

**AGENDA**

7:30 p.m. Wednesday, July 23, 2014

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular meeting minutes from July 9, 2014.

P-1 Proclamation Honoring the Washington Township High School Minutemen Golf Team For Its Outstanding Performance during the 2014 Season (Christy) (to be presented)

P-2 Proclamation Honoring Zeisloft Trucking for being in business for 50 years (Simmons) (to be presented)

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.**

- Pedestrian Safety and Enforcement Grant - \$30,000.00 - This grant provides funding for overtime reimbursement to municipalities in Gloucester County to conduct pedestrian decoy details. The objective is to reduce the number of fatalities and overall pedestrian/motor vehicle crashes.
- Area Plan Grant - \$58,394.00 - These funds represent the final obligation and allocation of funds for the 2014 Area Plan Grant. These additional funds will be used to fully fund the contract obligations the County has with various vendors and other county departments. Additional funding included in this modification is \$32,960.00 to support the Hurricane Sandy relief effort. This modification increases the total amount of the 2014 Area Plan Grant to \$1,512,710.00.

**A-2 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF JULY 2014.**

The Treasurer of Gloucester County submits the bill lists for July for Freeholder approval, including ratification of payments made to cover emergency payments made by the Division of Social Services. Upon approval, the Treasurer is then authorized to render payment to vendors appearing on the lists. Checks will be mailed July 24, 2014.

**A-3 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEAL COMPLAINTS OF PLAINTIFF, W2005/FARGO HOTELS POOL C RLTY VS. DEPTFORD TOWNSHIP, DOCKET NUMBERS 008236-2012, 002787-2013, 001495-2014, 008230-2012, 002789-2013, 001501-2014.**

The Plaintiff, W2005/FARGO HOTELS POOL C RLTY, represented by the law firm Zipp & Tannenbaum, LLC. filed state tax appeals contesting the assessment on the subject property known as Block 484, Lot 2, and Block 484, Lot 5, 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. The value is being decreased as set forth in the Resolution.

**A-4 RESOLUTION TO PURCHASE COMPUTER SOFTWARE AND LICENSING FEES FROM DELL MARKETING L.P. FROM AUGUST 3, 2014 TO AUGUST 2, 2015 IN AN AMOUNT NOT TO EXCEED \$200,000.00 THROUGH STATE CONTRACT #A77003.**

This Resolution authorizes the purchase of Computer Software and Licensing Fees from Dell Marketing L.P. with offices located at 850 Asbury Drive, Buffalo Grove, IL 80089 from August 3, 2014 to August 2, 2015 in an amount not to exceed \$200,000.00 through State Contract #A77003. N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment through State Contract without the need for public bidding.

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

**FREEHOLDER CHILA  
FREEHOLDER SIMMONS**

**DEPARTMENT OF ECONOMIC DEVELOPMENT  
& PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER CHRISTY**

**C-1 RESOLUTION AUTHORIZING AGREEMENTS WITH SIX NON PROFIT AGENCIES FOR PUBLIC SERVICE PROJECTS USING PROGRAM YEAR 2014 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FROM SEPTEMBER 1, 2014 TO AUGUST 31, 2015.**

This Resolution requests the execution of six (6) Subrecipient Agreements as follows:

- 1) **Boys & Girls Clubs of Gloucester County, Inc.** for the operation the Paulsboro Teen Center and for expansion of services relative to the Community Development Block Grant Program Public Services in the amount not to exceed \$45,000.00;
- 2) **Gateway Community Action Partnership** for the provision of Youth and Childcare Services through a Headstart Program for Children in Monroe Township and Glassboro relative to the Community Development Block Grant Program Public Services in the amount not to exceed \$17,500.00;
- 3) **Food Bank of South Jersey** for the provision of Nutritional Programs for Children relative to the Community Development Block Grant Program in the amount not to exceed \$45,000.00;
- 4) **Newfield Terrace Community Action Organization** for the provision of Educational Programs for Children relative to the Community Development Block Grant Program Public Services in the amount not to exceed \$10,000.00;
- 5) **Center for Family Services, Inc.** for the provision of Homeless Youth and Nutritional Services relative to the Community Development Block Grant Program Public Services in the amount not to exceed \$20,000.00;
- 6) **Robins' Nest, Inc.** for the provision of Children's Mental Health Services relative to the Community Development Block Grant Program Public Services in the amount not to exceed \$20,000.00.

The term for each of the above referenced agreements is September 1, 2014 to August 31, 2015. Each of the above is a grant funded program.

**C-2 RESOLUTION TO CONTRACT WITH TRIAD ASSOCIATES, INC. TO PROVIDE PROFESSIONAL SERVICES AS A PLANNING CONSULTANT AND PROJECT IMPLEMENTATION MANAGER FROM SEPTEMBER 1, 2014 TO AUGUST 31, 2015 IN AN AMOUNT NOT TO EXCEED \$103,600.00.**

This Resolution awards a Professional Services Contract to Triad Associates, Inc., for Planning Consultant Services and Project Implementation Manager to the Gloucester County Community Development Block Grant (CDBG) and HOME Investment Partnership Programs as per RFP 14-027 from September 1, 2014 to August 31, 2015, in an amount not to exceed \$103,600.00. This is a Grant funded program.

**C-3 RESOLUTION TO CONTRACT WITH J. TIMOTHY KERNAN, INC. TO PROVIDE PROFESSIONAL SERVICES AS A HOUSING INSPECTOR/ENGINEER FROM SEPTEMBER 1, 2014 TO AUGUST 31, 2015 IN AN AMOUNT NOT TO EXCEED \$50,000.00.**

This Resolution awards a Professional Services Contract to J. Timothy Kernan, Inc., for Inspection/Engineering Services to the Gloucester County Owner-Occupied Rehabilitation Program as per RFP 14-025. J. Timothy Kernan, Inc., will provide and make available to the Department of Public Works-Planning Division site inspections, work write-ups in bid spec format, photos and construction administration. The Owner Occupied Rehabilitation Program provides direct financial assistance to low and moderate income households for housing rehabilitation. The Professional Services Contract will be in an amount not to exceed \$50,000.00 from September 1, 2014 to August 31, 2015. This is a grant funded program.

**C-4 RESOLUTION TO CONTRACT WITH RIGGINS, INC. FOR THE SUPPLY AND DELIVERY OF GASOLINE AND DIESEL FUEL FROM AUGUST 4, 2014 TO AUGUST 3, 2016 IN AN AMOUNT NOT TO EXCEED \$700,000.00 PER CONTRACT YEAR.**

This Resolution authorizes the award of a contract with Riggins, Inc., to supply the County with the delivery of gasoline and diesel fuel for use by the County. This Contract is for a two (2) year term from August 4, 2014 to August 3, 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 \$700,000.00 for each contract year.

**C-5 RESOLUTION TO PURCHASE ONE (1) 2015 FORD SUPER DUTY F250 XL 4X4 EXTENDED CAB FROM HERTRICH FLEET SERVICES, INC. FOR THE TOTAL AMOUNT OF \$54,879.00.**

This Resolution authorizes the purchase of one (1) 2015 Ford Super Duty F250 XL 4X4 extended cab with Mavron Animal Transport body from Hertrich Fleet Services Inc., 1427 Bay Road, Milford, DE. 19963 for the total purchase amount of \$54,879.00. The vehicle will be utilized by Fleet Management Division and the County Animal Shelter to conduct County business, as per PD-014-030.

**C-6 RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) 2015 FREIGHTLINER GHG 14 108 SD DUMP TRUCKS FROM TRANSTECK, INC., D/B/A FREIGHTLINER OF BRIDGEPORT FOR THE TOTAL AMOUNT OF \$266,950.00.**

This Resolution authorizes the purchase of two (2) 2015 Freightliner GHG 14 108 SD dump trucks from Transteck, Inc, D/B/A Freightliner of Bridgeport, 400 Heron Drive, Swedesboro, NJ 08085. Each truck will cost \$133,475.00 resulting in a total purchase amount of 266,950.00. The trucks will be utilized by the County's Highway Department as per PD-014-024.

**C-7 RESOLUTION AUTHORIZING THE EXECUTION OF A TRAFFIC SIGNAL AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER, NEW JERSEY DEPARTMENT OF TRANSPORTATION AND THE TOWNSHIP OF ELK.**

This Resolution will authorize the County to enter into a Traffic Signal Agreement with Elk Township and NJDOT for the construction of a standard traffic signal to replace the existing flashing beacon at Elk Rd. (CR538) with Bridgeton Pike (Route 77). The agreement follows the standard state language which requires the NJDOT to construct the signal at their cost, the Municipality to bear the cost of electricity and police services and the County to maintain the County Road approaches.

**C-8 RESOLUTION AUTHORIZING AGREEMENT MODIFICATION #01 TO FEDERAL AID AGREEMENT 13-DT-BLA-668 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION INCREASING FUNDING IN THE AMOUNT OF \$193,767.00.**

This Resolution will authorize the County to enter into NJDOT Agreement Modification Increase #01 in the amount of \$193,767.00 for Federal Agreement 13-DT-BLA-668 for Federal Funding not to exceed a total of \$3,327,560.00 for the roadway improvement project known as the "Reconstruction of Egg Harbor Road, CR 630, Phase 2 from Pembroke Drive to Medical Center Drive in the Township of Washington. Federal Project #STP – 4048 (107), Engineering Project 14-01FA. The agreement modification is for the inclusion of Construction Management funding. Additional agreement modifications will be required upon State regulations after award of the construction contract as well as final project close-out. This project is 100% Federally funded.

**C-9 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #03-FINAL DECREASE WITH NUPUMP CORPORATION IN THE AMOUNT OF \$2,096.83.**

This Resolution will authorize and approve a Contract Change Order #03-Final Decrease in the amount of \$2,096.83 for a total revised contract amount of \$695,447.71 between the County and NuPump Corporation (601 W. Main Street, Malaga, NJ 08328-0157) Contract Change Order #03-Decrease is necessitated by various increases and decreases to reflect as-built conditions, supplemental items added for actual field conditions, for the Engineering Project "Priority Repairs to County Bridge 2-H-1, Grove Road, C.R. 643, over Woodbury Creek, West Deptford Township, Gloucester County, New Jersey", Engineering Project #11-01 (hereinafter the "Project"). This project is 100% State Aid funded. This contract was awarded based upon bids that were publicly received and opened by the County for the Project on Tuesday, April 16, 2013. NuPump Corporation was determined to be the lowest responsive and responsible bidder for the Project, for an original contract in the total amount of \$599,500.00. This project is 100% State Aid Funded.

**C-10 RESOLUTION AUTHORIZING CHANGE ORDER DECREASE #01-FINAL WITH R.E. PIERSON CONSTRUCTION COMPANY, INC. IN THE AMOUNT OF \$10,303.08.**

This Resolution will authorize a Contract Change Order Decrease #1 & Final with R.E. Pierson Construction Company, Inc. (PO Box 430 Woodstown, NJ 08098) for final as built quantities, in the amount of \$10,303.08. The original contract cost was awarded at \$779,889.00 with this reduction the final contract cost is \$769,585.92. The construction of the Roundabout at Kings Highway/Woodstown Road (CR 605) and Ferry Road/Salem Avenue (CR 620) in the Borough of Swedesboro, Engineering Project #08-13SA is 100% State Aid Funded.

**DEPARTMENT OF EDUCATION**

**FREEHOLDER BARNES  
FREEHOLDER TALIAFERRO**

**DEPARTMENT OF HEALTH &  
HUMAN SERVICES**

**FREEHOLDER TALIAFERRO  
FREEHOLDER BARNES**

**E-1 RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY TO APPLY FOR RENEWAL OF THE COUNTY ENVIRONMENTAL HEALTH ACT GRANT FOR AN AMOUNT NOT TO EXCEED \$12,320.00 FROM JANUARY 1, 2014 TO DECEMBER 31, 2014.**

This Resolution authorizes the execution of any documents necessary for the renewal of the County Environmental Health Act Grant for an amount not to exceed \$12,320.00 from January 1, 2014 to December 31, 2014. This grant supports services provided on behalf of The New Jersey Department of Environmental Protection, including Safe Water, Pesticides and Right to Know Inspections.

**E-2 RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY FOR SUBMISSION OF A RENEWAL APPLICATION FOR THE RIGHT TO KNOW GRANT THROUGH THE NEW JERSEY DEPARTMENT OF HEALTH IN AN AMOUNT NOT TO EXCEED \$10,798.00 FROM JULY 1, 2014 TO JUNE 30, 2015.**

This Resolution authorizes the execution for any documents necessary for the renewal of the Right to Know Grant through the New Jersey Department of Health for an amount not to exceed \$10,798.00 from July 1, 2014 to June 30, 2015. The purpose of the grant is to help to fund the mandated duties for performance of the Worker and Community Right to Know Act., N.J.S.A. 34:5A-1 et seq., which establishes a program for the disclosure of information about hazardous substances in the workplace and the community.

**E-3 RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) 2014 FORD F-550, 22 PASSENGER BUSES WITH REAR LIFTS AND TWO (2) WHEELCHAIR SLOTS FROM ROHRER ENTERPRISES, INC. dba ROHRER BUS SALES FOR A TOTAL AMOUNT OF \$145,380.00 UNDER THE 2014 CAPITAL TRANSIT INVESTMENT PLAN (CTIP).**

Pursuant to the Capital Transit Investment Program (CTIP), the County will purchase the buses for the Township of Deptford and the Borough of Clayton. This resolution authorizes the County to purchase two (2) Ford F-550 22 passenger buses with rear lifts and two (2) wheelchair slots from Rohrer Enterprises, Inc. dba Rohrer Bus Sales, per bid PD-014-019. The County will pay a total of \$145,380.00 for both buses pursuant to the County's Capital Transit Investment Plan program the municipalities are required to pay 50% of the total cost of the bus. The municipalities will reimburse the County the required 50% of the purchase upon delivery.

**E-4 RESOLUTION AUTHORIZING THE COUNTY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE COUNTY OF SALEM FOR THE USE OF TWO BEDS TO HOUSE JUVENILE AND FAMILY CRISIS CASES FROM JANUARY 1, 2014 TO DECEMBER 31, 2018 FOR A TOTAL CONTRACT AMOUNT OF \$352,119.00.**

Authorizing the County to enter into a Memorandum of Understanding with the County of Salem for the use of two beds to house juvenile and family crisis cases. This will allow the County to purchase the use of two shelter beds from Salem County in its youth shelter, Ranch Hope Inc., to house juvenile family crisis cases for Gloucester County in the total amount of \$352,119.00 for the five year term, payments will be made quarterly each year.

**E-5 RESOLUTION AUTHORIZING TERMINATION OF CONTRACTS, AWARDED PER RFP-11-008, WITH CENTER FOR FAMILY SERVICES, INC., VOLUNTEERS OF AMERICA DELAWARE VALLEY, INC. AND GATEWAY COMMUNITY ACTION PARTNERSHIP, INC.**

The County awarded contracts, per RFP-11-008, to Center for Family Services, Inc., Volunteers of America Delaware Valley, Inc. and Gateway Community Action Partnership, Inc. on December 29, 2010, for a term from January 1, 2011 to December 31, 2013 and the specifications provided the County with the option to extend for two (2) additional one year periods. The County exercised its right to extend for two (2) additional one year periods, extending the terms until December 31, 2014. The County must terminate the contracts with Center for Family Services, Inc., Volunteers of America Delaware Valley, Inc. and Gateway Community Action Partnership, Inc. per the recommendation of the State, as the State has changed the funding period from a calendar year to a fiscal year.

**E-6 RESOLUTION AUTHORIZING AWARD OF CONTRACTS, PER RFP#14-028, FROM JULY 1, 2014 TO JUNE 30, 2017, WITH THE OPTION TO EXTEND FOR TWO (2) ONE YEAR PERIODS OR ONE (1) TWO YEAR PERIOD.**

Resolution authorizing award of contracts pursuant to RFP-14-028 for Human Services, from July 1, 2014 to June 30, 2017, with the option to extend for two (2) one year periods or one (1) two year period to the following agencies: **Catholic Charities, Diocese of Camden, Inc.**, to provide emergency food, utility assistance and rent/mortgage assistance services, in an amount not to exceed \$112,154.00 per year; **Gateway Community Action Partnership**, to provide housing to larger single and two parent families, in an amount not to exceed \$13,000.00 per year; **Senior Citizens United Community Services, Inc.**, to provide prevention and case management services to SSH State eligible residents of the County, in an amount not to exceed \$15,000.00 per year; **Center for Family Services, Inc.**, to provide shelter (motel/hotel) placements for individuals and families and transitional housing to single pregnant women and women with children, food, prevention case management and 24 hour response, in an amount not to exceed \$159,610.00 per year; **Joseph's House of Camden NJ, LLC**, to provide shelter services to SSH State eligible residents of the County, in an amount not to exceed \$5,000.00 per year; and **Volunteers of America, Delaware Valley, Inc.**, to provide emergency food and shelter services, in an amount not to exceed \$30,000.00 per year.

**E-7 RESOLUTION AUTHORIZING A CONTRACT WITH VOLUNTEERS OF AMERICA DELAWARE VALLEY, INC., IN AN AMOUNT NOT TO EXCEED \$21,244.00 PER YEAR, FROM JULY 1, 2014 TO JUNE 30, 2017, WITH THE OPTION TO EXTEND FOR TWO (2) ONE YEAR PERIODS OR ONE (1) TWO YEAR PERIOD.**

Resolution authorizing award of contract, pursuant to RFP-14-029, to Volunteers of America, Delaware Valley, Inc., in an amount not to exceed \$21,244.00 per year, from July 1, 2014 to June 30, 2017, with the

option to extend for two (2) one year periods or one (1) two year period for the provision of emergency shelter services to Social Services Block Grant eligible homeless citizens of the County.

**DEPARTMENT OF PARKS &  
LAND PRESERVATION**

**FREEHOLDER DIMARCO  
FREEHOLDER CHILA**

**DEPARTMENT OF BUILDINGS &  
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY  
FREEHOLDER DIMARCO**

**G-1 RESOLUTION AUTHORIZING THE COUNTY TO ASSIGN ITS CURRENT CONTRACT AND OTHER DOCUMENTS FOR THE SUPPLY AND DELIVERY OF ELECTRIC POWER SERVICES FROM HESS CORPORATION TO DIRECT ENERGY BUSINESS.**

On May 22, 2013, a Resolution awarded a contract to Hess Corporation pursuant to the South Jersey Power Cooperative bid process for electric generation supply service. Hess Corporation's power generation and supply division has now been purchased by Direct Energy Business. Therefore, this Resolution authorizes the County to modify the current contract and all other documents with Hess Corporation to reflect the successor company "Direct Energy Business."

**G-2 RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY TO APPLY FOR A CHILD PASSENGER SAFETY EDUCATION GRANT THROUGH THE N.J. DIVISION OF HIGHWAY TRAFFIC SAFETY, IN AN AMOUNT NOT TO EXCEED \$12,000.00, FROM OCTOBER 1, 2014 TO SEPTEMBER 30, 2015.**

This Resolution authorizes the execution for any documents necessary for obtaining funding from the Child Passenger Safety Education Grant through the New Jersey Division of Highway Traffic Safety in an amount not to exceed \$12,000.00 from October 1, 2014 to September 30, 2015. The grant will help facilitate the administration of the Child Passenger Safety Program, the purpose of which is to increase awareness of the beneficial use of child safety seats in vehicles, provide instruction on the safety and installation of child safety seats, encourage local law enforcement to enforce child passenger safety seat laws, make child safety seats available to low income and at-risk families, and to reimburse salaries of the Child Passenger Safety Technicians in the Sheriff's Department.

Old Business

New Business

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

Adjournment

**MINUTES**

7:30 p.m. Wednesday, July 9, 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 closed session 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

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

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

Comments: N/A

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

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

**48527 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

**48528 RESOLUTION AUTHORIZING CERTIFICATION OF THE ANNUAL AUDIT FOR THE YEAR 2013.**

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

Comments: N/A

**48529 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT COMPLAINTS OF TURNERSVILLE PARTNERS, LLC. VS. WASHINGTON TOWNSHIP, DOCKET NUMBERS 006314-2013, 000365-2014.**

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

Comments: N/A

**48530 RESOLUTION AUTHORIZING THE EXECUTION OF AN OFF-CAMPUS FEDERAL WORK STUDY AGREEMENT WITH ROWAN UNIVERSITY FROM JULY 1, 2014 TO JUNE 30, 2015.**

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

Comments: N/A

**48531 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.**

	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 & ELECTIONSFREEHOLDER CHILA  
FREEHOLDER SIMMONSDEPARTMENT OF ECONOMIC DEVELOPMENT  
& PUBLIC WORKSFREEHOLDER SIMMONS  
FREEHOLDER CHRISTY

**48532 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.**

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

Comments: N/A

**48533 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.**

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

Comments: N/A

**48534 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.**

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

Comments: N/A

**48535 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.**

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

Comments: N/A

**48536 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.**

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

Comments: N/A

**48537 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.**

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

Comments: N/A

**48538 RESOLUTION AMENDING A PROFESSIONAL SERVICES CONTRACT WITH PENNONI ASSOCIATES, INC., IN AN AMOUNT NOT TO EXCEED \$20,000.00.**

	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**

**DEPARTMENT OF PARKS &  
LAND PRESERVATION**

**FREEHOLDER DIMARCO  
FREEHOLDER CHILA**

**48539 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.**

	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**

**48540 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.**

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

Comments: N/A

**48541 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.**

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

Comments: N/A

**48542 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.**

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

Comments: N/A

**48543 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.**

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

Comments: N/A

**48544 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.**

	Motion	Second	Yes	No	Abstain
Chila		X	X		
Barnes			X		
Christy					
DiMarco	X		X		
Simmons			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: N/A

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 7:46 PM

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

Comments: N/A

**HONORING  
THE WASHINGTON TWP HIGH SCHOOL MINUTEMEN GOLF TEAM  
FOR ITS OUTSTANDING PERFORMANCE  
DURING THE 2014 SEASON**

*WHEREAS, it is the desire of the Board of Chosen Freeholders to pay special tribute to the Washington Township High School Minutemen Golf Team for its outstanding performance during the 2014 season, culminating in winning the New Jersey Group IV State Title; and*

*WHEREAS, the Washington Township High School Minutemen Golf Team went 17-2 during the 2014 season. They won the Gloucester County Open championship for the sixth straight year, where they set a team record low score of 284, as well as the Carl Arena/Al Rifkin Memorial Golf Tournament before winning the South Jersey Group IV Sectional Championship. They went on to win the New Jersey Group IV State Championship after facing and beating Cherokee High School in their final three tournaments. The team was honored as Golf Team of the Year by the South Jersey Times for their incredible season; and*

*WHEREAS, the members of the Washington Township High School Minutemen Golf Team are Joe Russo, Matt Graziano, Mark Graziano, Jake Hanzel, Mike Gormley, Chris Hartz and Troy Schnapp; and*

*WHEREAS, under the capable guidance of coach Shane Snyder, Trainer Tanya Dargusch, Assistant Trainer Eric Schwartz and Principal Joseph N. Bollendorf, these exceptional athletes have demonstrated the finest qualities of true champions; and*

*NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2014 Gloucester County Board of Chosen Freeholders Lyman Barnes, Giuseppe (Joe) Chila, Daniel Christy, Frank J. DiMarco, Heather Simmons and Adam J. Taliaferro do hereby honor and congratulate the Washington Township High School Minutemen Golf Team for its outstanding performance during the 2014 season and commend the team's athletes and coaches for their exceptional efforts and competitive spirits as evidenced by their accomplishments.*

*IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 23<sup>rd</sup> day of July, 2014.*

\_\_\_\_\_  
Robert M. Damminger  
Freeholder Director

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

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

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

\_\_\_\_\_  
Frank J. DiMarco  
Freeholder

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

\_\_\_\_\_  
Adam Taliaferro  
Freeholder

ATTEST:

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

**HONORING  
ZEISLOFT TRUCKING  
ON CELEBRATING 50 YEARS IN BUSINESS**

*WHEREAS, it is the desire of the Gloucester County Board of Chosen Freeholders to recognize Zeisloft Trucking on celebrating 50 years as a Gloucester County business; and*

*WHEREAS, the owner and founder of Zeisloft Trucking, Charles "Chuck" Zeisloft, dreamed of owning his own fleet of trucks ever since he was a young boy, when he watched trucks haul coal every day from the coal company where his father worked in Hazelton, PA; and*

*WHEREAS, in 1963, Chuck Zeisloft bought his first truck and moved from Hazelton, PA to Gloucester County and began hauling blocks for EP Henry Corporation, and by 1988 had grown the company to 11 trucks. He was then joined by his son, Chuck, Jr., and as a team they expanded their business by diversifying their customer base to include additional manufacturers. Today Zeisloft Trucking boasts a fleet of 30 power units including 15 tractors, eight boom trucks and four tri-axle dump trucks; and*

*WHEREAS, Zeisloft Trucking is a shining example of a second-generation enterprise that continues to thrive by incorporating strong family values and caring relationships with a keen sense for the market and a deep desire to consistently provide the highest level of quality transportation service. Being in business for 50 years is a significant milestone, therefore we recognize Zeisloft Trucking and its continued contribution to the economy of this great County of Gloucester; and*

*NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Dammingier, as Director, and on behalf of the 2014 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, Heather Simmons, and Adam Taliaferro do hereby recognize and congratulate Zeisloft Trucking on celebrating 50 years in business.*

*IN WITNESS WHEREOF, the Board of Chosen Freeholders has caused these presents to be executed and the seal of the County of Gloucester to be affixed this 23rd day of July, 2014.*

\_\_\_\_\_  
*Robert M. Dammingier  
Freeholder Director*

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

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

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

\_\_\_\_\_  
*Frank J. DiMarco  
Freeholder*

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

\_\_\_\_\_  
*Adam Taliaferro  
Freeholder*

ATTEST:

\_\_\_\_\_  
*Robert M. DiLella, Clerk*

AT

**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 **\$30,000.00**, which item is now available as a revenue from the New Jersey Department of Law and Public Safety Pedestrian Safety and Enforcement Grant, to be appropriated under the caption of the New Jersey Department Law and Public Safety Pedestrian Safety and Enforcement Grant- *Other Expenses*;
- (2) The sum of **\$58,394.00**, which item is now available as a revenue from the New Jersey Department of Human Services Area Plan Grant, to be appropriated under the caption of the New Jersey Department of Human Services Area Plan Grant - *Other Expenses*.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, July 23, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

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

A.2

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester has received and reviewed the Bill List for the County as prepared, reviewed and approved by the County Treasurer for the monthly period ending July 18, 2014; and

**WHEREAS**, the County Treasurer has received and reviewed the Bill List for the Division of Social Services, including daily payments made by the Division and Administrative payments to be issued, which List has been reviewed and approved by the Division of Social Services Finance Officer, the Division of Social Services Director and the County Treasurer, for the monthly period ending July 18, 2014.

**NOW, THEREFORE, BE IT RESOLVED** that the County's Bill List for the period ending July 18, 2014, as prepared, reviewed and approved by the County Treasurer is hereby approved by the Gloucester County Board of Chosen Freeholders, and said Treasurer is authorized to render payment to each vendor appearing on said list; and

**BE IT FURTHER RESOLVED** that the Division of Social Services' Bill List for the period ending July 18, 2014, as prepared, reviewed and approved by the Social Services Finance Officer, the Social Services Director and the County Treasurer, which List includes ratification of prior emergency payments made, is hereby approved and said Treasurer is authorized to render payment to each vendor appearing on said list.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, July 23, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

A-3

**RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEAL COMPLAINTS OF PLAINTIFF, W2005/FARGO HOTELS POOL C RLTY VS. DEPTFORD TOWNSHIP, DOCKET NUMBERS 008236-2012, 002787-2013, 001495-2014, 008230-2012, 002789-2013, 001501-2014**

**WHEREAS**, the Plaintiff, W2005/Fargo Hotels Pool C RLTY v. Deptford Twp, represented by the law firm Zipp & Tannenbaum, LLC., filed state tax appeals contesting the assessment on the subject property known as Block 484, Lot 2 and Block 484, Lot 5 within the Township of Deptford; 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 County have reached a resolution of the complaints, settling outstanding claims by Stipulation of Settlements 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 Settlements:

**Block 484, Lot 2:**

<b>Tax Year</b>	<b>Original Assessment</b>	<b>Requested Tax Court Judgment</b>
2012	\$16,073,400	\$16,073,400
2013	\$16,073,400	\$15,000,000
2014	\$16,073,400	\$15,000,000
2015	\$16,073,400	\$14,500,000

**Block 484, Lot 5:**

<b>Tax Year</b>	<b>Original Assessment</b>	<b>Requested Tax Court Judgment</b>
2012	\$15,417,900	\$15,417,900
2013	\$15,417,900	\$13,400,000
2014	\$15,417,900	\$13,400,000
2015	\$15,417,900	\$13,000,000

**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 23, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

Peter J. Zipp, Esquire - Attorney I.D. 022131986  
 Paul Tannenbaum, Esquire - Attorney I.D. 014211993  
**ZIPP & TANNENBAUM, L.L.C.**  
 166 Gatzmer Avenue  
 Jamesburg, New Jersey 08831  
 (732) 605-1000  
 Attorney for Plaintiff

**TAX COURT OF NEW JERSEY**

W2005/FARGO HOTELS POOL C RLTY,

*Plaintiff,*

v.

DEPTFORD TOWNSHIP,

*Defendant.*

Docket Nos.: 008230-2012  
 002789-2013  
 001501-2014

*Civil Action*

**STIPULATION OF SETTLEMENT**

Assigned Judge:  
Hon. Patrick DeAlmeida, P.J.T.C.

First Calendar Date:

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

*Block:* 484  
*Lot:* 5  
*Street Address:* 1160 Hurffville Road  
*Year:* 2012

	<u>Original Assessment</u>	<u>County Board Judgment</u>	<u>Requested Tax Court Judgment</u>
Land	\$ 2,932,500	Direct	\$ 2,932,500
Impvts	<u>\$12,485,400</u>	Appeal	<u>\$12,485,400</u>
Total	\$15,417,900		\$15,417,900

Block: 484  
 Lot: 5  
 Street Address: 1160 Hurffville Road  
 Year: 2013

	<u>Original Assessment</u>	<u>County Board Judgment</u>	<u>Requested Tax Court Judgment</u>
Land	\$ 2,932,500	Direct	\$ 2,932,500
Impvts	<u>\$12,485,400</u>	Appeal	<u>\$10,467,500</u>
Total	\$15,417,900		\$13,400,000

Block: 484  
 Lot: 5  
 Street Address: 1160 Hurffville Road  
 Year: 2014

	<u>Original Assessment</u>	<u>County Board Judgment</u>	<u>Requested Tax Court Judgment</u>
Land	\$ 2,932,500	Direct	\$ 2,932,500
Impvts	<u>\$12,485,400</u>	Appeal	<u>\$10,467,500</u>
Total	\$15,417,900		\$13,400,000

2. The undersigned have made such examination of the value and proper assessment of the property(ies) and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property(ies) as they deem necessary and appropriate for the purpose of enabling them to enter into the stipulation. The assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.

3. Based upon the foregoing, the undersigned represents to the Court that the above settlement will result in an assessment at the fair assessable value of the property(ies) consistent with assessing practices generally applicable in the taxing district as required by law.

4. Statutory interest, pursuant to N.J.S.A. 54:3-27.2, having been waived by taxpayer, shall not be paid provided the tax refund is paid within sixty (60) days of the date of entry of the Tax Court judgment.

5. Provided there is no material depreciation to the property between now and December 31, 2014 (as set forth in N.J.S.A. 54:4-35.1), the parties agree the property's 2015 total assessment shall be \$13,000,000 and further agree that either party shall have the right to file a tax appeal for the 2015 tax year for the sole purpose of obtaining a Judgment to implement, enforce and/or confirm the \$13,000,000 assessment agreed upon herein. This agreement shall be binding upon any assignees, tenants and successors-in-interest with regard to the subject property. The parties understand that the provisions set forth in this Paragraph 5 regarding the 2015 assessment shall not be reflected in the Tax Court Judgment.

6. The refund resulting from the within settlement will be taken by taxpayer as a credit and applied against the property's next due quarterly real estate taxes due after issuance of Judgment.

ZIPP & TANNENBAUM, LLC

Date: July \_\_\_\_, 2014

BY:

  
\_\_\_\_\_  
PAUL TANNENBAUM, ESQUIRE  
*Attorney for Plaintiff*

LONG MARMERO & ASSOCIATES, LLP

Date: July \_\_\_\_, 2014

BY:

\_\_\_\_\_  
DOUGLAS M. LONG, ESQUIRE  
*Attorney for Defendant*

Peter J. Zipp, Esquire - Attorney I.D. 022131986  
 Paul Tannenbaum, Esquire - Attorney I.D. 014211993  
**ZIPP & TANNENBAUM, L.L.C.**  
 166 Gatzmer Avenue  
 Jamesburg, New Jersey 08831  
 (732) 605-1000  
 Attorney for Plaintiff

**TAX COURT OF NEW JERSEY**

W2005/FARGO HOTELS POOL C RLTY

*Plaintiff,*

v.

DEPTFORD TOWNSHIP,

*Defendant.*

Docket Nos.: 008236-2012  
 002787-2013  
 001495-2014

*Civil Action*

**STIPULATION OF SETTLEMENT**

Assigned Judge:  
Hon. Patrick DeAlmeida, P.J.T.C.

