

AGENDA

7:30 p.m. Wednesday, August 6, 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 23, 2014.

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

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER CHILA**

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

- National Park Service Battlefield Protection Grant - \$46,200.00 - This grant will support phase one archaeological study at Fort Mercer. The grant will help support the use of ground penetrating radar to determine the original footprint of the fort and attempt to identify the burial site of Hessian soldiers. Archaeologists will work with the Whitall House staff to perform public outreach and offer tours of the dig site.
- Regional GIS Implementation And Coordination Program - \$30,000.00 - These funds will be used to continue in Gloucester County's participation in the development of a Regional GIS Implementation and Coordination Program. Work will include the development of transportation network geography, database elements and data sharing. This grant will reimburse for staff time, fringes, staff training and software upgrades.
- Supportive Regional Highway Planning Program - \$39,100.00 - The purpose of this grant is to improve the efficiency of the region's transportation network by participating in sub-regional transportation core planning efforts. This grant has been received by the County for over 25 years. This grant will cover a portion of salaries for three employees. Their work will involve the DVRPC 2040 long range plan as well as the Transportation Improvement Program projects throughout the County. Also included in the grants activities will be data management functions such as traffic counts and county road easements.
- Transit Support Program - \$38,680.00 - This grant contributes to the County's ability to improve the efficiency of the region's public transportation network by carrying out a comprehensive local transit planning program. The program allows staff to provide comments and recommendations for improvements to the transit network and gives the County a voice when determining future transit improvements or changes. The County has received this grant for 29 years.

A-2 RESOLUTION AUTHORIZING A TWO-YEAR EXTENSION TO AUGUST 21, 2016 TO CONTRACT WITH W. B. MASON, INC. FOR THE SUPPLY AND DELIVERY OF COPY PAPER AND COMPUTER PAPER FOR AN AMOUNT NOT TO EXCEED \$40,000.00 PER YEAR.

A contract for the supply and delivery of copy paper and computer paper was authorized between the County and W.B. Mason, Inc. on August 22, 2012, with contract terms that included the County's right to exercise its option extend the contract for one (1) two-year period or two (2) one-year periods as per PD #12-019. This resolution will authorize a two-year extension to the contract from August 22, 2014 to August 21, 2016 in an amount not to exceed \$40,000.00 per year.

A-3 RESOLUTION APPROVING REVISIONS TO THE HUMAN RESOURCES MANUAL AND TO AMEND THE ADMINISTRATIVE CODE SECTION PER-6.

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

- Section 5.10, Employee Assistance Program: Revised with new provider name and phone number
- Section 6.6, Bereavement: Revised language regarding non-union employees
- Section 7.6, Drugs and Alcohol: Clarified third paragraph (redundancies with 5th paragraph) and protocol for after-hours reasonable suspicion detailed on page 2.

A-4 RESOLUTION URGING THE USEPA AND NJDEP TO FULLY REMEDIATE THE SHIELDALLOY METALLURGICAL CORPORATION SITE IN A MANNER THAT WILL INSURE SAFETY AND WELL BEING OF COUNTY RESIDENTS AND PROTECTION OF THE ENVIRONMENT

ShieldAlloy Metallurgical Corporation (SMC) has been doing business in Newfield, NJ for many years. As a result of doing business in Newfield, New Jersey, the residue from their operation is radioactive and has been considered a health and safety hazard to the community and ground water in the area. The Gloucester County Board of Chosen Freeholders received and reviewed the Superfund Proposed Plan for Operable Unit Two (OU2) at the Shieldalloy Metallurgical Corporation Superfund Site located in the Borough of Newfield, County of Gloucester, NJ and finds that capping facility soils and excavated contaminated sediments from Hudson Branch is unacceptable and urges the USEPA and NJDEP to remediate this site in a manner that will insure safety and the well being of County residents and protect the environment.

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

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

B-1 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT WITH PICTOMETRY INTERNATIONAL TO INCREASE THE CONTRACT AMOUNT BY \$1,362.82.

On February 20, 2013, the County awarded a contract to Pictometry International for digital aerial imagery and for the purchase of ChangFindr Software to be used by the Department of Emergency Response and Taxation Department, under GSA Contract # GS-35F-801N, in an amount not to exceed \$200,000.00, from February 21, 2013 to February 20, 2015. An increase is necessary due to unanticipated expenses incurred by the ChangeFindr Module used by the Taxation Department to note changes between 2010 and 2013 images for tax purposes.

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

C-1 RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY RELATED TO THE PRE-APPLICATION FOR THE USDA HOUSING PRESERVATION GRANT PROGRAM IN THE AMOUNT OF \$50,000.00.

The Department of Public Works, Planning Division is requesting the Gloucester County Board of Chosen Freeholders to authorize a resolution to execute any and all documents related to the pre-application for the FY 2014 Housing Preservation Grant for the amount of \$50,000.00. The US Department of Agriculture through the Rural Housing Service has announced in the Federal Register that it is soliciting competitive applications to be administered by the NJ State Rural Development Office. The funding will be utilized for owner occupied rehabilitation activities that benefit individuals/households with incomes below 50% of the area median income. The Department is requesting \$50,000.00 of this grant. This grant will go towards project implementation which will include rehabilitation activities consistent with HUD's Housing Quality Standards.

C-2 RESOLUTION TO PURCHASE ONE (1) 2014 FARMALL 85C SERIES TRACTOR WITH BOOM MOWER ATTACHMENT FROM FARM-RITE, INC. FOR THE TOTAL AMOUNT OF \$62,517.00.

This Resolution authorizes the purchase of one (1) 2014 Farmall 85C Series Tractor with Boom Mower Attachment from Farm-Rite, Inc., 122 Old Cohansey Road, Bridgeton, NJ 08302 for the total purchase amount of \$62,517.00. The tractor will be utilized by the Public Works Department to conduct County business, as per PD# 014-029.

C-3 RESOLUTION TO PURCHASE ONE (1) 2014 JCB MODEL 3CX-14 BACKHOE LOADER FROM FARM-RITE, INC. FOR THE TOTAL AMOUNT OF \$62,450.00.

This Resolution authorizes the purchase of one (1) 2014 JCB Model 3CX-14 Backhoe Loader from Farm-Rite, Inc., 122 Old Cohansey Road, Bridgeton, NJ 08302 for the total purchase amount of \$62,450.00. The backhoe will be utilized by the Public Works Department to conduct County business, as per PD# 014-028.

C-4 RESOLUTION AUTHORIZING AGREEMENT MODIFICATION #01 TO FEDERAL AID AGREEMENT 13-DT-BLA-670 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION INCREASING FUNDING IN THE AMOUNT OF \$52,957.00.

This Resolution will authorize the County to enter into NJDOT Agreement Modification Increase #01 in

the amount of \$52,957.00 for Federal Agreement 13-DT-BLA-670 for Federal Funding resulting in a new total contract amount of \$1,111,874.00 for the roadway improvement project known as the "Resurfacing & Safety Improvements to Harrison Street, CR678 in the Townships of Mantua and East Greenwich. Federal Project #STP-0164 (102), Engineering Project 13-02FA. The agreement modification is for the inclusion of Construction Management funding. Additional agreement modifications will be required upon State regulations during the construction contract as well as final project close-out. This project is 100% Federally funded.

C-5 RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT NO. 15-61-030 WITH THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR A GRANT IN THE AMOUNT OF \$59,625.00 FOR THE FISCAL YEAR 2015 SUPPORTIVE REGIONAL HIGHWAY PLANNING PROGRAM.

The Supportive Regional Highway Planning Program (SRHPP) grant has been received by the County for over 25 years and contributes to the Planning Division's highway and transportation planning services. This grant will be for a total amount of \$59,625.00, which includes \$39,100.00 cash grant funds and County in-kind services of \$20,525.00. The SRHPP contributes to the County's transportation highway planning activities including: (1) preparation of the New Jersey Department of Transportation's multi-million dollar Transportation Improvement Program (TIP), and the formulation of the DVRPC managed Federal Surface Transportation funding program, through which Gloucester County receives funding for various critical infrastructure improvements; (2) participation in various planning activities; including development of the Long Range Plan; participation on selection review committees for various grant programs administered by DVRPC (3) formulation of the County's Inventory of Transportation Problems; and (4) data management activities such as traffic counts and County road easements and review of impacts new development may have on County transportation network.

C-6 RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT NO. 15-53-312 WITH THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR A GRANT IN THE AMOUNT OF \$30,000.00 FOR THE FISCAL YEAR 2015 REGIONAL GIS PROGRAM.

This Agreement funds Gloucester County's continued participation in the development of Delaware Valley Regional Planning Commission's Regional GIS Implementation and Coordination Program. The program is arranged to support the use of transportation data files provided by the State of New Jersey and participating federal agencies. The grant supports the development, maintenance, and sharing of transportation-related data and this project also allows the County to provide the state with additional files that are best fashioned at county and local levels, providing the state with accurate characteristics of roadways, rail systems, as well as assets like guiderail or signs in Gloucester County. Staff will be responsible for participating in the development of transportation network geography, compiling database elements and data sharing, this includes completing mapping requests from county departments as well. This grant enables the County to have a complete file of highway, rail and local road systems. The funds will be used primarily to reimburse staff salary, but will also accommodate the purchase of a new computer for ARC GIS usage. The current computer being used by staff is inefficient and needs to be upgraded. This grant will enable that purchase without direct cost to the County.

C-7 RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT NO. 15-63-022 WITH THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR A GRANT IN THE AMOUNT OF \$48,350.00 FOR FISCAL YEAR 2015 TRANSIT SUPPORT PROGRAM.

This grant will be for a total amount of \$48,350.00, which includes \$38,680.00 cash grant funds and County in-kind services of \$9,670.00. The Transit Support Program, contributes to the County's ability to improve the efficiency of the regions public transportation network by carrying out a comprehensive local transit planning program. This program supports staff to provide comments and recommendations for improvements to the transit network and also gives the County a voice when determining future transit improvements or changes. This grant allows staff to serve on vital steering committees including the Local Citizens Transportation Advisory Board and also on committees dealing with projects managed by agencies including New Jersey Transit, NJ Department of Transportation, the Delaware Valley Regional Planning Commission and the Delaware River Port Authority.

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER TALIAFERRO**

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

E-1 RESOLUTION APPROVING A GRANT AGREEMENT WITH THE STATE DEPARTMENT OF HEALTH TO RECEIVE FEES IN VARIOUS AMOUNTS FOR THE INSPECTION OF TANNING FACILITIES PURSUANT TO THE PUBLIC HEALTH SANITATION AND SAFETY PROGRAM, TANNING FACILITIES REGISTRATION AND INSPECTION PROJECT FROM JULY 1, 2014, TO JUNE 30, 2015.

This Resolution authorizes the County to enter into a grant agreement with the New Jersey Department of Health to receive fees for the inspection of tanning facilities in Gloucester County pursuant to the Public Health Sanitation and Safety Program, Tanning Facilities Registration and Inspection Project. Such inspections, which are required by State law, are funded by the State through a Grant agreement. By this agreement, the County will receive fees in an amount not to exceed \$200.00 for inspection of each registered tanning facility with up to 10 sunlamp products, plus \$10.00 for each additional sunlamp product at the facility from July 1, 2014, to June 30, 2015.

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

F-1 RESOLUTION AUTHORIZING ACCEPTANCE OF A BATTLEFIELD PROTECTION GRANT IN THE AMOUNT OF \$46,200.00 FROM THE NATIONAL PARK SERVICE AND ALLOWING THE EXECUTION OF ALL RELATED DOCUMENTS.

This Resolution authorizes the County's acceptance, through its Department of Parks & Recreation, of a grant from the National Park Service in the amount of \$46,200.00. The grant will be funded by the Battlefield Protection Program to support a Phase I archaeological study of Fort Mercer at Red Bank Battlefield Park. The study will include the use of ground penetrating radar to determine the original footprint of the fort and possible identification of the burial site of Hessian soldiers. The Gloucester County Board of Chosen Freeholders will be subject to the grant conditions and other policies, regulations, and rules issued by the National Park Service for the administration of the grant project including an in-kind match of \$10,000.00 for the grant period August 1, 2014 to August 1, 2016. Finally, note that the amount of the grant award and the time frame for its use has changed since the original Freeholder application approval of December 27, 2013. The anticipated award was \$45,000; the actual award will be \$46,200.00. The revised period for grant use is August 1, 2014 to August 1, 2016. The County's in-kind match remains at \$10,000.00 for a total to be expended of \$56,200.00.