First Calendar Date:

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

Block: 484  
 Lot: 2  
 Street Address: 1150 Hurffville Road  
 Year: 2012

	<u>Original Assessment</u>	<u>County Board Judgment</u>	<u>Requested Tax Court Judgment</u>
Land	\$ 2,932,500	Direct	\$ 2,932,500
Impvts	<u>\$13,140,900</u>	Appeal	<u>\$13,140,900</u>
Total	\$16,073,400		\$16,073,400

Block: 484  
 Lot: 2  
 Street Address: 1150 Hurffville Road  
 Year: 2013

	<u>Original Assessment</u>	<u>County Board Judgment</u>	<u>Requested Tax Court Judgment</u>
Land	\$ 2,932,500	Direct	\$ 2,932,500
Impvts	<u>\$13,140,900</u>	Appeal	<u>\$12,067,500</u>
Total	\$16,073,400		\$15,000,000

Block: 484  
 Lot: 2  
 Street Address: 1150 Hurffville Road  
 Year: 2014

	<u>Original Assessment</u>	<u>County Board Judgment</u>	<u>Requested Tax Court Judgment</u>
Land	\$ 2,932,500	Direct	\$ 2,932,500
Impvts	<u>\$13,140,900</u>	Appeal	<u>\$12,067,500</u>
Total	\$16,073,400		\$15,000,000

2. The undersigned have made such examination of the value and proper assessment of the property(ies) and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property(ies) as they deem necessary and appropriate for the purpose of enabling them to enter into the stipulation. The assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.

3. Based upon the foregoing, the undersigned represents to the Court that the above settlement will result in an assessment at the fair assessable value of the property(ies) consistent with assessing practices generally applicable in the taxing district as required by law.

4. Statutory interest, pursuant to N.J.S.A. 54:3-27.2, having been waived by taxpayer, shall not be paid provided the tax refund is paid within sixty (60) days of the date of entry of the Tax Court judgment.

5. Provided there is no material depreciation to the property between now and December 31, 2014 (as set forth in N.J.S.A. 54:4-35.1), the parties agree the property's 2015 total assessment shall be \$14,500,000 and further agree that either party shall have the right to file a tax appeal for the 2015 tax year for the sole purpose of obtaining a Judgment to implement, enforce and/or confirm the \$14,500,000 assessment agreed upon herein. This agreement shall be binding upon any assignees, tenants and successors-in-interest with regard to the subject property. The parties understand that the provisions set forth in this Paragraph 5 regarding the 2015 assessment shall not be reflected in the Tax Court Judgment.

6. The refund resulting from the within settlement will be taken by taxpayer as a credit and applied against the property's next due quarterly real estate taxes due after issuance of Judgment.

ZIPP & TANNENBAUM, LLC

Date: July \_\_\_\_, 2014

BY:

  
\_\_\_\_\_  
PAUL TANNENBAUM, ESQUIRE  
*Attorney for Plaintiff*

LONG MARMERO & ASSOCIATES, LLP

Date: July \_\_\_\_, 2014

BY:

\_\_\_\_\_  
DOUGLAS M. LONG, ESQUIRE  
*Attorney for Defendant*

A-4

**RESOLUTION TO PURCHASE COMPUTER SOFTWARE AND LICENSING FEES FROM DELL MARKETING L.P. FROM AUGUST 3, 2014 TO AUGUST 2, 2015 IN AN AMOUNT NOT TO EXCEED \$200,000.00 THROUGH STATE CONTRACT #A77003**

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

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

**WHEREAS**, it has been determined that the County can purchase the said computer software from Dell Marketing, L.P. located at 850 Asbury Drive, Buffalo Grove, IL 80089, in an amount not to exceed \$200,000.00 from August 3, 2014 to August 2, 2015, through State Contract #A77003; and

**WHEREAS**, the contract shall be for estimated units of service. The contract is therefore open-ended, which does not obligate the County to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. The continuation of this Contract beyond the first three (3) months of 2015 is conditioned upon the approval of the 2015 Gloucester County budget.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase computer software for the County of Gloucester from Dell Marketing, L.P. between August 3, 2014 and August 2, 2015 in an amount not to exceed \$200,000.00 through the State Contract #A77003 subject to the budget condition set forth above; and

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, July 23, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

CA

**RESOLUTION AUTHORIZING AGREEMENTS WITH SIX NON PROFIT AGENCIES FOR  
PUBLIC SERVICE PROJECTS USING PROGRAM YEAR 2014 COMMUNITY  
DEVELOPMENT BLOCK GRANT FUNDS FROM SEPTEMBER 1, 2014 TO AUGUST 31, 2015**

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

**WHEREAS**, the County, as applicant, has primary responsibility for administering the Program and in conjunction with its Application and Action Plan, has provided certain assurances and certifications to HUD as required by the Housing and Community Development Act of 1974, as amended, and regulated by 24CFR570 and by HUD; and

**WHEREAS**, the County requested proposals via RFP 014-026 from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

**WHEREAS**, the County, pursuant to the provisions of 24 CFR 570 may delegate authority for the implementation of certain community development activities pursuant to the application to the subrecipients located within the County; and

**WHEREAS**, the contract shall be for estimated units of service, on an as-needed basis from September 1, 2014 to August 31, 2015 pursuant to the proposals submitted by the Vendors; therefore, these contracts are open ended, which does not obligate the County to make any purchase; thereby, no Certificate of Availability of Funds are required at this time; and

**WHEREAS**, each of the following subrecipients have proposed activities to be carried out pursuant to an approved public service activity with the use of CDBG funds:

- **Boys & Girls Clubs of Gloucester County, Inc.**, for the operation the Paulsboro Teen Center and for expansion of services relative to the Community Development Block Grant Program Public Services in the amount not to exceed \$45,000.00;
- **Gateway Community Action Partnership** for the provision of Youth and Childcare Services through a Headstart Program for Children in Monroe Township and Glassboro relative to the Community Development Block Grant Program Public Services in the amount not to exceed \$17,500.00;
- **Food Bank of South Jersey** for the provision of Nutritional Programs for Children relative to the Community Development Block Grant Program in the amount not to exceed \$45,000.00;
- **Newfield Terrace Community Action Organization** for the provision of Educational Programs for Children relative to the Community Development Block Grant Program Public Services in the amount not to exceed \$10,000.00;
- **Center for Family Services, Inc.**, for the provision of Youth and Childcare Services relative to the Community Development Block Grant Program Public Services in the amount not to exceed \$20,000.00;
- **Robins' Nest, Inc.**, for the provision of Children's Mental Health Services relative to the Community Development Block Grant Program Public Services in the amount not to exceed \$20,000.00.

**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 the agreements with various subrecipients set forth above to administer CDBG funds each from September 1, 2014 to August 31, 2015 in the amounts specified; and

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Wednesday, July 23, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

HUD GRANT NO: B-14-UC-34-0109  
AMOUNT: \$45,000.00  
GC AGREEMENT NO: CD-14-PS#1

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

**THIS AGREEMENT**, made and entered into on the 1<sup>st</sup> day of September, 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 **BOYS & GIRLS CLUBS OF GLOUCESTER COUNTY, INC.**, a Gloucester County Public Service Subrecipient, hereinafter referred to as the "**Subrecipient**," located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County;

**WITNESSETH:**

**WHEREAS**, Gloucester County has received a **FFY 2014** 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 **PY2014-2015** 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 August 31, 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-R funds for the activity(s) shall be fully expended, plus five (5) years. The five-year reporting period should not be confused with the "continued use" provisions of this agreement, as specified in Exhibit 2, "Scope of Services." The County shall provide reporting forms and technical assistance to the Subrecipient on the procedures to be followed to collect and report these programmatic data.

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

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

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

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

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

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

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

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

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

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

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

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

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

18. Agreement Amendment(s) – This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties' governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which will be attached at the time of any amendments(s). If the Subrecipient seeks an amendment to this agreement, the request for such amendments shall be submitted in written form to the Gloucester County Community Development Program in a format prescribed by the Housing and Community Development Program. If an amendment to the Gloucester County Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.
19. Termination Date – The termination date of this Agreement is **August 31, 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:

**BOYS & GIRLS CLUBS OF GLOUCESTER COUNTY, INC.**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Typed Name/Title)

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

BY: \_\_\_\_\_  
(Typed Name/Title)

By: **ROBERT N. 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 I of the Act; or
  - 2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (i) 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)**

**Boys & Girls Clubs of Gloucester County, Inc.**  
916 Penn Line Road  
Paulsboro, NJ 08066

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: **Boys & Girls Clubs of Gloucester County, Inc.**  
Activity Name: **Boys & Girls Club – Operation of Paulsboro Teen Center**  
Activity Number: **CD-14-PS#1**

### **ACTIVITY DESCRIPTION**

The total **PY 2014-2015 CDBG** budget for this activity shall not exceed **\$45,000.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **August 31, 2015**.

The Boys & Girls Club of Gloucester County, Inc., is requesting funding to provide low income teens with access to a safe enriching environment at the new Teen Center in Paulsboro for after school activities until 8pm. The agency's mission is to inspire and enable all young people, especially those that need the most assistance in reaching their full potential as responsible, productive, caring adults. The Boys & Girls Clubs of Gloucester County, Inc., will serve the entire County but its current membership is primarily Glassboro, Paulsboro and Woodbury. Boys & Girls Clubs of Gloucester County, Inc., has been the forefront of youth development, working with young people from disadvantaged economic, social and family circumstances. The teen center anticipates to serve 50 teens per day at the start of the program, build an average daily attendance to 75 additional teens and 200 additional teen youth.

**EXHIBIT 3**

**AGREEMENT AMENDMENTS**

[Add Amendments if applicable]

**EXHIBIT 4**

**LEASE AGREEMENT**

[Add if applicable]

**EXHIBIT 5**

**PROPERTY USE REQUIREMENTS**

[Add if Applicable]

HUD GRANT NO: B-14-UC-34-0109  
AMOUNT: \$17,500.00  
GC AGREEMENT NO: CD-14-PS#6

**AGREEMENT  
FOR USE OF  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
BETWEEN  
GLOUCESTER COUNTY, NEW JERSEY  
AND  
GATEWAY COMMUNITY ACTION PARTNERSHIP**

**THIS AGREEMENT**, made and entered into on the 1<sup>st</sup> day of September, 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 **GATEWAY COMMUNITY ACTION PARTNERSHIP**, 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 2014** 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 **PY2014-2015** 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 August 31, 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 **August 31, 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:

**GATEWAY COMMUNITY ACTION  
PARTNERSHIP**

**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)**

**Gateway Community Action Partnership – Extended Headstart Learning Program**

2 locations:

- Glassboro Headstart, 35 Sewell Street, Glassboro, NJ 08028
- Williamstown Headstart, 245 Glassboro Road, Williamstown, NJ 08094

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: **Gateway Community Action Partnership**

Activity Name: **Extended Headstart Learning Program**

Activity Number: **CD-14-PS#6**

### **ACTIVITY DESCRIPTION**

The total **PY 2014-2015 CDBG** budget for this activity shall not exceed **\$17,500.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **August 31, 2015**.

Gateway CAP is a non-profit and Community based organization that assists low and moderate income residents identify and overcome barriers to self-sufficiency. The Gateway Extended Headstart Early Learning Program will serve 34 youth between 3 and 5 years old as part of an extended 8 week summer session that will begin the first Monday in June 2015 and run through the end of July 2015. Students will be provided breakfast, lunch, and snacks. The program benefits both child and parent by offering valuable structured classroom instructional time to help prepare youngsters entering kindergarten. For parents, the program relieves a significant child care burden allowing many to continue unaltered work or schooling schedules.

**EXHIBIT 3**

**AGREEMENT AMENDMENTS**

[Add Amendments if applicable]

**EXHIBIT 4**

**LEASE AGREEMENT**

[Add if applicable]

**EXHIBIT 5**

**PROPERTY USE REQUIREMENTS**

[Add if Applicable]

HUD GRANT NO: B-14-UC-34-0109  
AMOUNT: \$45,000.00  
GC AGREEMENT NO: CD-14-PS#5

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

**THIS AGREEMENT**, made and entered into on the **1<sup>st</sup> day of September, 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 **FOOD BANK OF SOUTH JERSEY**, a Gloucester County Public Service Subrecipient, hereinafter referred to as the "Subrecipient," located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County;

**WITNESSETH:**

**WHEREAS**, Gloucester County has received a **FFY 2014** 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 **PY2014-2015** 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 August 31, 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 **August 31, 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:

**FOOD BANK OF SOUTH JERSEY**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Typed Name/Title)

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

BY: \_\_\_\_\_  
(Typed Name/Title)

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

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

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

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

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

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

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

**Food Bank of South Jersey: KidzPack and School Pantry**

6 locations:

- Parkview Elementary School, 101 Birch Ave, Westville, NJ 08093
- Holly Bush Garden Apts, 252 Ruth Avenue, Glassboro, NJ 08028
- Gateway HS, 775 Woodbury Heights, Deptford, NJ 08096
- National Park School, 516 Lakehurst Ave, National Park, NJ 08063
- Saint Thomas Ministries & Glassboro Public School, 212 N. Main St, Glassboro, NJ 08028
- Clayton School, 300 W Chestnut St., Clayton, NJ 08312

GLOUCESTER COUNTY, NEW JERSEY

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

\_\_\_\_\_  
**Signature – President**

\_\_\_\_\_  
**Typed Name – President**

\_\_\_\_\_  
 Date

**ATTEST:**

\_\_\_\_\_  
**Signature of Person Attesting Signature by President**

\_\_\_\_\_  
**Typed Name – Person Attesting Signature by President**

\_\_\_\_\_  
**Title – Person Attesting Signature by President**

\_\_\_\_\_  
**Date of Attesting Person's Signature**

## APPENDIX TO CDBG CERTIFICATIONS

### INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

#### A. Lobbying Certification – Paragraph n

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

#### B. Drug-Free Workplace Certification – Paragraph o

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

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

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

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

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

**EXHIBIT 2**

**SCOPE OF SERVICES**

## **EXHIBIT 2**

### **SCOPE OF SERVICES**

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

Agency: **Food Bank of South Jersey**  
Activity Name: **KidzPak & School Pantry**  
Activity Number: **CD-14-PS#5**

### **ACTIVITY DESCRIPTION**

The total **PY 2014-2015 CDBG** budget for this activity shall not exceed **\$45,000.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **August 31, 2015**.

The Food Bank of SJ is a non-profit and Community based organization which will offer 2 nutrition programs, KidzPak and School Pantry to low income children. All programs are age appropriate for children between 6 and 18 years of age. The target areas where these programs will take place are:

- Parkview Elementary School, 101 Birch Ave, Westville, NJ 08093
- Holly Bush Garden Apts, 252 Ruth Avenue, Glassboro, NJ 08028
- Gateway HS, 775 Woodbury Heights, Deptford, NJ 08096
- National Park School, 516 Lakehurst Ave, National Park, NJ 08063
- Saint Thomas Ministries & Glassboro Public School, 212 N. Main St, Glassboro, NJ 08028
- Clayton School, 300 W Chestnut St., Clayton, NJ 08312

The Food Bank of SJ with its nutritional programs will serve approximately 1000 of food insecure children living in Gloucester County living on or below the federal poverty level.

**EXHIBIT 3**

**AGREEMENT AMENDMENTS**

[Add Amendments if applicable]

**EXHIBIT 4**

**LEASE AGREEMENT**

[Add if applicable]

**EXHIBIT 5**

**PROPERTY USE REQUIREMENTS**

[Add if Applicable]

HUD GRANT NO: B-13-UC-34-0109  
AMOUNT: \$10,000.00  
GC AGREEMENT NO: CD-14-PS#4

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

**THIS AGREEMENT**, made and entered into on the **1<sup>st</sup> day of September, 2014** by and between the **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 **NEWFIELD TERRACE COMMUNITY ACTION ORGANIZATION**, a Gloucester County Public Service Subrecipient, hereinafter referred to as the "Subrecipient," located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County;

**WITNESSETH:**

**WHEREAS**, Gloucester County has received a **FFY 2014** 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 **PY2014 -2015** 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 August 31, 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-R funds for the activity(s) shall be fully expended, plus five (5) years. The five-year reporting period should not be confused with the "continued use" provisions of this agreement, as specified in Exhibit 2, "Scope of Services." The County shall provide reporting forms and technical assistance to the Subrecipient on the procedures to be followed to collect and report these programmatic data.

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

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

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

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

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

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

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

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

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

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

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

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

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

18. Agreement Amendment(s) – This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties' governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which will be attached at the time of any amendments(s). If the Subrecipient seeks an amendment to this agreement, the request for such amendments shall be submitted in written form to the Gloucester County Community Development Program in a format prescribed by the Housing and Community Development Program. If an amendment to the Gloucester County Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.
19. Termination Date – The termination date of this Agreement is **August 31, 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:

**NEWFIELD TERRACE COMMUNITY  
ACTION ORGANIZATION**

**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)**

**Newfield Terrace Community Action Organization**  
 126 New Jersey Avenue  
 Newfield, NJ 08344

GLOUCESTER COUNTY, NEW JERSEY

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

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**Signature – President**

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**Typed Name – President**

---

Date

**ATTEST:**

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**Signature of Person Attesting Signature by President**

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**Typed Name – Person Attesting Signature by President**

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**Title – Person Attesting Signature by President**

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**Date of Attesting Person's Signature**

## APPENDIX TO CDBG CERTIFICATIONS

### INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

#### A. Lobbying Certification – Paragraph n

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

#### B. Drug-Free Workplace Certification – Paragraph o

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

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

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

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

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

**EXHIBIT 2**

**SCOPE OF SERVICES**

## **EXHIBIT 2**

### **SCOPE OF SERVICES**

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

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

### **ACTIVITY DESCRIPTION**

The total **PY 2014-2015 CDBG** budget for this activity shall not exceed **\$10,000.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **August 31, 2015**.

Newfield Terrace Community Action Organization is a private non-profit and Community based organization located at the Newfield Terrace Community Center in Gloucester County's Township of Franklin. The program has been established to provide youth ages 6 to 18 with positive educational enrichment to the stimulation they receive during the regular school day, thereby enhancing their total knowledge and behavioral attitudes. Newfield Terrace Community Action Organization provides structured after-school programs featuring educational, technology, social and recreational programs that provide alternatives to the threat of drugs and gang-related activities. The program is an academic extension of the school day beginning at 3:30 p.m. and ending at 6:30 p.m. Monday through Friday. They have approximately 25 children of all ages that take advantage of the after school program. The program also schedules a "lock-in" from 6pm to 11pm on the weekends, once a month. The activities consist of music, food and games and require that someone (parent or guardian) drop off and pick the children up. Newfield Terrace is requesting funding for expenses related to the operation of the youth program for materials, maintenance, utilities and fees. The term of this agreement is September 1, 2014 through August 31, 2015.

**EXHIBIT 3**

**AGREEMENT AMENDMENTS**

[Add Amendments if applicable]

**EXHIBIT 4**

**LEASE AGREEMENT**

[Add if applicable]

**EXHIBIT 5**

**PROPERTY USE REQUIREMENTS**

[Add if Applicable]

HUD GRANT NO: B-14-UC-34-0109  
AMOUNT: \$20,000.00  
GC AGREEMENT NO: CD-14-PS#2

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

**THIS AGREEMENT**, made and entered into on the 1<sup>st</sup> day of September, 2014 by and between the **COUNTY OF GLOUCESTER**, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Freeholders, hereinafter referred to as the "County", and the **CENTER FOR FAMILY SERVICES, INC.**, a Gloucester County Public Service Subrecipient, hereinafter referred to as the "Subrecipient," located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County;

**WITNESSETH:**

**WHEREAS**, Gloucester County has received a **FFY 2014-2015** 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 **PY2014** 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 August 31, 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 **August 31, 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:

**CENTER FOR FAMILY SERVICES, INC.**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Typed Name/Title)

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

BY: \_\_\_\_\_  
(Typed Name/Title)

By: **ROBERT N. 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)**

**Center for Family Services, Inc.**  
**Together Youth Shelter**  
 301 Greentree Road  
 Glassboro, NJ 08028

GLOUCESTER COUNTY, NEW JERSEY

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

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**Signature** – President

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**Typed Name** – President

---

Date

**ATTEST:**

---

**Signature** of Person Attesting Signature by President

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**Typed Name** – Person Attesting Signature by President

---

**Title** – Person Attesting Signature by President

---

**Date of Attesting Person's Signature**

## APPENDIX TO CDBG CERTIFICATIONS

### INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

A. Lobbying Certification – Paragraph n

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

B. Drug-Free Workplace Certification – Paragraph o

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

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

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

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

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

**EXHIBIT 2**

**SCOPE OF SERVICES**

## **EXHIBIT 2**

### **SCOPE OF SERVICES**

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

Agency: **Center for Family Services, Inc.**  
Activity Name: **Together Youth Shelter – Get Fit Program**  
Activity Number: **CD-14-PS#2**

### **ACTIVITY DESCRIPTION**

The total **PY 2014-2015 CDBG** budget for this activity shall not exceed **\$20,000.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **August 31, 2015**.

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

**EXHIBIT 3**

**AGREEMENT AMENDMENTS**

[Add Amendments if applicable]

**EXHIBIT 4**

**LEASE AGREEMENT**

[Add if applicable]

**EXHIBIT 5**

**PROPERTY USE REQUIREMENTS**

[Add if Applicable]

HUD GRANT NO: B-14-UC-34-0109  
AMOUNT: \$20,000.00  
GC AGREEMENT NO: CD-14-PS#3

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

**THIS AGREEMENT**, made and entered into on the 1<sup>st</sup> day of September, 2014 by and between the **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 **ROBINS' NEST, INC.**, a Gloucester County Public Service Subrecipient, hereinafter referred to as the "Subrecipient," located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County;

**WITNESSETH:**

**WHEREAS**, Gloucester County has received a **FFY 2014** 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 **PY2014-2015** 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 August 31, 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 **August 31, 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:

**ROBINS' NEST, INC.**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Typed Name/Title)

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

BY: \_\_\_\_\_  
(Typed Name/Title)

By: **ROBERT N. 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 I of the Act; or
  - 2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;
- (k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Part 570.608;
- (l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR Part 570.606.
- (m) It has adopted and is enforcing:
  - 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
  - 2. A policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

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

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

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

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

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

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

**Robins' Nest, Inc. – Danellie Counseling Center**  
 42 S. Delsea Drive  
 Glassboro, NJ 08028

GLOUCESTER COUNTY, NEW JERSEY

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

\_\_\_\_\_  
**Signature – President**

\_\_\_\_\_  
**Typed Name – President**

\_\_\_\_\_  
 Date

**ATTEST:**

\_\_\_\_\_  
**Signature of Person Attesting Signature by President**

\_\_\_\_\_  
**Typed Name – Person Attesting Signature by President**

\_\_\_\_\_  
**Title – Person Attesting Signature by President**

\_\_\_\_\_  
**Date of Attesting Person's Signature**

## APPENDIX TO CDBG CERTIFICATIONS

### INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

A. Lobbying Certification – Paragraph n

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

B. Drug-Free Workplace Certification – Paragraph 0

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: **Robins' Nest, Inc.**

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

Activity Number: **CD-14-PS#3**

### **ACTIVITY DESCRIPTION**

The total **PY 2014-2015 CDBG** budget for this activity shall not exceed **\$20,000.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **August 31, 2015**.

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

**EXHIBIT 3**

**AGREEMENT AMENDMENTS**

[Add Amendments if applicable]

**EXHIBIT 4**

**LEASE AGREEMENT**

[Add if applicable]

**EXHIBIT 5**

**PROPERTY USE REQUIREMENTS**

[Add if Applicable]

**RFP # 014-026 Competitive Contracting: Community Development Block Grant Program  
(CDBG) Public Services Activities**

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**BASIS OF AWARD:**

**Boys & Girls Club Gloucester County – Paulsboro – Teen Center**

**(To be completed by County evaluation committee)**

<b>EVALUATION FACTORS</b>		<b>SCORE</b>
Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.		
<b>A.</b>	<b><u>Proposal contains all required checklist information</u></b>  ___ 10 ___ points All required documentation submitted	<b>10</b>
<b>B.</b>	<b><u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u></b>  ___ 10 ___ points Vendor demonstrated all certifications experience and training	<b>9</b>
<b>C.</b>	<b><u>Collaboration with Other Agencies – Clear description of working relationships</u></b>  ___ 15 ___ points Vendor has a strong working relationship with other organizations as well as educational institutions and social agencies	<b>15</b>
<b>D.</b>	<b><u>Meeting CDBG National Objective of Benefit to Low-Moderate Income Persons (at least 51% of clients served must be low-mod)</u></b>  ___ 15 ___ points Vendor has methods in place to ensure that income verification is completed	<b>15</b>
<b>E.</b>	<b><u>Reasonableness of Cost Proposal demonstrating Matching Funds/Leveraging</u></b>  ___ 25 ___ points The proposal reflected sustainability with detailed budget	<b>23</b>
<b>F.</b>	<b><u>Program Performance Measurement: Number of Beneficiaries Served for Funding Requested</u></b>  ___ 25 ___ points Vendor has the capacity to accomplish the program and has documented reliability	<b>22</b>
<b>TOTALS</b>		<b>94</b>

RFP # 014-026 Competitive Contracting: Community Development Block Grant Program (CDBG) Public Services Activities

BASIS OF AWARD: Gateway Community Action Partnership - Headstart (Monroe, Glassboro)

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	SCORE
<p>A. <u>Proposal contains all required checklist information</u>  <u>10</u> points  All required documentation submitted</p>	10
<p>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u>  <u>10</u> points  vendor provided the required teacher certifications, experience and training</p>	9
<p>C. <u>Collaboration with Other Agencies – Clear description of working relationships</u>  <u>15</u> points  Vendor has a strong working relationship with educational institutions and partnership with social service agencies.</p>	13
<p>D. <u>Meeting CDBG National Objective of Benefit to Low-Moderate Income Persons (at least 51% of clients served must be low-mod)</u>  <u>15</u> points  Vendor targets pre-certified low income residents to provide the services</p>	15
<p>E. <u>Reasonableness of Cost Proposal demonstrating Matching Funds/Leveraging</u>  <u>25</u> points  proposal's planned program activities reflected sustainability of program</p>	24
<p>F. <u>Program Performance Measurement: Number of Beneficiaries Served for Funding Requested</u>  <u>25</u> points  Vendor consistently demonstrates service to the higher risk population and has a good track record of direct support to its clients/beneficiaries.</p>	22
<p><b>TOTALS</b></p>	93

**RFP # 014-026 Competitive Contracting: Community Development Block Grant Program  
(CDBG) Public Services Activities**

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**BASIS OF AWARD: Food Bank of SJ – Kids Café/KidzPak/SnackZone**

<b>EVALUATION FACTORS</b>		<b>SCORE</b>
<p>Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.</p>		
<p><b>A. <u>Proposal contains all required checklist information</u></b>  <u>    10    </u> points                      All required documentation submitted</p>	<p><b>10</b></p>	
<p><b>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u></b>  <u>    10    </u> points                      Vendor provided the required experience and training to provide the services described.</p>	<p><b>9</b></p>	
<p><b>C. <u>Collaboration with Other Agencies – Clear description of working relationships</u></b>  <u>    15    </u> points                      Vendor has a strong working relationship with school districts and support social service and nutritional agencies to ensure services and outreach</p>	<p><b>15</b></p>	
<p><b>D. <u>Meeting CDBG National Objective of Benefit to Low-Moderate Income Persons (at least 51% of clients served must be low-mod)</u></b>  <u>    15    </u> points                      Vendor targets pre-certified low income residents to provide the services</p>	<p><b>15</b></p>	
<p><b>E. <u>Reasonableness of Cost Proposal demonstrating Matching Funds/Leveraging</u></b>  <u>    25    </u> points                      proposal's planned program activities indicated that the vendor has access to outside funding sources for sustainability</p>	<p><b>24</b></p>	
<p><b>F. <u>Program Performance Measurement: Number of Beneficiaries Served for Funding Requested</u></b>  <u>    25    </u> points                      vendor has the capacity to accomplish the program and displayed references of reliability and continuity of its programs and has added more locations</p>	<p><b>24</b></p>	
<p><b>TOTALS</b></p>	<p><b>97</b></p>	

**RFP # 014-026 Competitive Contracting: Community Development Block Grant Program  
(CDBG) Public Services Activities**

**BASIS OF AWARD: Newfield Terrace Community Action Center- Mentor/After-school program  
(To be completed by County evaluation committee)**

<p style="text-align: center;"><b>EVALUATION FACTORS</b></p> <p>Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.</p>	<p style="text-align: center;"><b>SCORE</b></p>
<p><b>A. <u>Proposal contains all required checklist information</u></b>  <u>10</u> points                      All required documentation submitted</p>	<p style="text-align: center;"><b>10</b></p>
<p><b>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u></b>  <u>10</u> points                      Vendor provided the required experience and training to provide the services described.</p>	<p style="text-align: center;"><b>9</b></p>
<p><b>C. <u>Collaboration with Other Agencies – Clear description of working relationships</u></b>  <u>15</u> points                      Vendor has a strong working relationship with community leaders and residents and support social service agencies</p>	<p style="text-align: center;"><b>13</b></p>
<p><b>D. <u>Meeting CDBG National Objective of Benefit to Low-Moderate Income Persons (at least 51% of clients served must be low-mod)</u></b>  <u>15</u> points                      Vendor targets pre-certified low income residents to provide the services</p>	<p style="text-align: center;"><b>14</b></p>
<p><b>E. <u>Reasonableness of Cost Proposal demonstrating Matching Funds/Leveraging</u></b>  <u>25</u> points                      proposal's planned program activities reflected sustainability of program although not as many other sources of funds</p>	<p style="text-align: center;"><b>19</b></p>
<p><b>F. <u>Program Performance Measurement: Number of Beneficiaries Served for Funding Requested</u></b>  <u>25</u> points                      vendor has the capacity to accomplish the program and displayed references of reliability and continuity of its programs</p>	<p style="text-align: center;"><b>21</b></p>
<p style="text-align: center;"><b>TOTALS</b></p>	<p style="text-align: center;"><b>86</b></p>

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RFP # 014-026 Competitive Contracting: Community Development Block Grant Program (CDBG) Public Services Activities

BASIS OF AWARD: Center for Family Services – Together Youth Shelter/Get Fit (To be completed by County evaluation committee)

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	SCORE
<p>A. <u>Proposal contains all required checklist information</u>  <u>10</u> points  All required documentation submitted</p>	10
<p>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u>  <u>10</u> points  Vendor provided the required experience and training to provide the services described.</p>	9
<p>C. <u>Collaboration with Other Agencies – Clear description of working relationships</u>  <u>15</u> points  Vendor has a strong working relationship with community leaders and residents and support social service agencies</p>	14
<p>D. <u>Meeting CDBG National Objective of Benefit to Low-Moderate Income Persons (at least 51% of clients served must be low-mod)</u>  <u>15</u> points  Vendor targets HUD defined homeless youth and pre-certified low income residents to provide the services</p>	15
<p>E. <u>Reasonableness of Cost Proposal demonstrating Matching Funds/Leveraging</u>  <u>25</u> points  The proposal reflected sustainability with detailed budget</p>	21
<p>F. <u>Program Performance Measurement: Number of Beneficiaries Served for Funding Requested</u>  <u>25</u> points  vendor has the capacity to accomplish the program and displayed references of reliability and continuity of its programs</p>	23
<p><b>TOTALS</b></p>	92

RFP # 014-026 Competitive Contracting: Community Development Block Grant Program  
(CDBG) Public Services Activities

BASIS OF AWARD: Robin's Nest – Danellie Center: Parent/Child Intervention Therapy  
(To be completed by County evaluation committee)

<p style="text-align: center;"><b>EVALUATION FACTORS</b></p> <p>Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.</p>	<p style="text-align: center;"><b>SCORE</b></p>
<p><b>A. <u>Proposal contains all required checklist information</u></b>  <u>    10    </u> points                      All required documentation submitted</p>	<p style="text-align: center;"><b>10</b></p>
<p><b>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u></b>  <u>    10    </u> points                      Vendor provided the required experience and training to provide the services described.</p>	<p style="text-align: center;"><b>9</b></p>
<p><b>C. <u>Collaboration with Other Agencies – Clear description of working relationships</u></b>  <u>    15    </u> points                      Vendor has a strong working relationship with community leaders and residents and support social service agencies</p>	<p style="text-align: center;"><b>13</b></p>
<p><b>D. <u>Meeting CDBG National Objective of Benefit to Low-Moderate Income Persons (at least 51% of clients served must be low-mod)</u></b>  <u>    15    </u> points                      Vendor targets pre-certified very low and low income residents to provide the services</p>	<p style="text-align: center;"><b>15</b></p>
<p><b>E. <u>Reasonableness of Cost Proposal demonstrating Matching Funds/Leveraging</u></b>  <u>    25    </u> points                      The proposal reflected sustainability with detailed budget</p>	<p style="text-align: center;"><b>23</b></p>
<p><b>F. <u>Program Performance Measurement: Number of Beneficiaries Served for Funding Requested</u></b>  <u>    25    </u> points                      vendor has the capacity to accomplish the program and displayed references of reliability and continuity of its programs</p>	<p style="text-align: center;"><b>23</b></p>
<p style="text-align: center;"><b>TOTALS</b></p>	<p style="text-align: center;"><b>93</b></p>

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**RESOLUTION TO CONTRACT WITH TRIAD ASSOCIATES, INC., TO PROVIDE  
PROFESSIONAL SERVICES AS A PLANNING CONSULTANT AND PROJECT  
IMPLEMENTATION MANAGER FROM SEPTEMBER 1, 2014 TO AUGUST 31, 2015  
IN AN AMOUNT NOT TO EXCEED \$103,600.00**

**WHEREAS**, there exists a need for the County of Gloucester to contract for the services of a Planning Consultant and Project Implementation Manager on various projects for the County's Planning Division; and

**WHEREAS**, the County requested proposals via RFP 014-027 from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that Triad Associates, Inc., with offices at 1301 W. Forrest Grove Road, Vineland NJ 08360, made the most advantageous proposal; and

**WHEREAS**, the contract shall be for estimated units of service in an amount not to exceed \$103,600.00 from September 1, 2014 to August 31, 2015 pursuant to the proposal submitted by the Contractor; and

**WHEREAS**, the Certificate of Availability of Funds has not been issued at this time as this is an open ended contract, which does not obligate the County of Gloucester to make any purchase, and prior to any purchase being made or service rendered pursuant to the within award, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purpose and identifying the line item of the County budget from which said funds will be paid; and

**WHEREAS**, this contract may be awarded pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in accordance with N.J.S.A. 40A:11-5(1)(a)(i), in that the subject matter of the contract is for the provision of professional services.

**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 attest to and the Clerk of the Board be and is hereby authorized to attest to the contract with Triad Associates, Inc., for the provision of Planning Consultant and Project Implementation services relative to the Community Development Block Grant and HOME Investment Partnership Programs in an amount not to exceed \$103,600.00 from September 1, 2014 to August 31, 2015; and

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

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, July 23, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

**PROFESSIONAL SERVICES CONTRACT  
BETWEEN  
THE COUNTY OF GLOUCESTER  
AND  
TRIAD ASSOCIATES, INC.**

**THIS CONTRACT** is made this 1<sup>st</sup> day of September, 2014, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **TRIAD ASSOCIATES, INC.**, of 1301 W. Forrest Grove Road, Vineland, NJ 08360, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, the County of Gloucester has determined that there is a need for the services of Planning Consultant and Project Implementation and Activity Delivery Services for its Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Programs as per **RFP-014-027**; and

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

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

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

**TERMS OF AGREEMENT**

1. **TERM**. The term of the contract shall be from September 1, 2014 to August 31, 2015.
2. **COMPENSATION**. Contractor shall be compensated as per the proposal submitted by the Contractor, dated June 5, 2014, and/or in accordance with Schedule A attached hereto and incorporated into and made part of this Contract in an amount not to exceed \$103,600.00.

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

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 shall be as set forth in Contractor's Qualifications Statement and/or Scope of Services attached hereto as Schedule B, and in accordance with the specifications of the RFP 014-027 and Contractor's responsive proposal dated June 5, 2014, which are incorporated by reference and made part of this Contract. Should there occur a conflict between this form of contract and RFP 014-027, this contract shall prevail.

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

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

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation and 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 and gender identity or expression, disability, nationality or sex. Such equal employment opportunities 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 non-discrimination 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 gender, 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, where applicable, 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, where applicable, agrees to make good faith efforts to meet targeted 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 the County a copy of all current licenses 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 the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents and/or subcontractors.

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

**A.** Pursuant to the termination provisions set forth in the RFP 014-027 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 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 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 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 of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the 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 and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

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

10. **SET-OFF.** Should Contractor either refuse or neglect to perform the service 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.

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

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

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

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

17. **COMPLIANCE WITH APPLICABLE LAW.** 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.

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

19. **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.

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP 014-027 issued by the County of Gloucester and Contractor's responsive proposal dated June 5, 2014. If there should occur a conflict between this form of Contract or RFP 014-027 and the Contractor's responsive proposal dated June 5, 2014, then this Contract or the RFP, as the case may be, shall prevail.

**THIS CONTRACT is dated this 1<sup>st</sup> day of September, 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, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**TRIAD ASSOCIATES, INC.**

\_\_\_\_\_  
**BY: MICHAEL ZUMPINO, CHAIRMAN**

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

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

## SCHEDULE A

### Payment Schedule

The services provided under this agreement shall be paid for monthly by the County, payable after the services are completed and the invoice is submitted and approved by the County. Purchasing will then match the invoice with the voucher, receiving report and purchase order. After all paperwork is reviewed the voucher will be prepared for payment. Invoices will be payable consistent with the Contractor's cost proposal below:

**Flat rate schedule:**

♦ Preparation of the Five Year Consolidated Plan (2015-2019)	\$22,500
♦ Preparation of 2015 Annual Action Plan	\$ 8,900
♦ Preparation of 2015 Environmental Review Record	\$ 6,120
♦ Preparation of 2014 CAPER	\$ 7,560
♦ Oversight, coordination and implementation of the Owner-occupied rehabilitation program as outlined in Exhibit B	\$4,000 monthly

**Technical Services Hourly rate schedule:**

♦ President/Chairman	\$175/hour
♦ Vice President	\$175/hour
♦ Technical Advisor	\$150/hour
♦ Senior Associate	\$150/hour
♦ Associate	\$135/hour

The following services are provided under the technical services component of this contract include, but are not limited to:

- ♦ Preparation and submission of formal USDA Housing Preservation Grant (HPG) application
- ♦ Technical advisory services for administration of HPG
- ♦ Strategy and Application for available grants/funds related to economic and community development
- ♦ Conduct monitoring of Public Services, Housing Rehabilitation and Labor Compliance Files, and other programs as needed
- ♦ Assist with contract/labor standard compliance
- ♦ Provide HOME/Subsidy layering analysis
- ♦ Develop and Implement IDIS Training and Technical Assistance component
- ♦ Amendments to Action Plan including change of projects/activities
- ♦ Strategies for implementing current funding sources
- ♦ Provide General Technical Services as required

**Schedule B**  
**Scope of Services**

The Planning Consultant shall provide services in each category including but not limited to:

**Planning/Administrative Services:**

- Preparation of the Five Year Consolidated Plan 2015-2019
- Preparation of the 2015 Annual Action Plan
- Preparation of 2014 Caper
- Develop an inventory of State, Federal, and private resources which can assist the County and participating Urban County Municipalities in their overall program planning for community development;
- Act as an agent on behalf of the County and the participating Urban County Municipalities in the pursuit and application of State, Federal and private funds that may assist in the expansion of the Urban County Community Development Program;
- Provide extensive housing and community development consulting services to the County and participating Urban County Municipalities, which shall include:
  - Working with lenders in considering a County-sponsored Housing and Community Development Program that involves public and private funding, resulting in below-market blended interest rates for community development activities;
  - Internal monitoring of municipal and project files to ensure compliance with HUD Single Audits
- Technical Assistance with reporting requirements and training related to IDIS
- Assist the County in developing new and specific programs and projects to be executed with the available financial resources for community development activities;
- Provide technical assistance to the County in preparation of its Five Year Consolidated Plan and Annual Action Plan for the Urban County participating municipalities in accordance with applicable HUD guidelines, regulations and statutes including submission via electronic format in IDIS. The County will coordinate and schedule all public hearings and will provide representation from the Community Development office at the respective hearings. The Consultant will also participate, when necessary, in the public hearings so as to be properly apprised of community, housing, and economic development issues that may arise through the public hearing process. The County will provide base data, including census data, 20/20 mapping, and other demographic data that will enable the Consultant to develop the Plan.
- Provide technical assistance for revisions/amendments of Annual Action Plan and Five Year Consolidated Plan as necessary and submission of Plans in IDIS
- Preparation of the Consolidated Annual Performance and Evaluation Report (CAPER) as required by HUD and submission in IDIS
- Provide consulting services regarding program administration.
- Provide training to County staff and sub grantees on CDBG and HOME programs.
- Assist the County in program monitoring of sub grantees and HUD programmatic monitoring.
- Provide technical assistance to sub grantees on program related issues.
- Provide General Technical Services as requested

**Program Implementation/Activity Delivery Services:**

- Assist the County with case management and implementation services for county-wide owner-occupied rehabilitation program which shall include:
  - Initial Application Review, client file initiation, preliminary documentation work-up -Refresh application information when due for rehab.
  - Create and maintain project spread sheet.

- Schedule initial inspection with inspector and client.
- Confirm inspection appointment day with inspector (under separate contract) and client.
- Attend inspection for pictures, verify application facts and occupancy.
- Review Work Write-up when received with client.
- Letter to client requesting permission to quote out project
- Compile, copy and fax quote package to contactors.
- Analyze quotes, select contractor, and mail award letters.
- Section 106 Historic Preservation review paperwork (if required by the Borough).
- Schedule contract signing and pre-construction conference.
- Prepare construction contracts and loan documents.
- Verify Borough code official sign offs at end of job.
- Provide continuing technical assistance in addressing noise impact on rehabilitation and construction projects;
- Preparation of required Environmental Review Record for projects to be included in the County's Action Plan and special projects as amended and submission in IDIS
- Provide technical and administrative assistance for municipal and special projects, which may include attendance at project pre-construction meetings and Public Hearings.
- Assist the County in project review, project feasibility studies, including subsidy layering analyses, and other specific project related activities.

**BASIS OF AWARD**

(To be completed by County evaluation committee)  
 (100 Point total will be used to determine the Award)  
 The County will select the vendor deemed most advantageous to the  
 County, based on price and other factors considered.

RFP-014-027 Planning Consultant - TRIAD

EVALUATION FACTORS	SCORE
Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	
A. Proposal contains all required checklist information <u>5</u> points All required documentation submitted.	5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> Over 40 years experience in this field with a proven track record. HUD, CDBG, HOME and HFMA are all housing related programs that meet State and Federal requirements. <u>25</u> points	24
C. <u>Relevance and Extent of Similar Engagements performed</u> Many projects listed. Vendor has extensive County experience. Also they are our current vendor for this service. <u>25</u> points	24
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Thoroughly understands CDBG requirements and has IDIS training. <u>25</u> points	23
E. Reasonableness of Cost Proposal 175.00 President / 150.00 Vice President / 150.00 Technical Advisor / 135.00 Senior Associate <u>20</u> points	15
<b>TOTALS</b>	<b>91</b>

C3

**RESOLUTION TO CONTRACT WITH J. TIMOTHY KERNAN, INC. TO PROVIDE  
PROFESSIONAL SERVICES AS A HOUSING INSPECTOR/ENGINEER FROM  
SEPTEMBER 1, 2014 TO AUGUST 31, 2015 IN AN AMOUNT NOT TO EXCEED  
\$50,000.00**

**WHEREAS**, there exists a need for the County of Gloucester to contract for the services of Housing Inspector/Engineer for the Community Development Block Grant (CDBG) and HOME Investment Partnership Programs; and

**WHEREAS**, the County requested proposals via RFP 014-025 from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that J. Timothy Kernan, Inc., with offices at 935 Kings Highway, Suite 100, Thorofare, NJ, 08086 made the most advantageous proposal; and

**WHEREAS**, the contract shall be for estimated units of service in an amount not to exceed \$50,000.00 from September 1, 2014 to August 31, 2015 pursuant to the proposal submitted by the Contractor; and

**WHEREAS**, the Certificate of Availability of Funds has not been issued at this time as this is an open ended contract, which does not obligate the County of Gloucester to make any purchase, and prior to any purchase being made or service rendered pursuant to the within award, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purpose and identifying the line item of the County budget from which said funds will be paid; and

**WHEREAS**, this contract may be awarded pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in accordance with N.J.S.A. 40A:11-5(1)(a)(i), in that the subject matter of the contract is for the provision of professional services.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board is hereby authorized and directed to execute and the Clerk of the Board is hereby authorized to attest to the contract with J. Timothy Kernan, Inc. for the provision of Housing Inspection/Engineering services relative to the CDBG and HOME Investment Partnership Programs in an amount not to exceed \$50,000.00 from September 1, 2014 to August 31, 2015; and

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

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, July 23, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

**PROFESSIONAL SERVICES CONTRACT  
BETWEEN  
THE COUNTY OF GLOUCESTER  
AND  
J. TIMOTHY KERNAN, INC.**

**THIS CONTRACT** is made this 1<sup>st</sup> day of September, 2014, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **J. TIMOTHY KERNAN, INC.**, of 935 Kings Highway, Suite 100, Thorofare, NJ, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, the County of Gloucester has determined that there is a need for the services of Housing Inspector/Engineering Services for its Owner Occupied Rehabilitation Program funded by the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Programs as per **RFP-014-025**; and

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

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

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

**TERMS OF AGREEMENT**

1. **TERM**. The term of the contract shall be from September 1, 2014 to August 31, 2015.
2. **COMPENSATION**. Contractor shall be compensated as per the proposal submitted by the Contractor, dated June, 2014, and/or in accordance with Schedule A attached hereto and incorporated into and made part of this Contract in an amount not to exceed \$50,000.00.

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

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 shall be as set forth in Contractor's Qualifications Statement and/or Scope of Services attached hereto as Schedule B, and in accordance with the specifications of the RFP 014-025 and Contractor's responsive proposal dated June, 2014, which are incorporated by reference and made part of this Contract. Should there occur a conflict between this form of contract and RFP 014-025, this contract shall prevail.

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

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

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation and 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 and gender identity or expression, disability, nationality or sex. Such equal employment opportunities 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 non-discrimination 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 gender, 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, where applicable, 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, where applicable, agrees to make good faith efforts to meet targeted 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 the County a copy of all current licenses 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 the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents and/or subcontractors.

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

A. Pursuant to the termination provisions set forth in the RFP 014-025 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 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 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 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 of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the 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 and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

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

10. **SET-OFF.** Should Contractor either refuse or neglect to perform the service 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.

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

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

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

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

17. **COMPLIANCE WITH APPLICABLE LAW.** 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.

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

19. **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.

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP 014-025 issued by the County of Gloucester and Contractor's responsive proposal dated June 6, 2014. If there should occur a conflict between this form of Contract or RFP 014-027 and the Contractor's responsive proposal dated June, 2014, then this Contract or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is dated this 1<sup>st</sup> day of **September, 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, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**J. TIMOTHY KERNAN, INC.**

\_\_\_\_\_  
**BY: J. TIMOTHY KERNAN, PRESIDENT**

## SCHEDULE A

### **Payment Schedule**

Consistent with the Cost proposal submitted with Contractors response to the RFP, the services provided under this agreement shall be paid for monthly by the County, payable after the services are completed and the invoice is submitted and approved by the County. Purchasing will then match the invoice with the voucher, receiving report and purchase order. After all paperwork is reviewed the voucher will be prepared for payment.

Cost for the rehabilitation inspection/engineering services of one (1) unit: \$820 per unit

1. Appointment and initial site inspection with homeowner	\$340
2. Work write-up in bid spec format plus photos	\$340
3. Provide construction administration with maximum of two (2) site visits which includes final inspection	<u>\$140</u>
	<b>\$820</b>

- ♦ Work write-up shall be separated into bid spec format (roof, heater, electrical, plumbing).
- ♦ Submissions shall give a conclusive per unit cost
- ♦ Construction administration required beyond the two (2) site visits quoted will be billed as an additional charge of \$140 per site visit.

## Schedule B

### Scope of Services

Housing Inspection and Engineering Services for its Owner Occupied Rehabilitation Program. The Owner Occupied Rehabilitation Program provides direct financial assistance to low and moderate income households for housing rehabilitation. Upon direction by the County, the Housing Inspector/Engineer shall, with approval by the County, Property Owner, and the Local Building Code Official, perform the following services:

- Inspect designated property within 10 working days of receiving request.
- Create detailed work write-ups with associated estimated construction costs;
- Provide construction administration as needed to ensure quality of work by construction contractor which may include additional site visits.
- Final inspections must be made within five working days of receiving write up request.
- Approve contractor requisitions for payment.
- Site visits and work write-ups for emergency rehabs must be completed within 48 hours of notification.
- All non-emergency project work write-ups must be submitted within two weeks of notification.
- "Before" and "After" pictures to be taken of Project and submitted to the Community Development Office. Additional photos required for compliance with State Historical Preservation Office (SHPO) for structures over 50 years old.

A 1% monetary penalty will be assessed for every day beyond the 10 day (initial inspection) or 5 day (final inspection) work write up request.

In inspecting and providing work write-ups indicating items that need repair, the Housing Inspector and/or Engineer must ascertain that the following standards and codes are enforced to ensure housing quality:

1. The Housing Quality Standards (HQS) for the Section 8 Existing Housing Program of the U.S. Dept. of Housing and Urban Development including Lead-based paint requirements;
2. The BOCA (Building Offices and Code Administrators) Building and Housing Property Maintenance Code;
3. The Uniform Construction Code of the State of New Jersey;
4. The Cost Effective Energy Conservation and Effectiveness Standards;
5. Other applicable local codes, rehabilitation standards, or ordinances.

The County estimates that it will provide assistance for the rehabilitation of approximately 60 housing units during a designated 12 month period.

**BASIS OF AWARD**

(To be completed by County evaluation committee)  
(100 Point total will be used to determine the Award)  
The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.

RFP-014-025 - Housing Inspection Services – J. Timothy Kernan

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	SCORE
A. Proposal contains all required checklist information <u>5</u> points All required documentation submitted.	5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> Very experienced in this field. Current vendor with qualified professionals. <u>25</u> points	23
C. <u>Relevance and Extent of Similar Engagements performed</u> Vendor listed many similar jobs. Vendor also has a proven performance. <u>25</u> points	24
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Plan submitted shows proven performance with proven accessibility. <u>25</u> points	24
E. Reasonableness of Cost Proposal Fees for services listed are 820.00 per unit. <u>20</u> points	17
<b>TOTALS</b>	<b>93</b>

C-4

**RESOLUTION TO CONTRACT WITH RIGGINS, INC. FOR THE SUPPLY AND DELIVERY OF GASOLINE AND DIESEL FUEL FROM AUGUST 4, 2014 TO AUGUST 3, 2016 IN AN AMOUNT NOT TO EXCEED \$700,000.00 PER CONTRACT YEAR**

**WHEREAS**, the County of Gloucester (hereinafter the "County") advertised for the receipt of bids for the supply and delivery of gasoline and diesel fuel to be utilized by the County of Gloucester; and

**WHEREAS**, bids were publicly received and opened on June 17, 2014; and

**WHEREAS**, after following proper bidding procedure, it was determined that Riggins, Inc., with an address of 3938 S. Main Road, Vineland, NJ 08360 was the lowest responsive and responsible bidder to provide:

- Ultra low sulfur diesel fuel at  $-\$0.0015$  per gallon;
- 87 Octane unleaded gasoline at  $-\$0.020$  per gallon;
- 89 Octane unleaded gasoline at  $-\$0.020$  per gallon;
- 93 Octane unleaded gasoline at  $-\$0.030$  per gallon;
- Ultra Low Sulfur Diesel Fuel (*Winter Blend*) at  $\$0.010$  per gallon as per PD# 014-027; and

**WHEREAS**, the contract term shall be from August 4, 2014 to August 3, 2016, in an amount not to exceed  $\$700,000.00$  for each contract year with the option of the County to extend this Contract for one (1) 2 year period, or two (2) 1 year periods; and

**WHEREAS**, the contract is open ended, which does not obligate the County to make any purchase; so that no Certificate of Availability of Funds is required at this time; and

**WHEREAS**, continuation of the contract beyond December 31, 2014 is conditioned upon the approval of the 2015 and 2016 County budgets.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that a contract for the supply and delivery of gasoline and diesel fuel, as per bid specification PD# 014-027, be and is hereby awarded to Riggins, Inc. from August 4, 2014 to August 3, 2016, with the option of the County to extend the Contract for one (1) 2 year period, or two (2) 1 year periods, for an amount not to exceed  $\$700,000.00$  for each contract year, in accordance with and pursuant to the bid submitted, unit prices set forth within the bid proposal for the items as set forth hereinabove; and

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, July 23, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

**CONTRACT BETWEEN  
THE COUNTY OF GLOUCESTER  
AND  
RIGGINS, INC.**

**THIS CONTRACT** is made effective the **4th** day of **August, 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 **RIGGINS, INC.**, with offices at 3938 S. Main Road, Vineland, New Jersey 08360, hereinafter referred to as "Vendor".

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for the supply of gasoline and diesel fuel, as per bid **PD #014-027**, for use by County vehicles; and

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

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

**TERMS OF AGREEMENT**

1. **TERM.** This Contract shall be effective for the period from August 4, 2014 to August 3, 2016 with the County reserving an option to extend this Contract for one (1) 2 year period, or two (2) 1 year periods.
2. **COMPENSATION.** Contract shall be for estimated units of service as set forth in the specifications of PD# 014-027, which sets forth line *item #1* at -\$0.0015 per gallon; *item #2* at -\$0.020 per gallon; *item #3* at -\$0.020 per gallon; *item #4* at -\$0.030 per gallon, and Ultra Low Sulfur Diesel Fuel (*Winter Blend*) at \$0.010 per gallon, for an amount not to exceed \$700,000.00 for each contract year.

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

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Vendor shall be as set forth in the Specifications, and the Proposal, which are both incorporated into, and made part of this Contract, by reference. Vendor shall supply and delivery gasoline and diesel fuel to the County of Gloucester.

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

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

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

subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

A. Pursuant to the termination provisions set forth in the Specifications, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the 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 Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

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

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

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

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Vendor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

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

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

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

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

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

12. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any

obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.

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

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

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

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

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

18. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

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

20. **CONFLICT OF INTEREST.** Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

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

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

23. **CONTRACT PARTS.** Incorporated herein by reference are the Specifications and the Proposal. If there is a conflict between this Contract and the Specifications, this Contract will control. If there is a conflict between this Contract or the Specifications, and the Proposal, then this Contract, or the Specifications, as applicable shall control.

**THIS CONTRACT** is made effective the 4<sup>th</sup> day of **August, 2014.**

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**RIGGINS, INC.**

\_\_\_\_\_  
**PAUL RIGGINS, PRESIDENT**

PD 014-027		Bid Opening 6/17/2014 10:00am	
SPECIFICATIONS FOR THE SUPPLY AND DELIVERY OF GASOLINE AND ULTRA LOW SULFER DIESEL FUEL FOR GLOUCESTER COUNTY PUBLIC WORKS DEPARTMENT DIVISION OF FLEET MANAGEMENT AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-07-GC & 16GLCP			
	VENDOR:	Riggins Inc. 3936 S. Main Rd Vineland, NJ 08360 Paul Riggins President 856 825-7600 856 825-2270 FAX	VENDOR: Majestic Oil Co. 2104 Fairfax Ave. Cherry Hill, NJ 08003 Gene Raymond IV President 856 751-8801 856 751-8824 FAX
		DELIVERY CHARGE PER GAL.	DELIVERY CHARGE PER GAL.
1	ULTRA LOW SULFER DIESEL FUEL	-\$0.0015	\$0.0238
2	GASOLINE 87 OCTANE UNLEADED	-\$0.020	\$0.0088
3	GASOLINE 89 OCTANE UNLEADED	-\$0.020	-\$0.0088
4	GASOLINE 93 OCTANE UNLEADED	-\$0.030	-\$0.0088
	ULTRA LOW SULFER DIESEL FUEL (WINTER BLEND)	\$0.010	\$0.0238
	Variations: (if any)		
	Willing to extend prices to any local contracting unit with tanks of 4000 gal. or greater. Smaller tanks would be charged adelivery fee of \$65.00		Willing to extend prices to local contracting units with tanks 3000 gal. or greater. Deliveries smaller than 2,500 gallons will be charged an additional \$150.00 for all County and Coop locations
	This is a (2) two year contract with (1) one two year extension or (2) two one year extensions.		
	Will you extend your prices to local government entities within the County	YES	YES
	Bid specifications sent to:	Petroleum Traders Corp. TAC Energy Prime Vendor	Mansfield Oil Co. Atlas Oil Construction Journal
			J. Swanton Fuel Philadelphia Energy Solutions
	Based on the bid received I recommend that Riggins Inc be awarded the contract as the lowest responsive, responsible bidder.		

C-5

**RESOLUTION TO PURCHASE ONE (1) 2015 FORD SUPER DUTY F250 XL 4X4 EXTENDED CAB FROM HERTRICH FLEET SERVICES, INC. FOR THE TOTAL AMOUNT OF \$54,879.00**

**WHEREAS**, the County of Gloucester's (hereinafter the "County") Department of Public Works, Division of Fleet Management, has the need for the supply of a 2015 Ford Super Duty F250 XL 4X4 Extended Cab with Mavron Animal Transport Body (hereinafter the "vehicle") to be utilized by the Fleet Management Division and the County Animal Shelter to conduct County business; and

**WHEREAS**, after due notice and advertisement, the County received sealed bids on June 25, 2014, and after following the appropriate public bidding procedures, it was determined that Hertrich Fleet Services, Inc. with an address of 1427 Bay Road, Milford, DE. 19963, was the lowest responsive and responsible bidder to provide the vehicle pursuant to the bid specifications set forth in PD #014-030; and

**WHEREAS**, the Purchasing Agent of the County has certified the availability of funds in the amount of \$54,879.00, pursuant to CAF# 14-05926 which amount shall be charged against budget line item T-03-08-536-340-20672.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Chosen Freeholders of the County of Gloucester approves the purchase of a 2015 Ford Super Duty F250 XL 4X4 Extended Cab with Mavron Animal Transport Body for use by Fleet Management Division and the County Animal Shelter pursuant to and in accordance with the bid submitted by Hertrich Fleet Services, Inc., and the specifications promulgated by the County PD #014-030; and

**BE IT FURTHER RESOLVED**, the Freeholder Director, and the County Purchasing Agent, be and are hereby authorized and directed to execute and the Clerk of the Board to attest to all documents necessary upon approval of the original budget for the aforementioned purpose 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 23, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 14-05746 DATE 7/2/14

BUDGET NUMBER T-03-03-936-910-10674

AMOUNT OF CERTIFICATION \$ 51,319.00

DEPARTMENT Fleet Admin/Stores

COUNTY COUNSEL Conrad R. Smith

DESCRIPTION OF PRODUCT OR SERVICE

One (1) 2015 Ford Super Duty 3.500 XL Ext. Cab. 4  
dr. 114 with Maxima. Admin. Transport Body  
for the County of Gloucester.

VENDOR NAME Mechanix West Services

ADDRESS 1187 Day Road

CITY/STATE/ZIP Milford, DE 19963

DEPARTMENT HEAD APPROVAL \_\_\_\_\_

PURCHASING AGENT \_\_\_\_\_ DATE 7-2-14

FREEHOLDER MEETING DATE July 29, 2014

WHITE: CLERK OF THE BOARD  
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT  
GOLD: COUNTY COUNSEL

<p>PD 014-030 Bid Opening 8/25/2014 10:00am</p>					
<p>SPECIFICATIONS FOR SUPPLYING ONE (1) 2014 OR NEWER FORD SUPER DUTY F-250 XL EXTENDED CAB 4X4 WITH MAVRON ANIMAL TRANSPORT BODY (OR APPROVED EQUAL) TO THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC &amp; 16GLCP</p>	<p>VENDOR: Hertrich Fleet Services 1427 Bay rd. Mifflord De. 19963 Michael Wright 800 688-9825 302 839-0665 Fax</p>	<p>VENDOR: Wimmer Ford 250 Berlin Rd. Cherry Hill, NJ 08034 Mike Drahuschak 856 427-2792 856 428-4718 Fax</p>	<p>VENDOR: Mall Chevrolet 75 Haddonfield Rd. Cherry Hill, NJ 08002 Richard DiRenzo 856 662-7000 Ext. 182 856 604-0108 Fax</p>	<p>\$54,879.00</p>	<p>\$57,400.00</p>
<p>DESCRIPTION</p>					
<p>2014 Ford Super Duty F250</p>					
<p>DELIVERY ARO</p>		<p>90 to 120 Days</p>		<p>Based on production schedule at time of order</p>	<p>180 Days</p>
<p>Variations: (if any)</p>		<p>2015 Ford</p>	<p>2015 Ford</p>		<p>2015 Chev. Silverado CK25953</p>
<p>Will you extend your prices to local government entities within the County</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>		<p>Yes</p>
<p>Bid specifications sent to:</p>	<p>Prime Vendor Brian Hoskins Ford</p>	<p>ACME Auto Leasing Bowie International LLC</p>	<p>Euclid Info Tech Day Ford</p>		<p>Beyer Ford</p>
<p>Based upon the bids received, I recommend Hertrich Fleet Services be awarded the contract as the lowest responsive, responsible bidder.</p>				<p>Sincerely,</p>	

C-6

**RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) 2015  
FREIGHTLINER GHG 14 108 SD DUMP TRUCKS FROM TRANSTECK, INC., D/B/A  
FREIGHTLINER OF BRIDGEPORT FOR THE TOTAL AMOUNT OF \$266,950.00**

**WHEREAS**, the County of Gloucester's (hereinafter the "County") Department of Public Works, Division of Fleet Management, has the need for the supply of two (2) 2015 Freightliner GHG 14 108 SD heavy duty cab and chassis dump trucks to be utilized by the County's Highway Department to conduct County business; and

**WHEREAS**, after due notice and advertisement, the County received sealed bids on June 17, 2014, and after following the appropriate public bidding procedures, it was determined that Transteck, Inc. D/B/A Freightliner of Bridgeport, 400 Heron Drive, Swedesboro, NJ 08085, was the lowest responsive and responsible bidder to provide the trucks as per bid specifications PD #014-024. The bid is \$133,475.00 for each truck resulting in a total purchase amount of \$266,950.00; and

**WHEREAS**, the Purchasing Agent of the County has certified the availability of funds in the total amount of \$266,950.00, for the purchase of two (2) trucks, pursuant to CAF# 14-05914 shall be charged against budget line item #C-04-14-019-315-19401.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the purchase of two (2) 2015 Freightliner 108 SD heavy duty cab & chassis dump trucks for use by the County's Highway Department is hereby authorized; and in accordance with the bid submitted by Transteck, Inc. D/B/A Freightliner of Bridgeport, and the specifications promulgated by the County PD #014-024; and

**BE IT FURTHER RESOLVED**, the Freeholder Director and County Purchasing Agent, be and are hereby authorized and directed to execute and the Clerk of the Board to attest to all documents necessary to complete the purchase.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, July 23, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

<p>PD 014-024          Bid Opening 6/17/2014 10:00am</p>			
<p>SPECIFICATIONS FOR SUPPLYING TWO (2) 2014          FREIGHTLINER GHG14 108 SD DUMP TRUCKS          (OR EQUAL) TO THE COUNTY OF GLOUCESTER          PUBLIC WORKS DEPARTMENT DIVISION          OF FLEET MANAGEMENT</p>			
<p>Vendor:          Transteck, Inc. DBA          Freightliner of Bridgeport          400 Heron Dr.          Swedesboro, NJ 08085          G. Steigwalt Acc. Manager          856 491-4128          856 491-4129 FAX</p>			
<b>ITEM DESCRIPTION</b>	<b>Unit Price</b>		
1 2014 Freightliner 108 SD Heavy Duty Cab & Chassis	\$133,475.00		
Total for Two	\$266,950.00		
Model Year Offered	2015		
Delivery Date	5 Months		
Variations: (if any)			
Will you extend your prices to local government entities within the County	YES (Current Model Year Only)		
Specifications sent to:	Prime Vendor Trius Inc		Hawthorne Auto Sales Intercon Truck Equip.
<p>Based upon the bids received, I recommend Transteck Inc. DBA Freightliner of Bridgeport be awarded the contract, as the lowest responsive, responsible bidder.</p>			
			Sincerely,
			Robert J. McErlane Purchasing

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 14-05914 DATE 7/2/14

BUDGET NUMBER C-04-14-019-315-19401

AMOUNT OF CERTIFICATION \$ 266,950.00

DEPARTMENT Fleet Management.

COUNTY COUNSEL Emmett Primas

DESCRIPTION OF PRODUCT OR SERVICE

Two (2) 2015 Freightliner 108 SD  
Dump Trucks w/ heavy duty cab and  
Chassis as per PD 14-024

VENDOR NAME Transteck, Inc DBA-Freight liner of Bridgeport

ADDRESS 400 Heron Drive

CITY/STATE/ZIP Swedesboro, NJ 08085

DEPARTMENT HEAD APPROVAL Rory Hayes Sr.

PURCHASING AGENT [Signature] DATE 7-9-14

FREEHOLDER MEETING DATE July 23, 2014

WHITE: CLERK OF THE BOARD  
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT  
GOLD: COUNTY COUNSEL

TO THE BOARD OF CHOSEN FREEHOLDERS  
OF THE COUNTY OF GLOUCESTER

FREEHOLDERS:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY  
EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE  
VEHICLES, FOR WHICH BIDS WILL BE OPENED AND READ IN PUBLIC ON THE  
DATE ADVERTISED IN THE NEWSPAPER IN THE PURCHASING DEPARTMENT,  
2ND FLOOR, COUNTY ADMINISTRATION BUILDING, 2 SOUTH BROAD ST.  
WOODBURY, NJ 08096.

THE BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT WITH THE  
COUNTY OF GLOUCESTER TO FURNISH THE REQUIRED ITEM IN  
ACCORDANCE WITH THE PRESCRIBED SPECIFICATIONS AT THE PRICES  
OFFERED BELOW.