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

G-1 RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY TO APPLY FOR RENEWAL OF THE STATE BODY ARMOR REPLACEMENT PROGRAM GRANT FOR THE YEAR 2014.

This Resolution authorizes the execution of any documents necessary for the renewal of the State Body Armor Replacement Grant for the year 2014. The grant allows the County to purchase body armor (vests) for the employees of the Gloucester County Sheriff's Office. The Body Armor Replacement Program is a five-year program, ending in 2016, that awards body armor replacement grants annually to effectuate a five-year vest replacement cycle. The number of vests to be purchased will be determined by amount of grant award as determined by the State.

G-2 RESOLUTION AUTHORIZING A THREE-YEAR LEASE CONTRACT FOR THREE VEHICLES FOR USE BY THE GLOUCESTER COUNTY PROSECUTOR'S OFFICE FOR A TOTAL CONTRACT AMOUNT OF \$69,195.00 WITH THE OPTION TO PURCHASE THE VEHICLES FOR \$1.00 EACH AT LEASE END.

The Gloucester County Prosecutor's Office is in need of vehicles for purposes of undercover work and confidential investigations. Several vehicles have exceeded their useful life or cannot be utilized in undercover operations due to compromised identity. This resolution will authorize the lease purchase of three vehicles to be utilized for said purposes, for the total amount of \$69,195.00 from forfeiture funds, with the option to purchase the vehicles at the end of the lease period for \$1.00 each. CAF #14-06460 has been obtained to certify funds for four months of the 36-month lease, however, is not attached to the resolution in order to avoid compromise of vehicle identities. Pursuant to N.J.S.A. 40A:11-5(1)(g), this acquisition of special equipment for confidential investigation is exempt from public bidding and a Bid Waiver has been obtained from the Attorney General's Office accordingly.

Old Business

New Business

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

Adjournment

MINUTES

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

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

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

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

Changes to the Agenda

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

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

Comments: N/A

48551 Proclamation Honoring the Washington Township High School Minutemen Golf Team For Its Outstanding Performance during the 2014 Season (Christy) (to be presented)

48552 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)

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

48553 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	X		
Christy			X		
DiMarco			X		
Simmons					
Taliaferro			X		
Damminger			X		

Comments: N/A

48554 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF JULY 2014.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes		X	X		14-05839
Christy			X		
DiMarco			X		
Simmons					
Taliaferro			X		
Damminger			X		

Comments: N/A

48555 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.

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

Comments: N/A

48556 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.

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

Comments: N/A

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

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

48557 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.

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

Comments: N/A

48558 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.

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

Comments: N/A

48559 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.

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

Comments: N/A

48560 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.

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

Comments: N/A

48561 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.

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

Comments: N/A

48562 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.

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

Comments: N/A

48563 RESOLUTION AUTHORIZING THE EXECUTION OF A TRAFFIC SIGNAL AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER, NEW JERSEY DEPARTMENT OF TRANSPORTATION AND THE TOWNSHIP OF ELK.

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

Comments: N/A

48564 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.

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

Comments: N/A

48565 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #03-FINAL DECREASE WITH NUPUMP CORPORATION IN THE AMOUNT OF \$2,096.83.

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

Comments: N/A

48566 RESOLUTION AUTHORIZING CHANGE ORDER DECREASE #01-FINAL WITH R.E. PIERSON CONSTRUCTION COMPANY, INC. IN THE AMOUNT OF \$10,303.08.

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

Comments: N/A

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER TALIAFERRO**

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

48567 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.

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

Comments: N/A

48568 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.

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

Comments: N/A

48569 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).

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

Comments: N/A

48570 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.

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

Comments: N/A

48571 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.

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

Comments: N/A

48572 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.

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

Comments: N/A

48573 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.

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

Comments: N/A

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

48574 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.

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

Comments: N/A

48575 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.

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

Comments: N/A

CLOSE

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

Comments: N/A

Adjournment 7:58 PM

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

Comments: N/A

A-1

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

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

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

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

- (1) The sum of **\$46,200.00**, which item is now available as a revenue from the Department of the Interior, National Park Service Battlefield Protection Grant, to be appropriated under the caption of the Department of the Interior, National Park Service Battlefield Protection Grant - *Other Expenses*;
- (2) The sum of **\$30,000.00**, which item is now available as a revenue from the Delaware Valley Regional Planning Commission Regional GIS Implementation and Coordination Program, to be appropriated under the caption of the Delaware Valley Regional Planning Commission Regional GIS Implementation and Coordination Program - *Other Expenses*;
- (3) The sum of **\$39,100.00**, which item is now available as a revenue from the Delaware Valley Regional Planning Commission Supportive Regional Highway Planning Program, to be appropriated under the caption of the Delaware Valley Regional Planning Commission Supportive Regional Highway Planning Program - *Other Expenses*;
- (4) The sum of **\$38,680.00**, which item is now available as a revenue from the Delaware Valley Regional Planning Commission Transit Support Program, to be appropriated under the caption of the Delaware Valley Regional Planning Commission Transit Support Program - *Other Expenses*.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, August 6, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A-2

**RESOLUTION AUTHORIZING A TWO-YEAR EXTENSION TO AUGUST 21, 2016
TO CONTRACT WITH W. B. MASON, INC. FOR THE SUPPLY AND
DELIVERY OF COPY PAPER AND COMPUTER PAPER FOR AN AMOUNT
NOT TO EXCEED \$40,000.00 PER YEAR**

WHEREAS, a contract for the supply and delivery of copy paper and computer paper, as per PD #12-019, was previously awarded on August 22, 2012 to **W. B. Mason, Inc.**, with offices at 1435 Melrose Highway, Pennsauken, NJ 08110; and

WHEREAS, Peter Mercanti, Purchasing Agent for the County, has recommended a two (2) year extension in accordance with the terms of the existing contract; and

WHEREAS, the extension is necessitated by the need for copy paper and computer paper for the County of Gloucester; and

WHEREAS, said paper supplies will be purchased on an as-needed basis for an amount not to exceed \$40,000.00 per year, and 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.

WHEREAS, all terms and provisions of the previously executed Contract, with the exception of the extension of the term, will continue in full force and effect.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County hereby exercises its right to extend the contract with W. B. Mason, Inc. for the supply and delivery of copy paper and computer paper as per PD #12-019, in an amount not to exceed \$40,000.00 per year, from August 22, 2014 to August 21, 2016.

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held August 6, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A-3

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

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

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

WHEREAS, the following modifications are being requested:

- Section 5.10, Employee Assistance Program: Revised with new provider name and phone number;
- Section 6.6, Bereavement: Revised language regarding non-union employees;
- Section 7.6, Drugs and Alcohol: Clarified third paragraph (redundancies with 5th paragraph) and protocol for after-hours reasonable suspicion detailed on page 2.

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

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

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

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 6, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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CHAPTER:	5 – EMPLOYEE BENEFITS	ADOPTED: 3/7/06
SECTION:	10 – EMPLOYEE ASSISTANCE PROGRAM	REVISED: 8/6/14

The County offers a program called the Employee Assistance Program (EAP). If an employee is experiencing difficulties that interfere with functioning at work and/or at home, EAP is available to assist the employee. EAP helps employees identify problem areas, offers counsel and training. If necessary, referrals are made to appropriate treatment resources. EAP, established through a joint management-labor committee, maintains a coordinated and flexible system of service to help employees and their families.

All contacts with the EAP, whether initiated by the County through referrals or by the employee through direct contact, are handled with the strictest confidentiality.

The program includes, but is not limited to, counsel and training for:

- (1) Emotional Difficulties
- (2) Drug and Alcohol Abuse
- (3) Compulsive Gambling
- (4) Financial Concerns
- (5) Legal Concerns
- (6) Family Issues

Quantum Health Solutions provides the Gloucester County program. Anyone seeking additional information regarding this program, should contact Human Resources at (856) 853-3264 or the Employee Assistance Program directly and toll free at (866) 614-7989 or by calling the local number directly during business hours at 856-881-1666.

An employee's participation in EAP is not a substitute for actual improvement in job performance. Where applicable, the employee remains responsible for making any required improvements in job performance whether or not he/she agrees to participate in EAP.

The County may refer an employee to the EAP. Depending on the nature of the situation, the EAP may refer the employee to a substance abuse professional (SAP). Any costs associated with the SAP are the responsibility of the employee. However, in most cases, this cost is covered by the employee's medical plan.

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CHAPTER:	6 – LEAVE TIME	ADOPTED: 3/7/06
SECTION:	6 – BEREAVEMENT	REVISED: 8/6/14

The County provides bereavement leave to employees. The terms of bereavement leave can be found in the appropriate negotiated contract including the total amount of time per year or per occurrence and inclusive family members. Non-Union employees shall suffer no loss of regular straight-time pay for absence due to death in the immediate family, up to a maximum of four (4) days annually. For non-union employees, immediate family shall include the following relatives of the employee or the employee's spouse or civil union partner: father, mother, step-father, step-mother, grandmother, grandfather, grandchild, spouse or civil union partner, child, step-child, foster child, sister, brother, step-sister, step-brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, niece, nephew, first cousin, aunt and uncle as well as any relative or domestic partner of the employee residing in the employee's household. Furthermore, for non-union employees, sick leave may be utilized for bereavement in excess of the bereavement leave provided for in this section.

Bereavement leave shall not be charged to sick or vacation leave. Such leave is not cumulative and shall be prorated for part-time employees.

Employees who request an extension of bereavement leave beyond the established number of days shall have such extensions charged to accumulated, unused vacation/sick leave. If an employee has exhausted all vacation/sick leave, extended bereavement leave will be considered as a request for leave of absence without pay.

Reasonable documentation of a death in the employee's immediate family should be produced by the employee if requested by the Employer. Although failure to produce documentation shall not be considered a disciplinary offense *per se*, it is understood that such failure may result in denial of bereavement leave.

Employee:

Communicates requests for bereavement leave to the Department Head as soon as possible.

May be required to submit proof of death.

Department Head/designee:

Notifies the Human Resources Department that an employee is utilizing bereavement leave.

Human Resources Director/designee:

Receives notices of employees' use of bereavement leave.

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CHAPTER:	7 – CONDUCT AND PERFORMANCE	ADOPTED: 3/7/06
SECTION:	6 – DRUGS AND ALCOHOL	REVISED: 8/6/14

The County is strongly committed to a workplace free of alcohol and drugs for the safety of its employees and the citizens entrusted to their care. It is the policy of the County to institute the components of the Drug-Free Workplace Act of 1988. As required by federal regulations, this policy is provided to offer guidance to Department Heads/designees and employees in dealing with drug and alcohol abuse. This policy is intended to enhance productivity and safety, and to foster excellence by maintaining a safe and healthy environment for employees.

The use, sale, dispensing, distribution, possession or manufacture of illegal drugs and narcotics or alcoholic beverages on the premises is prohibited. Any employee partaking in any of these prohibited activities will be subject to discipline up to and including discharge.

This prohibition also covers all legal or prescription drugs which impair an employee's ability to perform his/her job safely or properly. Employees using prescription drugs that may affect job performance or safety must notify, along with acceptable medical documentation, Human Resources and/or their supervisor or Department Head who is required to maintain the confidentiality of any information regarding an employee's medical condition. A determination will then be made as to whether the employee should be able to perform his/her job safely and properly by Human Resources.

Any employee under the influence of prohibited drugs or alcohol which impairs judgment, performance, or behavior while on the premises or while on County business or during working hours will be subject to discipline, including termination.

The County strongly urges employees to use the Employee Assistance Program (EAP) for help with alcohol or drug problems. EAP offers counsel, and if necessary, makes referrals to appropriate treatment resources (please refer to HR 5.10 for more details about the EAP). It is each employee's responsibility to seek assistance from EAP before the problem affects judgment, performance or behavior.