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>
<i>2015 mid year Freightliner</i> 2014 FREIGHTLINER GHG14 108SD DUMP TRUCK	\$ <u>133,475</u>
TOTAL FOR 2	\$ <u>266,950</u> <sup>2</sup>

**BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:**

DELIVERY DATE: 5/10 DAYS ARO

VARIATIONS:

Note only -  
Goodyear tires - as specified  
127 @ Proctor Ad -  
Expedited Delivery

SIGNATURE PAGE

SIGNED:



COMPANY:

Manstead Inc. 607 Highme  
Bridgford

NAME:

George Heiger

ADDRESS:

400 HPCO Drive

(PRINTED OR TYPED)

Sunderland NJ 08085

TITLE:

Account Manager

TELE #:

856 491 4128

DATE:

6/16/2014

FAX #:

856 491 4129

C-7

**RESOLUTION AUTHORIZING THE EXECUTION OF A TRAFFIC SIGNAL AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER, NEW JERSEY DEPARTMENT OF TRANSPORTATION AND THE TOWNSHIP OF ELK**

**WHEREAS**, traffic conditions exist along Route NJ 77 and Elk Road (CR538), in the Township of Elk, in the County of Gloucester, which require the installation and operation of a semi-actuated traffic control signal with pedestrian push buttons and areas of presence detection in order to minimize the possibility of accidents; and

**WHEREAS**, the County has a willingness to cooperate with the State and Elk Township in achieving the overall objective of safe and efficient movement of pedestrian and vehicular traffic; and

**WHEREAS**, the State of New Jersey has indicated its willingness to install a traffic control signal at the aforementioned intersection and has proposed a form of agreement pertaining to maintenance of said traffic signal.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board, and Clerk of the Board, are hereby authorized and directed to enter into an Agreement with the State of New Jersey, acting through its Commissioner of Transportation for the purpose aforesaid, a copy of said agreement being attached hereto and made a part hereof.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, July 23, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

NEW JERSEY DEPARTMENT OF TRANSPORTATION

BUREAU OF TRAFFIC ENGINEERING

TRAFFIC SIGNAL AGREEMENT

Route NJ 77 & Elk Road (CR 538)

Elk Township, Gloucester County

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand and Fourteen (2014), between the Township of Elk, located at 680 Whig Lane, Monroeville, NJ 08343, hereinafter referred to as **MUNICIPALITY**, the County of Gloucester, Board of Chosen Freeholders, located at Gloucester County Administration Building, 2 South Broad Street, PO Box 337, Woodbury, New Jersey 08096, hereinafter referred to as the **COUNTY** and the State of New Jersey, acting through its Commissioner of Transportation, New Jersey Department of Transportation, located at 1035 Parkway Avenue, P.O. Box 600, Trenton, New Jersey 08625, hereinafter referred to as **STATE**, witnesses that:

WHEREAS, a traffic condition exists at the intersection of Route NJ 77 & Elk Road (CR 538), in the Township of Elk, in the County of Gloucester, which requires the installation and operation of a semi-actuated traffic control signal with pedestrian push buttons and areas of presence detection; and

WHEREAS, the **MUNICIPALITY** and **COUNTY** has expressed a willingness to cooperate with the **STATE** in achieving the overall objective of safe and efficient movement of traffic on the said highway; and

WHEREAS, the existing flashing traffic signal is the subject of an agreement dated December 1, 1970 by and between the **STATE** and the **TOWNSHIP OF ELK**; and

WHEREAS, it is the purpose and intent of this Agreement to supersede the cost sharing portions of the December 1, 1970 agreement and provide for the participation of the **MUNICIPALITY**, **COUNTY** and the **STATE** in the cost of installation, maintenance and operation of the said traffic signal; and

Route NJ 77 & Elk Road (CR 538)

Elk Township, Gloucester County

WHEREAS, the Commissioner, under the powers vested in him by law and as more particularly set forth in N.J.S.A. 27:1A-5 and 27:7-21, has determined that it is in the STATE's best interest to enter into this Agreement;

NOW, THEREFORE, in consideration of the covenants contained herein, and pursuant to all applicable federal, state and local laws and ordinances, the

**MUNICIPALITY, COUNTY** and the **STATE** agree as follows:

1. The **STATE** will determine the character, type, location, and operation of the traffic signal in accordance with N.J.S.A. 39:4-120.
  2. The **STATE** will install the traffic signal at no cost to the **MUNICIPALITY** or **COUNTY**.
  3. The **STATE** will provide all material and equipment and will perform all labor, by its own or by contract forces, necessary to the installation of the traffic signal.
  4. The **STATE** will paint and maintain such lane and pavement markings and will erect and maintain such signs as it deems to be required to properly direct the flow of traffic at the traffic control signal. The **COUNTY** shall have no obligation to maintain or replace pavement markings or signs which are located within its jurisdiction but which are required for proper operation of the traffic control signal, including, but not limited to traffic signal ahead signs, lane control signs, and lane control pavement markings. The **COUNTY** shall maintain or replace pavement markings or signs which are located within its jurisdiction but which are not required for the proper operation of the traffic control signal, including, but not limited to, **COUNTY** road signs, parking lines, and **COUNTY** ordinance traffic control devices. The **STATE** will maintain and replace the lane and pavement markings and signs within the **STATE'S** jurisdiction.
  5. The **MUNICIPALITY** shall pay all costs for the future relocation or removal and reinstallation of any portion of the traffic signal system including presence detection equipment, if the relocation or removal and reinstallation of this equipment is made necessary by changes, such as excavations, resurfacings, widenings and corner radius changes, authorized or effectuated by the **MUNICIPALITY**.
  6. The **COUNTY** shall pay all costs for the future relocation or removal and reinstallation of any portion of the traffic signal system including presence detection equipment, if the relocation or removal and reinstallation of this equipment is made necessary by changes, such as excavations, resurfacings, widenings and corner radius changes, authorized or effectuated by the **COUNTY**.
  7. The **STATE** will pay all costs for the future relocation or removal and reinstallation of any portion of the traffic signal system including detection equipment, if the relocation or removal and reinstallation of this equipment is made necessary by changes, such as excavations, resurfacings, widenings and corner radius changes, authorized or effectuated by the **STATE**.
  8. The **STATE** reserves the right to terminate this Agreement, for cause or for convenience, upon six months' written notice of its intention to terminate, which notice shall be served upon the Clerk of the **MUNICIPALITY** and the Clerk of the **COUNTY**. However, upon a determination by the **STATE** that emergency conditions exist, the **STATE** may terminate this Agreement with less than the six months' notice specified above.
  9. The **COUNTY** shall maintain their roadway pavement within their jurisdiction in a condition sufficient to accept the detection equipment associated with the traffic
-

Route NJ 77 & Elk Road (CR 538)

Elk Township, Gloucester County

signal system. The **COUNTY** shall effect pavement repairs as necessary or within two months of written notice, which notice shall be served upon the Clerk of the **COUNTY**. The terms of paragraph 8 notwithstanding, if the pavement is not repaired or replaced, the **STATE** reserves the right to terminate this Agreement and remove the traffic signal, upon thirty days' written notice, or to perform the roadway pavement work, at the **STATE'S** election. The **COUNTY** shall be responsible for all costs incurred by the **STATE** in the performance of this roadway pavement work or for the removal of the traffic signal.

10. The **STATE** will, at its own expense, periodically inspect and maintain the complete installation, including the re-lamping thereof.
  11. The **MUNICIPALITY** shall, at its own expense, provide through the utility company, the electric current necessary to the operation of the traffic signal system.
  12. Subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the **MUNICIPALITY** shall be responsible for personal injuries and property damage caused by the actions of the **MUNICIPALITY** and its employees arising out of the performance of any services, actions, or operations in connection with this Agreement or any breach or default of this Agreement by the **MUNICIPALITY**.
  13. Subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the **COUNTY** shall be responsible for personal injuries and property damage caused by the actions of the **COUNTY** and its employees arising out of the performance of any services, actions, or operations in connection with this Agreement or any breach or default of this Agreement by the **COUNTY**.
  14. Subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the **STATE** will be responsible for personal injuries and property damage caused by the actions of the **STATE** and its employees arising out of the performance of any services, actions, or operations in connection with this Agreement or any breach or default of this Agreement by the **STATE**.
  15. The **MUNICIPALITY** shall allow the placement of any facility associated with the traffic signal system within areas of their jurisdiction, where necessary, and further shall allow the **STATE**, with its own or contract forces, to perform maintenance on these facilities or to open roadways or other areas under their jurisdiction, without the need for permits.
  16. The **COUNTY** shall allow the placement of any facility associated with the traffic signal system within areas of its jurisdiction, where necessary, and further shall allow the **STATE**, with its own or contract forces, to perform maintenance on these facilities or to open roadways or other areas under its jurisdiction, without the need for permits.
  17. The **MUNICIPALITY** shall cause to be provided, upon 72 hours written notice to the Clerk of the **MUNICIPALITY** by the **STATE**, police to direct traffic during the installation of, inspection of or repairs related to the traffic signal system. Further, the **MUNICIPALITY** shall cause police to be provided to direct traffic during emergency repairs, on telephonic notice to the **MUNICIPALITY** by the **STATE**. All required police protection provided shall be at no cost to the **STATE**.
  18. In the event that the **MUNICIPALITY** fails to make any payments required hereunder to the **STATE**, the **MUNICIPALITY** authorizes the **STATE**, without the need for prior notice, to deduct the amount of such payment due from any funds payable or to be payable by the Department of Transportation to the **MUNICIPALITY**.
  19. In the event that the **COUNTY** fails to make any payments required hereunder to the **STATE**, the **COUNTY** authorizes the **STATE**, without the need for prior notice, to deduct the amount of such payment due from any funds payable or to be payable by the Department of Transportation to the **COUNTY**.
-

Route NJ 77 & Elk Road (CR 538)

Elk Township, Gloucester County

20. Written notice shall be sent, when required, by certified mail, return receipt, to the addresses set forth above, or to such other address or addresses as is set forth, in writing, in any notice of change of address, which has been sent to all parties to this Agreement.
21. The **MUNICIPALITY** shall provide the necessary resolution authorizing it to enter into this Agreement.
22. The **COUNTY** shall provide the necessary resolution authorizing it to enter into this Agreement.
23. This Agreement shall not become binding on any party until it is fully executed by the Commissioner of Transportation or designee.
24. This agreement is subject to appropriations and the availability of funds to the **STATE**.
25. In the event of any inconsistency between this Agreement and the prior Agreement dated December 1, 1970 this Agreement shall control.

"END OF TEXT"

Route NJ 77 & Elk Road (CR 538)

Elk Township, Gloucester County

IN WITNESS WHEREOF, all parties have caused this instrument to be signed, attested to and sealed.

ATTEST: SEAL

*Debbie Pine*

Debbie Pine  
Municipal Clerk

Date: 06/05/2014

TOWNSHIP OF ELK

By: *Patrick M. Spring*

Patrick M. Spring  
Mayor

Date: 06/05/2014

ATTEST: SEAL

Robert N. DiLella  
Clerk of the Board

Date: \_\_\_\_\_

COUNTY OF GLOUCESTER,  
BOARD OF CHOSEN  
FREEHOLDERS

By: Robert M. Damminger  
Freeholder Director

Date: \_\_\_\_\_

STATE OF NEW JERSEY

By: Chris Barretts  
Manager  
Bureau of Traffic Engineering

Date: \_\_\_\_\_

ATTEST/WITNESSED/ SEAL

Jacqueline Trausi  
Secretary  
New Jersey  
Department of Transportation

Date: \_\_\_\_\_

STATE OF NEW JERSEY

By: Lynn Rich  
Director  
Highway and Traffic Design

Date: \_\_\_\_\_

John J. Hoffman  
Attorney General of New Jersey

By: Nonee Lee Wagner  
Deputy Attorney General

Date: \_\_\_\_\_

**ACKNOWLEDGEMENT FORM**

**COUNTY OF GLOUCESTER  
TOWNSHIP OF ELK**

Reference to Traffic Signal Agreement, Route NJ 77 and Elk Road (CR 538) in the Township of Elk, County of Gloucester between the Township of Elk, the County of Gloucester and the State of New Jersey dated \_\_\_\_\_.

I, CERTIFY, that on \_\_\_\_\_, Robert M. Damminger, Freeholder Director, County of Gloucester, personally came before me and acknowledged under oath, to my satisfaction, that he signed and sealed and delivered the foregoing Agreement as the voluntary act and deed of the County of Gloucester.

**COUNTY OF GLOUCESTER  
TOWNSHIP OF ELK  
NOTARY PUBLIC OF NEW JERSEY**

Sworn and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_,

Signature of Notary Public \_\_\_\_\_  
(NAME)  
Notary Public of New Jersey

My Commission Expires February 19, 2018

C-8

**RESOLUTION AUTHORIZING AGREEMENT MODIFICATION #01 TO FEDERAL AID AGREEMENT 13-DT-BLA-668 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION INCREASING FUNDING IN THE AMOUNT OF \$193,767.00**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "County) adopted a Resolution on November 6, 2013, authorizing the execution of Federal Aid Agreement #13-DT-BLA-668 in the total amount of \$3,133,793.00 between the County and the NJ Department of Transportation (hereinafter the "NJDOT) for the "Reconstruction of Egg Harbor Road, CR 630, Phase 2 from Pembroke Drive to Medical Center Drive in the Township of Washington" per Federal Project #STP-4048 (107), Engineering Project #14-01FA (hereinafter the "Agreement"); and

**WHEREAS**, a modification to the Agreement is necessary, which will increase the total amount of same by \$193,767.00, resulting in the new total Agreement amount of \$3,327,560.00; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board to attest to Agreement Modification #01 for Federal Aid Agreement #13-DT-BLA-668 with the NJDOT to increase the agreement by \$193,767.00 for a new total amount of \$3,327,560.00 on behalf of the County; and

**BE IT FURTHER RESOLVED** that all other terms and provisions of Federal Aid Agreement #13-DT-BLA-668 shall remain in full force and effect.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, July 23, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

NEW JERSEY DEPARTMENT OF TRANSPORTATION  
 LOCAL AID & ECONOMIC DEVELOPMENT  
 TRENTON, NEW JERSEY

AGREEMENT MODIFICATION

Contract ID: 14 70649

MODIFICATION NO. 1 FEDERAL PROJECT NO. STP-4048(107) DATE 7/8/14  
 PROJECT 2013-GC-Reconstruction of Egg Harbor Road, CR 630 2013 - Gloucester County - 02065  
Phase 2  
 LOCATION Township of Washington, Gloucester County  
 SPONSOR Gloucester County  
 AGREEMENT DATE 3/4/2014 AGREEMENT NO. 13-DT-BLA-668

IN ACCORDANCE WITH THE PROVISIONS OF THE ABOVE NOTED AGREEMENT, THE SPONSOR AND THE STATE AGREE TO THE CHANGES TO THE AGREEMENT AS FOLLOWS:

ARTICLE 6.1 (b)

2. The total cost of the project by the Recipient for completion of the Project Scope of Work in this Agreement shall not exceed \$3,133,793.00, with an approved budget as follows:

<u>Federal Project No.</u>	<u>Project Sponsor</u>	<u>Contract</u>	<u>In-House</u>	<u>Total</u>	<u>Date Authorized</u>	<u>Date for Completion</u>
STP-4048(107)Con	Gloucester County	\$3,133,793.00	\$ 0.00	\$3,133,793.00	9/18/2012	12/31/2016

CHANGE TO:

ARTICLE 6.1 (b)

2. The total cost of the project by the Recipient for completion of the Project Scope of Work in this Agreement shall not exceed \$3,327,560.00, with an approved budget as follows:

<u>Federal Project No.</u>	<u>Project Sponsor</u>	<u>Contract</u>	<u>In-House</u>	<u>Total</u>	<u>Date Authorized</u>	<u>Date for Completion</u>
STP-4048(107)Con	Gloucester County	\$3,327,560.00	\$ 0.00	\$3,327,560.00	9/18/2012	12/31/2016

Original Agreement Amount	<u>\$3,133,793.00</u>
Modified Agreement Amt. (Mod. Nos. )	<u>\$3,133,793.00</u>
This Modification Amount (No. 1 )	<u>\$193,767.00</u>
Present Agreement Total Amt.	<u>\$3,327,560.00</u>
Original Agreement Compl. Date	<u>12/31/2016</u>
Revised Agreement Compl. Date	<u>12/31/2016</u>

CERTIFICATION OF FUNDS

\_\_\_\_\_  
 Director of Accounting and Auditing Date

FOR PROGRAM USE ONLY:

Document No. \_\_\_\_\_

Registration No. \_\_\_\_\_

ACCEPTED

(Sponsor) Robert M. Damminger, Freeholder Director Date \_\_\_\_\_

RECOMMENDED

(Chris Bergeman, Supervising Engineer  
 District 4, Local Aid) Date \_\_\_\_\_

(Salim T. Michael, Manager  
 District 4, Local Aid) Date \_\_\_\_\_

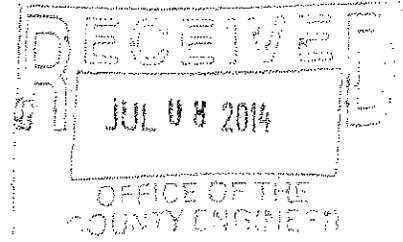
CERTIFICATION ACCEPTANCE PROJECTS  
 This Mod. is approved for Federal participation

\_\_\_\_\_  
 Director, Local Aid & Economic Development Date \_\_\_\_\_



# State of New Jersey

DEPARTMENT OF TRANSPORTATION  
Region South Headquarters  
One Executive Campus  
Route 70  
Cherry Hill, New Jersey 08002



CHRIS CHRISTIE  
*Governor*

Joseph Bertoni  
*Acting Commissioner*

KIM GUADAGNO  
*Lt. Governor*

July 3, 2014

Vincent Voltaggio  
Gloucester County Engineer, Gloucester County  
Clayton Complex Offices of Government Services  
1200 N. Delsea Drive  
Clayton, NJ 08312-1000

Re.: AWARD CONCURRENCE LETTER CE Contract & Mod #1  
2013-GC-Reconstruction of Egg Harbor Road, CR 630, Phase 2  
Location: Pembroke Drive to Medical Center Drive  
Township of Washington, Gloucester County  
Federal Project No. STP-4048(107)  
NJDOT Job No. 6218320, Engineering Project # 14-01FA  
**2013 - Gloucester County - 02065**

Dear Mr. Voltaggio:

On 7/2/14 the NJDOT and FHWA authorized additional federal funds in the amount of \$193,767.00 that were requested by your Office, making the total authorized amount of \$3,327,560.00 available to the county. Execution of the attached federal aid Agreement Modification No. 1 is necessary to adjust the agreement cost ceiling amount to \$3,327,560.00 following the authorization of the additional funds. Please resubmit the **four (4) originals of the Agreement Modification No. 1 with signature, date, and accompanying resolution, so that the agreement modification can be executed by the State.**

In response to your submittals dated 6/5/14 and 6/18/14, the Department of Transportation hereby concurs with your County's selection for professional construction engineering services for the subject FY 2013 project to the consulting engineering company, CME Associates, Inc. The awarded amount of the Construction inspection contract for this project is \$193,767.00. Please be reminded that any amendments to this Construction inspection contract cost ceiling of \$193,767.00, can not be approved by NJDOT Local Aid until a revised funded scope of work is submitted and reviewed for approval.

Reconstruction of Egg Harbor Road, CR 630, Phase 2  
Location: Pembroke Drive to Medical Center Drive  
Township of Washington, Gloucester County  
Federal Project No. STP-4048(107)  
NJDOT Job No. 6218320  
Page 2

Should you have any questions regarding the above, please contact Chris Bergeman at (856) 486-6714 or David Cihocki at (856)486-6757.

Sincerely,

A handwritten signature in black ink, appearing to read "Salim T. Mikhael". The signature is written in a cursive style with a large, sweeping initial "S".

Salim T. Mikhael  
Manager  
District 4 Local Aid

Ref # 1463, 1609, 1751

C-9

**RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #03-FINAL DECREASE WITH NUPUMP CORPORATION IN THE AMOUNT OF \$2,096.83**

**WHEREAS**, the County of Gloucester (hereinafter the "County") previously received public bids for the construction of the County's roadway improvement project known as "Priority Repairs to County Bridge 2-H-1, Grove Road, C.R. 643, over Woodbury Creek, West Deptford Township, Gloucester County, New Jersey," Engineering Project #11-01 (hereinafter the "Project"); and

**WHEREAS**, a contract for the Project was awarded by the County by Resolution on May 22, 2013 to NuPump Corporation (hereinafter "NuPump"), with an office address of 601 W. Main Street, Malaga, NJ 08328-0157 in the amount of \$599,500.00 (hereinafter the "Contract"); and

**WHEREAS**, the County previously revised the Contract by the County by Resolution on November 6, 2013 through Change Order #01-Increase in the amount of \$53,574.54; and

**WHEREAS**, the County previously revised the Contract by the County by Resolution on June 11, 2014 through Change Order #02-Increase in the amount of \$44,470.00; and

**WHEREAS**, Vincent M. Voltaggio, P.E., County Engineer, has recommended Change Order #03-Final Decrease, which will increase the total amount of the Contract with NuPump by \$2,096.83, resulting in a new total contract amount of \$695,447.71; and

**WHEREAS**, the said change order is necessitated by various increases and decreases to reflect as-built conditions, supplemental items added for actual field conditions; and

**WHEREAS**, the Project is a 100% State Aid 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 Decrease #03-Final to decrease the County's Contract with NuPump for the Project in the amount of -\$2,096.83, resulting in a new total adjusted contract amount of \$695,447.71, 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 State Aid Change Order #3-Final regarding the Contract for the Project.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, July 23, 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: NuPump Corporation  
601 W. Main Street  
Malaga, NJ 08328-0157

2. Description of Project or Contract: Priority Repairs to County Bridge 2-H-1,  
Grove Road, C.R. 643, over Woodbury Creek,  
West Deptford Township, Gloucester County,  
New Jersey

3. Date of Original Contract: May 22, 2013

4. P.O. Number: 13-03683

5. Amount of Original Contract: \$599,500.00

6. Amount of Previously Authorized Change (Change Orders 1 and 2) + \$98,044.54

7. Amount of this Change Order No. 3: -\$2,096.83

8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) \$695,447.71

9. Need or Purpose of this Change Order:  
Final As-Built Quantities. This project is 100% State Aid funded

This change order requested by \_\_\_\_\_ on \_\_\_\_\_  
(Department Head) (Date)

Accepted by James E. [Signature] on 7/10/14  
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

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

By: \_\_\_\_\_  
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 PROJECT  
CHANGE ORDER NUMBER 3 FINAL  
STATE AID PROJECT

PROJECT	Priority Repairs to County Bridge 2-H-1, Grove Road, C.R. 643, over Woodbury Creek
MUNICIPALITY	West Deptford Township
COUNTY	Gloucester County
CONTRACTOR	NuPump Corporation (601 W. Main Street, Malaga, NJ 08328-0157)

In accordance with the project Supplementary Specification the following are changes in the contract.  
Final quantities for increases and decreases for contract closeout.

Item No.	Description		Quantity (+/-)	Unit Prices	Amount
<b>EXTRAS</b>					
3	Rip Rap Stone Slope Protection, 12" Thick	+	30.00	S.Y.	\$150.00 \$4,500.00
19	Breakaway Barricades	+	24.00	Unit	\$115.00 \$2,760.00
20	Construction Signs	+	200.00	S.F.	\$12.00 \$2,400.00
21	Drums	+	2.00	Unit	\$40.00 \$80.00
22	Flashing Arrow Boards	+	2.00	Unit	\$1,275.00 \$2,550.00
23	Traffic Cones	+	20.00	Unit	\$30.00 \$600.00
24	Traffic Control Trucks with Mounted Crash Cushion	+	1.261733	Unit	\$7,500.00 \$9,463.00
26S	Diver Investigation	+	1.00	L.S.	\$540.00 \$540.00
30S	Concrete Low Strength Material	+	1.00	C.Y.	\$330.00 \$330.00
Total Extras					\$23,223.00
<b>SUPPLEMENTALS</b>					
33S	Rebar Hoops	+	22.00	Unit	\$46.11 \$1,014.42
34S	Install O.G. Washers	+	1.00	L.S.	\$250.00 \$250.00
					\$0.00
					\$0.00
Total Supplementals					\$1,264.42
<b>REDUCTION</b>					
6	Repair of Concrete Deck, Type B	-	70.00	S.F.	\$125.00 \$8,750.00
7	Pressure Injection, Concrete Cracks	-	50.00	L.F.	\$50.00 \$2,500.00
10	Epoxy Waterproofing Seal Coat on Concrete	-	62.00	S.Y.	\$50.00 \$3,100.00
11	9" X 18" Concrete Vertical Curb	-	24.75	L.F.	\$85.00 \$2,103.75
12	Concrete Sidewalk, 4" Thick	-	24.10	S.Y.	\$205.00 \$4,940.50
15	Timber Fender Board	-	48.00	L.F.	\$80.00 \$3,840.00
17	Bridge Sidewalk Repair	-	10.00	S.Y.	\$135.00 \$1,350.00
					\$0.00
Total Reduction					\$26,584.25

Amount of Original Contract	\$599,500.00
Amount of Original Contract + Change Order No. 1,2&3	\$695,447.71

Extras	\$23,223.00
Supplemental	\$1,264.42
Reduction	\$26,584.25
Total Change	-\$2,096.83

% Change in Contract	Increase	16.0046%
----------------------	----------	----------

Approved: \_\_\_\_\_  
(District Engineer) Date  
(Local Highway Design)

Robert M. Damminger Date  
Freeholder Director

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

 7/10/14  
(Contractor) Date

C-10

**RESOLUTION AUTHORIZING CHANGE ORDER DECREASE #01-FINAL WITH R.E. PIERSON CONSTRUCTION COMPANY, INC. IN THE AMOUNT OF \$10,303.08**

**WHEREAS**, the County of Gloucester (hereinafter "County") previously received public bids for the construction of the county road improvement project known as "Construction of a Roundabout at Kings Highway/Woodstown Road (CR605) and Ferry Road/Salem Avenue (CR620) in the Borough of Swedesboro", Engineering Project #08-13SA (hereinafter the "Project"); and

**WHEREAS**, a contract for the Project was previously awarded to R.E. Pierson Construction Company, Inc. (hereinafter "Pierson"), with an office address of P.O. Box 430, Woodstown, NJ 08098, was the lowest responsive and responsible bidder to construct the Project, as set forth in the specifications for the Project, for a total contract amount of \$779,889.00; 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 \$10,303.08, resulting in a new total contract amount of \$769,585.92; 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% State Aid 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 R.E. Pierson Contract with the County for the Project in the amount of \$10,303.08, resulting in a new total contract amount of \$769,585.92, 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 State 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 23, 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: R.E. Pierson Construction Company, Inc.  
P.O. Box 430  
Woodstown, NJ 08098-0430

2. Description of Project or Contract: Construction of a Roundabout at Kings Highway/Woodstown Road (CR605) and Ferry Road/Salem Avenue (CR620) in the Borough of Swedesboro, County of Gloucester

3. Date of Original Contract: August 8, 2012

4. P.O. Number: 12-06822

5. Amount of Original Contract: \$779,889.00

6. Amount of Previously Authorized Change \$0.00

7. Amount of this Change Order No. 01: - \$10,303.08

8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) \$769,585.92

9. Need or Purpose of this Change Order: Final As-Built Quantities. This project is 100% State Aid funded

This change order requested by [Signature] on 7-11-14  
(Department Head) (Date)

Accepted by \_\_\_\_\_ on \_\_\_\_\_  
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

By: Robert N. DiLella, Clerk Robert M. Damming, 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*

**NEW JERSEY DEPARTMENT OF TRANSPORTATION  
DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT  
CHANGE ORDER NUMBER - 1 (Final)  
STATE AID PROJECT**

Project	Construction of a Roundabout at Kings Highway/Woodstown Road (CR605) and Ferry Road/Salem Avenue (CR620)
Municipality	Borough of Swedesboro
County	Gloucester
Contractor	R.E. Pierson Construction Co., Inc.

In accordance with the project Supplementary Specification, the following are changes in the contract. Location and Reason for Change (Attach additional sheets if required) - The Change Order reflects asbuilt quantities to date, that were necessary/not necessary for the proper completion of the project.

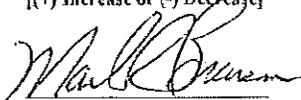
<u>Item No.</u>	<u>Description</u>	<u>Quantity (+/-)</u>	<u>Unit Price</u>	<u>Amount</u>
<u>Extras</u>				
07	Drum	+17 UN	\$0.01	\$0.17
09	Construction Signs	+78.5 SF	\$10.00	\$785.00
17	Geotextile, Roadway Stabilization	+63 SY	\$5.00	\$315.00
18	Dense-Graded Aggregate Base Course, Variable Depth	+401 CY	\$35.00	\$14,035.00
19	Excavation, Test Pit	+46 CY	\$100.00	\$4,600.00
21	I-14 Soil Aggregate	+803 CY	\$0.01	\$8.03
26	Tack Coat	+268 GAL	\$2.00	\$536.00
28	Hot Mix Asphalt 12.5H76 Surface Course, 2" Thick	+34.64 TON	\$80.00	\$2,771.20
29	Hot Mix Asphalt 25H64 Base Course, 4" Thick	+119.45 TON	\$75.00	\$8,958.75
30	Sawing & Sealing Joints in Hot Mix Asphalt Overlay	+59 LF	\$3.50	\$206.50
31	18" Reinforced Concrete Pipe	+113 LF	\$55.00	\$6,215.00
42	Reset Fence (NS)	+18 LF	\$12.00	\$216.00
52	Traffic Markings, Thermoplastic	+64 SF	\$3.70	\$236.80
58	Reset Water Valve Box	+1 UN	\$0.01	\$0.01
62	Topsoling, 4" Thick	+856 SY	\$1.65	\$1,412.40
64	Fertilizing and Seeding, Type B	+856 SY	\$0.50	\$428.00
65	Straw Mulching	+856 SY	\$0.50	\$428.00
69	Perennial, #1 Container	+150 UN	\$18.00	\$2,700.00
70	Landscape Retaining Wall	+16 SF	\$10.00	\$160.00
<b>TOTAL</b>				<b>\$44,011.86</b>
<u>Supplemental</u>				
74S	Verizon Conflict	+1 LS	\$4,621.27	\$4,621.27
75S	Gas Conflict	+1 LS	\$1,577.90	\$1,577.90
76S	Water Service Repair	+1 LS	\$1,490.03	\$1,490.03
77S	Pave Florist Driveway	+1 LS	\$2,951.39	\$2,951.39
78S	Additional Sidewalk @ Doctor's Office	+1 LS	\$2,975.17	\$2,975.17
79S	Yard Drain @ Florist	+1 LS	\$3,407.84	\$3,407.84
<b>TOTAL</b>				<b>\$17,023.60</b>
<u>Reductions</u>				
04	Super Silt Fence, Orange	-1,680 LF	\$0.01	(\$16.80)
05	Inlet Filter Type 2	-4 UN	\$100.00	(\$400.00)
06	Breakaway Barricade	-1 UN	\$0.01	(\$0.01)
08	Traffic Cone	-1 UN	\$0.01	(\$0.01)
10	Construction Identification Sign, 4'x8'	-2 UN	\$1,000.00	(\$2,000.00)
11	Temporary Traffic Stripes, 4"	-3,305 LF	\$0.15	(\$495.75)
12	Hot Mix Asphalt 9.5H64 Leveling Course	-9.75 TON	\$100.00	(\$975.00)
13	Traffic Director, Flagger	-40 HOUR	\$0.01	(\$0.40)
22	Police Traffic Directors	-18 HOUR	\$60.00	(\$1,080.00)
23	Dense-Graded Aggregate Base Course, 6" Thick	-192.5 SY	\$6.50	(\$1,251.25)
24	Hot Mix Asphalt Driveway, 4" Thick	-23.5 SY	\$27.00	(\$634.50)
25	HMA Milling, 3" Or Less	-245 SY	\$2.50	(\$612.50)
27	Prime Coat	-1,010 GAL	\$0.01	(\$10.10)
32	24" Reinforced Concrete Pipe	-40 LF	\$50.00	(\$2,000.00)

33	18" Reinforced Concrete Pipe, Class IV	-192 LF	\$38.00	(\$7,296.00)
34	14"x23" Reinforced Concrete Pipe, Class HE-IV	-4 LF	\$120.00	(480.00)
35	24" HDPE Perforated Pipe	-14 LF	\$65.00	(\$910.00)
36	Inlet, Type B	-5 UN	\$2,000.00	(\$10,000.00)
37	Inlet, Type C	-1 UN	\$2,000.00	(\$2,000.00)
39	Inlet, Type E	-2 UN	\$3,500.00	(\$7,000.00)
43	Concrete Sidewalk, 4" Thick	-71 SY	\$45.00	(\$3,195.00)
44	Concrete Island, 6" Thick	-15 SY	\$50.00	(\$750.00)
45	2'x2' Detectable Warning Surface Panel	-10 UN	\$100.00	(\$1,000.00)
47	9"x18" Concrete Vertical Curb	-25 LF	\$16.00	(\$400.00)
48	12"x13" Concrete Sloping Curb	-311 LF	\$17.50	(\$5,442.50)
49	15" Concrete Monolithic Vertical Curb	-187 LF	\$18.50	(\$3,459.50)
50	Belgium Block Curb, 6" Reveal	-72 LF	\$20.00	(\$1,440.00)
51	Traffic Stripes, Long Life, Epoxy Resin 4"	-63 LF	\$0.50	(\$31.50)
53	RPM, Bi-Directional, Amber Lens	-2 UN	\$25.00	(\$50.00)
54	RPM, Bi-Directional, Blue Lens	-4 UN	\$25.00	(\$100.00)
55	Regulatory and Warning Sign	-48.25 SF	\$24.50	(\$1,182.12)
56	Guide Sign, Type GA, Steel "U" Post Supports	-6.42 SF	\$25.00	(\$160.50)
57	Non-Freeze Yard Hydrant	-1 UN	\$1,000.00	(\$1,000.00)
59	Relocate Fire Hydrant	-1 UN	\$4,500.00	(\$4,500.00)
60	18"x36" Junction Box	-1 UN	\$1,000.00	(\$1,000.00)
61	3" Rigid Metallic Conduit	-6 LF	\$55.00	(\$330.00)
67	Small Deciduous Tree, 7-8" High, B&B	-10 UN	\$235.00	(\$2,350.00)
68	Deciduous Shrub, 3-4' High, B&B	-55 UN	\$135.00	(\$7,425.00)
71	Sediment Control Bag	-10 UN	\$0.01	(\$0.10)
72	Excavation Regulated Material	-6 CY	\$10.00	(\$60.00)
73	Disposal of Regulated Material	-10 TON	\$30.00	(\$300.00)
			<b>TOTAL</b>	<b>(\$71,338.54)</b>

Amount of Original Contract \$779,889.00  
Adjusted Amount Based on Change Orders 1 \$769,585.92

Extra Supplemental \$44,011.86  
Reduction \$17,023.60  
Total Change (\$10,303.08)

% Change in Contract [(+) Increase or (-) Decrease] -1.32 %

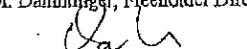
  
\_\_\_\_\_  
(Engineer)

7/8/14  
\_\_\_\_\_  
(Date)

Approved: \_\_\_\_\_  
(District Manager)  
(Bureau of Local Aid) \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Presiding Officer)  
Robert M. Damminger, Freeholder Director

\_\_\_\_\_  
(Date)

  
\_\_\_\_\_  
(Contractor)

2/3/14  
\_\_\_\_\_  
(Date)

(Submit four (4) copies to the Local Aid District Office)

**RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS  
NECESSARY TO APPLY FOR RENEWAL OF THE COUNTY ENVIRONMENTAL  
HEALTH ACT GRANT FOR AN AMOUNT NOT TO EXCEED \$12,320.00 FROM  
JANUARY 1, 2014 TO DECEMBER 31, 2014**

**WHEREAS**, the County desires to renew the County Environmental Health Act (CEHA) grant, which supports services provided on behalf of the New Jersey Department of Environmental Protection, including Safe Water, Pesticides and Right to Know inspections; and

**WHEREAS**, the grant application for renewal is for the CEHA 12 month funding cycle; and

**WHEREAS**, the funds requested from the New Jersey Department of Environmental Protection is for an amount not to exceed \$12,320.00; and

**WHEREAS**, the County's Department of Health, Senior and Disability Services reviews all data supplied or to be supplied in the application renewal and in its attachments, and certifies to the Board of Chosen Freeholders of the County that all data contained in the application and in its attachments is true and correct; and

**WHEREAS**, the County's Department of Health, Senior, and Disability Services has submitted the grant application to the County's Department of Human Services for review, and said agency has approved said application, and the Board of Chosen Freeholders understands and agrees that any grant received as a result of the application renewal will be subject to the grant conditions and other policies, regulations and rules issued for the administration of grant projects.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Director be and is hereby authorized to execute, and the Clerk of the Board be and is hereby authorized to attest to, all documents necessary to apply to the New Jersey Department of Environmental Protection for the CEHA in the amount not to exceed \$12,320.00 from January 1, 2014 to December 31, 2014; and

**BE IT FURTHER RESOLVED** that upon receipt of the fully executed application for grant funds from the New Jersey Department of Environmental Protection, the funds will be used pursuant to the terms of said agreement between the County and the New Jersey Department of Health, Senior and Disability Services; and

**BE IT FUTHER RESOLVED** that the Gloucester County Department of Health, Senior and Disability Services will be responsible for grant implementation.