To further this commitment to providing a safe, drug-free and alcohol-free environment, the County has adopted the following policies:

- an employee and supervisor education and training program;
- a drug and alcohol testing program for employees and applicants for employment in, but not limited to, safety-sensitive positions;

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- a program for evaluating employees who violate the drug and alcohol abuse policy;
- and administrative procedures for record keeping,

All employees who have a commercial driver's license (CDL) and/or perform safety-sensitive functions will be included in the drug and alcohol testing program. This includes, but is not limited to, the following departments: Public Works (Highway Division), Division of Fleet Management, Parks and Recreation, Division of Transportation Services, Corrections, and Office of Emergency Management. However, any employee may be tested due to reasonable suspicion.

This list is subject to amendment at any time.

Law Enforcement employees that work in the Sheriff's Office and the Prosecutor's Office are subject to the New Jersey Attorney General's Law Enforcement Drug Testing Policy.

If impairment is suspected for an employee whose job responsibilities are not safety-sensitive or law enforcement and job performance is affected, the first step the Department Head or designee should take is to have the employee removed from the job. If this occurs during regular weekday hours, the Department Head/designee should contact Human Resources for further guidance.

If this occurs (impairment and job performance is affected) on an evening, night or weekend shift, the Department Head/designee should contact the designated Third Party Administrator and follow call out procedures with appropriate phone numbers, unless health and safety is a concern, the Department Head/designee should call 911.

Also, the Department Head/designee may also wish to consult with the Employee Assistance Program which is available to assist management in handling such situations, 24 hours a day, seven days a week (refer to HR 5.10 for the name and phone number of the County's EAP provider).

The Department Head/designee should document the occurrence including notes on employee's behavior, appearance, and speech as well as any other factors that lead to the suspicion of impairment. The Department Head should contact Human Resources the next weekday day shift immediately following the occurrence for further direction.

Reasonable suspicion is established if a trained supervisor or County official reasonably concludes such; based on specific, contemporaneous, articulable observations concerning the employee's appearance, behavior, speech, or body odors. The reasonable suspicion observations of the supervisor or County official must be documented on HR 7.6 Exhibit V titled Reasonable Suspicion Checklist.

Employees may undergo reasonable suspicion testing for alcohol only while the employee is performing safety-sensitive functions; just before the employee is to perform safety-sensitive functions; or just after the employee has ceased performing such functions.

If an alcohol test required is not administered within two hours following the determination written documentation will be prepared and maintained on file. This record will detail the reasons the alcohol test was not promptly administered. If an alcohol test is not administered within eight hours following the determination, there will be no more attempts to administer an alcohol test. Written documentation detailing the reasons for not administering the test is required. FMCSA regulations state that if no alcohol test is administered, 24 hours must elapse from the time of original determination before performance of safety sensitive functions.

Employee Categories Subject to Testing:

Participation in this drug and alcohol testing program is a condition of employment for each safety-sensitive employee or volunteer. Applicants for safety-sensitive positions are also subject to this drug and alcohol policy. Pursuant to the County policy, any employee who reports for work, performs work, or is on County property with any detectable level of blood alcohol content or any detectable level of a controlled substance in his or her urine shall be subject to disciplinary action up to and including discharge.

Anyone designated in DOT regulations as a safety sensitive employee is subject to DOT drug and alcohol testing. All applicable employees working for the County or applying for a position are covered. This includes employees covered by 49 CFR Part 655 and 49 CFR Part 382 when performing safety sensitive functions as defined by the respective regulations.

Prohibited Conduct:

Employees who perform a safety-sensitive function are strictly prohibited from using or ingesting prohibited drugs in accordance with applicable DOT regulations.

Manufacturing, distributing, dispensing, possessing, or using controlled substances in the workplace is prohibited, pursuant to the Drug-Free Workplace Act. It is County policy that any employee who manufactures, distributes, dispenses, processes, sells, attempts to sell, or arranges to sell a controlled substance to any other person while on duty or on County property shall be subject to discipline up to and including discharge. The ingestion of alcohol for up to four hours before the performance of safety sensitive functions is prohibited regardless of the resulting alcohol concentration level by both FTA and FMCSA. In addition FTA specifically prohibits the consumption of alcohol for the specified on-call hours of each covered employee who is on-call. The procedure shall include: (1) The opportunity for the covered employee to acknowledge the use of alcohol

at the time he or she is called to report to duty and the inability to perform his or her safety-sensitive function. (2) The requirement that the covered employee take an alcohol test, if the covered employee has acknowledged the use of alcohol, but claims ability to perform his or her safety-sensitive function. FTA and FMCSA prohibit the ingestion of alcohol for up to eight hours following an accident by any employee involved in an accident unless the employee has already performed a post accident alcohol test if required.

As referred to in this policy, *alcohol* means any food, beverage, mixture, or preparation, including any medication, containing ethyl alcohol. *Controlled substance* means a stimulant, hallucinogen narcotic, cannabinoid, or derivation or combination thereof, or any other substance controlled by the law. The County intends this definition also to apply to any other substance that impairs one's ability to fully and safely perform his or her job. The U.S. Department of Transportation (DOT) regulations currently prohibit the performance of safety-sensitive functions when a prohibited level of any specified drug is detectable in the employee's urine. Testing of safety-sensitive employees for these drugs is therefore performed under the authority of and pursuant to DOT regulations.

Testing-General:

For DOT subject employees all testing will be performed in accordance with the provisions set forth in 49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs.

The County will adhere to all required standards of confidentiality. Testing records and results will be released only to those authorized to receive such information.

Typically, administration of breath tests for alcohol will be performed concurrently with urine collections. However, the County reserves the right to administer breath tests separately from urine collections and to administer breath tests and/or urine collections on County premises.

Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. Specimen validity testing is the evaluation of the specimen to determine if it is consistent with normal human urine. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

For DOT drug and alcohol tests: Refusal to submit means any circumstance outlined in 49 CFR 40.191 and 49 CFR 40.261 as well as 49 CFR 382 and 49 CFR 655; including:

- Failure to provide a breath or urine sample
- Provide an insufficient volume without valid medical explanation
- Adulterate or substitute a specimen

- Failure to appear within a reasonable time
- Leave the scene of an accident without just cause prior to submitting to a test
- Leave the collection facility prior to test completion
- Failure to permit an observed or monitored collection when required
- This includes failure to follow the observer's instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
- Possess or wear a prosthetic or other device that could be used to interfere with the collection process.
- Failure to take a second test when required
- Failure to undergo a medical examination when required
- Failure to cooperate with any part of the testing process
- Failure to sign Step 2 of alcohol test form
- Once test is underway, fail to remain at site and provide a specimen
- Or the MRO verifies that you provided an adulterated/substituted sample.

For pre-employment tests only, DOT regulations indicate that failure to appear, aborting the collection before the test commences, or failure to remain at the site prior to commencement does not constitute a refusal.

Testing for Controlled Substances:

Drug testing of safety-sensitive employees authorized by DOT regulations is limited to the following substances:

- Marijuana metabolites
- Cocaine metabolites
- Amphetamines
- Opiate metabolites
- Phencyclidine (PCP)

Testing for Alcohol:

FMCSA specifically prohibits any driver tested in accordance with the regulations and who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 from performing or continue to perform safety-sensitive functions for an employer, including driving a commercial motor vehicle, nor shall an employer permit the driver to perform or continue to perform safety-sensitive functions, until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following administration of the test.

FTA specifically prohibits any covered employee tested in accordance with the regulations and who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 to perform or continue to perform safety-sensitive functions, until the employee's alcohol concentration measures less than 0.02; or the start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.

Role of the Medical Review Officer (MRO):

All urinalysis drug results will be communicated by the laboratory to a specially trained physician serving as MRO. The MRO will notify the County directly if an employee's test result is negative. If the test is positive, the MRO will contact the employee to discuss the test and determine if the positive result is valid. The County will only be informed that an individual has tested positive and negative. The specific drug(s) involved and level(s) detected will not be disclosed to the County by the MRO.

Role of the Outside Contractor:

The County has engaged a contractor to perform specific services such as arranging collection sites, laboratory testing, chain of custody procedures, etc. The contractor will provide the MRO(s) and BAT(s) in accordance with applicable DOT regulations.

Types of Testing:

The County will perform the following types of drug and alcohol testing:

- Pre-Employment Testing;
- Reasonable Suspicion Testing;
- Post Accident Testing;
- Random Testing;
- Return to Duty Testing;
- Follow-Up Testing;

For those employees subjected to DOT regulations, alcohol and drug testing will be in accordance with and as specified in applicable regulations.

The County of Gloucester adopts the safety sensitive definitions as provided by the Federal Motor Carrier Safety Administration and the Federal Transit Agency.

Under FMCSA, safety sensitive function means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:

- Driving a commercial motor vehicle which requires the driver to have a commercial driver's license (CDL)
- Inspecting, servicing, or repairing any commercial motor vehicle
- Waiting to be dispatched to operate a commercial motor vehicle
- Performing all other functions in or upon a commercial motor vehicle
- Loading or unloading a commercial motor vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments being loaded or unloaded
- Performing driver requirements associated with an accident
- Repairing, obtaining assistance, or remaining in attendance upon a disabled commercial motor vehicle

Under FTA an employee is a safety-sensitive employee if he/she performs any of the following but not limited to:

- Operation of a non-revenue vehicle requiring a CDL
- Contractor employees that stand in the shoes of Transit System employees also have to comply
- Covered employee means a person, including an applicant or transferee, who performs or will perform a safety-sensitive function.
- A volunteer is a covered employee if:
 - (1) The volunteer is required to hold a commercial driver's license to operate the vehicle; or
 - (2) The volunteer performs a safety-sensitive function for an entity subject to this part and receives remuneration in excess of his or her actual expenses incurred while engaged in the volunteer activity

Pre-Employment Testing

All applicants for employment (Post-Offer, Pre-Employment) or employees being transferred into safety-sensitive positions will be informed of the testing requirements and will undergo pre-employment drug tests. The County will not hire an applicant or transfer an employee to a safety-sensitive position unless the applicant or employee passes the pre-employment drug test.

A positive pre-employment test for drug shall be considered sufficient grounds to disqualify the applicant from employment with the County or to disqualify an incumbent employee's application for transfer into a safety-sensitive position. In addition, an incumbent employee whose test result is positive will be subject to the same procedures as for a positive random test.

The County will not hire an applicant that has failed a drug test or who has refused to take the test. Furthermore, the County will not assign an employee who has failed or

refused to take a drug test to a safety-sensitive position. If such an applicant later applies for County employment or if such an employee later applies for a safety-sensitive position, the County may, in its sole discretion, administer another drug test. If the employee or applicant passes the second pre-employment test, the County may, in its sole discretion, hire the applicant or assign the employee to work in a safety-sensitive position.

FMCSA Exception: The driver has participated in a controlled substances testing program that meets the requirements of part 382.301 within the previous 30 days; and while participating in that program, either was tested for controlled substances within the past 6 months (from the date of application), or participated in the random controlled substances testing program for the previous 12 months (from the date of application); and no prior employer of the driver, of whom the County has knowledge has records of a violation of this part or the controlled substances use rule of another DOT agency within the previous six months.

FTA requires that employees who have not performed a safety-sensitive function for 90 consecutive calendar days regardless of the reason, and have not been available to participate in the random selection pool during that time, must take a pre-employment drug test with a verified negative result prior to performance of safety sensitive duties.

Reasonable Suspicion Testing

The County will require an employee who performs a safety-sensitive function to submit to a drug or alcohol test when the County has a reasonable suspicion that the employee is under the influence or impaired judgment during working hours, while on County premises or while using County property. Reasonable suspicion is established if two trained supervisors reasonably conclude based on their observation that an employee has used drugs or misused alcohol. The determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulate observations concerning the appearance, behavior, speech, or body odors of the employees.

An employee who undergoes reasonable suspicion testing will be removed from service pending the test results. If the test results are negative, the employee will be returned to work and paid for any time lost. If the result is positive, the employee will be subject to discipline, up to and including discharge, as determined by the County. If the employee is not discharged, the employee shall, at a minimum, be subject to the same requirements regarding assessment, rehabilitation, and return to drug testing as applied to employees following a positive random test (see below).

The employee will be transported to and from the testing site by a supervisor to reduce the potential danger to the employee and/or others.

Reasonable suspicion is established if a trained supervisor or County official reasonably concludes such; based on specific, contemporaneous, articulable observations concerning the employee's appearance, behavior, speech, or body odors. The reasonable suspicion observations of the supervisor or County official must be documented utilizing 7.6 Exhibit M titled Reasonable Suspicion Checklist.

Employees may undergo reasonable suspicion testing for alcohol only while the employee is performing safety-sensitive functions; just before the employee is to perform safety-sensitive functions; or just after the employee has ceased performing such functions.

If an alcohol test required is not administered within two hours following the determination written documentation will be prepared and maintained on file. This record will detail the reasons the alcohol test was not promptly administered. If an alcohol test is not administered within eight hours following the determination, there will be no more attempts to administer an alcohol test. Written documentation detailing the reasons for not administering the test is required. FMCSA regulations state that if no alcohol test is administered, 24 hours must elapse from the time of original determination before performance of safety sensitive functions.

Post Accident Testing

Testing, of drivers and those defined as performing safety sensitive functions, is mandatory as required by DOT regulations following an accident as defined in 49 CFR 382.303 and 49 CFR 655.44.

FMCSA requires post accident alcohol testing as soon as practicable. Tests performed after 2 hours are required to have documentation in the file detailing the reasons the test was delayed. After a delay of eight hours or more, no more attempts will be made and written documentation is required.

FMCSA requires post accident drug testing as soon as possible, but within 32 hours following the accident. After 32 hours, no testing will be made and the file will be provided with written documentation regarding the reason.

FMCSA requires drivers subject to post accident testing to remain available for such testing. Failure to do so may be construed as a refusal to submit to testing. This does not include leaving the scene to receive emergency medical care.

The results of a blood, urine, or breath test for the use of prohibited drugs or alcohol misuse, conducted by Federal, State, or local officials having independent authority for the test, shall be considered to meet the requirements provided that the test results are obtained by the employer. Such test results may be used only when the employer is unable to perform a post-accident test within the required period.

Employees and supervisors should follow the following steps in a post accident situation:

- treat injuries first;
- cooperate with local law enforcement officers;
- explain to employees the need for testing;
- conduct tests promptly; and
- collect accident documentation promptly.

Random Testing

Random testing will be conducted for all employees performing a safety-sensitive function at a rate established by law. Random tests will be spread reasonably throughout the year. There will be no pattern to when random tests will be conducted. Random tests will be unannounced and all employees performing a safety-sensitive function will have an equal chance of being selected for testing from the random pool. Employees shall remain in the pool even after being selected and tested. An employee may therefore be selected for a random test more than once during the year. Employees will be selected anonymously using an identification number having no correlation to actual employee names. The employee must report immediately to the collection site after receiving notification of his/her selection from the random pool.

If the result of a random urinalysis test is positive, the employee will be immediately disqualified from his or her present job title. The same applies to a confirmed positive breath test where the employee's BAC is not a level that would warrant immediate discharge without recourse to rehabilitation. The employee may then apply for reinstatement, subject to the Return-to-Duty conditions (described below).

Return-to-Duty Testing

An employee with a verified positive drug test result, an alcohol test result of 0.04 or greater, a refusal to submit to a test or any other activity violating this policy or state or federal law may not return to work until the employee is evaluated by a substance abuse professional and passes a return-to-duty test. To pass the return-to-duty test, the result must be a verified negative drug test or an alcohol test result of less than 0.02. The substance abuse professional will determine whether the employee needs to participate in a rehabilitation program and whether the employee has followed the recommendations for corrective action. A return-to-duty test will be performed only after the substance abuse professional has indicated that the employee has followed the corrective action recommendations.

When a subject employee tests positive or refuses a test or violates other provisions of an applicable DOT Agency that employee cannot work again in DOT safety-sensitive positions until successfully completing the Substance Abuse Professional(SAP) return-to-

duty requirements in Part 40. After successfully completing the SAP requirements, the employee may be eligible to return to work. But, before an employer can return the person to work in a safety-sensitive job, a SAP must determine that the employee successfully complied with the recommended treatment and education. The employee must then have a return-to-duty test and the test result must be negative.

Follow-Up Testing

Employees permitted to return to duty are subject to unannounced follow-up testing for at least 12 months and not more than 60 months. The County will determine the frequency and duration of the follow-up testing in consultation with the substance abuse professional. A minimum of 6 follow-up tests during the first 12 months after the employee has returned to duty will be performed. This follow-up testing is separate from and in addition to the regular random testing program. Accordingly, employees subject to follow-up testing will remain in the standard random pool and will be tested whenever their names come up for random testing, even if it means being tested twice in the same day, week, or month.

If an employee is subject to follow-up drug tests, the employee may be required to take one or more follow-up alcohol tests and pass with a result of less than 0.04. If the employee is subject to alcohol tests, the employee may be required to take one or more follow-up drug tests with a verified negative result.

Any positive test result for an employee who is subject to follow-up testing (including the positive result of a safety-sensitive job transfer, random, reasonable suspicion, post-accident, or other test) will be grounds for immediate discharge.

For DOT subject employees: Employees permitted to return to duty are subject to at least six unannounced follow-up tests for period of time that is no less than 12 months and no more than 60 months as determined by the Substance Abuse Professional. This follow-up testing is separate and in addition to the regular random testing program. All testing will meet the requirements detailed in 49 CFR 40, Subpart O.

The County is responsible for ensuring that the employee is tested according to the SAP's follow-up plan. These tests can be for drugs or alcohol or both. Any positive test result for an employee who is subject to follow-up testing (including the positive result of a safety-sensitive job transfer, random, reasonable suspicion, post-accident, or other test) will be grounds for immediate discharge.

Retesting at the Employee's Request:

DOT regulations provide for a "split sample" procedure which requires a portion of each urine specimen to be retained in a separate, sealed container. The employee whose urine test is positive may request that the split sample be tested at a separate laboratory meeting

the required Federal certification. Federal regulations require the request to be made within seventy-two (72) hours.

All costs associated with the re-testing or split sample testing must be prepaid by the employee, including shipping and handling, transportation, testing and reporting to the MRO. If the result of the retest or split sample is negative, these costs will be reimbursed to the employee.

Notification of Convictions:

Pursuant to the requirements of the Drug-Free Workplace Act, of 1988 employees must promptly notify the County of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

Consequences for Engaging in Drug and Alcohol Related Conduct:

An employee who tests positive for drugs or refuses to submit to a test must immediately be removed from performing a safety-sensitive position. An employee who tests positive for drugs or refuses to submit to a drug test may not perform a safety-sensitive function until the employee has been evaluated by the substance abuse professional, completed all recommended treatment, and return-to-duty drug test with a verified negative result, as mandated by 49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs. The County retains the right to terminate an employee who tests positive for drugs or refuses to submit to a drug test.

An employee who has an alcohol concentration of 0.02 or greater but less than 0.04 may not perform a safety-sensitive function until (1) the employee's alcohol concentration measures less than 0.02 or (2) the start of the employee's next regular scheduled duty period, provided such period is not less than 8 hours after following administration of the alcohol test.

An employee who has an alcohol concentration of 0.04 or greater may not perform a safety-sensitive function until the employee has been seen by a substance abuse professional, completed all recommended treatment, and passed the return-to-duty test with an alcohol concentration of less than 0.02. The County retains the right to terminate an employee who tests positive for alcohol or refuses to submit to an alcohol test.

The County will review the results of a retest in consultation with laboratory staff and the MRO. If the results of the test are negative, the County reserves the right to require the employee to provide a new urine sample for testing. If the County declines to require a new test, or if the results of this new test are negative, the employee will be reinstated with no loss of seniority and paid back for wages lost.

For DOT subject employees:

- Reports of dilute specimens; dilute positives will be treated as verified positives.
- For dilute negatives, all employees will be required to immediately take another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- Drug tests that are reported as invalid require that the employee immediately provide a new specimen under direct observation.
- Cancelled drug tests results require the immediate provision of another specimen.

Contact Person:

Federal regulations require that a single contact person be identified to answer questions about this policy. For the purposes of this policy, the contact person will be:

Joann Schneider
County of Gloucester, P.O. Box 337, Woodbury, NJ 08096
856-853-3264

Copies of relevant regulations are also available at this address.

Effects of Alcohol and Drug Addiction:

The Human Resource Manual will provide information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or a controlled substances problem (the driver's or a co-worker's); and available methods of intervening when an alcohol or a controlled substances problem is suspected, including confrontation, referral to any employee assistance program and or referral to management. Please refer to HR 5.10 titled Employee Assistance Program as well as HR 7.6 Exhibit N titled Commonly Abused Drugs.

Education and Training:

For, but not limited to, employees performing a safety-sensitive function, the County will provide educational materials explaining the requirements of the Federal Drug and Alcohol Testing Regulations and its policies and procedures. Employees performing a safety-sensitive function will also be provided with training on the effects and indicators of alcohol and drug use in accordance with federal regulations. Employees will be required to sign a form indicating that they have received a copy of the policies and procedures; the form will be filed in employee personnel files.

Shared Responsibility:

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

Certificate of Receipt:

Subject employees will be required to sign a statement certifying that he or she has received a copy of these materials described in this section. The County shall maintain the original of the signed certificate.

A-4

RESOLUTION URGING THE USEPA AND NJDEP TO FULLY REMEDIATE THE SHIELDALLOY METALLURGICAL CORPORATION SITE IN A MANNER THAT WILL INSURE SAFETY AND WELL BEING OF COUNTY RESIDENTS AND PROTECTION OF THE ENVIRONMENT

WHEREAS, ShieldAlloy Metallurgical Corporation (SMC) has been doing business in Newfield, NJ for many years; and

WHEREAS, as a result of doing business in Newfield, New Jersey, the residue from their operation is contaminated and/or radioactive and has been determined by the U.S. Environmental Protection Agency (USEPA) to be a public health and safety hazard to the community and environment in the area; and

WHEREAS, the Gloucester County Board of Chosen Freeholders received and reviewed the Superfund Proposed Plan for Operable Unit Two (OU2) at the Shieldalloy Metallurgical Corporation Superfund Site located in the Borough of Newfield, County of Gloucester, NJ; and

WHEREAS, after developing and evaluating four remedial alternatives for the facility, USEPA has identified Alternative 3 (Capping Facility Soils, Excavating Sediments, and Institutional Controls) as the Preferred Alternative; and

WHEREAS capping facility soils and excavated contaminated sediments from Hudson Branch is provided for by Alternative 3 is an inadequate strategy for properly addressing the public health and environmental risks associated with the Shieldalloy Superfund site; and

WHEREAS, USEPA Alternative 4 fully addresses the contamination by excavating and treating contaminated soil on-site, then transporting the soil to a licensed, off-site disposal facility, adequately remediating the contaminated soils and sediments, the Board of Chosen Freeholders hereby urges the USEPA to select, fund, and implement the clean-up plan set forth in Alternative 4; and

WHEREAS, the Gloucester County Board of Chosen Freeholders additionally requests the following be included in the final report:

- a description of the pilot studies that are currently underway concerning groundwater contamination remediation at the site;
- a discussion about the monitoring program for the wetlands along the Hudson Branch;
- USEPA should implement a on-going program that samples stormwater runoff from the slag pile and evaluate potential impacts to soils, wetlands, sediments, and Hudson Branch;
- a chart of surface water, soils and sediments sampling results. This section should also include a discussion on the QA-QC Plan for the project and who is responsible for conducting the monitoring programs. A map of all sampling locations should be included;
- as the facility has been in Newfield for many years, the Human Health Risk Assessment should also include an evaluation of human health risks to the Borough residents and other persons potentially exposed to the contaminants;
- USEPA should clarify NJDEP's position on the Preferred Alternative. The report states that NJDEP is evaluating the preferred alternative and then states that NJDEP believes that the alternative will be protective of human health and the environment;
- a plan concerning the Company's commitment to funding the cleanup at the facility and whether they have the financial resources available to remediate the site;
- a commitment of Superfund funds for the Shieldalloy remediation project.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Board of Chosen Freeholders of the County of Gloucester hereby urge the USEPA and the NJDEP to fully remediate the Shieldalloy Metallurgical Corporation (SMC) site in a timely manner that will adequately protect the health, safety and the well being of County residents and protect the environment; and

BE IT FURTHER RESOLVED, a copy of this Resolution shall be forwarded to the US Department of Energy, John W. Hazen, Director of Office of Legislative Affairs, US Nuclear Regulatory Commission, US Environmental Protection Agency, Governor Chris Christie, US Senator Booker, US Senator Menendez, US Representative LoBiondo and NJ Department of Environmental Protection.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, August 6, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

B-1

RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT WITH PICTOMETRY INTERNATIONAL TO INCREASE THE CONTRACT AMOUNT BY \$1,362.82

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on February 20, 2013 authorizing the execution of a contract between the County and Pictometry International with offices at 100 Town Centre Drive, Suite A, Rochester, New York 14623; and

WHEREAS, the total amount of the original contract was for an amount not to exceed \$200,000.00; and

WHEREAS, the County has determined the amendment is necessary due to unanticipated expenses incurred by the ChangeFindr Module used by the Taxation Department to note changes between 2010 and 2013 images for tax purposes; and

WHEREAS, the amendment is to increase the total contract amount by \$1,362.82 resulting in a new contract amount, for an amount not to exceed \$201,362.82; and

WHEREAS, all other terms and provisions of the previously executed Contract, with the exception of the total contract amount, shall remain in full force and effect.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of amendment to increase the contract by and between the County of Gloucester and Pictometry International, due to unanticipated expenses incurred by the ChangeFindr Module, in the total amount of \$1,362.82 resulting in a new contract amount, for an amount not to exceed \$201,362.82.