**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 23, 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: 06/25/2014

1. TYPE OF GRANT

       NEW GRANT  
  X   RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER 321

2. GRANT TITLE:       C.E.H.A.      

3. GRANT TERM: FROM: 01/01/14 TO: 12/31/14

4. COUNTY DEPARTMENT: Health and Senior Services

5. DEPT. CONTACT PERSON & PHONE NUMBER: Karen Christina 218-4134

6. NAME OF FUNDING AGENCY:       NJ DEP      

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): Supports services provided on behalf of DEP, including Safe Water, Pesticides and Right to Know Inspections.

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

NAME	AMOUNT	NAME	AMOUNT
<u>  Karl Ott</u>	<u>12,320</u>		

9. TOTAL SALARY CHARGED TO GRANT: \$ 12,320.

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

11. IC CHARGED TO GRANT \$   -0-  

12. FRINGE BENEFIT RATE CHARGED TO GRANT:   N/A   %

13. DATE APPLICATION DUE TO GRANTOR   June 30, 2014

14. FINANCIAL:

REQUESTED

MANDATED

GRANT FUNDS \_\_\_\_\_

CASH MATCH \_\_\_\_\_

\_\_\_\_\_  
(Attach Documentation)

IN-KIND MATCH \_\_\_\_\_

TOTAL PROGRAM BUDGET: \$ 12,320.00

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

16. HAS THE DESCRIPTION BEEN E-MAILED TO THE COUNTY GRANTS COORDINATOR, WHO WILL FORWARD IT TO THE CLERK OF THE BOARD. [lcceny@co.gloucester.nj.us](mailto:lcceny@co.gloucester.nj.us)

DEPARTMENT HEAD: \_\_\_\_\_

*[Handwritten Signature]*  
Signature

DATE: 10/26/14

.....  
Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: \_\_\_\_\_

DATE RECEIVED BY BUDGET OFFICE: \_\_\_\_\_

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. \_\_\_\_\_  
Signature

2. \_\_\_\_\_  
Signature

Revised: 9/22/03

Budget Breakdown:

Salaries \$12,320.

GRANT AGREEMENT  
BETWEEN  
GLOUCESTER COUNTY DEPARTMENT OF HEALTH  
AND  
THE STATE OF NEW JERSEY  
BY AND FOR  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: EN14-017CY

APPROVED PROJECT BUDGET

ACCOUNT DESCRIPTION	TOTAL BUDGET	FEDERAL	STATE	GRANTEE	OTHER
A. Personnel Costs Salaries Supplies Salary					
B. Consultants and Subcontractors					
C. Other Costs Specify: Safe Drinking Water Pesticides Right to Know	13,500 4,070 1,500		6,750 4,070 1,500	6,750	
D. Audit					
Subtotal Direct Costs	19,070		12,320	6,750	
Less Program Income					
Total Direct Costs	19,070		12,320	6,750	
Indirect Costs					
<b>TOTAL PROJECT AMOUNT</b>	<b>19,070</b>		<b>12,320</b>	<b>6,750</b>	

TOTAL GRANT AMOUNT (sum of "Federal" and "State" column totals) \$12,320

The sums identified in the "Total Budget" column are itemized and justified in (check one or more as appropriate)

Attachment D, Scope of Services, on page(s) \_\_\_\_\_

Attachment D-2, Grantee's Proposal, on page(s) \_\_\_\_\_

Attachment B-1, Itemization and Justification of Budget, comprising 1 page.

**RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY FOR SUBMISSION OF A RENEWAL APPLICATION FOR THE RIGHT TO KNOW GRANT THROUGH THE NEW JERSEY DEPARTMENT OF HEALTH IN AN AMOUNT NOT TO EXCEED \$10,798.00 FROM JULY 1, 2014 TO JUNE 30, 2015**

**WHEREAS**, the New Jersey Department of Health ("NJDOH") has made Grant funds available to the New Jersey counties to develop and implement a County Right to Know Program pursuant to the Worker and Community Right to Know Act, N.J.S.A. 34:5A-1, for the disclosure of information about hazardous substances in the workplace and the community; and

**WHEREAS**, the Grant is awarded yearly, and Gloucester County has received Grant funds since 1984; and

**WHEREAS**, the funds are available from July 1, 2014 to June 30, 2015, and the County has requested the full amount of \$10,798.00 for the project; and

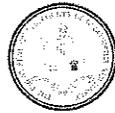
**WHEREAS**, the County's Department of Health, Senior & Disability Services has reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders that all data contained in the application and in its attachments is true and correct; and

**WHEREAS**, the County's Department of Health, Senior & Disability Services has submitted the grant application to the County's Department of Human Services for review, and said agency has approved said application, and the Board of Chosen Freeholders 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 NJDOH for the administration of the grant Project.

**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, all documents necessary to apply to the New Jersey Department of Health for a Right to Know Grant in an amount not to exceed \$10,798.00 from July 1, 2014 to June 30, 2015; and

**BE IT FURTHER RESOLVED** that the Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above, and shall provide any necessary additional assurances as may be required.

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, July 23, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**







DOH Organization Information Review Page

Check here if your organization does not have an attorney

Name of Attorney for ANTHONY J. FIOLA  
 Attorney Telephone 856-384-6897  
 Attorney Email tfiola@co.gloucester.nj.us  
 Address 1 2 South Broad Street  
 Address 2 2nd Floor  
 City Woodbury State New Jersey Zip 08096

Name of Principal Agency Contact ROBERT M. DAMMINGER  
 Title of Principal Agency Contact Freeholder Director  
 Principal Agency Telephone 856-853-3390  
 Principal Agency E-mail rdamminger@co.gloucester.nj.us  
 Address 1 2 South Broad Street, 3rd Floor  
 Address 2 PO BOX 337  
 City Woodbury State New Jersey Zip 08096

Name of Principal Investigator JAMES CROMLEY  
 Title of Principal Investigator Sr. Reg Enviromental  
 Principal Program Telephone 856-218-4103  
 Principal Program E-mail jcromley@co.gloucester.nj.us  
 Address 1 204 East Holly Avenue  
 Address 2  
 City Sewell State New Jersey Zip 08080

Name of Principal Fiscal Contact KAREN CHRISTINA  
 Title of Principal Fiscal Contact FISCAL OFFICER  
 Principal Fiscal Telephone 856-218-4134  
 Principal Fiscal E-mail kchristi@co.gloucester.nj.us  
 Address 1 204 East Holly Avenue  
 Address 2  
 City Sewell State New Jersey Zip 08080

Agency Fiscal Year End (mm/dd) 12/31



Gloucester County

EPID14RTK11L

DOH Organization Information Review Page

Type of agency and applicable cost principles

Agency Type

- Private non-profit
- Private for profit
- Governments (state, local, Indian tribal)
- Hospital
- Educational Institutions
- Other

Cost Principles Applied

- OMB Circular A-122
- Title 48 CFS Part 31 et seq.
- OMB Circular A-87
- Title 45 CFR Part 74, Appendix E
- OMB Circular A-21, including any amendment published in the Federal Register
- CLICK HERE and identify applicable cost principles

Selected Type of Agency: County

By checking this box, you certify that the information listed above is accurate to the best of your knowledge.



Gloucester County

EPID15RTK06L

APPLICATION SUMMARY

Name of Grantee:

Gloucester County

Organization Address

Gloucester County

2 South Broad Street

Woodbury, NJ 08096-0000

Phone: (856) 853-3390

Email Address:

Federal Tax Identification Number: 216000660

Vendor Number: 216000660-99

Vendor Unit: GLOUCESTER CO TREASURER

Vendor Unit Address

PO BOX 337

WOODBURY, NJ 08096

Is political subdivision covered by NJ Civil Service Merit System?

Yes

No

If grant is awarded, will funds be used to replace other funds which would be available in absence of award?

Yes

No

6/30/2014



Gloucester County

EPID15RTK06L

Name of DOH Program Manager Regarding Application:

Eva McGovern

Type of Request

- New
- Renewal of LOA#: EPID14RTK11L
- Amendment to LOA#:

Budget Period - This is the period of time for which a grant is to be funded.

From: 7/1/2014

Through: 6/30/2015

Check here if the budget period is open-ended

Application Summary

You must agree to the Terms and Conditions and Cost Controlling initiatives outlined by the New Jersey Department of Health.

A copy of the Terms and Conditions and Cost Controlling Initiatives can be found by clicking here:

Terms and Conditions

Cost Controlling Initiatives

Pilot Program for Enhancement of Employee Whistleblower Protection

By checking the box I certify that I have read the Terms and Conditions for grants, the Cost Controlling Initiatives and the Pilot Program for Enhancement of Employee Whistleblower Protection.

Name

Tamarisk Jones

Title

Director of Health, Senior and Disabili

6/30/2014



Gloucester County

EPID15RTRK06L

**FEDERAL TRANSPARENCY ACT CERTIFICATION**

The Federal Transparency Act (FFATA) requires that certain information regarding the use of federal funds be reported to the federal government. As the prime awardee of federal funds, the NJ Department of Health must report the following information about our sub-awardees, as part of this requirement.

This FFATA Certification page is required of all NJ DOH applicants. Failure to complete this certification will result in an error that will prevent your application from being submitted, making it unresponsive. Unresponsive applications will not be funded. Information provided must be accurate, and will be subject to federal scrutiny.

**1. Entity Identification:**

Please enter your "child organization" or secondary Duns number into this field, if it is different from the primary or "parent organization" Duns number that appears above it.

If there is no "child" or secondary Duns number associated with this application, please re-enter your Duns number into this field.)

Parent Organization Duns Number: 957362247

Child Organization Duns Number: 95-736-2247

**2. Executive Compensation:**

The Federal Transparency Act (FFATA) requires that the names and total compensation of the five (5) highest-paid officers of any entity be reported, if they receive an award of federal funding equal to or over \$25,000. As the prime awardee of federal funds, the NJ Department of Health must report sub-awardee entities' executive compensation, as part of this requirement.

Therefore grantees applying to the NJ Department of health for an award of \$25,000 or more must report the following information, in accordance with the Transparency Act (FFATA) requirements.

If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to \$25,000, the award is subject to the reporting requirements, as of the date the award exceeds \$25,000. If the initial award amounts to or exceeds the \$25,000 but funding is de-obligated such that the total amount falls below \$25,000, the award continues to be subject to reporting requirements of the Transparency Act.

For this reason we are requiring this information from ALL GRANTEEES and APPLICANTS, in order for the NJ Department of Health to ensure compliance with federal reporting obligations.

6/30/2014



Gloucester County  
EPID15RTK06L

**FEDERAL TRANSPARENCY ACT CERTIFICATION**

Position Title	Legal First Name	Legal Last Name	Annual Salary	Fringe Benefits (\$)	Fringe Benefits (%)	Total
Medical Examiner	Gerald	Feigin	\$228,918	\$63,777	27.86%	\$292,695
County Administrator	Chad	Bruner	\$196,064	\$41,487	21.16%	\$237,551
County Treasurer	Gary	Schwarz	\$171,947	\$36,384	21.16%	\$208,331
County Prosecutor	Sean	Dalton	\$165,000	\$56,364	34.16%	\$221,364
Deputy County Administrator	Gerald	White	\$150,308	\$47,137	31.36%	\$197,445
			Base Salary Sub-Total			\$912,237
			Fringe Benefits Sub-Total			\$245,149
			Total Executive Personnel Costs			\$1,157,386

By Checking this box you certify that the above information is correct to the best of your knowledge.

Name of Official certifying for Agency

Micheal Burke

Title

Principal Accountant



REQUIRED ATTACHMENTS

N/A    Document

   NJ CHARITIES REGISTRATION

   PROOF OF NON PROFIT STATUS (501C3)

   PROOF OF INDIRECT RATE

   PROGRAM INCOME STATEMENT

AUDIT ENGAGEMENT LETTER

881501-2012audit.pdf

   STAFF RESUMES

881501-Resumej.cromley.doc

   INSURANCE POLICY

   ESTIMATES FOR EQUIPMENT

   LINKAGE AGREEMENTS

   CONSULTANT AGREEMENTS

   STATEMENT OF GROSS REVENUE

881501-grossrevenue2012.pdf

OR

   ANNUAL AUDIT REPORT

881501-auditletter2012.pdf



Gloucester County

EPID15RTK06L



TAX CLEARANCE CERTIFICATE

881501-taxclearanceapril302014.pdf



Gloucester County

EPID14RTK11L

APPLICATION SUMMARY

Name of Grantee:

Gloucester County

Organization Address

Gloucester County

2 South Broad Street

Woodbury, NJ 08096-0000

Phone: (856) 853-3390

Email Address:

Federal Tax Identification Number: 216000660

Vendor Number: 216000660-99

Vendor Unit: GLOUCESTER CO TREASURER

Vendor Unit Address

PO BOX 337

WOODBURY, NJ 08096

Is political subdivision covered by NJ Civil Service Merit System?

Yes

No

If grant is awarded, will funds be used to replace other funds which would be available in absence of award?

Yes

No

6/30/2014



Gloucester County

EPID14RTK11L

Name of DOH Program Manager Regarding Application:

Eva McGovern

Type of Request

New

Renewal of LOA#:

Amendment to LOA#:

Budget Period - This is the period of time for which a grant is to be funded.

From: 7/1/2013

Through: 6/30/2014

Check here if the budget period is open-ended

Application Summary

You must agree to the Terms and Conditions and Cost Controlling initiatives outlined by the New Jersey Department of Health.

A copy of the Terms and Conditions and Cost Controlling Initiatives can be found by clicking here:

Terms and Conditions

Cost Controlling Initiatives

Pilot Program for Enhancement of Employee Whistleblower Protection

By checking the box I certify that I have read the Terms and Conditions for grants, the Cost Controlling Initiatives and the Pilot Program for Enhancement of Employee Whistleblower Protection.

Name

Title

6/30/2014

E-3

**RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) 2014 FORD F-550, 22 PASSENGER BUSES WITH REAR LIFTS AND TWO (2) WHEELCHAIR SLOTS FROM ROHRER ENTERPRISES, INC. dba ROHRER BUS SALES FOR A TOTAL AMOUNT OF \$145,380.00 UNDER THE 2014 CAPITAL TRANSIT INVESTMENT PLAN (CTIP)**

**WHEREAS**, the Capital Transit Investment Plan (CTIP) developed by the Gloucester County Board of Chosen Freeholders provides for 50% of the cost of new municipal shuttle buses, up to a maximum amount of \$50,000.00 per municipality; and

**WHEREAS**, the Borough of Clayton and the Township of Deptford was selected as a recipient of 2014 CTIP funds; and

**WHEREAS**, the County of Gloucester, after due notice and advertisement, received sealed bids for the purpose of purchasing two (2) new municipal shuttle buses under the CTIP program; and

**WHEREAS**, after following proper bidding procedure, it was determined that Rohrer Enterprises, Inc. dba Rohrer Bus Sales, located at 1515 State Road, Duncannon, PA 17020 was the lowest responsive and responsible bidder to perform said services, for a total contract amount of \$145,380.00, as more specifically described in the bid specifications of PD#014-019; and

**WHEREAS**, bids were publicly received and opened on June 10, 2014; and

**WHEREAS**, the Purchasing Agent of the County of Gloucester has certified the availability of funds pursuant in the total amount of \$145,380.00, pursuant to C.A.F. #14-05886, \$25,167.35 shall be charged against budget line item C-04-13-019-333-19202 and \$120,212.65 shall be charged against budget line item C-04-14-019-333-19202; and

**WHEREAS**, the Borough of Clayton and the Township of Deptford have submitted letters to the Gloucester County Division of Transportation Services indicating that they will provide for their share, fifty percent (50%) of the cost of the new bus in the total amount of \$36,345.00 for each municipality; and

**WHEREAS**, the Freeholder Director of the County of Gloucester is also authorized to execute a bus use agreement with the Borough of Clayton and Township of Deptford upon delivery of the bus as part of this agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the purchase of two (2) new vehicles (*i.e., Ford Model 22 passengers & 2 wheelchair slots with a rear lift Model Year 2014 with options for Video System and Back Up Camera System*), in the total amount of \$145,380.00, for use by the Borough of Clayton and Township of Deptford, is hereby authorized, and in accordance with and pursuant to the bid submitted by Rohrer Enterprises, Inc. dba Rohrer Bus Sales, and the specifications promulgated by the County, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract and any other documents necessary for the aforementioned purpose on behalf of the County of Gloucester.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on July 23, 2014, in Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

**CONTRACT BETWEEN  
ROHRER ENTERPRISES, INC.  
dba ROHRER BUS SALES  
AND  
COUNTY OF GLOUCESTER**

**THIS CONTRACT** is made effective the \_\_\_ day of July, 2014 by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **ROHRER ENTERPRISES, INC. dba ROHRER BUS SALES**, with offices at 1515 State Road, Duncannon, Pennsylvania 17020, hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, there exists a need for the county to contract for the supplying on two 2014 Ford F-550 22 passenger buses with rear lifts and two (2) wheelchair positions; and

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

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

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

**TERMS OF AGREEMENT**

1. **TERM.** Contract shall be effective upon the execution of contract and Vendor shall complete all services as indicated in bid PD#014-019 or within a reasonable period of time.
2. **COMPENSATION.** Vendor shall be compensated in a total contract amount of \$145,380.00 as per PD#014-019.

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Vendor shall as set forth in specifications identified as PD#014-019, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

documents.

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

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

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

The Vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the 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 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 to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ

such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

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

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

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

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

17. **COMPLIANCE WITH APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

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

19. **CONFLICT OF INTEREST.** Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract documents, and the specifications identified as PD#014-019, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of

contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

**THIS CONTRACT** is made effective this \_\_\_ day of \_\_\_\_\_, 2014.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**ROHRER ENTERPRISES, INC. dba  
ROHRER BUS SALES**

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

RECEIVED

OCT 1 - 2012

# THE BOROUGH OF CLAYTON



125 NORTH DELSEA DRIVE, CLAYTON, NEW JERSEY 08312

Fax: (856) 881-0153

Phone: (856) 881-2882

www.claytonnj.com

Ms. Lisa A. Cerny  
Director  
Division of Transportation Services  
Budd Boulevard Complex  
115 Budd Boulevard  
West Deptford, NJ 08096

September 27, 2012

Dear Ms. Cerny:

On behalf of the governing body of the Borough of Clayton, I am respectfully requesting that the Gloucester County Board of Chosen Freeholders consider assisting our municipality with the purchase of a new community bus. The Capital Transit Investment Plan (CTIP) that is available to assist municipalities with obtaining vehicles would be very helpful to us in replacing our existing shuttle bus, and we would like to participate in this program.

Our current bus is aging, and our senior citizens and disabled residents rely on this transportation to get groceries and other household items. Our senior population at the Clayton Mews especially is grateful for the shuttle bus taking them to stores and on outings, such as taking them to the County sponsored picnic at Red Bank, and the County sponsored Christmas party at Aulleto's.

We will be glad to provide any information you need in your evaluation.

Thank you for your time and attention.

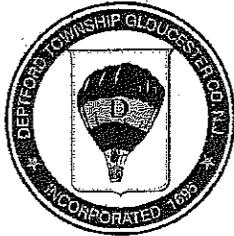
Sincerely,

*Tom Bianco / cu*  
Mayor Tom Bianco – Borough of Clayton

Cc: Freeholder Director Robert M. Damming  
Mayor and Council  
CFO  
Municipal Clerk

# TOWNSHIP OF DEPTFORD

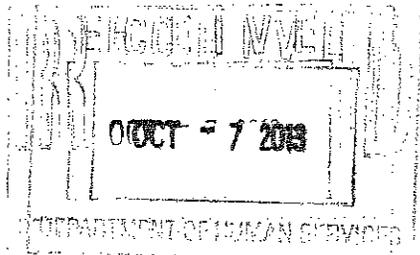
Gloucester County, New Jersey



*Mayor*  
Paul Medany

*Deputy Mayor*  
Tom Hufnell

*Township Council*  
Frank DiMarco  
Phil Schocklin  
Joe Scott  
Wayne Love  
Bill Lamb



Municipal Building  
1011 Cooper Street  
Deptford, New Jersey 08096  
(856) 845-5300 phone  
(856) 845-8804 fax  
mayor@deptford-nj.org  
www.deptford-nj.org

October 2, 2013

Division of Transportation Service  
Budd Boulevard Complex  
115 Budd Boulevard  
West Deptford, NJ 08096  
ATTN: Lisa A. Cerny, Director

Dear Ms. Cerny:

Please accept this letter as confirmation that Deptford Township is interested in participating in the Capital Transit Investment Plan (CTIP).

Deptford Township currently has two (2) functioning buses. One is on loan from Gloucester County and the other is thirteen (13) years old. Deptford Township is capable of providing its match requirement per the program.

Sincerely,

Mayor Paul Medany

PD 014-019 Bid Opening 6/10/2014 10:00am			
SPECIFICATIONS FOR SUPPLYING TWO 2014 FORD F-550 BUS, 22 PASSENGERS & 2 WHEELCHAIR SLOTS WITH REAR LIFT FOR THE TOWNSHIP OF DEPTFORD AND THE BOROUGH OF CLAYTON IN COOPERATION WITH THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC & 16GLCP			
	Rohrer Enterprises Inc. D/B/A Rohrer Bus Sales 1515 State Rd. Duncannon, PA 17020 Kenneth Eilenberger VP 717 957-2141 717 957-0158 Fax	Alliance Bus Group 51 Kero Rd Carlstadt, NJ 07072 Jeffrey Krakenbuhl 201 507-8500 201 507-5372 Fax	Wolfington Body Co. Inc. 1376 Route 38, PO Box 760 Mt. Holly NJ 08060 Al Dellinger SVP 609 267-0763 609 267-9478 Fax
<u>ITEM</u>	<u>DESCRIPTION</u>		
1	Ford Model 22 passenger & 2 wheel chair Bus		
	Price per bus	\$71,098.00	\$76,913.00
	Total for 2 busses	\$142,196.00	\$153,826.00
	<u>OPTIONS</u>		
	Video System	\$1,296.00	\$833.00
	Back up Camera System	\$296.00	\$386.00
	Total for 2 busses with all options	\$145,380.00	\$156,264.00
	Bus Style	Champion	Goshen Coach
	Completion Days	120 Days	180 - 240 Days
	Variations: (if any)		
	Will you extend your prices to local government entities within the County	YES	YES
	Bid specifications sent to:	Prime Vendor	Glaval Bus
	Based upon the bids received, I recommend Rohrer Enterprises Inc. be awarded a contract to the lowest responsive, responsible bidder.		
		Sincerely,	
		Robert J. McErlane	
		Purchasing	

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

Certificate of Availability of Funds

TREASURER'S NO. 14-15556 DATE 6/25/14

BUDGET NUMBER - CURRENT YR 13-01-333-1922 B 3310.35 DEPARTMENT Public Services

AMOUNT OF CERTIFICATION 145,380.00 COUNTY COUNSEL [Signature]

DESCRIPTION:

Purchase of bus for Deptford and Clayton under Capital Transit Investment Program (CTIP) to execute a contract by and between the County of Gloucester and Rohrer Enterprises for the purchase of two Form Model 22 passenger and 2 wheelchair slots with a rear lift in the amount of \$145,380.00, \$72,690.00 per bus per bid 014-019. Deptford and Clayton will pay \$36,345.00 which represents half of the price of each bus. This joint purchase, under the county's Capital Transit Investment Plan program, requires municipalities to pay 50% of the total cost of bus.

VENDOR: Rohrer Enterprises, Inc.  
884 Rohrer Road

ADDRESS: 1515 State Rd. Box 110  
Dunellen, NJ 07020

[Signature]  
DEPARTMENT HEAD APPROVAL

APPROVED [Signature]  
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 6/11/14

[Signature]  
6/25/14

Σ.4

**RESOLUTION AUTHORIZING THE COUNTY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE COUNTY OF SALEM FOR THE USE OF TWO BEDS TO HOUSE JUVENILE AND FAMILY CRISIS CASES FROM JANUARY 1, 2014 TO DECEMBER 31, 2018 FOR A TOTAL CONTRACT AMOUNT OF \$352,119.00**

**WHEREAS**, the County of Gloucester is required to provide shelter beds for youth involved in Juvenile Family Crisis on an as-needed basis; and

**WHEREAS**, the County of Salem has indicated a willingness to permit the County of Gloucester the use of two beds as permitted in Salem County's contract with Ranch Hope to provide said services; and

**WHEREAS**, compensation for the aforesaid services shall be for five years, for a total contract amount of \$352,119.00, payments will be made quarterly each year; and

**WHEREAS**, the Purchasing Agent of the County of Gloucester has certified the availability of funds in the amount of \$66,336.00, pursuant to C.A.F. #14-06116, which amount shall be charged against budget line item 4-01-27-366-001-20202.

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the Memorandum of Understanding and all other related documents between the County of Gloucester and the County of Salem in accordance with the terms set out hereinabove.

**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 23, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

**ROBERT N. DILELLA, CLERK**



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COUNTIES OF SALEM AND GLOUCESTER**

**WHEREAS**, the Board of Chosen Freeholders of Salem County agree to a willingness to permit the County of Gloucester to purchase the use of Two (2) beds in its Youth Shelter to house Juvenile Crisis cases from Gloucester County; and

**WHEREAS**, the purchase of these beds was agreed to be on an as needed basis for a total sum of \$352,119.00 over a five (5) year period. Contract period to run January 1, 20014 through December 31, 2018; and

**WHEREAS**, The County of Salem, in Resolution No. 2014-74, dated January 22, 2014 awarded a five year contract commencing January 1, 2014 to Ranch Hope, Inc., Alloway, New Jersey, for providing Youth Shelter Services for the County of Salem, which services shall be completed in full accordance with the terms and conditions of the contract; and

**WHEREAS**, The five-year contract between the County of Salem and Ranch Hope specifically says in section 3b(2) the following:

"Contractor will also serve as providing Youth Shelter Services for the County of Gloucester, per a previous agreement Salem County has entered into with Gloucester County. Therefore, the contractor shall be responsible and shall continue to provide two (2) of the sixteen (16) Youth Shelter Services to Salem County for Gloucester County."

**WHEREAS**, for clarification purposes, the contractor referred to in the contract specifications in 3b(2) is Ranch Hope, Inc.

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

1. Ranch Hope, Inc. will be providing beds for Gloucester County as described above to house Juveniles/family crisis cases. Salem County will continue to permit the County of Gloucester to purchase the use of two beds in its youth shelter to house juvenile family crisis cases in Gloucester County.

2. Therefore, the County of Salem will collect from Gloucester County as follows:

YEAR

1. Total of \$67,663.00 in 2014 with equal quarterly payments of \$16,915.75
2. Total of \$69,016.00 in 2015 with equal quarterly payments of \$17,254.00
3. Total of \$70,396.00 in 2016 with equal quarterly payments of \$17,599.00
4. Total of \$71,804.00 in 2017 with equal quarterly payments of \$17,951.00
5. Total of \$73,240.00 in 2018 with equal quarterly payments of \$18,310.00

3. Equal quarterly payments will be due and paid by the County of Gloucester to the County of Salem as follows:

- March 31<sup>st</sup> of each year
- June 30<sup>th</sup> of each year
- September 30<sup>th</sup> of each year
- December 30<sup>th</sup> of each year

ATTESTED BY:

BOARD OF CHOSEN FREEHOLDERS  
COUNTY OF SALEM

\_\_\_\_\_  
KEVIN CROUCH  
Salem County Clerk of the Board

\_\_\_\_\_  
JULIE A. ACTON  
Freeholder Director

ATTESTED BY:

BOARD OF CHOSEN FREEHOLDERS  
COUNTY OF GLOUCESTER

\_\_\_\_\_  
ROBERT N. DILELLA  
Gloucester County Clerk of the Board

\_\_\_\_\_  
ROBERT M. DAMMINGER  
Freeholder Director

Kelly

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 14-06116 DATE 7/11/14

BUDGET NUMBER 4 01 27-366-001-20202

AMOUNT OF CERTIFICATION \$ 66,330.00 \* balance of 71,327.40 to be accrued in November

DEPARTMENT Human Services

COUNTY COUNSEL Tom Campo

DESCRIPTION OF PRODUCT OR SERVICE

To enter into a five (5) year contract with Salem County to purchase the use of trucks for use in New Youth Streets to handle waste. The trucks are from Gloucester Co. The cost of trucks will be collected from Gloucester Co. a total amount of \$67,660.00 in 2014 paid in quarterly payments of \$16,915.00

VENDOR NAME Salem County Youth Services

ADDRESS 14 Market Street - 4th Bldg

CITY/STATE/ZIP Salem, NJ 08079

DEPARTMENT HEAD APPROVAL \_\_\_\_\_

PURCHASING AGENT [Signature] DATE 7/11/14

FREEHOLDER MEETING DATE July 29, 2014

WHITE: CLERK OF THE BOARD  
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT  
GOLD: COUNTY COUNSEL

E.S

**RESOLUTION AUTHORIZING TERMINATION OF CONTRACTS, AWARDED PER  
RFP-11-008, WITH CENTER FOR FAMILY SERVICES, INC., VOLUNTEERS OF  
AMERICA DELAWARE VALLEY, INC. AND GATEWAY COMMUNITY ACTION  
PARTNERSHIP, INC.**

**WHEREAS**, the County awarded contracts, per RFP-11-008, to Center for Family Services, Inc., Volunteers of America Delaware Valley, Inc. and Gateway Community Action Partnership, Inc. on December 29, 2010, for a term from January 1, 2011 to December 31, 2013 and the specifications provided the County with option to extend for two (2) additional one year periods; and

**WHEREAS**, the County exercised its right to extend for two (2) additional one year periods, extending the terms until December 31, 2014; and

**WHEREAS**, the County must terminate the contracts with Center for Family Services, Inc., Volunteers of America Delaware Valley, Inc. and Gateway Community Action Partnership, Inc. per the recommendation of the State, as the State has changed the funding period from a calendar year to a fiscal year.

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the Termination Of Contract Agreement with Center for Family Services, Inc., Volunteers of America Delaware Valley, Inc. and Gateway Community Action Partnership, Inc.

**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 23, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

**ROBERT N. DILELLA, CLERK**

**TERMINATION OF CONTRACT AGREEMENT  
BETWEEN  
CENTER FOR FAMILY SERVICES, INC.  
AND  
COUNTY OF GLOUCESTER**

The County awarded contracts, per RFP-11-008, to Center for Family Services, Inc. on December 29, 2010, from January 1, 2011 to December 31, 2013 and the specifications provided the County with the option to extend for two (2) additional one year periods; and

The County exercised its right to extend for two (2) additional one year periods, extending the terms until December 31, 2014; and

The County must terminate the contract with Center for Family Services, Inc., per the recommendation of the State, as the State has changed the funding period from a calendar year to a fiscal year.

In further consideration for the mutual promises made by and between Center for Family Services, Inc. and the County in the above-described contract, Center for Family Services, Inc. and the County hereby agree to terminate the contract.

**THE CONTRACT IS TERMINATED** effective as of the 30<sup>TH</sup> day of June, 2014.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**CENTER FOR FAMILY  
SERVICES, INC.**

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

**TERMINATION OF CONTRACT AGREEMENT  
BETWEEN  
VOLUNTEERS OF AMERICA DELAWARE VALLEY, INC.  
AND  
COUNTY OF GLOUCESTER**

The County awarded contracts, per RFP-11-008, to Volunteers of America Delaware Valley, Inc. on December 29, 2010, from January 1, 2011 to December 31, 2013 and the specifications provided the County with the option to extend for two (2) additional one year periods; and

The County exercised its right to extend for two (2) additional one year periods, extending the terms until December 31, 2014; and

The County must terminate the contract with Volunteers of America Delaware Valley, Inc. per the recommendation of the State, as the State has changed the funding period from a calendar year to a fiscal year.