ADOPTED, at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held Wednesday, August 6, 2014.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

**AMENDMENT TO CONTRACT
BETWEEN
PICTOMETRY INTERNATIONAL
AND
COUNTY OF GLOUCESTER**

THIS is an amendment to a contract entered into on the 20th day of February, 2013, by and between **Pictometry International** with offices at 100 Town Centre Drive, Suite A, Rochester, New York 14623, hereinafter referred to as "**Vendor**", and the **County of Gloucester**, hereinafter referred to as "**County**".

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

The Contract is amended due to unanticipated expenses incurred by the ChangeFindr Module.

Therefore, the Contract is amended is increased by \$1,362.82 resulting in a new contract amount, for an amount not to exceed \$201,362.82.

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

THIS ADDENDUM is effective as of the _____ day of _____, 2014.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

PICTOMETRY INTERNATIONAL

By:
Title:

C-1

**RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY
RELATED TO THE PRE-APPLICATION FOR THE USDA HOUSING PRESERVATION
GRANT PROGRAM IN THE AMOUNT OF \$50,000.00**

WHEREAS, the Rural Housing Service, an agency of the U.S. Department of Agriculture has published a Notice of Funds Availability for the Section 533 Housing Preservation Grant Program for FY 2014; and

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

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

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

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

WHEREAS, the Gloucester County Department of Public Works, Planning Division must submit the grant pre-application to the U.S. Department of Agriculture for review, and should said agency approve the pre-application, the Board of Chosen Freeholders of the County of Gloucester understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the USDA for the administration of grant program.

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

1. The Director of the Board or his designee is hereby authorized to execute any and all documents in connection with the filing of the grant pre-application with the U.S. Department of Agriculture requesting grant funds for the Housing Preservation Grant Program in the amount of \$50,000.00; and
2. The Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any necessary additional assurances as may be required.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 6, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

GRANT REQUEST FORM

C-1

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: 07/21/2014

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

2. GRANT TITLE: FY 2014 USDA Sec 533 Housing Preservation Grant

3. GRANT TERM: FROM: 10/01/2014 TO: 09/30/2016

4. COUNTY DEPARTMENT: PUBLIC WORKS – PLANNING DIVISION

5. DEPT. CONTACT PERSON & PHONE NUMBER: Rick Westergaard (856) 307-6650

6. NAME OF FUNDING AGENCY: US Department of Agriculture

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

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

NAME	AMOUNT	NAME	AMOUNT
N/A			

9. TOTAL SALARY CHARGED TO GRANT: \$ 0

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

11. IC CHARGED TO GRANT \$ N/A

12. FRINGE BENEFIT RATE CHARGED TO GRANT: 0 %

13. DATE APPLICATION DUE TO GRANTOR 7/28/2014

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

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

16. HAS THE DESCRIPTION BEEN E-MAILED TO THE COUNTY GRANTS COORDINATOR, WHO WILL FORWARD IT TO THE CLERK OF THE BOARD Yes No

DEPARTMENT HEAD: Richard Westergaard
 Signature

DATE: 7-31-14

.....
 Departmental Use Only

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

TREASURER'S OFFICE, GRANTS DIVISION:

1. _____
 Signature
2. _____
 Signature

**2014 GLOUCESTER COUNTY BUDGET –Housing Preservation Grant
OTHER EXPENSE EXPLANATIONS**

21287 HOMEOWNER REHAB

\$50,000

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

DEPARTMENT: PUBLIC WORKS –PLANNING DIVISION

Form: C-2

**DEPARTMENT CODE 180
Submission Date: July 21,2014
Revision Date:**

2014 Housing Preservation Grant Goals and Objectives

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

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

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

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

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

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

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

C-2

RESOLUTION TO PURCHASE ONE (1) 2014 FARMALL 85C SERIES TRACTOR WITH BOOM MOWER ATTACHMENT FROM FARM-RITE, INC. FOR THE TOTAL AMOUNT OF \$62,517.00

WHEREAS, the County of Gloucester's (hereinafter the "County") Department of Public Works, has the need for the supply of a 2014 Farmall 85C Series Tractor with Boom Mower Attachment (hereinafter the "tractor") to be utilized by the Public Works Department to conduct County business; and

WHEREAS, after due notice and advertisement, the County received sealed bids on July 1, 2014, and after following the appropriate public bidding procedures, it was determined that Farm-Rite, Inc. with an address of 122 Old Cohansey Road, Bridgeton, NJ 08302, was the lowest responsive and responsible bidder to provide the tractor pursuant to the bid specifications set forth in PD #014-029; and

WHEREAS, the Purchasing Agent of the County has certified the availability of funds in the amount of \$62,517.00, pursuant to CAF# 14-06369 which amount shall be charged against budget line item C-04-14-019-315-19401.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Chosen Freeholders of the County of Gloucester approves the purchase of a 2014 Farmall 85C Series Tractor with Boom Mower Attachment for use by Public Works Department pursuant to and in accordance with the bid submitted by Farm-Rite, Inc., and the specifications promulgated by the County PD #014-029; 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, August 6, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

Bid Opening 7/17/2014 10:00am

SPECIFICATIONS AND PROPOSAL FORM FOR THE PURCHASE OF A FARMALL 89C SERIES TRACTOR WITH BOOM MOWER ATTACHMENT (OR APPROVED EQUAL) FOR USE BY THE GLoucester County Public Works Department and Existing Units within the County as Allowed through the County Contract Purchasing System Numbers CK-01-GC & 16GLCP				
DESCRIPTION	VENDOR:	VENDOR:	VENDOR:	VENDOR:
FARMALL 89C SERIES TRACTOR WITH BOOM MOWER ATTACHMENT	\$53,785.00	\$62,517.00	\$66,336.00	\$71,539.00
Make and Model Tractor offered	Massey Ferguson 4609	Farmall 89C Tractor	New Holland T4.85	New Holland T4.85
Boom Attachment offered	Brush Hog RMB1660-1	McConnell PA48	Alamo Boom PA48M	McTim Mini-17HS
DELIVERY ARO	90 Days	Dec-14	180 Days	130 Days
Variations: (if any)	3 Cyl. Engine 60in boom rotary head	None	New Holland Tractor Hydraulic System Remote Valve	New Holland Tractor
	BID SUBMISSION DOES NOT MEET SPECIFICATIONS		Exception - one open center rear remote with 2 couplers-standard	
Will you extend your prices to local government entities within the County	Yes	No	Yes	No
Bid specifications sent to:	Prime Vendor Construction Journal	Alamo Group TRUS Inc.	Cannys Hardware & Lawn Diamond Mowers	
Based upon the bids received, I recommend the contract be awarded to Farm-Rite Inc. as the lowest responsive, responsible bidder.				
	Sincerely,			
	Robert J. McElhane			
	Purchasing			

US Municipal Supply Inc.
PO Box 574
Hunting PA 16652

David Smith
856 589-3953

Gary Wright
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856 453-9480 Fax

856 561-0141

609 561-4344 Fax

Carl Rodio

Donald Strang

717 White Horse Pike

Hammonon, NJ 08037

Rodilo Tractor Sales Inc.

Farm-Rite Inc.

122 Old Cohansey Rd.

Bridgeton, NJ 08302

Cherry Valley Tractor Sales

35 Route 70 West

Marion, NJ 08053

Peach County Tractor

749 Mullica Hill rd.

PO Box 574

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

Certificate of Availability of Funds

TREASURER'S NO. 14-06369 R4-06635 DATE July 21, 2014

BUDGET NUMBER - CURRENT YR C-04-14-019-315-19401 B DEPARTMENT PW/Fleet Mgmt Div

AMOUNT OF CERTIFICATION \$62,517.00 COUNTY COUNSEL Emmett E. Primas

DESCRIPTION:

As per PD-014-029 Farmall 85C Series tractor with Boom Mower Attachment McConnell PA48
--

VENDOR: Farm-Rite, Inc

ADDRESS: 122 Old Cohansey Rd
Bridgeton, NJ 08302

DEPARTMENT HEAD APPROVAL

APPROVED

--

PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

Meeting Date: July 23, 2014

DATE PROCESSED _____

C-3

**RESOLUTION TO PURCHASE ONE (1) 2014 JCB MODEL 3CX-14 BACKHOE
LOADER FROM FARM-RITE, INC. FOR THE TOTAL AMOUNT OF \$62,450.00**

WHEREAS, the County of Gloucester's (hereinafter the "County") Department of Public Works, has the need for the supply of a 2014 JCB Model 3CX-14 Backhoe Loader (hereinafter the "backhoe") to be utilized by the Public Works Department to conduct County business; and

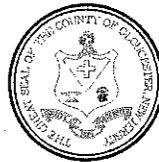
WHEREAS, after due notice and advertisement, the County received sealed bids on June 27, 2014, and after following the appropriate public bidding procedures, it was determined that Farm-Rite, Inc. with an address of 122 Old Cohansey Road, Bridgeton, NJ 08302, was the lowest responsive and responsible bidder to provide the backhoe pursuant to the bid specifications set forth in PD #014-028; and

WHEREAS, the Purchasing Agent of the County has certified the availability of funds in the amount of \$62,450.00, pursuant to CAF# 14-06368 which amount shall be charged against budget line item C-04-14-019-315-19401.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Chosen Freeholders of the County of Gloucester approves the purchase of a 2014 JCB Model 3CX-14 Backhoe Loader for use by Public Works Department pursuant to and in accordance with the bid submitted by Farm-Rite, Inc., and the specifications promulgated by the County PD #014-028; 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, August 6, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

<p>Bid Opening 6/27/2014 10:00am SPECIFICATIONS AND PROPOSAL FOR THE PURCHASE OF A JCB MODEL 3CX-14 BACKHOE LOADER (OR APPROVED EQUAL) FOR USE BY THE GLOUCESTER COUNTY PUBLIC WORKS DEPARTMENT AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC & 76GLCP</p>					
VENDOR:	Farm-Rite Inc. 122 Old Cohasset Rd. Bridgeport, NJ 08302	VENDOR:	JESCO Inc. 118 St. Michaels Ave. So. Plainfield, NJ 07080		
VENDOR:	Donald Strang 856 451-1368 856 453-9480 Fax	VENDOR:	Johathan Robustelli 908 753-8080 908 753-7553 Fax		
VENDOR:	Trico Equipment Services LLC 551 N. Harding Highway Vineland, NJ 08360	VENDOR:	Cherry Valley Tractor Sales 35 Route 70 West Marton, NJ 08053		
VENDOR:	Brian Wright 856 983-0111 856 988-6280 Fax				
DESCRIPTION	JCB MODEL 3CX-14 BACKHOE	\$62,450.00	\$73,800.00	\$76,907.00	\$80,298.00
Make and Model offered	JCB Model 3cx-14 Backhoe Loader	2014 John Deere 310K EP	CASE 580SN	New Holland - model B95C-TC	
DELIVERY ARO	120 Days	60 Days	90 Days	180 Days	
Variations: (if any)	None	John Deere Specifications	CASE model specifications	New Holland Specifications	
Will you extend your prices to local government entities within the County	NO	YES	YES	NO	
Bid specifications sent to:	Prime Vendor Construction Journal	Euclid Intotech	Hoffman Equipment Co.	Penn Jersey Machinery	
Based upon the bids received, I recommend Farm-Rite Inc. be awarded the contract as the lowest responsive, responsible bidder.					
		Sincerely,			
		Robert J. McErlane			
		Purchasing			

C-4

RESOLUTION AUTHORIZING AGREEMENT MODIFICATION #01 TO FEDERAL AID AGREEMENT 13-DT-BLA-670 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION INCREASING FUNDING IN THE AMOUNT OF \$52,957.00

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester (hereinafter the County) adopted a Resolution on April 16, 2014, authorizing the execution of Federal Aid Agreement #13-DT-BLA-670 in the total amount of \$1,058,917.00 between the County and the NJ Department of Transportation (hereinafter the "NJDOT") for the roadway improvement project known as the "Resurfacing & Safety Improvements to Harrison Street CR678 in the Townships of Mantua and East Greenwich." Federal Project #STP-0164 (102) Engineering Project 13-02FA (hereinafter the "Agreement"); and

WHEREAS, a modification to the Agreement is necessary, which will increase the total amount of same by \$52,957.00, resulting in the new total Agreement amount of \$1,111,874.00; 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 that the Board of Chosen Freeholders of the County of Gloucester adopts Agreement Modification #01 for Federal Aid Agreement #13-DT-BLA 670 with the NJDOT to increase the agreement by \$52,957.00 for a new total amount of \$1,111,874.00, and the Freeholder Director is hereby authorized to execute and the Clerk of the Board is authorized to attest to any document necessary to complete the Agreement Modification; and

BE IT FURTHER RESOLVED that all other terms and provisions of Federal Aid Agreement #13-DT-BLA-670 shall remain in full force and effect.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 6, 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 70664

MODIFICATION NO. 1 FEDERAL PROJECT NO. STP-0164(102) DATE 7/9/14
 PROJECT CR 678 Harrison St. Resurfacing & Safety Improvements FY 2013 - Gloucester County - 02176
 LOCATION Townships of East Greenwich & Mantua, Gloucester County
 SPONSOR Gloucester County
 AGREEMENT DATE 9/17/2013 AGREEMENT NO. 13-DT-BLA-670

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 **\$1,058,917.00**, 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-0164(102)Con	Gloucester County	\$1,058,917.00	\$ 0.00	\$1,058,917.00	9/17/2013	12/31/2017

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 **\$1,111,874.00**, 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-0164(102)Con	Gloucester County	\$1,111,874.00	\$ 0.00	\$1,111,874.00	4/17/2013	12/31/2017

Original Agreement Amount	<u>\$1,058,917.00</u>
Modified Agreement Amt. (Mod. No. 1)	<u>\$1,111,874.00</u>
This Modification Amount (No. 1)	<u>\$52,957.00</u>
Present Agreement Total Amt.	<u>\$1,111,874.00</u>
Original Agreement Compl. Date	<u>12/31/2017</u>
Revised Agreement Compl. Date	<u>12/31/2017</u>

ACCEPTED

 Robert M. Damtinger, Freeholder Director Date

RECOMMENDED

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

 (Salim T. Mikhael, Manager Date
 District 4, Local Aid)

CERTIFICATION OF FUNDS

 Director of Accounting and Auditing Date

FOR PROGRAM USE ONLY:

Document No. _____

Registration No. _____

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

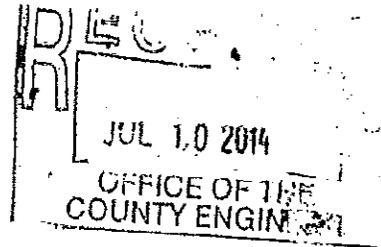
CHRIS CHRISTIE
Governor

Joseph Bertoni
Acting Commissioner

KIM GUADAGNO
Lt. Governor

July 9, 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
CR 678 Harrison St. Resurfacing & Safety Improvements FY 2013
Townships of East Greenwich & Mantua, Gloucester County
Federal Project No. STP-0164(102)
NJDOT Job No. 6210314
2013 - Gloucester County - 02176

Dear Mr. Voltaggio:

On 4/15/14 the NJDOT and FHWA authorized additional federal funds in the amount of \$52,957.00 that were requested by your Office, making the total authorized amount of \$1,111,874.00 available to the county. Execution of the attached federal aid Agreement Modification No. 1 is necessary to adjust the agreement cost ceiling amount to \$1,111,874.00 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 3/31/14, 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 \$49,956.81. Please be reminded that any amendments to this Construction inspection contract cost ceiling of \$49,956.81, can not be approved by NJDOT Local Aid until a revised funded scope of work is submitted and reviewed for approval.

"IMPROVING LIVES BY IMPROVING TRANSPORTATION"

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CR 678 Harrison St. Resurfacing & Safety Improvements FY 2013
Townships of East Greenwich & Mantua, Gloucester County
Federal Project No. STP-0164(102)
NJDOT Job No. 6210314Page 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 initial "S" and "M".

Salim T. Mikhael
Manager
District 4 Local Aid

Ref # 1698

C-5

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT NO. 15-61-030 WITH THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR A GRANT IN THE AMOUNT OF \$59,625.00 FOR THE FISCAL YEAR 2015 SUPPORTIVE REGIONAL HIGHWAY PLANNING PROGRAM

WHEREAS, the Delaware Valley Regional Planning Commission (hereinafter the "DVRPC") has received funds from the United States Department of Transportation, Federal Transit Administration, for the Fiscal Year 2015 Supportive Regional Highway Planning Program (hereinafter the "Highway Planning Program"); and

WHEREAS, the DVRPC has made grants to the County of Gloucester (hereinafter the "County") in past years from the Highway Planning Program to support the County's Planning Division's highway and transportation planning services; and

WHEREAS, the DVRPC has agreed to make a grant available to the County from the Highway Planning Program in consideration of the County Planning Division's performing certain in-kind services related to the said program, in accord with the terms and conditions of Agreement No. 15-61-030 (hereinafter the "Agreement"); and

WHEREAS, the Agreement provides for funding from the DVRPC to the County in the sum of \$39,100.00 for implementation of the Highway Planning Program, with in-kind matching services from the County for implementing the said program in the amount of \$20,525.00, for a total grant amount of \$59,625.00; and

WHEREAS, the County's Planning Division has the expertise to provide the services as required in the aforesaid Agreement; and

WHEREAS, the County desires to obtain the said grant funds of \$39,100.00, and to thereby implement said program with its attendant responsibilities, as per the Agreement.

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 Agreement No. 15-61-030 with the Delaware Valley Regional Planning Commission, in the total amount of \$59,625.00, which includes \$39,100.00 in grant funds and County in-kind services of \$20,525.00 for the Fiscal Year 2015 Supportive Regional Highway Planning Program.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, August 6, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT DILELLA, CLERK

GRANT REQUEST FORM

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

DATE: 7/9/14

1. TYPE OF GRANT

- NEW GRANT (on-going)
 RENEWAL/CONSTINUATION-PREVIOUS YR. BUDGET NUMBER

2. GRANT TITLE: Supportive Regional Highway Planning Program

3. GRANT TERM: FROM: 7/1/2014 TO: 6/30/2015

4. COUNTY DEPARTMENT: Public Works/Planning Division

5. DEPT. CONTACT PERSON & PHONE NO. Rick Westergaard or Jessica Lucas
856-307-6650

6. NAME OF FUNDING AGENCY: Delaware Valley Regional Planning Commission

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD):

The Supportive Highway Regional Highway Planning Program grant has been received by the County for well over 25 years and contributes to the Planning Division's highway and transportation planning services. The County will receive \$39,100.00 cash with \$20,525.00 in in-kind services for a total of \$59,625.00. This grant also enables the Planning Division staff to contribute to the DVRPC's development of the Long Range Plan as it relates to the County and its municipalities, as well as the implementation of the multi-million dollar Transportation Improvement Program (TIP) projects throughout the County.

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

NAME	AMOUNT	NAME	AMOUNT
Rick Westergaard	\$10,000	Jessica Lucas	\$13,000
Paul Esposito	\$5,700		

9. TOTAL SALARY CHARGED TO GRANT \$28,700.00

10. INDIRECT COST (IC) RATE: n/a

11. IC CHARGED TO GRANT : n/a

12. FRINGE BENEFIT RATE CHARGED TO GRANT: 56.83%

13. DATE APPLICATION DUE TO GRANTOR: n/a Contract provided by DVRPC

SUPPORTIVE REGIONAL HIGHWAY PLANNING PROGRAM BUDGET

101	SALARIES & WAGES Covers department Salaries to fulfill tasks outlined in the scope of services of the Supportive Regional Highway Planning Program contract/agreement.	AMOUNT	\$28,700.00
994	FRINGE BENEFITS	AMOUNT	\$10,000.00
921	MEETINGS, MEMBERSHIPS AND DUES To cover staff costs associated with meetings necessary to attend related to the Supportive Regional Highway Planning Program. Meetings include monthly Regional Transportation Committee Meetings and DVRPC Board Meetings, as well as NJ DOT local aid and various meetings related to county transportation projects.	AMOUNT	\$ 400.00
		TOTAL	\$ 39,100.00

Form C-2

Department Code 1800

Submission Date 7/9/14

Revision Date _____

Department: Public Works/Planning Division



BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damming

FREEHOLDER LIAISON
Heather Simmons

MEMORANDUM

To: Heather Simmons, Freeholder Liaison

From: Rick Westergaard, Planning Director

Re: Supportive Highway Planning Program Grant

Date: 7/10/14

Planning Division staff has submitted the necessary documentation to have an item placed on a future Freeholder Board Meeting agenda. The agenda request is to execute contract number 15-61-030, which is an agreement between the County of Gloucester and the Delaware Valley Regional Planning Commission for a Supportive Highway Planning Program Grant, of which the County will receive \$39,100.00 cash with \$20,525.00 in in-kind services for the total amount of \$59,625.

This grant enables the Planning Division of Gloucester County to participate in the regional highway transportation planning efforts including development of the Transportation Improvement Plan and the Long Range Plan. This grant has been consistently received by the County for over 25 years.

Thank you.

Cc: George Hayes, Accountant Liaison



DEPARTMENT OF PUBLIC
WORKS
PLANNING DIVISION

DIRECTOR
Larry Haynes, Sr.

PLANNING DIRECTOR
Richard Westergaard,
PP/AICP

OFFICE OF GOVERNMENT
SERVICES
1200 N. Delsea Drive
Clayton, NJ 08312

Phone 856.307.6650
Fax 856.307.6656

westergaard@co.gloucester.nj.us

www.co.gloucester.nj.us

June 24, 2014

Mr. Richard Westergaard, Planning Director
The County of Gloucester, NJ
Gloucester County Administration Building
1200 N. Delsea Drive
Clayton, NJ 08312

Project Number: 15-61-030
Project Title: Supportive Regional Highway Planning Program (SRHPP)

Dear Mr. Westergaard:

Enclosed are two copies of an agreement between The Delaware Valley Regional Planning Commission (DVRPC) and **The County of Gloucester, NJ** for your review.

Please be sure to complete the enclosed Object and Task Billing pages – (Exhibit C), as described in **Section: 3** of the agreement. Also attached, please return the Title VI Self-Certification Form – (Exhibit D), as described in **Section: 7** of the agreement.

Please note: The agreement cannot be executed and invoices cannot be paid if the budget pages and Title VI Self-Certification Form are not returned.