In further consideration for the mutual promises made by and between Volunteers of America Delaware, Inc. and the County in the above-described contract, Volunteers of America Delaware, Inc. and the County hereby agree to terminate the contract.

**THE CONTRACT IS TERMINATED** effective as of the 30<sup>TH</sup> day of June, 2014.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**VOLUNTEERS OF AMERICA  
DELAWARE, INC.**

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

**TERMINATION OF CONTRACT AGREEMENT  
BETWEEN  
GATEWAY COMMUNITY ACTION PARTNERSHIP, INC.  
AND  
COUNTY OF GLOUCESTER**

The County awarded contracts, per RFP-11-008, to Gateway Community Action Partnership, Inc. on December 29, 2010, from January 1, 2011 to December 31, 2013 and the specifications provided the County with the option to extend for two (2) additional one year periods; and

The County exercised its right to extend for two (2) additional one year periods, extending the terms until December 31, 2014; and

The County must terminate the contract with Gateway Community Action Partnership, Inc. per the recommendation of the State, as the State has changed the funding period from a calendar year to a fiscal year.

In further consideration for the mutual promises made by and between Gateway Community Action Partnership, Inc. and the County in the above-described contract, Gateway Community Action Partnership, Inc. and the County hereby agree to terminate the contract.

**THE CONTRACT IS TERMINATED** effective as of the 30<sup>TH</sup> day of June, 2014.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**GATEWAY COMMUNITY ACTION  
PARTNERSHIP, INC.**

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

E-6

**RESOLUTION AUTHORIZING AWARD OF CONTRACTS, PER RFP#14-028, FROM  
JULY 1, 2014 TO JUNE 30, 2017, WITH THE OPTION TO EXTEND FOR TWO (2)  
ONE YEAR PERIODS OR ONE (1) TWO YEAR PERIOD**

**WHEREAS**, the County requested proposals, via RFP#14-028, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that Catholic Charities, Diocese Camden, Inc., with offices at 1845 Haddon Avenue, Camden, New Jersey 08103, made one of six of the most advantageous proposals, for an amount not to exceed \$112,154.00 per year, as there exists a need for the County to contract to provide emergency food, utility assistance and rent/mortgage assistance services; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that Gateway Community Action Partnership, with offices at River's Edge Community Campus, 110 Cohansey Street, Bridgeton, New Jersey 08302, made one of six of the most advantageous proposals, for an amount not to exceed \$13,000.00 per year, as there exists a need for the County to contract to provide housing to larger single and two parent families; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that Senior Citizens United Community Services, Inc., located at 537 Nicholson Road, Audubon, New Jersey 08106, made one of six of the most advantageous proposals, for an amount not to exceed \$15,000.00 per year, as there exists a need for the County to contract to provide prevention and case management services to SSH State eligible residents of the County; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that Center for Family Services, Inc., located at 584 Benson Street, Camden, New Jersey 08103, made one of six of the most advantageous proposals, for an amount not to exceed \$159,610.00 per year, as there exists a need for the County to contract to provide shelter (motel/hotel) placements for individuals and families and transitional housing to single pregnant women and women with children, food, prevention case management and 24 hour response; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that Joseph's House of Camden NJ, LLC, located at 20 Church Street, Camden, New Jersey 08104, made one of six of the most advantageous proposals, for an amount not to exceed \$5,000.00 per year, as there exists a need for the County to contract to provide shelter services to SSH State eligible residents of the County; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that Volunteers of America, Delaware Valley, Inc., located at 235 White Horse Pike, Collingswood, New Jersey 08107, made one of six of the most advantageous proposals, for an amount not to exceed \$30,000.00 per year, as there exists a need for the County to contract to provide emergency food and shelter services; and

**WHEREAS**, the contracts have been awarded pursuant to Gloucester County's Fair and Open Procurement Process, consistent with the terms and provisions of N.J.S.A. 19:44A-20.4; and

**WHEREAS**, the contracts shall be for an estimated units of service, for a term of three years, from July 1, 2014 to June 30, 2017, with the option to extend two (2) one year periods or one (1) two year periods, pursuant to the proposal submitted by the Vendor, therefore this contract is open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time; and

**WHEREAS**, a Certificate of Availability of Funds has not been issued at this time and prior to any purchase being made or service rendered pursuant to the within award, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purpose and identifying the line item of the County budget from which said funds will be paid.

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contracts for various programs and services for the citizens and youth of Gloucester County, in accordance with and pursuant to proposals submitted, each for a period of three years, from July 1, 2014 to June 30, 2017, with the option to extend for two (2) one year periods or one (1) two year periods with Catholic Charities, Diocese of Camden, Inc., for an amount not to exceed \$112,154.00 per year; Gateway Community Action Partnership, for an amount not to exceed \$13,000.00 per year; Senior Citizens United Community Services, Inc., for an amount not to exceed \$15,000.00 per year; Center for Family Services, Inc., for an amount not to exceed \$159,610.00 per year, Joseph's House of Camden NJ, LLC, for an amount not to exceed \$5,000.00 per year; and Volunteers of America, Delaware Valley, Inc., for an amount not to exceed \$30,000.00 per year.

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

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, July 23, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

**ROBERT M. DAMMINGER, DIRECTOR**

**CONTRACT BETWEEN  
CATHOLIC CHARITIES, DIOCESE OF CAMDEN, INC.  
AND  
COUNTY OF GLOUCESTER**

**THIS CONTRACT** is made effective the \_\_\_ day of \_\_\_\_\_, 2014, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **Catholic Charities, Diocese of Camden, Inc.**, of 1845 Haddon Avenue, Camden, New Jersey 08103, hereinafter referred to as "Vendor".

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for provisions of emergency food, utility assistance and rent/mortgage assistance services, as more particularly set forth in **RFP-14-028**; and

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

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

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

**TERMS OF AGREEMENT**

1. **TERM.** The term of the contract shall be for the period commencing July 1, 2014 and concluding June 30, 2017, with the option to extend two (2) one year periods or one (1) two year period, as more specifically in RFP-14-028.
2. **COMPENSATION** Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Vendor's proposal dated June 10, 2014 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 14-028. The proposal is incorporated into, and made part of this Contract, by reference. Vendor shall be paid in an amount not to exceed \$112,154.00 per year.

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

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

Each invoice shall contain an itemized, detailed description of all products shipped. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Vendor shall as set forth be in the County's RFP-14-028, and Vendor's responsive proposal, dated June 10, 2014, which are incorporated by reference in their entirety and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP-14-028.

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

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

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

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

The vendor or subcontractor, where applicable, agrees to comply with any regulations

promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

as the certificates may be renewed during that period of time.

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

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

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

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

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

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

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

17. **COMPLIANCE WITH APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

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

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP-14-028 issued by the County of Gloucester and Vendor's responsive proposal dated June 10, 2014. Should there occur a conflict between this form of Contract and RFP-14-028, then this Contract shall prevail. Should there occur a conflict between this Contract or RFP-14-028, and the Vendor's proposal dated June 10, 2014, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is made effective this \_\_\_ day of \_\_\_\_\_, 2014.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**CATHOLIC CHARITIES,  
DIOCESE OF CAMDEN, INC.**

\_\_\_\_\_

\_\_\_\_\_  
**Name:**  
**Title:**

**CONTRACT BETWEEN  
GATEWAY COMMUNITY ACTION PARTNERSHIP  
AND  
COUNTY OF GLOUCESTER**

**THIS CONTRACT** is made effective the \_\_ day of \_\_\_\_\_, 2014, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **GATEWAY COMMUNITY ACTION PARTNERSHIP**, of River's Edge Community Campus, 110 Cohansey Street, Bridgeton, New Jersey 08302, hereinafter referred to as "Vendor".

**RECITALS**

**WHEREAS**, there exists a need for the County to Contract for provision to provide housing to larger single or two parent families, as more particularly set forth in **RFP-14-028**; and

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

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

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

**TERMS OF AGREEMENT**

1. **TERM**. The term of the contract shall be for the period commencing July 1, 2014 and concluding June 30, 2017, with the option to extend two (2) one year periods or one (1) two year period, as more specifically in RFP-14-028.
2. **COMPENSATION** Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Vendor's proposal dated June 4, 2014 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 14-028. The proposal is incorporated into, and made part of this Contract, by reference. Vendor shall be paid in an amount not to exceed \$13,000.00 per year.

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

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

Each invoice shall contain an itemized, detailed description of all products shipped. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Vendor shall as set forth be in the County's RFP-14-028, and Vendor's responsive proposal, dated June 4, 2014, which are incorporated by reference in their entirety and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP-14-028.

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

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

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

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

The vendor or subcontractor, where applicable, agrees to comply with any regulations

promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

as the certificates may be renewed during that period of time.

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

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

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

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

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

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

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

17. **COMPLIANCE WITH APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

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

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP-14-028 issued by the County of Gloucester and Vendor's responsive proposal dated June 4, 2014. Should there occur a conflict between this form of Contract and RFP-14-028, then this Contract shall prevail. Should there occur a conflict between this Contract or RFP-14-028, and the Vendor's proposal dated June 4, 2014, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is made effective this \_\_\_ day of \_\_\_\_\_, 2014.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**GATEWAY COMMUNITY  
ACTION PARTNERSHIP**

\_\_\_\_\_

\_\_\_\_\_  
**Name:**  
**Title:**

**CONTRACT BETWEEN  
CENTER FOR FAMILY SERVICES, INC.  
AND  
COUNTY OF GLOUCESTER**

**THIS CONTRACT** is made effective the \_\_\_ day of \_\_\_\_\_, 2014, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **CENTER FOR FAMILY SERVICES, INC.**, of 584 Benson Street, Camden, New Jersey 08103, hereinafter referred to as "Vendor".

**RECITALS**

**WHEREAS**, there exists a need for the County to Contract for provision to provide shelter (motel/hotel) placements for individuals and families and transitional housing to single pregnant women and women with children, food, prevention case management and 24 hour response, as more particularly set forth in **RFP-14-028**; and

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

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

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

**TERMS OF AGREEMENT**

1. **TERM.** The term of the contract shall be for the period commencing July 1, 2014 and concluding June 30, 2017, with the option to extend two (2) one year periods or one (1) two year period, as more specifically in RFP-14-028.
2. **COMPENSATION** Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Vendor's proposal dated June 10, 2014 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 14-028. The proposal is incorporated into, and made part of this Contract, by reference. Vendor shall be paid in an amount not to exceed \$159,610.00 per year.

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

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

Each invoice shall contain an itemized, detailed description of all products shipped. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Vendor shall as set forth be in the County's RFP-14-028, and Vendor's responsive proposal, dated June 10, 2014, which are incorporated by reference in their entirety and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP-14-028.

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. **COMPLIANCE WITH APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

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

19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information,

reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

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

**21. CONTRACT PARTS.** This Contract consists of this Contract document, RFP-14-028 issued by the County of Gloucester and Vendor's responsive proposal dated June 10, 2014. Should there occur a conflict between this form of Contract and RFP-14-028, then this Contract shall prevail. Should there occur a conflict between this Contract or RFP-14-028, and the Vendor's proposal dated June 10, 2014, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is made effective this \_\_\_ day of \_\_\_\_\_, 2014.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**CENTER FOR FAMILY  
SERVICES, INC.**

\_\_\_\_\_  
**Name:**

**Title:**

**CONTRACT BETWEEN  
JOSEPH'S HOUSE OF CAMDEN NJ, LLC  
AND  
COUNTY OF GLOUCESTER**

**THIS CONTRACT** is made effective the \_\_\_ day of \_\_\_\_\_, 2014, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **JOSEPH'S HOUSE OF CAMDEN NJ, LLC**, of 20 Church Street, Camden, New Jersey 08104, hereinafter referred to as "Vendor".

**RECITALS**

**WHEREAS**, there exists a need for the County to Contract for the provision to provide shelter services to SSH State eligible residents of the County, as more particularly set forth in **RFP-14-028**; and

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

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

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

**TERMS OF AGREEMENT**

1. **TERM**. The term of the contract shall be for the period commencing July 1, 2014 and concluding June 30, 2017, with the option to extend two (2) one year periods or one (1) two year period, as more specifically in RFP-14-028.
2. **COMPENSATION** Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Vendor's proposal dated June 6, 2014 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 14-028. The proposal is incorporated into, and made part of this Contract, by reference. Vendor shall be paid in an amount not to exceed \$5,000.00 per year.

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

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

Each invoice shall contain an itemized, detailed description of all products shipped. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Vendor shall as set forth be in the County's RFP-14-028, and Vendor's responsive proposal, dated June 6, 2014, which are incorporated by reference in their entirety and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP-14-028.

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

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

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

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

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

The vendor or subcontractor, where applicable, agrees to comply with any regulations

promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

as the certificates may be renewed during that period of time.

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

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

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

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

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

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

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

17. **COMPLIANCE WITH APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

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

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP-14-028 issued by the County of Gloucester and Vendor's responsive proposal dated June 6, 2014. Should there occur a conflict between this form of Contract and RFP-14-028, then this Contract shall prevail. Should there occur a conflict between this Contract or RFP-14-028, and the Vendor's proposal dated June 6, 2014, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is made effective this \_\_\_ day of \_\_\_\_\_, 2014.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**JOSEPH'S HOUSE OF  
CAMDEN NJ, LLC**

\_\_\_\_\_

\_\_\_\_\_  
**Name:**  
**Title:**

**CONTRACT BETWEEN  
VOLUNTEERS OF AMERICA, DELAWARE VALLEY, INC.  
AND  
COUNTY OF GLOUCESTER**

**THIS CONTRACT** is made effective the \_\_\_ day of \_\_\_\_\_, 2014, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **VOLUNTEERS OF AMERICA, DELAWARE VALLEY, INC.**, of 235 White Horse Pike, Collingswood, New Jersey 08107, hereinafter referred to as "Vendor".

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for the provision to provide emergency food and shelter services, as more particularly set forth in **RFP-14-028**; and

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

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

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

**TERMS OF AGREEMENT**

1. **TERM.** The term of the contract shall be for the period commencing July 1, 2014 and concluding June 30, 2017, with the option to extend two (2) one year periods or one (1) two year period, as more specifically in RFP-14-028.
2. **COMPENSATION** Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Vendor's proposal (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 14-028. The proposal is incorporated into, and made part of this Contract, by reference. Vendor shall be paid in an amount not to exceed \$30,000.00 per year.

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

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

Each invoice shall contain an itemized, detailed description of all products shipped. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Vendor shall as set forth be in the County's RFP-14-028, and Vendor's responsive proposal, which are incorporated by reference in their entirety and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP-14-028.

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

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

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

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

The vendor or subcontractor, where applicable, agrees to comply with any regulations

promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.
12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
17. **COMPLIANCE WITH APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.
18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.
19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this

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

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

**21. CONTRACT PARTS.** This Contract consists of this Contract document, RFP-14-028 issued by the County of Gloucester and Vendor's responsive proposal. Should there occur a conflict between this form of Contract and RFP-14-028, then this Contract shall prevail. Should there occur a conflict between this Contract or RFP-14-028, and the Vendor's proposal, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is made effective this \_\_\_ day of \_\_\_\_\_, 2014.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**VOLUNTEERS OF AMERICA,  
DELAWARE VALLEY, INC.**

\_\_\_\_\_  
**Name:**

**Title:**

## 2014 SOCIAL SERVICES FOR THE HOMELESS FUNDS

June 18, 2014

	A	B	C	D	E	F	G
1	RFP APPLICANTS	CLAIRE JORDAN	JOHN MURPHY	RICK GAYDOS	ROBERT BAMFORD	TOTAL POINTS AWARDED	FUNDING RECOMMENDATION
2							
3	VOLUNTEERS OF AMERICA	90	80	100	92	362	\$30,000.00
4	CENTER FOR FAMILY SERVICES	95	100	91	95	381	\$159,610.00
5	GATEWAY CAP	95	100	88	89	372	\$13,000.00
6	CATHOLIC CHARITIES	95	88	89	88	360	\$112,154.00
7	SENIOR CITIZENS UNITED COMMUNITY SERVICES	85	88	91	88	352	\$15,000.00
8	JOSEPHS HOUSE	95	95	98	91	379	\$5,000.00
9	TOTAL						\$334,764.00
10							

AGENCY VOA

EVALUATOR af

CRITERIA FOR EVALUATING PROPOSAL FOR  
DEPARTMENT OF HUMAN SERVICES  
COUNTY OF GLOUCESTER  
CY2014 SSH

- I. Technical Criteria for Evaluation  
Proposed Service(s)
- a) Does the vendor understand the scope of work?
  - b) Is the vendor's proposal complete and responsive to the BID package?
- Points: 15 20 Points
- II. Management Criteria
1. Project Management
- a) Does the vendor have the administrative capacity to Perform the project?
  - b) Is there a management plan?
  - c) Will the proposed project provide service to
- Points: 10 15 Points
2. History and Experience
- a) Does the vendor have a record of providing quality services?
  - b) Does the vendor have prior experience with county funding?
- Points: 10 10 Points
3. Staff Experience
- a) Does the vendor's staff have documentation showing experience in providing the proposed services?
  - b) Does the vendor's staff have knowledge in providing services to the proposed Target population?
- Points: 15 15 Points
- III. Service Area and Facilities Location
- a) Does the vendor have facilities located within the intended service area?
- Points: 20 20 Points
- IV. Project Cost
- a) Is the price of the project adequately explained?
  - b) Is the price reasonable when compared to other similar services?
- Points: 20 20 Points

TOTAL

Total points possible for each application: 100 points

Total points for possible approval: 85 points

90 POINTS

AGENCY VOA

EVALUATOR RB

CRITERIA FOR EVALUATING PROPOSAL FOR  
DEPARTMENT OF HUMAN SERVICES  
COUNTY OF GLOUCESTER  
CY2014 SSH

- I. Technical Criteria for Evaluation  
Proposed Service(s)
- a) Does the vendor understand the scope of work?
  - b) Is the vendor's proposal complete and responsive to the BID package?
- Points: 20 20 Points
- II. Management Criteria
- 1. Project Management
    - a) Does the vendor have the administrative capacity to Perform the project?
    - b) Is there a management plan?
    - c) Will the proposed project provide service to
- Points: 15 15 Points
- 2. History and Experience
    - a) Does the vendor have a record of providing quality services?
    - b) Does the vendor have prior experience with county funding?
- Points: 10 10 Points
- 3. Staff Experience
    - a) Does the vendor's staff have documentation showing experience in providing the proposed services?
    - b) Does the vendor's staff have knowledge in providing services to the proposed Target population?
- Points: 15 15 Points
- III. Service Area and Facilities Location
- a) Does the vendor have facilities located within the intended service area?
- Points: 20 20 Points
- IV. Project Cost
- a) Is the price of the project adequately explained?
  - b) Is the price reasonable when compared to other similar services?
- Points: 20 20 Points

TOTAL

Total points possible for each application: 100 points

Total points for possible approval: 85 points

100

AGENCY VOA

EVALUATOR Robert Bamford

CRITERIA FOR EVALUATING PROPOSAL FOR  
DEPARTMENT OF HUMAN SERVICES  
COUNTY OF GLOUCESTER  
CY2014 SSH

- I. Technical Criteria for Evaluation  
Proposed Service(s)
- a) Does the vendor understand the scope of work?
  - b) Is the vendor's proposal complete and responsive to the BID package?
- Points: 18 20 Points
- II. Management Criteria
- 1. Project Management
    - a) Does the vendor have the administrative capacity to perform the project?
    - b) Is there a management plan?
    - c) Will the proposed project provide service to
- Points: 13 15 Points
- 2. History and Experience
    - a) Does the vendor have a record of providing quality services?
    - b) Does the vendor have prior experience with county funding?
- Points: 9 10 Points
- 3. Staff Experience
    - a) Does the vendor's staff have documentation showing experience in providing the proposed services?
    - b) Does the vendor's staff have knowledge in providing services to the proposed Target population?
- Points: 13 15 Points
- III. Service Area and Facilities Location
- a) Does the vendor have facilities located within the intended service area?
- Points: 20 20 Points
- IV. Project Cost
- a) Is the price of the project adequately explained?
  - b) Is the price reasonable when compared to other similar services?
- Points: 19 20 Points

TOTAL 92

Total points possible for each application: 100 points

Total points for possible approval: 85 points

AGENCY VOA

EVALUATOR JUM

CRITERIA FOR EVALUATING PROPOSAL FOR  
DEPARTMENT OF HUMAN SERVICES  
COUNTY OF GLOUCESTER  
CY2014 SSH

- I. Technical Criteria for Evaluation  
Proposed Service(s)
- a) Does the vendor understand the scope of work?
  - b) Is the vendor's proposal complete and responsive to the BID package?
- Points: 20 20 Points
- II. Management Criteria
1. Project Management
- a) Does the vendor have the administrative capacity to Perform the project?
  - b) Is there a management plan?
  - c) Will the proposed project provide service to
- Points: 10 15 Points
2. History and Experience
- a) Does the vendor have a record of providing quality services?
  - b) Does the vendor have prior experience with county funding?
- Points: 10 10 Points
3. Staff Experience
- a) Does the vendor's staff have documentation showing experience in providing the proposed services?
  - b) Does the vendor's staff have knowledge in providing services to the proposed Target population?
- Points: 15 15 Points
- III. Service Area and Facilities Location
- a) Does the vendor have facilities located within the intended service area?
- Points: 15 20 Points
- IV. Project Cost
- a) Is the price of the project adequately explained?
  - b) Is the price reasonable when compared to other similar services?
- Points: 20 20 Points

TOTAL 80

Total points possible for each application: 100 points

Total points for possible approval: 85 points

AGENCY Center SoL  
FAM Serv.

EVALUATOR df

CRITERIA FOR EVALUATING PROPOSAL FOR  
DEPARTMENT OF HUMAN SERVICES  
COUNTY OF GLOUCESTER  
CY2014 SSH

- I. Technical Criteria for Evaluation  
Proposed Service(s)
- a) Does the vendor understand the scope of work?
  - b) Is the vendor's proposal complete and responsive to the BID package?
- Points: 20 20 Points
- II. Management Criteria
- 1. Project Management
    - a) Does the vendor have the administrative capacity to Perform the project?
    - b) Is there a management plan?
    - c) Will the proposed project provide service to
- Points: 15 15 Points
- 2. History and Experience
    - a) Does the vendor have a record of providing quality services?
    - b) Does the vendor have prior experience with county funding?
- Points: 10 10 Points
- 3. Staff Experience
    - a) Does the vendor's staff have documentation showing experience in providing the proposed services?
    - b) Does the vendor's staff have knowledge in providing services to the proposed Target population?
- Points: 15 15 Points
- III. Service Area and Facilities Location
- a) Does the vendor have facilities located within the intended service area?
- Points: 15 20 Points
- IV. Project Cost
- a) Is the price of the project adequately explained?
  - b) Is the price reasonable when compared to other similar services?
- Points: 20 20 Points

TOTAL

Total points possible for each application: 100 points

Total points for possible approval: 85 points

95

AGENCY GFS

EVALUATOR Robert Bamford

CRITERIA FOR EVALUATING PROPOSAL FOR  
DEPARTMENT OF HUMAN SERVICES  
COUNTY OF GLOUCESTER  
CY2014 SSH

- I. Technical Criteria for Evaluation  
Proposed Service(s)
- a) Does the vendor understand the scope of work?
  - b) Is the vendor's proposal complete and responsive to the BID package?
- Points: 19 20 Points
- II. Management Criteria
- 1. Project Management
    - a) Does the vendor have the administrative capacity to perform the project?
    - b) Is there a management plan?
    - c) Will the proposed project provide service to
- Points: 15 15 Points
- 2. History and Experience
    - a) Does the vendor have a record of providing quality services?
    - b) Does the vendor have prior experience with county funding?
- Points: 9 10 Points
- 3. Staff Experience
    - a) Does the vendor's staff have documentation showing experience in providing the proposed services?
    - b) Does the vendor's staff have knowledge in providing services to the proposed Target population?
- Points: 14 15 Points
- III. Service Area and Facilities Location
- a) Does the vendor have facilities located within the intended service area?
- Points: 20 20 Points
- IV. Project Cost
- a) Is the price of the project adequately explained?
  - b) Is the price reasonable when compared to other similar services?
- Points: 18 20 Points

TOTAL 95

Total points possible for each application: 100 points

Total points for possible approval: 85 points

AGENCY CFS

EVALUATOR RG

CRITERIA FOR EVALUATING PROPOSAL FOR  
DEPARTMENT OF HUMAN SERVICES  
COUNTY OF GLOUCESTER  
CY2014 SSH

I. Technical Criteria for Evaluation  
Proposed Service(s)

- a) Does the vendor understand the scope of work?
- b) Is the vendor's proposal complete and responsive to the BID package?

Points: 18 20 Points

II. Management Criteria

1. Project Management

- a) Does the vendor have the administrative capacity to Perform the project?
- b) Is there a management plan?
- c) Will the proposed project provide service to

Points: 13 15 Points

2. History and Experience

- a) Does the vendor have a record of providing quality services?
- b) Does the vendor have prior experience with county funding?

Points: 9 10 Points

3. Staff Experience

- a) Does the vendor's staff have documentation showing experience in providing the proposed services?
- b) Does the vendor's staff have knowledge in providing services to the proposed Target population?

Points: 15 15 Points

III. Service Area and Facilities Location

- a) Does the vendor have facilities located within the intended service area?

Points: 18 20 Points

IV. Project Cost

- a) Is the price of the project adequately explained?
- b) Is the price reasonable when compared to other similar services?

Points: 18 20 Points

TOTAL

Total points possible for each application: 100 points 91

Total points for possible approval: 85 points

CRITERIA FOR EVALUATING PROPOSAL FOR  
DEPARTMENT OF HUMAN SERVICES  
COUNTY OF GLOUCESTER  
CY2014 SSH

- I. Technical Criteria for Evaluation  
Proposed Service(s)
- a) Does the vendor understand the scope of work?
  - b) Is the vendor's proposal complete and responsive to the BID package?
- Points: 20 20 Points
- II. Management Criteria
- 1. Project Management
    - a) Does the vendor have the administrative capacity to Perform the project?
    - b) Is there a management plan?
    - c) Will the proposed project provide service to

Points: 15 15 Points
  - 2. History and Experience
    - a) Does the vendor have a record of providing quality services?
    - b) Does the vendor have prior experience with county funding?

Points: 10 10 Points
  - 3. Staff Experience
    - a) Does the vendor's staff have documentation showing experience in providing the proposed services?
    - b) Does the vendor's staff have knowledge in providing services to the proposed Target population?

Points: 15 15 Points
- III. Service Area and Facilities Location
- a) Does the vendor have facilities located within the intended service area?
- Points: 20 20 Points
- IV. Project Cost
- a) Is the price of the project adequately explained?
  - b) Is the price reasonable when compared to other similar services?
- Points: 20 20 Points

TOTAL  
Total points possible for each application: 100 points  
Total points for possible approval: 85 points

100

AGENCY CAM CA

EVALUATOR GPM

CRITERIA FOR EVALUATING PROPOSAL FOR  
DEPARTMENT OF HUMAN SERVICES  
COUNTY OF GLOUCESTER  
CY2014 SSH

- I. Technical Criteria for Evaluation  
Proposed Service(s)
- a) Does the vendor understand the scope of work?
  - b) Is the vendor's proposal complete and responsive to the BID package?
- Points: 20 20 Points
- II. Management Criteria
- 1. Project Management
    - a) Does the vendor have the administrative capacity to Perform the project?
    - b) Is there a management plan?
    - c) Will the proposed project provide service to
- Points: 10 15 Points
- 2. History and Experience
    - a) Does the vendor have a record of providing quality services?
    - b) Does the vendor have prior experience with county funding?
- Points: 8 10 Points
- 3. Staff Experience
    - a) Does the vendor's staff have documentation showing experience in providing the proposed services?
    - b) Does the vendor's staff have knowledge in providing services to the proposed Target population?
- Points: 15 15 Points
- III. Service Area and Facilities Location
- a) Does the vendor have facilities located within the intended service area?
- Points: 15 20 Points
- IV. Project Cost
- a) Is the price of the project adequately explained?
  - b) Is the price reasonable when compared to other similar services?
- Points: 20 20 Points

TOTAL 88

Total points possible for each application: 100 points

Total points for possible approval: 85 points

AGENCY Catholic Charities

EVALUATOR CF

CRITERIA FOR EVALUATING PROPOSAL FOR  
DEPARTMENT OF HUMAN SERVICES  
COUNTY OF GLOUCESTER  
CY2014 SSH

I. Technical Criteria for Evaluation  
Proposed Service(s)

- a) Does the vendor understand the scope of work?
- b) Is the vendor's proposal complete and responsive to the BID package?

Points: 20 20 Points

II. Management Criteria

1. Project Management

- a) Does the vendor have the administrative capacity to Perform the project?
- b) Is there a management plan?
- c) Will the proposed project provide service to

Points: 10 15 Points

2. History and Experience

- a) Does the vendor have a record of providing quality services?
- b) Does the vendor have prior experience with county funding?

Points: 10 10 Points

3. Staff Experience

- a) Does the vendor's staff have documentation showing experience in providing the proposed services?
- b) Does the vendor's staff have knowledge in providing services to the proposed Target population?

Points: 15 15 Points

III. Service Area and Facilities Location

- a) Does the vendor have facilities located within the intended service area?

Points: 20 20 Points

IV. Project Cost

- a) Is the price of the project adequately explained?
- b) Is the price reasonable when compared to other similar services?

Points: 20 20 Points

TOTAL

Total points possible for each application: 100 points

95

Total points for possible approval: 85 points

CRITERIA FOR EVALUATING PROPOSAL FOR  
DEPARTMENT OF HUMAN SERVICES  
COUNTY OF GLOUCESTER  
CY2014 SSH

- I. **Technical Criteria for Evaluation**  
Proposed Service(s)
- a) Does the vendor understand the scope of work?
  - b) Is the vendor's proposal complete and responsive to the BID package?
- Points: 17 20 Points
- II. **Management Criteria**
- 1. **Project Management**
    - a) Does the vendor have the administrative capacity to Perform the project?
    - b) Is there a management plan?
    - c) Will the proposed project provide service to
- Points: 12 15 Points
- 2. **History and Experience**
    - a) Does the vendor have a record of providing quality services?
    - b) Does the vendor have prior experience with county funding?
- Points: 10 10 Points
- 3. **Staff Experience**
    - a) Does the vendor's staff have documentation showing experience in providing the proposed services?
    - b) Does the vendor's staff have knowledge in providing services to the proposed Target population?
- Points: 15 15 Points
- III. **Service Area and Facilities Location**
- a) Does the vendor have facilities located within the intended service area?
- Points: 20 20 Points
- IV. **Project Cost**
- a) Is the price of the project adequately explained?
  - b) Is the price reasonable when compared to other similar services?
- Points: 15 20 Points

**TOTAL**

Total points possible for each application: 100 points

Total points for possible approval: 85 points

89

CRITERIA FOR EVALUATING PROPOSAL FOR  
DEPARTMENT OF HUMAN SERVICES  
COUNTY OF GLOUCESTER  
CY2014 SSH

- I. Technical Criteria for Evaluation  
Proposed Service(s)
- a) Does the vendor understand the scope of work?
  - b) Is the vendor's proposal complete and responsive to the BID package?
- Points: 19 20 Points
- II. Management Criteria
- 1. Project Management
    - a) Does the vendor have the administrative capacity to Perform the project?
    - b) Is there a management plan?
    - c) Will the proposed project provide service to
- Points: 13 15 Points
- 2. History and Experience
    - a) Does the vendor have a record of providing quality services?
    - b) Does the vendor have prior experience with county funding?
- Points: 8 10 Points
- 3. Staff Experience
    - a) Does the vendor's staff have documentation showing experience in providing the proposed services?
    - b) Does the vendor's staff have knowledge in providing services to the proposed Target population?
- Points: 12 15 Points
- III. Service Area and Facilities Location
- a) Does the vendor have facilities located within the intended service area?
- Points: 18 20 Points
- IV. Project Cost
- a) Is the price of the project adequately explained?
  - b) Is the price reasonable when compared to other similar services?
- Points: 18 20 Points
- TOTAL 88

Total points possible for each application: 100 points

Total points for possible approval: 85 points

CRITERIA FOR EVALUATING PROPOSAL FOR  
DEPARTMENT OF HUMAN SERVICES  
COUNTY OF GLOUCESTER  
CY2014 SSH

- I. Technical Criteria for Evaluation  
Proposed Service(s)
- a) Does the vendor understand the scope of work?
  - b) Is the vendor's proposal complete and responsive to the BID package?
- Points: 20 20 Points
- II. Management Criteria
- 1. Project Management
    - a) Does the vendor have the administrative capacity to Perform the project?
    - b) Is there a management plan?
    - c) Will the proposed project provide service to
- Points: 15 15 Points
- 2. History and Experience
    - a) Does the vendor have a record of providing quality services?
    - b) Does the vendor have prior experience with county funding?
- Points: 10 10 Points
- 3. Staff Experience
    - a) Does the vendor's staff have documentation showing experience in providing the proposed services?
    - b) Does the vendor's staff have knowledge in providing services to the proposed Target population?
- Points: 15 15 Points
- III. Service Area and Facilities Location
- a) Does the vendor have facilities located within the intended service area?
- Points: 20 20 Points
- IV. Project Cost
- a) Is the price of the project adequately explained?
  - b) Is the price reasonable when compared to other similar services?
- Points: 20 20 Points

TOTAL 100

Total points possible for each application: 100 points

Total points for possible approval: 85 points

AGENCY Gateway

EVALUATOR df

CRITERIA FOR EVALUATING PROPOSAL FOR  
DEPARTMENT OF HUMAN SERVICES  
COUNTY OF GLOUCESTER  
CY2014 SSH

- I. Technical Criteria for Evaluation  
Proposed Service(s)
- a) Does the vendor understand the scope of work?
  - b) Is the vendor's proposal complete and responsive to the BID package?
- Points: 20 20 Points
- II. Management Criteria
- 1. Project Management
    - a) Does the vendor have the administrative capacity to Perform the project?
    - b) Is there a management plan?
    - c) Will the proposed project provide service to
- Points: 15 15 Points
- 2. History and Experience
    - a) Does the vendor have a record of providing quality services?
    - b) Does the vendor have prior experience with county funding?
- Points: 10 10 Points
- 3. Staff Experience
    - a) Does the vendor's staff have documentation showing experience in providing the proposed services?
    - b) Does the vendor's staff have knowledge in providing services to the proposed Target population?
- Points: 10 15 Points
- III. Service Area and Facilities Location
- a) Does the vendor have facilities located within the intended service area?
- Points: 20 20 Points
- IV. Project Cost
- a) Is the price of the project adequately explained?
  - b) Is the price reasonable when compared to other similar services?
- Points: 20 20 Points

TOTAL

Total points possible for each application: 100 points

Total points for possible approval: 85 points

95

AGENCY Gateway

EVALUATOR Robert Bamford

CRITERIA FOR EVALUATING PROPOSAL FOR  
DEPARTMENT OF HUMAN SERVICES  
COUNTY OF GLOUCESTER  
CY2014 SSH

- I. Technical Criteria for Evaluation  
Proposed Service(s)
- a) Does the vendor understand the scope of work?
  - b) Is the vendor's proposal complete and responsive to the BID package?
- Points: 18 20 Points
- II. Management Criteria
- 1. Project Management
    - a) Does the vendor have the administrative capacity to Perform the project?
    - b) Is there a management plan?
    - c) Will the proposed project provide service to
- Points: 13 15 Points
- 2. History and Experience
    - a) Does the vendor have a record of providing quality services?
    - b) Does the vendor have prior experience with county funding?
- Points: 9 10 Points
- 3. Staff Experience
    - a) Does the vendor's staff have documentation showing experience in providing the proposed services?
    - b) Does the vendor's staff have knowledge in providing services to the proposed Target population?
- Points: 12 15 Points
- III. Service Area and Facilities Location
- a) Does the vendor have facilities located within the intended service area?
- Points: 19 20 Points
- IV. Project Cost
- a) Is the price of the project adequately explained?
  - b) Is the price reasonable when compared to other similar services?
- Points: 18 20 Points

TOTAL 89

Total points possible for each application: 100 points

Total points for possible approval: 85 points

AGENCY Gateway

EVALUATOR RB

CRITERIA FOR EVALUATING PROPOSAL FOR  
DEPARTMENT OF HUMAN SERVICES  
COUNTY OF GLOUCESTER  
CY2014 SSH

- I. Technical Criteria for Evaluation  
Proposed Service(s)
- a) Does the vendor understand the scope of work?
  - b) Is the vendor's proposal complete and responsive to the BID package?
- Points: 18 20 Points
- II. Management Criteria
- 1. Project Management
    - a) Does the vendor have the administrative capacity to Perform the project?
    - b) Is there a management plan?
    - c) Will the proposed project provide service to
- Points: 13 15 Points
- 2. History and Experience
    - a) Does the vendor have a record of providing quality services?
    - b) Does the vendor have prior experience with county funding?
- Points: 8 10 Points
- 3. Staff Experience
    - a) Does the vendor's staff have documentation showing experience in providing the proposed services?
    - b) Does the vendor's staff have knowledge in providing services to the proposed Target population?
- Points: 13 15 Points
- III. Service Area and Facilities Location
- a) Does the vendor have facilities located within the intended service area?
- Points: 19 20 Points
- IV. Project Cost
- a) Is the price of the project adequately explained?
  - b) Is the price reasonable when compared to other similar services?
- Points: 19 20 Points

TOTAL

Total points possible for each application: 100 points

Total points for possible approval: 85 points

88

AGENCY SCUCS

EVALUATOR [Signature]

CRITERIA FOR EVALUATING PROPOSAL FOR  
DEPARTMENT OF HUMAN SERVICES  
COUNTY OF GLOUCESTER  
CY2014 SSH

- I. Technical Criteria for Evaluation  
Proposed Service(s)
- a) Does the vendor understand the scope of work?
  - b) Is the vendor's proposal complete and responsive to the BID package?
- Points: 10 20 Points
- II. Management Criteria
- 1. Project Management
    - a) Does the vendor have the administrative capacity to Perform the project?
    - b) Is there a management plan?
    - c) Will the proposed project provide service to
- Points: 15 15 Points
- 2. History and Experience
    - a) Does the vendor have a record of providing quality services?
    - b) Does the vendor have prior experience with county funding?
- Points: 10 10 Points
- 3. Staff Experience
    - a) Does the vendor's staff have documentation showing experience in providing the proposed services?
    - b) Does the vendor's staff have knowledge in providing services to the proposed Target population?
- Points: 10 15 Points
- III. Service Area and Facilities Location
- a) Does the vendor have facilities located within the intended service area?
- Points: 20 20 Points
- IV. Project Cost
- a) Is the price of the project adequately explained?
  - b) Is the price reasonable when compared to other similar services?
- Points: 20 20 Points

TOTAL

Total points possible for each application: 100 points

Total points for possible approval: 85 points

85

AGENCY SCUCS

EVALUATOR Robert Bowford

CRITERIA FOR EVALUATING PROPOSAL FOR  
DEPARTMENT OF HUMAN SERVICES  
COUNTY OF GLOUCESTER  
CY2014 SSH

- I. Technical Criteria for Evaluation  
Proposed Service(s)
- a) Does the vendor understand the scope of work?
  - b) Is the vendor's proposal complete and responsive to the BID package?
- Points: 18 20 Points
- II. Management Criteria
- 1. Project Management
    - a) Does the vendor have the administrative capacity to Perform the project?
    - b) Is there a management plan?
    - c) Will the proposed project provide service to
- Points: 13 15 Points
- 2. History and Experience
    - a) Does the vendor have a record of providing quality services?
    - b) Does the vendor have prior experience with county funding?
- Points: 5 10 Points
- 3. Staff Experience
    - a) Does the vendor's staff have documentation showing experience in providing the proposed services?
    - b) Does the vendor's staff have knowledge in providing services to the proposed Target population?
- Points: 14 15 Points
- III. Service Area and Facilities Location
- a) Does the vendor have facilities located within the intended service area?
- Points: 20 20 Points
- IV. Project Cost
- a) Is the price of the project adequately explained?
  - b) Is the price reasonable when compared to other similar services?
- Points: 18 20 Points

TOTAL 88

Total points possible for each application: 100 points

Total points for possible approval: 85 points

CRITERIA FOR EVALUATING PROPOSAL FOR  
DEPARTMENT OF HUMAN SERVICES  
COUNTY OF GLOUCESTER  
CY2014 SSH

I. Technical Criteria for Evaluation  
Proposed Service(s)

- a) Does the vendor understand the scope of work?
- b) Is the vendor's proposal complete and responsive to the BID package?

Points: 19 20 Points

II. Management Criteria

1. Project Management

- a) Does the vendor have the administrative capacity to Perform the project?
- b) Is there a management plan?
- c) Will the proposed project provide service to

Points: 14 15 Points

2. History and Experience

- a) Does the vendor have a record of providing quality services?
- b) Does the vendor have prior experience with county funding?

Points: 10 10 Points

3. Staff Experience

- a) Does the vendor's staff have documentation showing experience in providing the proposed services?
- b) Does the vendor's staff have knowledge in providing services to the proposed Target population?

Points: 12 15 Points

III. Service Area and Facilities Location

- a) Does the vendor have facilities located within the intended service area?

Points: 20 20 Points

IV. Project Cost

- a) Is the price of the project adequately explained?
- b) Is the price reasonable when compared to other similar services?

Points: 16 20 Points

TOTAL

Total points possible for each application: 100 points

Total points for possible approval: 85 points

91

CRITERIA FOR EVALUATING PROPOSAL FOR  
DEPARTMENT OF HUMAN SERVICES  
COUNTY OF GLOUCESTER  
CY2014 SSH

I. Technical Criteria for Evaluation  
Proposed Service(s)

- a) Does the vendor understand the scope of work?
- b) Is the vendor's proposal complete and responsive to the BID package?

Points: 18 20 Points

II. Management Criteria

1. Project Management

- a) Does the vendor have the administrative capacity to Perform the project?
- b) Is there a management plan?
- c) Will the proposed project provide service to

Points: 15 15 Points

2. History and Experience

- a) Does the vendor have a record of providing quality services?
- b) Does the vendor have prior experience with county funding?

Points: 10 10 Points

3. Staff Experience

- a) Does the vendor's staff have documentation showing experience in providing the proposed services?
- b) Does the vendor's staff have knowledge in providing services to the proposed Target population?

Points: 15 15 Points

III. Service Area and Facilities Location

- a) Does the vendor have facilities located within the intended service area?

Points: 20 20 Points

IV. Project Cost

- a) Is the price of the project adequately explained?
- b) Is the price reasonable when compared to other similar services?

Points: 15 20 Points

TOTAL 88

Total points possible for each application: 100 points

Total points for possible approval: 85 points

AGENCY ST. JOSEPH HOME CARE

EVALUATOR JCM

CRITERIA FOR EVALUATING PROPOSAL FOR  
DEPARTMENT OF HUMAN SERVICES  
COUNTY OF GLOUCESTER  
CY2014 SSH

- I. Technical Criteria for Evaluation  
Proposed Service(s)
- a) Does the vendor understand the scope of work?
  - b) Is the vendor's proposal complete and responsive to the BID package?
- Points: 20 20 Points
- II. Management Criteria
1. Project Management
- a) Does the vendor have the administrative capacity to Perform the project?
  - b) Is there a management plan?
  - c) Will the proposed project provide service to
- Points: 15 15 Points
2. History and Experience
- a) Does the vendor have a record of providing quality services?
  - b) Does the vendor have prior experience with county funding?
- Points: 10 10 Points
3. Staff Experience
- a) Does the vendor's staff have documentation showing experience in providing the proposed services?
  - b) Does the vendor's staff have knowledge in providing services to the proposed Target population?
- Points: ~~15~~ 15 15 Points
- III. Service Area and Facilities Location
- a) Does the vendor have facilities located within the intended service area?
- Points: 15 20 Points
- IV. Project Cost
- a) Is the price of the project adequately explained?
  - b) Is the price reasonable when compared to other similar services?
- Points: 20 20 Points

TOTAL 95

Total points possible for each application: 100 points

Total points for possible approval: 85 points

AGENCY Joseph's House

EVALUATOR CJ

CRITERIA FOR EVALUATING PROPOSAL FOR  
DEPARTMENT OF HUMAN SERVICES  
COUNTY OF GLOUCESTER  
CY2014 SSH

- I. Technical Criteria for Evaluation  
Proposed Service(s)
- a) Does the vendor understand the scope of work?
  - b) Is the vendor's proposal complete and responsive to the BID package?
- Points: 20 20 Points
- II. Management Criteria
- 1. Project Management
    - a) Does the vendor have the administrative capacity to Perform the project?
    - b) Is there a management plan?
    - c) Will the proposed project provide service to
- Points: 15 15 Points
- 2. History and Experience
    - a) Does the vendor have a record of providing quality services?
    - b) Does the vendor have prior experience with county funding?
- Points: 10 10 Points
- 3. Staff Experience
    - a) Does the vendor's staff have documentation showing experience in providing the proposed services?
    - b) Does the vendor's staff have knowledge in providing services to the proposed Target population?
- Points: 10 15 Points
- III. Service Area and Facilities Location
- a) Does the vendor have facilities located within the intended service area?
- Points: 20 20 Points
- IV. Project Cost
- a) Is the price of the project adequately explained?
  - b) Is the price reasonable when compared to other similar services?
- Points: 20 20 Points

TOTAL

Total points possible for each application: 100 points

Total points for possible approval: 85 points

95

CRITERIA FOR EVALUATING PROPOSAL FOR  
DEPARTMENT OF HUMAN SERVICES  
COUNTY OF GLOUCESTER  
CY2014 SSH

- I. Technical Criteria for Evaluation  
Proposed Service(s)
- a) Does the vendor understand the scope of work?
  - b) Is the vendor's proposal complete and responsive to the BID package?
- Points: 18 20 Points
- II. Management Criteria
- 1. Project Management
    - a) Does the vendor have the administrative capacity to perform the project?
    - b) Is there a management plan?
    - c) Will the proposed project provide service to
- Points: 5 15 Points
- 2. History and Experience
    - a) Does the vendor have a record of providing quality services?
    - b) Does the vendor have prior experience with county funding?
- Points: 5 10 Points
- 3. Staff Experience
    - a) Does the vendor's staff have documentation showing experience in providing the proposed services?
    - b) Does the vendor's staff have knowledge in providing services to the proposed target population?
- Points: 14 15 Points
- III. Service Area and Facilities Location
- a) Does the vendor have facilities located within the intended service area?
- Points: 20 20 Points
- IV. Project Cost
- a) Is the price of the project adequately explained?
  - b) Is the price reasonable when compared to other similar services?
- Points: 19 20 Points

TOTAL 91

Total points possible for each application: 100 points

Total points for possible approval: 85 points

AGENCY Joseph's Home

EVALUATOR RB

CRITERIA FOR EVALUATING PROPOSAL FOR  
DEPARTMENT OF HUMAN SERVICES  
COUNTY OF GLOUCESTER  
CY2014 SSH

- I. Technical Criteria for Evaluation  
Proposed Service(s)
  - a) Does the vendor understand the scope of work?
  - b) Is the vendor's proposal complete and responsive to the BID package?Points: 18 20 Points
  
- II. Management Criteria
  - 1. Project Management
    - a) Does the vendor have the administrative capacity to Perform the project?
    - b) Is there a management plan?
    - c) Will the proposed project provide service toPoints: 15 15 Points
  - 2. History and Experience
    - a) Does the vendor have a record of providing quality services?
    - b) Does the vendor have prior experience with county funding?Points: 10 10 Points
  - 3. Staff Experience
    - a) Does the vendor's staff have documentation showing experience in providing the proposed services?
    - b) Does the vendor's staff have knowledge in providing services to the proposed Target population?Points: 15 15 Points
  
- III. Service Area and Facilities Location
  - a) Does the vendor have facilities located within the intended service area?Points: 20 20 Points
  
- IV. Project Cost
  - a) Is the price of the project adequately explained?
  - b) Is the price reasonable when compared to other similar services?Points: 20 20 Points

TOTAL

Total points possible for each application: 100 points

Total points for possible approval: 85 points

98

E-7

**RESOLUTION AUTHORIZING A CONTRACT WITH VOLUNTEERS OF AMERICA DELAWARE VALLEY, INC., IN AN AMOUNT NOT TO EXCEED \$21,244.00 PER YEAR, FROM JULY 1, 2014 TO JUNE 30, 2017, WITH THE OPTION TO EXTEND FOR TWO (2) ONE YEAR PERIODS OR ONE (1) TWO YEAR PERIOD**

**WHEREAS**, the County of Gloucester has recognized the need to provide emergency shelter services to Social Services Block Grant Eligible homeless of Gloucester County; and

**WHEREAS**, the County requested proposals, via RFP# 14-029, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that Volunteers of America, Delaware Valley, Inc., with offices at 235 White Horse Pike, Collingswood, New Jersey 08107, made the most advantageous proposal; and

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

**WHEREAS**, the contract shall be for an estimated units of service, in an amount not to exceed \$21,244.00 per year, from July 1, 2014 to June 30, 2017 (with the option to extend for a one year term, two times or a two year term, one time), pursuant to the proposal submitted by the Vendor, therefore this contract is open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time; and

**WHEREAS**, a Certificate of Availability of Funds has not been issued at this time and prior to any purchase being made or service rendered pursuant to the within award, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purpose and identifying the line item of the County budget from which said funds will be paid.

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the Contract with Volunteers of America, Delaware Valley, Inc. for the provision of emergency shelter services to Social Services Block Grant eligible homeless of the County, from July 1, 2014 to June 30, 2017, with the option to extend for a one year term, two times or a two year term, one time, in an amount not to exceed \$21,244.00 per year.

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

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, July 23, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

**CONTRACT BETWEEN  
VOLUNTEERS OF AMERICA, DELAWARE VALLEY, INC.  
AND  
COUNTY OF GLOUCESTER**

**THIS CONTRACT** is made effective the \_\_ day of \_\_\_\_\_, 2014, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **VOLUNTEERS OF AMERICA, DELAWARE VALLEY, INC.**, of 235 White Horse Pike, Collingswood, New Jersey 08107, hereinafter referred to as "Vendor".

**RECITALS**

**WHEREAS**, there exists a need for the County to Contract for the provision of emergency shelter services to Social Services Block Grant eligible homeless of the County, as more particularly set forth in **RFP-14-029**; and

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

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

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

**TERMS OF AGREEMENT**

1. **TERM**. The term of the contract shall be for the period commencing July 1, 2014 and concluding June 30, 2017, with the option to extend two (2) one year periods or one (1) two year period, as more specifically in RFP-14-029.
2. **COMPENSATION** Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Vendor's proposal dated June 11, 2014 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 14-029. The proposal is incorporated into, and made part of this Contract, by reference. Vendor shall be paid in an amount not to exceed \$21,244.00 per year.

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

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

Each invoice shall contain an itemized, detailed description of all products shipped. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Vendor shall as set forth be in the County's RFP-14-029, and Vendor's responsive proposal, dated June 11, 2014, which are incorporated by reference in their entirety and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP-14-029.

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. **COMPLIANCE WITH APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

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

19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information,

reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

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

**21. CONTRACT PARTS.** This Contract consists of this Contract document, RFP-14-029 issued by the County of Gloucester and Vendor's responsive proposal dated June 11, 2014. Should there occur a conflict between this form of Contract and RFP-14-029, then this Contract shall prevail. Should there occur a conflict between this Contract or RFP-14-029, and the Vendor's proposal dated June 11, 2014, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is made effective this \_\_\_ day of \_\_\_\_\_, 2014.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**VOLUNTEERS OF AMERICA,  
DELAWARE VALLEY, INC.**

\_\_\_\_\_  
**Name:**

**Title:**

## 2014 SOCIAL SERVICES BLOCK GRANT HA FUNDS

June 18, 2014

RFP APPLICANTS	CLAIRE JORDAN	JOHN MURPHY	RICK GAYDOS	ROBERT BAMFORD	TOTAL POINTS AWARDED	FUNDING RECOMMENDATION
VOLUNTEERS OF AMERICA	100	100	100	99	399	\$21,244.00
CENTER FOR FAMILY SERVICES	60	95	85	97	337	\$0.00

AGENCY VOA

EVALUATOR CF

CRITERIA FOR EVALUATING PROPOSAL FOR  
DEPARTMENT OF HUMAN SERVICES  
COUNTY OF GLOUCESTER  
CY2014 SSBG HA FUNDS

- I. Technical Criteria for Evaluation  
Proposed Service(s)
- a) Does the vendor understand the scope of work?
  - b) Is the vendor's proposal complete and responsive to the BID package?
- Points: 20 20 Points
- II. Management Criteria
- 1. Project Management
    - a) Does the vendor have the administrative capacity to Perform the project?
    - b) Is there a management plan?
    - c) Will the proposed project provide service to
- Points: 15 15 Points
- 2. History and Experience
    - a) Does the vendor have a record of providing quality services?
    - b) Does the vendor have prior experience with county funding?
- Points: 10 10 Points
- 3. Staff Experience
    - a) Does the vendor's staff have documentation showing experience in providing the proposed services?
    - b) Does the vendor's staff have knowledge in providing services to the proposed Target population?
- Points: 15 15 Points
- III. Service Area and Facilities Location
- a) Does the vendor have facilities located within the intended service area?
- Points: 20 20 Points
- IV. Project Cost
- a) Is the price of the project adequately explained?
  - b) Is the price reasonable when compared to other similar services?
- Points: 20 20 Points

TOTAL

Total points available for each application: 100 points

AGENCY VOA

EVALUATOR Robert Bamford

CRITERIA FOR EVALUATING PROPOSAL FOR  
DEPARTMENT OF HUMAN SERVICES  
COUNTY OF GLOUCESTER  
CY2014 SSBG HA FUNDS

I. Technical Criteria for Evaluation  
Proposed Service(s)

- a) Does the vendor understand the scope of work?
- b) Is the vendor's proposal complete and responsive to the BID package?

Points: 20 20 Points

II. Management Criteria

1. Project Management

- a) Does the vendor have the administrative capacity to Perform the project?
- b) Is there a management plan?
- c) Will the proposed project provide service to

Points: 15 15 Points

2. History and Experience

- a) Does the vendor have a record of providing quality services?
- b) Does the vendor have prior experience with county funding?

Points: 10 10 Points

3. Staff Experience

- a) Does the vendor's staff have documentation showing experience in providing the proposed services?
- b) Does the vendor's staff have knowledge in providing services to the proposed Target population?

Points: 14 15 Points

III. Service Area and Facilities Location

- a) Does the vendor have facilities located within the intended service area?

Points: 20 20 Points

IV. Project Cost

- a) Is the price of the project adequately explained?
- b) Is the price reasonable when compared to other similar services?

Points: 20 20 Points

TOTAL 99

Total points possible for each application: 100 points

AGENCY VOA

EVALUATOR RS

CRITERIA FOR EVALUATING PROPOSAL FOR  
DEPARTMENT OF HUMAN SERVICES  
COUNTY OF GLOUCESTER  
CY2014 SSBG HA FUNDS

I. Technical Criteria for Evaluation  
Proposed Service(s)

- a) Does the vendor understand the scope of work?
  - b) Is the vendor's proposal complete and responsive to the BID package?
- Points: 20 20 Points

II. Management Criteria

1. Project Management

- a) Does the vendor have the administrative capacity to Perform the project?
- b) Is there a management plan?
- c) Will the proposed project provide service to

Points: 15 15 Points

2. History and Experience

- a) Does the vendor have a record of providing quality services?
- b) Does the vendor have prior experience with county funding?

Points: 10 10 Points

3. Staff Experience

- a) Does the vendor's staff have documentation showing experience in providing the proposed services?
- b) Does the vendor's staff have knowledge in providing services to the proposed Target population?

Points: 15 15 Points

III. Service Area and Facilities Location

- a) Does the vendor have facilities located within the intended service area?

Points: 20 20 Points

IV. Project Cost

- a) Is the price of the project adequately explained?
- b) Is the price reasonable when compared to other similar services?

Points: 20 20 Points

TOTAL

TOTAL points possible for each application: 100 points 100

AGENCY V.O.A.

EVALUATOR J.J.M.

CRITERIA FOR EVALUATING PROPOSAL FOR  
DEPARTMENT OF HUMAN SERVICES  
COUNTY OF GLOUCESTER  
CY2014 SSBG HA FUNDS

I. Technical Criteria for Evaluation  
Proposed Service(s)

- a) Does the vendor understand the scope of work?
- b) Is the vendor's proposal complete and responsive to the BID package?

Points: 20 20 Points

II. Management Criteria

1. Project Management

- a) Does the vendor have the administrative capacity to Perform the project?
- b) Is there a management plan?
- c) Will the proposed project provide service to

Points: 15 15 Points

2. History and Experience

- a) Does the vendor have a record of providing quality services?
- b) Does the vendor have prior experience with county funding?

Points: 10 10 Points

3. Staff Experience

- a) Does the vendor's staff have documentation showing experience in providing the proposed services?
- b) Does the vendor's staff have knowledge in providing services to the proposed Target population?

Points: 15 15 Points

III. Service Area and Facilities Location

- a) Does the vendor have facilities located within the intended service area?

Points: 20 20 Points

IV. Project Cost

- a) Is the price of the project adequately explained?
- b) Is the price reasonable when compared to other similar services?

Points: 20 20 Points

TOTAL 100

Total points possible for each application: 100 points

AGENCY CTR FOR FAMILIES

EVALUATOR JJM

CRITERIA FOR EVALUATING PROPOSAL FOR  
DEPARTMENT OF HUMAN SERVICES  
COUNTY OF GLOUCESTER  
CY2014 SSBG HA FUNDS

I. Technical Criteria for Evaluation  
Proposed Service(s)

- a) Does the vendor understand the scope of work?
  - b) Is the vendor's proposal complete and responsive to the BID package?
- Points: 20 20 Points

II. Management Criteria

1. Project Management

- a) Does the vendor have the administrative capacity to Perform the project?
- b) Is there a management plan?
- c) Will the proposed project provide service to

Points: 10 15 Points

2. History and Experience

- a) Does the vendor have a record of providing quality services?
- b) Does the vendor have prior experience with county funding?

Points: 10 10 Points

3. Staff Experience

- a) Does the vendor's staff have documentation showing experience in providing the proposed services?
- b) Does the vendor's staff have knowledge in providing services to the proposed Target population?

Points: 15 15 Points

III. Service Area and Facilities Location

- a) Does the vendor have facilities located within the intended service area?

Points: 20 20 Points

IV. Project Cost

- a) Is the price of the project adequately explained?
- b) Is the price reasonable when compared to other similar services?

Points: 20 20 Points

TOTAL 95

Total points possible for each application: 100 points

AGENCY

Family Care

EVALUATOR

[Signature]

CRITERIA FOR EVALUATING PROPOSAL FOR  
DEPARTMENT OF HUMAN SERVICES  
COUNTY OF GLOUCESTER  
CY2014 SSBG HA FUNDS

I. Technical Criteria for Evaluation  
Proposed Service(s)

- a) Does the vendor understand the scope of work?
- b) Is the vendor's proposal complete and responsive to the BID package?

Points: 10 20 Points

II. Management Criteria

1. Project Management

- a) Does the vendor have the administrative capacity to Perform the project?
- b) Is there a management plan?
- c) Will the proposed project provide service to

Points: 5 15 Points

2. History and Experience

- a) Does the vendor have a record of providing quality services?
- b) Does the vendor have prior experience with county funding?

Points: 10 10 Points

3. Staff Experience

- a) Does the vendor's staff have documentation showing experience in providing the proposed services?
- b) Does the vendor's staff have knowledge in providing services to the proposed Target population?

Points: 15 15 Points

III. Service Area and Facilities Location

- a) Does the vendor have facilities located within the intended service area?

Points: 10 20 Points

IV. Project Cost

- a) Is the price of the project adequately explained?
- b) Is the price reasonable when compared to other similar services?

Points: 10 20 Points

TOTAL

100 points

CRITERIA FOR EVALUATING PROPOSAL FOR  
DEPARTMENT OF HUMAN SERVICES  
COUNTY OF GLOUCESTER  
CY2014 SSBG HA FUNDS

I. Technical Criteria for Evaluation  
Proposed Service(s)

- a) Does the vendor understand the scope of work?
- b) Is the vendor's proposal complete and responsive to the BID package?

Points: 20 20 Points

II. Management Criteria

1. Project Management

- a) Does the vendor have the administrative capacity to Perform the project?
- b) Is there a management plan?
- c) Will the proposed project provide service to

Points: 15 15 Points

2. History and Experience

- a) Does the vendor have a record of providing quality services?
- b) Does the vendor have prior experience with county funding?

Points: 10 10 Points

3. Staff Experience

- a) Does the vendor's staff have documentation showing experience in providing the proposed services?
- b) Does the vendor's staff have knowledge in providing services to the proposed Target population?

Points: 14 15 Points

III. Service Area and Facilities Location

- a) Does the vendor have facilities located within the intended service area?

Points: 20 20 Points

IV. Project Cost

- a) Is the price of the project adequately explained?
- b) Is the price reasonable when compared to other similar services?

Points: 18 20 Points

TOTAL 97

Total points possible for each application: 100 points

AGENCY OS

EVALUATOR RL

CRITERIA FOR EVALUATING PROPOSAL FOR  
DEPARTMENT OF HUMAN SERVICES  
COUNTY OF GLOUCESTER  
CY2014 SSBG HA FUNDS

I. Technical Criteria for Evaluation  
Proposed Service(s)

- a) Does the vendor understand the scope of work?
- b) Is the vendor's proposal complete and responsive to the BID package?

Points: 20 20 Points

II. Management Criteria

1. Project Management

- a) Does the vendor have the administrative capacity to Perform the project?
- b) Is there a management plan?
- c) Will the proposed project provide service to

Points: 15 15 Points

2. History and Experience

- a) Does the vendor have a record of providing quality services?
- b) Does the vendor have prior experience with county funding?

Points: 10 10 Points

3. Staff Experience

- a) Does the vendor's staff have documentation showing experience in providing the proposed services?
- b) Does the vendor's staff have knowledge in providing services to the proposed Target population?

Points: 15 15 Points

III. Service Area and Facilities Location

- a) Does the vendor have facilities located within the intended service area?

Points: 20 20 Points

IV. Project Cost

- a) Is the price of the project adequately explained?
- b) Is the price reasonable when compared to other similar services?

Points: 5 20 Points

TOTAL

100 points 95

**RESOLUTION AUTHORIZING THE COUNTY TO ASSIGN ITS CURRENT  
CONTRACT AND OTHER DOCUMENTS FOR THE SUPPLY AND DELIVERY OF  
ELECTRIC POWER SERVICES FROM HESS CORPORATION TO DIRECT ENERGY  
BUSINESS**

**WHEREAS**, the County of Gloucester (hereinafter the "County") entered into a two (2) year agreement with Hess Corporation for the supply and delivery of electric power services as a participating unit of the South Jersey Power Cooperative, for the June 2013 meter reading period to the May 2015 meter reading period; and

**WHEREAS**, **Direct Energy Business** has recently acquired the power supply business of Hess Corporation; and

**WHEREAS**, **Direct Energy Business** has represented to the County that it will honor the contract agreement for electric generation supply services with South Jersey Power Cooperative and its participating units in accordance with the terms of the contract dated June 1, 2013.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the County hereby consents to the assignment of its current contract for electric generation supply services from Hess Corporation to **Direct Energy Business** in accordance with the terms and conditions of that contract, which will be modified to read and refer to **Direct Energy Business** in lieu of Hess Corporation. All other provisions of the contract will remain in full force and effect.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, July 23, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

CO= BC97322  
 U= AF40111

EQUAL EMPLOYMENT OPPORTUNITY  
 2013 EMPLOYER INFORMATION REPORT  
 INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

SECTION B - COMPANY IDENTIFICATION

1. DIRECT ENERGY GP INC  
 12 GREENWAY PLAZA  
 SUITE 600  
 HOUSTON, TX 77046

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-Y 3-Y DUNS NO.:80-077-08

2.a. DIRECT ENERGY - DEB - PITTSBURGH  
 TWO GATEWAY CENTER  
 9TH FLOOR  
 PITTSBURGH, PA 15222  
 ALLEGHENY COUNTY  
 c. Y

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 221121 Electric Bulk Power  
 Transmission and Control

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS			
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	0	0	6	0	0	0	0	0	2	0	0	0	0	0	0	8
FIRST/MID OFFICIALS & MGRS	2	0	31	2	0	2	0	0	25	0	0	1	0	0	0	63
PROFESSIONALS	2	0	64	1	0	5	0	0	39	1	0	2	0	0	0	114
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	0	2	17	1	0	0	0	0	19	0	0	0	0	0	0	39
ADMINISTRATIVE SUPPORT	0	3	29	5	0	0	0	0	19	10	0	1	0	0	0	67
CRAFT WORKERS	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	2
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	4	5	147	9	0	7	0	0	105	12	0	4	0	0	0	293
PREVIOUS REPORT TOTAL	5	3	130	7	0	4	0	0	92	10	0	3	0	0	0	255

SECTION F - REMARKS

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the certificate information submitted hereon is true and correct as far as the employee is concerned. The approval of this report is hereby granted on 15-AUG-2011 15-AUG-2011

DIRECT ENERGY BUSINESS  
1001 LIBERTY AVE  
PITTSBURGH PA 15222

  
Linda P. Edwards  
Vice President

## Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

**Name** (as shown on your income tax return)  
**Hess Corporation**

**Business name/disregarded entity name, if different from above**  
**Hess Energy Marketing, LLC**

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Other (see instructions) ▶ \_\_\_\_\_

**Exemptions** (see instructions):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_

**Address** (number, street, and apt. or suite no.)  
**One Hess Plaza**  
City, state, and ZIP code  
**Woodbridge, NJ 07095**

**Requester's name and address** (optional)

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Social security number**

			-				-			
--	--	--	---	--	--	--	---	--	--	--

**Employer identification number**

1	3	-	4	9	2	1	0	0	2
---	---	---	---	---	---	---	---	---	---

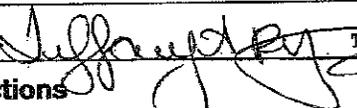
**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**    Signature of U.S. person     **Tiffany A. Ryan**    Date ▶ **9/10/13**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on [irs.gov](http://irs.gov) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

**4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.**

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

**RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY TO APPLY FOR A CHILD PASSENGER SAFETY EDUCATION GRANT THROUGH THE N.J. DIVISION OF HIGHWAY TRAFFIC SAFETY, IN AN AMOUNT NOT TO EXCEED \$12,000.00, FROM OCTOBER 1, 2014 TO SEPTEMBER 30, 2015**

**WHEREAS**, the County of Gloucester (hereinafter the "County") through the County's Sheriff, wishes to apply for and obtain grant funding for the Child Passenger Safety Education Grant (hereinafter the "Grant") through the New Jersey Division of Highway Traffic Safety (hereinafter the "NJDHHS") in an amount not to exceed \$12,000.00 from October 1, 2014 to September 30, 2015. The grant will help facilitate the administration of the Child Passenger Safety Program, the purpose of which is to increase awareness of the beneficial use of child safety seats in vehicles, provide instruction on the safety and installation of child safety seats, encourage local law enforcement to enforce child passenger safety seat laws, make child safety seats available to low income and at-risk families, and to reimburse salaries of the Child Passenger Safety Technicians in the Sheriff's Department; and

**WHEREAS**, the Board of Chosen Freeholders deems applying for and obtaining the Grant to be beneficial to the citizens of the County; and

**WHEREAS**, the County Sheriff's Office has reviewed all data supplied or to be supplied in the Grant application and in its attachments, and certifies to the Board that all data contained in the application, and in its attachment is true and correct; and

**WHEREAS**, the County's Sheriff submitted the Grant application to the County's Human Service Division for review, and said department has approved said application; and

**WHEREAS**, 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 New Jersey Division of Highway Traffic Safety for the administration of such grant projects.