Please sign and return both copies and corresponding documentation to my attention at DVRPC, and a fully executed copy will be returned for your records. If you have any questions, I can be reached at 215-238-2914 or cridgeway@dvrpc.org.

Best Regards,

Chanell Ridgeway

Chanelle Ridgeway,
Contracts Administrator

Copies: Sarah Oaks, DVRPC

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

Amount: \$59,625

No. 15-61-030

AGREEMENT

BY AND BETWEEN

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

AND

THE COUNTY OF GLOUCESTER, NJ

This agreement, made at Philadelphia, Pennsylvania, this 1st day of July, 2014, by and between the Delaware Valley Regional Planning Commission, a body politic and corporate, created by Act No. 103 of June 30, 1965, P.L. 153, reenacted and amended by Act 43 of June 30, 1967, P.L. 155, of the Session of the General Assembly of Pennsylvania, and the Legislature of the State of New Jersey in Chapter 149 of the Laws of 1966, as amended and supplemented, having its principal office at the American College of Physicians Building, 190 N. Independence Mall - West, Philadelphia, Pennsylvania 19106, hereinafter referred to as the COMMISSION;

And

The County of Gloucester, NJ, located at Gloucester County Administration Building, 2 South Broad Street, Woodbury, New Jersey 08096 hereinafter referred to as the SUBRECIPIENT.

WITNESSETH:

WHEREAS, the COMMISSION has entered into Agreement with the New Jersey Department of Transportation, hereinafter collectively referred as the AGENCY, whereby the COMMISSION is to perform certain obligations under its Agreement in the

accomplishment of a grant from the following Agency:

Agency	Funds	Source of Funds	Date
New Jersey Department of Transportation	\$39,100	Federal Highway Administration - NJ	07/01/2014

WHEREAS, the SUBRECIPIENT will perform certain services under this Agreement in connection with Project No. 15-61-030, Supportive Regional Highway Planning Program (SRHPP), in the COMMISSION's FY 2015 Work Program, hereinafter referred to as the PROJECT; and

WHEREAS, the SUBRECIPIENT is qualified to perform the services as herein set forth, being duly selected in accordance with the COMMISSION's SUBRECIPIENT Selection Procedures; and

WHEREAS, the PROJECT will be coordinated by the COMMISSION's Executive Director, or designee, with other elements of the COMMISSION's overall program of regional planning, to avoid duplication of effort and to ensure that all activities in the program are compatible and interrelated;

Consistent with the COMMISSION's responsibilities to the AGENCY, as its agent and coordinator for the PROJECT, the SUBRECIPIENT shall be responsible for the technical direction, management and conduct of the PROJECT and administratively responsible to the COMMISSION.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter expressed, and intending to be legally bound hereby, the parties hereto agree as follows:

Section 1: General Conditions

1.1 The COMMISSION hereby agrees to engage the SUBRECIPIENT and the SUBRECIPIENT agrees to perform such services as are specified in this Agreement, Exhibit "A", Scope of Services, DVRPC Work Program Description, and the Standard Articles of Agreement, DVRPC Form No. 10, Exhibit "B". These two exhibits are attached hereto and made a part hereof by reference.

Section 2: Contract Funding

2.1 The estimated cost of the PROJECT is \$59,625 funded as shown by the following:

Funds Provided by Agencies: \$39,100.00

SUBRECIPIENT Local Match: \$20,525.00

SUBRECIPIENT Match for COMMISSION: \$0.00

Commission Contribution: \$0.00

Other Contributions: \$0.00

Total Amount: \$59,625

Section 3: Method of Payment

3.1 The work to be performed by the SUBRECIPIENT shall be on a cost-reimbursable basis with payments based on the submission of invoices and progress reports documenting the work completed during the period reported.

3.2 SUBRECIPIENT'S spending will be in accordance with the Object Budget attached and made part of this agreement as Exhibit "C". If applicable, a Task Budget shall be included as a part of Exhibit "C". During the term of this agreement requests to modify either budget shall be made in writing to the COMMISSION's Contracts Officer.

3.3 The amount payable by the COMMISSION to the SUBRECIPIENT shall not exceed Thirty Nine Thousand One Hundred Dollars (\$39,100.00). The SUBRECIPIENT understands and agrees that reimbursement of costs will be after receipt of AGENCY funds by the COMMISSION.

Section 4: Administration of Agreement

4.1 The Executive Director of the COMMISSION, or his/her designee, shall be the authorized agent to act on behalf of the COMMISSION in the administration of this Agreement; shall give notices, issue change orders, and otherwise represent the COMMISSION in the negotiation of matters arising out of this Agreement.

4.2 The Principal of the SUBRECIPIENT, or his/her designee, shall be the authorized agent to act on behalf of the SUBRECIPIENT in the administration of this Agreement and in the negotiation of matters arising out of this Agreement.

Section 5: Time of Performance

5.1 The SUBRECIPIENT shall commence work upon the agreement date of the contract. The SUBRECIPIENT shall complete work on the PROJECT no later than June 30, 2015.

Section 6: Coordination and Cooperation

6.1 The SUBRECIPIENT agrees to provide the COMMISSION with sufficient copies of all materials and documents, in a timely manner, which are necessary for the COMMISSION to meet its obligations to the AGENCY.

6.2 The SUBRECIPIENT understands that the services to be provided by the SUBRECIPIENT form input to the COMMISSION's overall planning program and must be provided in accordance with the COMMISSION's schedule.

Section 7: Policy Statement

7.1 The Title VI Self-Certification Form is attached as Exhibit "D". The SUBRECIPIENT agrees to fill out and transmit the Title VI Self-Certification Form to DVRPC along with the signed agreements.

Section 8: Special Conditions

8.1 The Standard Articles of Agreement, Exhibit "B" hereto are hereby modified as follows:

Article 1.7- The first sentence shall read: The SUBRECIPIENT is required to submit a quarterly summary progress report to the COMMISSION no later than thirty (30) days after the close of the preceding quarter.

Article 6 - Invoices shall be submitted on a quarterly basis. Invoices must be submitted on SUBRECIPIENT's letterhead and include a progress report. Final invoices for this project must be submitted no later than August 15, 2015, or payment cannot be assured. All other conditions of Article 6 remain unchanged.

IN WITNESS WHEREOF, the COMMISSION and the SUBRECIPIENT have executed this Agreement as of the date above first written, intending to be legally bound hereby.

ATTEST:

DELAWARE VALLEY REGIONAL
PLANNING COMMISSION

(SEAL)

By: _____
Barry Seymour, Executive Director

Date _____

ATTEST:

THE COUNTY OF GLOUCESTER, NJ

(SEAL)

By: _____
Robert Damminger, Freeholder Director
The County of Gloucester, NJ

Date _____

Federal Information:

Type of Grant: Department of Transportation - FHWA Grant

Program Title: Metropolitan Transportation Planning

CFDA Number: 20.205

Federal Funds: \$39,100.00

SCOPE OF SERVICES

DVRPC Work Program Description

Exhibit A

PROJECT: 15-61-030 Gloucester County: Supportive Regional Highway Planning Program

Responsible Agency: Gloucester County Planning Department

Project Manager: Sarah Oaks

Goals:

Improve the efficiency of the region's transportation network by participating in sub-regional transportation core planning efforts.

Description:

This is a continuing project that provides for county participation in the regional transportation planning process and the maintenance of county-level plans, programs and data to support the regional transportation planning effort. It ensures local government and citizen coordination of regional and county planning activities, and provides technical assistance to local governments on regional, state and county-level transportation projects.

Tasks:

Task I - Administration:

1. Perform the general administrative duties, including liaison and interagency coordination.
2. Prepare quarterly progress reports and expenditure reports; prepare annual completion report.
3. Develop annual work program for FY 2015.
4. Perform necessary public participation.
5. Review transportation reports and correspondence and provide responses.
6. Attend meetings including DVRPC monthly RTC meetings, quarterly progress report meetings, Planning Work Program meetings, and special meetings as required.

Task II - Transportation Improvement Program:

1. Prepare the Gloucester County TIP in coordination with NJDOT and DVRPC with regard to local project status and formulation of the regional TIP and provide comment.
2. Monitor federal aid program progress.
3. Maintain an inventory of TIP projects and update project status.
4. Formulate scoping projects in coordination with NJ DOT and DVRPC.

Task III - Transportation Plan Maintenance:

1. Coordinate county transportation policies with the regional and state long-range

plans.

2. Monitor and evaluate impact of proposed land development on existing and proposed highway and transit facilities.
3. Monitor certain state highway improvements and proposals.
4. Update the Gloucester County Official Map.
5. Maintain an update of the functional classification system.
6. Review regional, state, and municipal transportation policies for consistency with the county's plan.

Task IV - Transportation Planning Data and Analysis:

1. Prepare and maintain a traffic volume map using data supplied by DVRPC as well as counts taken by the county and share traffic count data with interested parties.
2. Maintain data files supplied by NJDOT as a data source for the transportation efforts.
3. Maintain information on Management Systems such as Bridge, Pavement, Safety, etc.
4. Take traffic counts at selected locations to support transportation studies and to maintain the county's traffic map.
5. Develop and maintain a GIS database for traffic counts.

Products:

1. Quarterly progress and expenditure reports.
2. Summaries on meetings and seminars attended related to highway planning.
3. Annual completion report for FY 2014.
4. FY 2015 work program for Supportive Regional Highway Planning Program.
5. An updated and adopted county Transportation Improvement Program.
6. A brief report on the activities that were undertaken in the planning/implementation of TIP projects.
7. Current and up-to-date version of the Official Map of County Highways and related transportation planning documents, as necessary.
8. Traffic Information available for public use.
9. Updated traffic counts at selected locations to support transportation planning efforts.

Beneficiaries:

Gloucester County.

Project Cost and Funding:

FY	Total	Highway Program	Transit Program	Comprehensive Planning	Other *
2014	\$59,625				\$59,625
2015	\$59,625				\$59,625
2016	\$48,874				\$48,874
2017	\$48,874				\$48,874

*STP-STU, \$39,100 Cash- \$20,525 Match (\$9775 for 15-61-030, \$10,750 for 15-61-080)

Exhibit - C
OBJECT BILLING SUMMARY

AGENCY: Gloucester County

DATE: _____

CONTRACT #: 15-61-030

PROJECT TITLE: Supportive Regional Highway Planning Program

OBJECT CLASSIFICATION	BUDGET	PREVIOUS COST	CURRENT COST	TOTAL COST	BALANCE
PERSONNEL	\$42,000.00				
FRINGE BENEFITS	\$17,025.00				
TRAVEL	\$600.00				
MATERIALS/SUPPLIES	0				
TOTAL	\$59,625.00				
LESS MATCH FOR COMMISSION	\$20,525.00				
AMOUNT PAYABLE	\$39,100.00				



1000 G. BRIDGEMAN ROAD
 8TH FLOOR
 PHILADELPHIA, PA 19104-3820
 PHONE: 215-982-1800
 FAX: 215-982-9555
 WWW.DVRPC.ORG

Exhibit - C
TASK BILLING SUMMARY

AGENCY: Gloucester County

DATE: _____

CONTRACT #: 15-61-030.

PROJECT TITLE: Supportive Regional Highway Planning Program

TASK TITLE	BUDGET	PREVIOUS COST	CURRENT COST	TOTAL COST	BALANCE
Administration	\$6,625.00				
Transportation Improvement Plan	\$23,000.00				
Transportation Plan Maintenance	\$23,000.00				
Data & Analysis	\$7,000.00				
TOTAL	\$59,625.00				

Electronic Copies of this form can be found on our website: http://www.dvrpc.org/asp/Consultant/files/INVOICE_form.pdf

INVOICE

Delaware Valley Regional
Planning Commission
190 N. Independence Mall West – 8th Floor
Philadelphia, PA 19106

Date: _____
Agreement No.: 15-61-030
Reporting Period:
From: _____
To: _____

Attention: Accounting Department

This invoice is submitted consistent with the terms and conditions of the above referenced Agreement:

- | | |
|--|------------|
| 1. Total Cost Incurred During Period | \$ |
| 2. Less Matching for Agency Grant (-34.424%) | \$ |
| 3. Less Retainage, if any | (-) \$0.00 |
| 4. Net Amount Payable | \$ |

Submitted By: _____ Date: _____
(Signature)

Agency: The County of Gloucester, NJ

Project Title: Supportive Regional Highway Planning Program

*Please attach all original invoices.