**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, any and all documents in connection with the filing of the grant application with the New Jersey Division of Highway Traffic (NJDHHS) for the FY 2015 Comprehensive Traffic Safety Program (CTSP), requesting grant funds from the Occupant Protection Education and Enforcement Program in an amount not to exceed \$12,000.00 from October 1, 2014 to September 30, 2015; and

**BE IT FURTHER RESOLVED** that the Board hereby confirms that it shall comply with 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 Wednesday, July 23, 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: July 1, 2014

1. TYPE OF GRANT

       NEW GRANT

XX RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER       

2. GRANT TITLE: FY 2015 Child Passenger Safety (CPS) Grant

3. GRANT TERM: FROM October 1, 2014 TO: September 30, 2015

4. COUNTY DEPARTMENT: Office of the Sheriff

5. DEPT. CONTACT PERSON & PHONE NUMBER: Donna Speakman 856-384-4638

6. NAME OF FUNDING AGENCY: NHTSA/FHWA-National Highway Safety Grant Administration/Federal Highway Administration.

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): Apply to NHTSA/FHWA for FY 2015 to continue with the Child Passenger Safety Grant Request \$12,000.00. Provide education to caregivers and children the importance of child safety to prevent fatalities and attempt to prevent serious injuries.

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: \$ 12,000.00

10. INDIRECT COST (IC) RATE: \_\_\_\_\_%

11. IC CHARGED TO GRANT \$ \_\_\_\_\_

12. FRINGE BENEFIT RATE CHARGED TO GRANT: \_\_\_\_\_%

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

14. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	<u>\$200,000</u>	
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 DESCRIPTION BEEN E-MAILED TO THE COUNTY GRANTS COORDINATOR, WHO WILL FORWARD IT TO THE CLERK OF THE BOARD. [lcerny@co.gloucester.nj.us](mailto:lcerny@co.gloucester.nj.us) Yes ✓ No \_\_\_\_\_

DEPARTMENT HEAD: *Carmen Morita/PA*  
 Signature

DATE: 7/2/14

.....  
 Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: \_\_\_\_\_

DATE RECEIVED BY BUDGET OFFICE: \_\_\_\_\_

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. \_\_\_\_\_  
Signature
2. \_\_\_\_\_  
Signature

2015 GLOUCESTER COUNTY BUDGET  
HIGHWAY SAFETY GRANT (NJDHTS)

G-02-14-224-000-10101	SALARIES	Overtime hours 180 x \$50 (ot rate)= \$9,000	\$ to be determined
1-01-25-270-001-10000	OTHER EXPENSES	Booster Back Seat 60 x \$35 ea = \$2,100 CAR SEATS 15 x 60 EA = \$900.00	
		TOTAL \$12,000.00	

Department Sheriff

Form C-2  
Department Code  
Submission Date 7/2/2014  
Revision Date \_\_\_\_\_



**STATE OF  
NEW JERSEY  
SAGE**  
System for Administering Grants Electronically

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**SYSTEM MESSAGE**

**From** [Grant System](#)  
**Sent** 4/30/2014 1:36:20 PM  
**Subject** Application Submitted  
**Message** Application FED-2015-Gloucester County-00042 for Gloucester County has been successfully submitted.

**Move Message To** My Messages (43) ▼ GO LIST DELETE

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# STATE OF NEW JERSEY SAGE

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## NARRATIVE DESCRIPTION OF PROJECT

### Instructions:

- Fields with an \* next to them must be completed.
- After entering all information click the **SAVE** button.
- To proceed to the next page you may click the **NEXT** button.
- To return to the Application menu click the **Application Menu** link above.

### Problem Statement

Describe in detail the specific problem you are attempting to impact or correct. Objectives must be measurable and three years of data to support the problem is required. Indicate why your current program or activity is not adequate and explain past efforts to resolve the problem. Provide supporting data, facts, or statistics which substantiate the need for the project.

Gloucester County has 24 municipalities within its borders. It is a total of 329 square miles with a total of 2,032 total miles of road. Total population of over 300,000. County has 410 miles of county highway roads. In 2013 Gloucester County had 28 fatal accidents, 15 involved the driver and 4 were passengers. The remaining 4 were pedestrian related. The objectives that the Office of the Sheriff is attempting to reach caregivers, whether it be parent, grandparents or caregiver of the child or children being transported in vehicles be safely transported to their destinations. Also to target the schools in getting the message that the Child Safety Seats are a very important that the children wear them and wear them properly to prevent injuries.

Educating the caregivers in the selection of the proper child safety seat and the installation for each situation. Whether it is a convertible seat, front facing, rear facing or booster seat. The right seat must fit the child and the circumstances of the child being transported. It is a proven fact that children restrained into child safety seats properly withstand vehicle crashes better and save lives with limited injuries.

It is a proven fact more that 2,000 unbuckled drivers have died and approximately 700 unbuckled drivers and front seat passengers have been ejected from the vehicles and killed in the past 10 years. This is why it is important to stress the importance of buckling up using child safety seats to protect lives

Our office holds Child Safety Seat Checks at the County Store, along with the scheduling of events throughout the

1998 of 2000

Click the Browse button to add Problem Statement attachments.   DELETE  
546247-childsafetygrant1120.pdf

### Objectives

Describe objectives to be accomplished during the project. Objectives should be specific, clearly written, measurable, targeted to the problem identified, and time framed.

#### Objective

Having our officers instruct and oversee the parents and caregivers on the proper fitting and installations of the child safety seats. By instruction this should educate and inform the public of the importance of the use of the child

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Click the Browse button to add Objectives attachments.

### Tasks

PROGRAM MANAGEMENT \*

### Activities

The Office of the Sheriff will hold Child Safety Seat Checks at our County Store the first and third Saturday of each month. Our office also has activities scheduled at the Countys Annual 4-H Fair, which consists of providing information and hands on instruction in the proper installation of Child Safety Seats. We participate in the Child Safety Seat Checks held at the Target Department Stores. This activity reaches many people and we are able to get our message to a larger spectrum of the county's population. We participate at the Deptford Day Celebration, and activities when we are requested. Our office will replace seats to parents or caregivers that either have a car seat that does not fit the child has been recalled, they do not have one, or can not afford a seat. We would like to go to the elementary schools in the area to educate and instruct the children on the safety of using the child safety seats and seat belts.

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**Objective**

The Gloucester County Office of the Sheriff will teach and enforce Child Passenger Safety laws, regulations, and policies to provide clear guidance to the motoring public concerning motor vehicle occupant protection systems.

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Click the Browse button to add Objectives attachments.

Browse...

**Tasks**

LEGISLATION, REGULATION, AND POLICY

**Activities**

By leading by example, the wearing of seat belts. By hosting events explaining the importance of child safety seats and the proper usage by all. The Office of the Sheriff holds Child Safety Seat Checks twice a month on the first and third Saturday held at the County Store. Enforcement of the law requiring children under the age of 8 years or 80 pounds to be in a child safety seat or booster. Also educating the enforcement of large children under 8 who weigh in excess of 80 pounds that they must wear a seat belt anywhere in the vehicle. If by chance there is not a back seat to the vehicle a child safety or booster seat must be placed in the front seat. No rear facing child safety seat be used in the front seat. In addition any passengers 8 to 18 regardless of weight must wear a seat belt anywhere in the vehicle. (NJS 39:3-76.2f) By having events at the schools to educate the children on the reasons why they need to wear the seat belt or be in a child safety seat or booster.

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**Objective**

Office of the Sheriff of Gloucester County will enforce the seat belt and child safety seats to help prevent injury and death to our children and adults within our county. To educate and inform the general public in the safety of using

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Click the Browse button to add Objectives attachments.

Browse...

**Tasks**

ENFORCEMENT PROGRAM

**Activities**

Public Information and educational displays to inform the public about the use of occupant protection law and related enforcement activities. To arrange Child Safety Seat Check Points at the local schools, preschools and county store. Have activities to show the 5 to 7 year old children that wearing a seat belt or being in a child booster seat can save their lives if they were to be involved in a crash.

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**Objective**

Make the public aware of the dangers of getting into a vehicle without the proper restraint. How a child safety seat, booster, or seat belt can make the difference in whether you die in a crash or just sustain a small injury.

225 of 250

Click the Browse button to add Objectives attachments.

Browse...

**Tasks**

PUBLIC INFORMATION AND EDUCATION PROGRAM

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**Activities**

Increase awareness of the use of the child safety seats and seat belts in the vehicles. Get the information to the pre-schools, and early education programs for the proper use of child safety seats use, and the elementary schools for the booster and seat belt awareness. Show the consequences of non use of the child safety seats and seat belts. Schedule a child safety seat demonstration on the proper installations on different vehicles. As not all child safety seats are installed the same. The child safety seat has a manual and instructions, the vehicle also has instructions on the safest and best location in each vehicle.

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**Objective**

The public at large needs to understand the importance in using child safety seats along with seat belts every time they enter a vehicle. With proper use and use everytime they help prevent major tragic injuries or death.

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Click the Browse button to add Objectives attachments.

**Tasks**

HEALTH/MEDICAL PROGRAM

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**Activities**

Office of the Sheriff would like to join forces with the local hospitals maternity and pre natal units. To instruct and provide needed assistance with the installation of child safety seats. Also to provide child safety seats to those in need. To give instruction on proper placement and position of the child safety seat for newborn and babies. Also on small children who are hospitalize.

391 of 1000

**Objective**

The Gloucester County Office of the Sheriff will vigorously promote the use of child safety seats. The states require every child up to 40 pounds to ride correctly secured in a child safety seat that meets Federal Motor Vehicle Safety

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Click the Browse button to add Objectives attachments.

**Tasks**

CHILD PASSENGER SAFETY PROGRAM

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**Activities**

Educate and inform parents, caregivers, doctors and the general public on the importance of protecting our children by the means of using child safety seats and seat belts. To show the benefits of the use causing less injury and death to the small infants and children. To encourage the use of child safety seats and seat belts at all times while transporting babies, and young children as well as adults. Make our services available to hospitals, schools and daycare facilities to educate and provide instruction on the safety and installation of the proper child safety seat for the age, and size of the child. To encourage local law enforcement to enforce child passenger safety seat laws. Make the child safety seats available to low-income and at risk families with the education and instruction on how to properly use them.

829 of 1000

**Objective**

The Office of the Sheriff will work with the communities in order to promote the use of the Child Safety Seats and seat belts. Work in harmony with the schools and civic organizations.

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Click the Browse button to add Objectives attachments.

**Tasks**

OUTREACH PROGRAM

**Activities**

Office of the Sheriff along with the public's support and the assistance of the NJDHT's programs we are able to provide the highway safety education needed for success in making everyone aware of the dangers of not wearing seat belts and child safety seats. Continued Education in the hospitals, day care centers, preschools, elementary thru high school levels. First we educate the parent or caregiver and then it is enforced as the child grows so they understand the importance of securing in a child passenger seat or seat belt while traveling in a motor vehicle. Provide the materials and resources necessary to conduct Child Passenger Safety Education Programs.

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**Objective**

Sheriff Office of Gloucester County will conduct of Child Safety Seat Checks bi-monthly at the County Store along with other events that will be scheduled throughout the year. Visit the local pre-schools to enforce the proper

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Click the Browse button to add Objectives attachments.

**Tasks**

EVALUATION PROGRAM

**Activities**

Conduct surveys through-out the county on the public's knowledge in regards to Child Passenger Safety Education Programs. Obtain quarterly data from law enforcement agencies regarding the number of citations and accidents involving no Child Safety Seats or Seat Belts. Continue to have the Child Safety check points to assist the parents and caregivers on the proper placement and selection of seats for the children affected.

428 of 1000

**Objective**

To conduct 3- Child Passenger Safety Checkpoint Enforcement Activities, to assure the children are secure in the vehicle at all times, which will reduce the number of injuries and fatalities to children while traveling in the motor vehicle.

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Click the Browse button to add Objectives attachments.

**Tasks**

Coordinate with towns to schedule the details

**Activities**

To conduct three- 3 Child Passenger Safety Checkpoint Enforcement Activities. Make the community aware that this is the law and it is to be followed. In addition provide education to the parents, caregivers, grandparents so they can protect their children in the event of an accident. We've found that 52% of people surveyed, were involved in accidents within five miles from their home and 69% were involved in accidents within ten miles from their home. The community has to become aware that the thinking, "I'm just running to the store, he/she doesn't need to be in a car seat", is not acceptable. And they as the caregiver are responsible to assure they have done all they can do to protect their child. The first step, is assuring their child is properly restrained in a Car Seat/Booster Seat/Seat belt, depending on the guideline for their child.

855 of 1000

**Objective**

Focus on Gloucester County, NJ. In 2012, NJ had issued 29,307 seat belt citations/981 child restraint,G.C. issued 354 seat belt/10 child restraint, approx 1%. Participation/Enforcement is a must to achieve significant, lasting

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Click the Browse button to add Objectives attachments.

Browse...

**Tasks**

- Increase Enforcement of Child restraint Law
- Assistance to low-income households
- Demonstrations of proper child restraint use

**Activities**

Our office will continue educating the general public on the Enforcement of Child Safety Restraints and their importance.  
 The issuing of warnings for non-compliance of the usage Child Safety Seats.  
 Issuing ticket citations for those are in non-compliance of the law.  
 Provide child safety seats for the low income groups and persons of necessity. Grandparents who have now become caregivers for young children.  
 Child Safety Seat Inspection checks held at local events, 4-H Fair, County Health Fair, and Senior Held Events.

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773494

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**METHODOLOGY (METHODS)**

**Methodology (Methods)**

Describe activities and procedures which will be undertaken to achieve each objective. Fully describe what actions are necessary to help resolve the problem stated.

Increase the education regarding child safety seats usage to not only the children but the caregivers of those children 18 and under. However the group of children most at risk are in the 5 to 7 year old category. In today's economy, it is very difficult to, as some would think, "pay for the extras". But, in reality, it is those extras such as Child safety seats that if supplied, and proper instruction on how to use save the lives of our children. Providing child safety seats, enforcement and education of booster seats and seat belts in our schools, presenting the "Staying Safe in the Car" Booster Seat/Seat belt curriculum to a classroom or assembly of appropriate age students. These events that are designed to educate a designated public group such as senior citizens, who now are raising their grandchildren need to be educated. Fitting Stations will educate the children and the caregivers in a family on proper usage. A certified CPS Technician speaks to Parent/Teacher meeting, new parent classes, preschool staff and or parents, school transportation units to discuss child restraints, booster seats or seat belts, based on a prepared curriculum and identified need. Network with community organizations who provide services for the children. Such organizations would include DYFS (division of youth and family services), and Tri-County Action Partnership, Gloucester County Board of Social Services, Robins Nest and The Mother & Child Shelter which would include programs such as "Keeping Children Safe", these are only a few of the programs which we will reach with the education and information on child safety seats and seat belt use.

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Click the Browse button to add Methodology attachments.

Browse...

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773507



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**MILESTONES**

**Instructions:**

- Fields with an \* next to them must be completed. At least one task and activity are required. More are suggested and encouraged.
- After entering all information click the **SAVE** button.
- To proceed to the next page you may click the **NEXT** button.
- To return to the Application menu click the **Application Menu** link above.

Describe sequence of activities. Applications may include a time chart describing program activities.

Task 1

Educating Senior Citizens as Caregivers for Granchildren \*

Activity 1

As the economy weakens we find more Grandparents raising their young grandchildren. The need to educate Senior Citizens as Caregivers has greatly grown. We need to assist grandparents on the proper selection of a child car seat for the need of the child/children. The installation and proper location. Scheduled Senior Citizens Meetings throughout county where instruction and education is provided by CPS Technican. Also to provide Child Safety seats where the need is, being low income or necessity.

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Task 2

Community Education Activities

Activity 2

The Child Safety Seat check points that we currently have set up has produced positive results. Proper use of age appropriate child safety seats, whether it be a car seat, rear or front facing or a booster seat, has enforced the goal of reducing injuries and fatalities to children while traveling in a motor vehicles. In addition to scheduling of Education Activities, community events, day care centers, nursery schools, and school assemblies through local municipalities, we also have educational pamphlets, and we will replace a car seat for child, grandchild, or family in need of one. Increase public awareness about child occupant protection laws and the use of child safety seats and seat belts, especially reaching out to the under-served populations.

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Task 3

Diverse Populations

Activity 3

Work closely with individuals and organizations that represent the various ethnic and cultural populations that are reflected in Gloucester County. Provide educational resources in multiple languages. Utilize leaders from diverse communities as spokespeople to promote seat belt use, child safety seats and booster seats. In areas where there is a language barrier communication is key in communicating the need for proper installation and use of the appropriate child safety seat.

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Task 4

Activity 4

0 of 1000

Task 5

Activity 5

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Task 6

Activity 6

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Task 7

Activity 7

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Task 8

Activity 8

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Task 9

Activity 9

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Task 10

Activity 10

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**EVALUATION**

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**Evaluation**

Describe how the expected results will be measured.  
 Administrative evaluation is required for all projects.  
 Impact evaluation is feasible only in a limited number of projects.

**Administrative (Performance) Evaluation**

Requires measuring the operational efficiency of task activities as they relate to the accomplishment of established goals and objectives. In measuring actual task activities, it compares them to:  
 1. the baseline or pre-task levels of the same activities,  
 2. the targeted levels of activity established for the task and the planned use of funds.

In 2012 Gloucester County had 23 fatal accidents. Fifteen involved were the drivers, four were passengers and the other 4 were pedestrians. Of these accidents the majority were on county and state roads which are traveled more often. Overall the fatalities have decreased within the state from 2011 reports.

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**Impact (Efficiency) Evaluation**

A determination of the extent to which task operations and activities have contributed to the achievement of an objective related to crash involvement.

Providing child safety seats which include child safety seats, seat belts and booster seats in addition to educating not only the caregiver but the child on proper procedures has, according to statistics, had an 80% lower risk of fatal injury than those not properly restrained. In addition, seats not properly installed were at a rate of 80%-90% fatal injury to the occupants. We feel the distribution, and proper instruction and educational materials to the parent or caregiver provide the caregivers the knowledge to provide protection to their child/children while riding in the motor vehicle.

599 of 1000

Click the Browse button to add attachments to Impact (Efficiency) Evaluation

**Subsequent Years**

This is the last section of the proposal, but by no means the least important. We would like to know how you plan to continue your program when the grant funding phases out. This section does not apply to "one time only" grant application request, however, if you contemplate that the project will involve more than one year's financing with federal funds, please include for subsequent fiscal years the total amount estimated to be required broken down by source funding, example State, local, or federal.

Program will continue because it is a necessity to the community. Booster seats, child safety seats, and seat belts provide key tools to achieve further fatality reductions.  
County budget will have to be adjusted to cover such costs involved in this program.  
1st Year-Federal Funding/Local Funding  
Enforcement/Education-(fed)\$10,000.00/\$0.00(local)  
Commodities-(fed)\$2,000 /\$0.00(local)  
Total- 1st year \$12,000(\$12,000 (FED)  
Breakdown- 1st year  
Enforcement/Education Details-\$10,000.00((\$50.00(ot hourly rate) x 200hrs))  
Commodities-\$2,000 (20x\$50 carseats & 20 x \$50 boosterseats)  
Total- 1st year:\$12,000.  
2nd Year-Federal /Local  
Enforcement/Education Details-(fed)\$14,000/\$-0.00(local)  
Total- 2nd year-\$14,000(fed)\$14,000/\$3,400(local)

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## ACCEPTANCE OF CONDITIONS

### Instructions:

- Fields with an \* next to them must be completed.
- After entering all information click the **SAVE** button.
- To proceed to the next page you may click the **NEXT** button.
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Acceptance of Conditions can be found by [clicking here](#).

I agree to the Terms and Conditions outlined in Acceptance of Conditions document found above. \*

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**PROJECT LOCATION**

**Instructions:**

- Please complete this page, then click the **SAVE** button.
- First select a County, and then a Municipality.
- You may select more than one County or Municipality.
- Hold the **Ctrl Key** while clicking to select more than one.
- If your Project is statewide, click on the statewide checkbox and click the **SAVE** button.
- If your Project is countywide, click on the countywide checkbox and click the **SAVE** button.
- To proceed to the next page you may click the **NEXT** button.

Please check this box if the project is statewide

**County to filter by:**

- Atlantic County ^
- Bergen County
- Burlington County
- Camden County
- Cape May County
- Cumberland County
- Essex County
- Gloucester County
- Hudson County
- Hunterdon County
- Mercer County
- Middlesex County
- Monmouth County
- Morris County v \*

Gloucester County

Please check this box if the project is countywide

**Municipalities:**

- Aberdeen Township ^
- Absecon City
- Alexandria Township
- Allamuchy Township
- Allendale Borough
- Allenhurst Borough
- Allentown Borough
- Alloway Township
- Alpha Borough
- Alpine Borough
- Andover Borough
- Andover Township
- Asbury Park City
- Atlantic City

- Clayton Borough ^
- Deptford Township
- East Greenwich Township
- Elk Township
- Franklin Township
- Franklin Township
- Franklin Township
- Franklin Township
- Glassboro Borough
- Greenwich Township
- Greenwich Township
- Greenwich Township
- Harrison Township v
- Logan Township v

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## LOCAL AID & LEGISLATIVE DISTRICTS

### Instructions:

- To proceed to the next page you may click the **NEXT** button or use the Related Pages section at the top/bottom of the page.
- To return to the Application menu click the **Application Menu** link above.
- This form does not need to be saved as it will be populated with information once the Project Location form is saved.

Legislative Districts: 3, 4, 5

Local Aid Districts: District 4, Trenton

Congressional Districts:

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**SALARIES AND WAGES**

**Instructions:**

- After entering all information click the **SAVE** button.
- To proceed to the next page you may click the **NEXT** button or use the Related Pages section at the bottom of the page.
- To return to the Application menu click the **Application Menu** link above.
- Dollar figures must not include cents.
- You must click **SAVE** to display the total amount.

Include each employee classification separately, and identify the employee's function in the relation to the grant. Include hourly rate of pay and hours or percentage of time to be charged to the grant. Show total costs of salaries and wages.

If this page is not applicable, check this box and click **SAVE** or **SAVE/NEXT**.

Position	Name	Hourly Rate/Hours/ % of time (if applicable)	Federal Share	State/Local Share	Total Amount
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
<b>Total:</b>				<b>\$0</b>	<b>\$0</b>

**RELATED PAGES**

- [Salaries and Wages\(1\)](#)
- [Fringe Benefits](#)
- [Travel](#)
- [Enforcement/Education Details](#)
- [Miscellaneous Personal Services](#)

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Go to Related Pages

You are here: > Budget > Personal Services

**FRINGE BENEFITS**

**Instructions:**

- After entering all information click the **SAVE** button.
- To proceed to the next page you may click the **NEXT** button or use the Related Pages section at the bottom of the page
- To return to the Application menu click the **Application Menu** link above.
- You must click **SAVE** to display the total amount.

List and compute dollar value for each fringe benefit seperately. If the fringe is based on a percentage, indicate that percentage. If the fringe is based on a monthly cost, indicate that cost. Show total cost and percentage of fringe benefits.

If this page is not applicable, check this box and click **SAVE** or **SAVE/NEXT**.

Description	Name	Federal Share	State/Local Share	Total Amount
				\$0
				\$0
				\$0
				\$0
				\$0
<b>Total:</b>				<b>\$0 \$0 \$0</b>

**RELATED PAGES**

- [Salaries and Wages](#)
- [Fringe Benefits\(1\)](#)
- [Travel](#)
- [Enforcement/Education Details](#)
- [Miscellaneous Personal Services](#)

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**TRAVEL**

**Instructions:**

- After entering all information click the **SAVE** button.
- To proceed to the next page you may click the **NEXT** button or use the Related Pages section at the bottom of the page.
- To return to the Application menu click the **Application Menu** link above.
- You must click **SAVE** to display the total amount.

Itemize all travel costs related to the project. Show adequate detail and computations, to support cost. Itemize as either "In-State" or "Out-of-State". Identify nature of travel. In-State and Out-of-State travel requires prior DHTS written approval. If name, not known, at this time, indicates "to be determined".

Detailed instructions for the Travel page can be found by [clicking here](#).

If this page is not applicable, check this box and click **SAVE** or **SAVE/NEXT**.

Description (include % Federal and % State)	Name	Federal Share	State/Local Share	Total Amount
				\$0
				\$0
				\$0
				\$0
				\$0
<b>Total:</b>			<b>\$0</b>	<b>\$0</b>

**RELATED PAGES**

- [Salaries and Wages](#)
- [Fringe Benefits](#)
- [Travel\(1\)](#)
- [Enforcement/Education Details](#)
- [Miscellaneous Personal Services](#)

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### ENFORCEMENT/EDUCATION DETAILS

**Instructions:**

- After entering all information click the **SAVE** button.
- To proceed to the next page you may click the **NEXT** button or use the Related Pages section at the bottom of the page.
- To return to the Application menu click the **Application Menu** link above.
- You must click **SAVE** to display the total amount.

This page is for detailing overtime hours only.  
 Overtime is generally reimbursed at \$50/hour. This can be adjusted in rare circumstances and is subject to review and approval.

If this page is not applicable, check this box and click **SAVE** or **SAVE/NEXT**.

Description	Number of Hours	Number of Staff	Hourly Rate	Federal Share	State/Local Share	Total Amount
Officer OT rate: Education Efforts school/fitting station/classroom/nursery school	200	10	\$50.00	\$10,000		\$10,000
						\$0
						\$0
						\$0
						\$0
<b>Total:</b>	<b>200</b>	<b>10</b>		<b>\$10,000</b>		<b>\$0 \$10,000</b>

**RELATED PAGES**

- [Salaries and Wages](#)
- [Fringe Benefits](#)
- [Travel](#)
- [Enforcement/Education Details\(1\)](#)
- [Miscellaneous Personal Services](#)

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**MISCELLANEOUS PERSONAL SERVICES**

**Instructions:**

- After entering all information click the **SAVE** button.
- To proceed to the next page you may click the **NEXT** button or use the Related Pages section at the bottom of the page
- To return to the Application menu click the **Application Menu** link above.
- You must click **SAVE** to display the total amount.

Miscellaneous Personal Services include such items as telephone, postage, memberships, subscriptions etc.

If this page is not applicable, check this box and click **SAVE** or **SAVE/NEXT**.

Description	Federal Share	State/Local Share	Total Amount
			\$0
			\$0
			\$0
			\$0
			\$0
<b>Total:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**RELATED PAGES**

- [Salaries and Wages](#)
- [Fringe Benefits](#)
- [Travel](#)
- [Enforcement/Education Details](#)
- [Miscellaneous Personal Services\(1\)](#)

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**CONTRACTUAL SERVICES**

**Instructions:**

- After entering all information click the **SAVE** button.
- To proceed to the next page you may click the **NEXT** button or use the Related Pages section at the bottom of the page.
- To return to the Application menu click the **Application Menu** link above.
- You must click **SAVE** to display the total amount.

Contractual services are services of individual consultants or consulting firms engaged in performing special services pertinent to highway safety, or systems development for highway safety. The DHTS must approve any contract for services before the contract is finalized. Estimates shall describe the scope of services to be performed and basis for calculating the fee to be charged in such terms as: Number of man-days of work at \$ per day, plus travel, overhead, and profit charges, etc.

If this page is not applicable, check this box and click **SAVE** or **SAVE/NEXT**.

Description	Federal Share	State/Local Share	Total Amount
			\$0
			\$0
			\$0
			\$0
			\$0
<b>Total:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**RELATED PAGES**

- [Contractual Services\(1\)](#)
- [Commodities](#)
- [Other Direct Costs](#)
- [Indirect Costs](#)
- [Budget Summary](#)

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**OTHER DIRECT COSTS**

**Instructions:**

- After entering all information click the **SAVE** button.
- To proceed to the next page you may click the **NEXT** button or use the Related Pages section at the bottom of the page
- To return to the Application menu click the **Application Menu** link above.
- You must click **SAVE** to display the total amount.

Cost of the equipment or other non-expendable property provided for the highway safety activities.

Equipment -

Means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1000) or more per unit.

- A. Equipment shall be used by grantee for the exclusive purpose for which it was acquired.
- B. Equipment purchasing procedures should be initiated within 90 days of project approval.
- C. Adequate maintenance procedures must be developed to keep the property in good condition.
- D. Property records must be maintained that include a description, a serial number, cost location, and condition of the property.
- E. No equipment will be conveyed, sold, salvaged, or transferred without the written approval of the Director or Deputy Director of the DHTS.

If this page is not applicable, check this box and click **SAVE** or **SAVE/NEXT**.

Description	Federal Share	State/Local Share	Total Amount
			\$0
			\$0
			\$0
			\$0
			\$0
Total:	\$0	\$0	\$0

**RELATED PAGES**

- [Contractual Services](#)
- [Commodities](#)
- [Other Direct Costs\(1\)](#)
- [Indirect Costs](#)
- [Budget Summary](#)

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**INDIRECT COSTS**

**Instructions:**

- After entering all information click the **SAVE** button.
- To proceed to the next page you may click the **NEXT** button or use the Related Pages section at the bottom of the page
- To return to the Application menu click the **Application Menu** link above.
- You must click **SAVE** to display the total amount.

Please contact DHTS for the latest policy regarding indirect costs.

If this page is not applicable, check this box and click **SAVE** or **SAVE/NEXT**.

Description	Federal Share	State/Local Share	Total Amount
			\$0

**RELATED PAGES**

- Contractual Services
- Commodities
- Other Direct Costs
- Indirect Costs(1)
- Budget Summary

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**BUDGET SUMMARY**

**Instructions:**

- To proceed to the next page you may click the **NEXT** button or use the Related Pages section at the bottom of the page
- To return to the Application menu click the **Application Menu** link above.
- You must click **SAVE** to display the total amount.

Budget Line Item	Federal Share	State/Local Share	Total Amount	
			Requested	
Salaries and Wages	\$0	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0
Enforcement/Education Details	\$10,000	\$0	\$10,000	\$0
Miscellaneous Personal Services	\$0	\$0	\$0	\$0
Contractual Services	\$0	\$0	\$0	\$0
Commodities	\$2,000	\$0	\$2,000	\$0
Other Direct Costs	\$0	\$0	\$0	\$0
Indirect Costs				\$0
<b>Total:</b>	<b>\$12,000</b>	<b>\$0</b>	<b>\$12,000</b>	<b>\$0</b>

**RELATED PAGES**

- Contractual Services
- Commodities
- Other Direct Costs
- Indirect Costs
- Budget Summary(1)

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<p><b><u>CERTIFICATION REGARDING DEBARMENT AND SUSPENSION</u></b></p>	
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<p>Certification regarding Debarment and Suspension can be found by <a href="#">clicking here</a>.</p>	
<p><input checked="" type="checkbox"/> I agree to the Terms and Conditions outlined in the Certification regarding Debarment and Suspension document found above.*</p>	
<p> <a href="#">SAVE</a>   <a href="#">SAVE/NEXT</a>   <a href="#">DELETE</a>   <a href="#">VIEW PDF</a>   <a href="#">ADD NOTE</a>   <a href="#">FIRST</a>   <a href="#">PREVIOUS</a>   <a href="#">NEXT</a>   <a href="#">LAST</a> </p>	
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<p> <a href="#">Main Menu</a>   <a href="#">Actions</a>   <a href="#">Application Menu</a>   <a href="#">Related Pages</a> </p>	
<p> <a href="#">SAVE</a>   <a href="#">SAVE/NEXT</a>   <a href="#">DELETE</a>   <a href="#">VIEW PDF</a>   <a href="#">ADD NOTE</a>   <a href="#">FIRST</a>   <a href="#">PREVIOUS</a>   <a href="#">NEXT</a>   <a href="#">LAST</a> </p>	
<p> <b>Created By:</b> Speakman, Donna on 4/30/2014 1:32:57 PM  <b>Last Modified By:</b> Speakman, Donna on 4/30/2014 1:33:36 PM         </p>	
<p style="text-align: center;"><b>FEDERAL FINANCIAL ACCOUNTABILITY AND TRANSPARENCY ACT INFORMATION FORM</b></p>	
<p><b>Instructions:</b></p> <ul style="list-style-type: none"> <li>• Fields with an * next to them must be completed and you must click the <b>SAVE</b> button.</li> <li>• To proceed to the next page you may click the <b>NEXT</b> button.</li> <li>• To return to the Application menu click the <b>Application Menu</b> link above.</li> </ul>	
<p>Is your grant application for \$25,000 or more? * <input type="radio"/> Yes <input checked="" type="radio"/> No</p>	
<p>If yes, download and print the Federal Financial Accountability and Transparency Act Information Form by <a href="#">clicking here</a>.</p>	
<p>Fill in Lines 1-8 of the form.          Fill in Line 9 if applicable (in most cases it is not).          Sign on Line 10.</p>	
<p>When finished, scan and attach your completed form here: <input type="text"/> <a href="#">Browse...</a></p>	
<p><b>NOTE:</b> The FFATA Form is mandatory for all grants of \$25,000 or greater.</p>	
<p> <a href="#">SAVE</a>   <a href="#">SAVE/NEXT</a>   <a href="#">DELETE</a>   <a href="#">VIEW PDF</a>   <a href="#">ADD NOTE</a>   <a href="#">FIRST</a>   <a href="#">PREVIOUS</a>   <a href="#">NEXT</a>   <a href="#">LAST</a> </p>	
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