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

Standard Articles of Agreement

Exhibit –B Form 10

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This document is based on the March 1994 version. The date of all subsequent revisions appears after the Article, Section or paragraph revised.

Article 20: Surveys and Questionnaires was deleted 9-19-97

Last Revision 11-23-98

Article 1: Responsibilities and Services of the SUBRECIPIENT

1.1 Consistent with the COMMISSION's responsibilities to the AGENCY, as its agent and coordinator for the PROJECT, the SUBRECIPIENT shall be responsible for the technical direction, management and conduct of the PROJECT.

1.2 The COMMISSION hereby agrees to engage the SUBRECIPIENT and the SUBRECIPIENT shall perform in a satisfactory and proper manner, as determined by the COMMISSION, such services as are specified by the Agreement and Exhibit "A", Scope of Services, hereinafter referred to as the PROJECT, which is attached hereto and made a part hereof.

1.3 The SUBRECIPIENT hereby agrees to administer the Agreement in accordance with all requirements and regulations of the AGENCY and COMMISSION. The SUBRECIPIENT understands that requirements and regulations may change, however, the most recent of any AGENCY requirements or regulations will govern the administration of this Agreement at any particular time. *Section Revised 2-2-98*

1.4 The SUBRECIPIENT bears primary responsibility for the administration and success of the PROJECT, although the SUBRECIPIENT is encouraged to seek the advice and opinions of the COMMISSION and the AGENCY on problems that may arise. The giving of such advice shall not shift the responsibility for final decisions to the COMMISSION or the AGENCY.

1.5 The SUBRECIPIENT hereby agrees to furnish its services in the amount necessary to complete promptly, effectively and in conformance with professional standards established by the AGENCY and Federal government the services specified by this Agreement. All of the services specified by this Agreement shall be performed by the SUBRECIPIENT and its employees or contractor under the personal supervision of a qualified Project Manager as shall be designated by the SUBRECIPIENT and approved by the COMMISSION. *Section Revised 2-2-98*

The SUBRECIPIENT agrees that the COMMISSION shall not be subject to any obligations or liabilities to any contractor or any other person not party to this Agreement. *Paragraph Added 2-2-98*

1.6 The personnel required to perform the services specified by this Agreement shall be procured by the SUBRECIPIENT. All procurement expenses shall be borne by the SUBRECIPIENT. All personnel engaged in performing the services specified by this Agreement shall be fully qualified and authorized or permitted under State and local law to perform such services. Such personnel shall not be employees of, or have any contractual relationship with the COMMISSION.

1.7 The SUBRECIPIENT is required to submit a monthly summary progress report to the COMMISSION not later than ten (10) days after the close of the preceding month.

This report shall be in narrative form, divided by tasks as specified in the Scope of Services, and include the percentage of progress for each task for the period and to date; a comparison of costs incurred with amounts budgeted; a comparison of work performed to the schedule; where established goals were not met, or slippage has occurred or is anticipated, the report must include a narrative description of the difficulties encountered and the SUBRECIPIENT's proposed solution of the problem.

1.8 Prior to the preparation and completion of final reports, maps, and other documents specified by this Agreement, the SUBRECIPIENT shall provide the specified number of copies of such reports, maps and other documents in draft form to the COMMISSION for discussion, review, and approval.

The SUBRECIPIENT shall solicit and submit with the draft reports, maps, or other documents, comments from policy, technical and citizen advisory committees; local and regional planning agencies; transit operators and political jurisdictions affected by the PROJECT's recommendations. These comments should be directed to the nature and objectives of the PROJECT, report findings and final recommendations.

1.9 The SUBRECIPIENT hereby agrees to provide adequate insurance coverage for its employees working on the PROJECT, accept full responsibility for the deduction and payment of all unemployment insurance, social security, State and Federal taxes, and any other taxes or payroll deductions required by law for its employees.

1.10 The SUBRECIPIENT shall indemnify, save, and hold the COMMISSION and the AGENCY, their officers, employees and agents acting within their official duties, harmless from any and all claims, demands and actions based upon or arising out of any services performed by the SUBRECIPIENT's officers, employees or agents under this Agreement, and shall defend any and all actions brought against the COMMISSION or AGENCY based upon any such claims or demands. *Section Revised 2-2-98*

1.11 None of the personal services specified by this Agreement shall be procured by the SUBRECIPIENT without prior approval of the COMMISSION. This provision does not include commercial services, such as printing, etc. *Section Revised 11-20-98*

1.12 All contracts entered into by the SUBRECIPIENT shall contain all of the provisions of these Standard Articles of Agreement. *Section Revised 11-20-98*

1.13 The SUBRECIPIENT shall maintain a written code or standard of conduct that governs the performance of its officers, employees, board members, or agents engaged in the award and administration of third party contracts or subcontracts supported by Federal assistance. The code of standard shall prohibit officers, employees, board members, or agents participating in the selection, award or administration of a third party contract or sub-agreement supported by Federal assistance if a real or apparent conflict of interest would be involved. *Section Added 11-23-98*

Article 2: Assignability

2.1 The SUBRECIPIENT shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the COMMISSION thereto; provided, however, that claims for compensation due, or to become due the SUBRECIPIENT from the COMMISSION under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COMMISSION.

Article 3: Supervision

3.1 In order that the COMMISSION may meet its obligations to the AGENCY, with respect to supervision of the content and technical quality of the services performed as specified by this Agreement, it is hereby agreed that the services performed by the SUBRECIPIENT under this Agreement shall be under the general supervision and direction of the COMMISSION.

Article 4: Responsibilities of the COMMISSION

The COMMISSION, as Grant recipient and coordinator for the Program, shall:

4.1 Coordinate the PROJECT with all other projects in its Program on a continuing basis to avoid duplication of effort and to insure that all activities in its Program are compatible and interrelated.

4.2 Provide technical assistance to the SUBRECIPIENT required during the development of the PROJECT.

4.3 Provide data existing in the COMMISSION's data file to the SUBRECIPIENT. The cost for this data shall be only that of reproduction or processing. The SUBRECIPIENT shall return to the COMMISSION such information, data, reports, and records as the COMMISSION shall request, and the SUBRECIPIENT shall treat as confidential any materials which may be stipulated by the COMMISSION.

4.4 Prepare periodic progress reports as required by the AGENCY, incorporating the project progress reports prepared by the SUBRECIPIENT.

4.5 The COMMISSION shall, as appropriate, conduct a review of the administration of the PROJECT to determine whether the SUBRECIPIENT has efficiently complied with policies, procedures and regulations of the AGENCY and the obligations of this Agreement.

4.6 After execution of this Agreement, and prior to the first invoice, the COMMISSION's audit staff may hold an "Accounting and Record Keeping" meeting at the

SUBRECIPIENT's offices with their assigned Project Manager, administrative and accounting personnel in order to insure that all procedures and records will be maintained in conformance with Federal Audit Standards and Regulations. *Section Revised 9-19-97*

Article 5: Changes and Amendments

5.1 Administrative changes, such as a change in the designation of the representative of the COMMISSION, or of the office to which a report is to be transmitted, constitute changes to this Agreement and do not affect the substantive rights of the COMMISSION or the SUBRECIPIENT. Such changes may be issued unilaterally by the COMMISSION and do not require the concurrence of the SUBRECIPIENT. Such changes will be in writing and will generally be effected by a letter from the COMMISSION to the SUBRECIPIENT.

Section Revised 9-19-97

5.2 Minor changes, corrections or additions to the Agreement that have been mutually agreed upon by the COMMISSION and the SUBRECIPIENT shall be in writing in the form of a letter from the COMMISSION to the SUBRECIPIENT, setting forth therein the changes, corrections or additions, approved by endorsement of the COMMISSION.

Section Revised 9-19-97

Letters authorizing changes may be issued in the following instances:

- a. When the SUBRECIPIENT requests a budget revision in the Object Line Budget or Task Budget that exceeds five (5%) percent of the total PROJECT costs.
- b. As determined by the COMMISSION, an extension of the Time of Performance is required.
- c. Minor changes or clarifications to the Scope of Services which do not substantively alter the products to be produced.

Paragraph Revised 9-19-97

5.3 Any major PROJECT changes which substantially alter the rights of either party, the cost of the PROJECT, or any major phase thereof, which substantially alter the objective or scope of the PROJECT, or which substantially reduce the time or effort devoted to the PROJECT on the part of the SUBRECIPIENT will require a formal agreement amendment to increase or decrease the dollar amount, the term, or other principal provisions of this Agreement.

5.4 No formal amendment may be entered into unless the COMMISSION has received timely notification of the proposed PROJECT change(s). However, if the COMMISSION determines that circumstances justify such action, they may receive and act upon any request for formal amendment submitted prior to final payment under this Agreement. Formal amendments may be executed subsequently only with respect to matters which

are the subject of final audit or dispute appeals.

5.5 Copies of either or both amendments to the agreement and letters authorizing changes will be attached to the original of this Agreement and to each copy. Such letters and amendments will then become a part thereof.

5.6 The COMMISSION shall prepare all formal amendments. Formal amendments shall be identified by consecutive letters after the Agreement number.

Article 6: Compensation and Method of Payment

6.1 Payment shall be made by the COMMISSION to the SUBRECIPIENT based on monthly or quarterly invoices which shall be submitted in writing by the SUBRECIPIENT to the COMMISSION. These invoices shall consist of:

- a. Invoice form indicating expenditures during the reporting period duly certified by the SUBRECIPIENT.
- b. Detailed account of all personnel working on the PROJECT; hourly rate, number of hours, and total costs. Detailed list of all other costs.
- c. Billing Summary by Object Class.
- d. Billing Summary by Task.

Sample forms are attached.

6.2 Such monthly or quarterly invoices for payment shall be honored and paid by the COMMISSION to the SUBRECIPIENT based on receipt and acceptance by the COMMISSION of the following:

- a. The invoices for payment submitted by the SUBRECIPIENT in accordance with Section 6.1 hereof.
- b. The PROJECT progress reports submitted by the SUBRECIPIENT in accordance with Article 1.7 hereof.

The SUBRECIPIENT's final invoice must be presented within forty-five (45) days after termination of services.

6.3 The final payment shall be made after the COMMISSION has determined that the SUBRECIPIENT has satisfactorily performed the services specified by this Agreement. It is expressly understood and agreed that where the final payment is authorized and payment made to the SUBRECIPIENT prior to final audit, and if at the time of final audit the COMMISSION and/or the United States of America determines items to be ineligible

under the Federal grant contract, the SUBRECIPIENT will make restitution of any overpayment to the COMMISSION for subsequent repayment to the United States of America.

6.4 Allocability of PROJECT costs shall be determined by the following:

- a. The costs must be reasonable within the scope of the PROJECT.
- b. The cost is allocable to the extent of benefit properly attributable to the PROJECT.
- c. Such costs must be accorded consistent treatment through application of generally accepted accounting principles.
- d. The cost must not be allowable to or included as cost of any other federally assisted program in any accounting period (either current or prior).
- e. Such costs must be net costs to the SUBRECIPIENT (i.e., the price paid minus any refunds, rebates or discounts). *Paragraph Replaced 2-2-98*
- f. The SUBRECIPIENT may not delegate or transfer his responsibility for the use of the funds set forth in this Agreement.
- g. Overhead and fringe rates are provisional and subject to audit.

Costs must conform to the applicable US OMB Circular or Federal regulation:

For a legally established government entity - US Office of Management and Budget (OMB) Circular A-87, Revised, "Cost Principals for State and Local Governments".

For institutions of higher education - US OMB Circular A-21, Revised, "Cost Principals for Educational Institutions".

For private non-profit organizations - US OMB Circular A-122, Revised, "Cost Principals for Non-Profit Organizations".

For-private organizations - Federal Acquisition Regulation, 48 CFR Chapter I, Subpart 31.2, "Contracts with Commercial Organizations".

Paragraph Added 2-2-98

6.5 The SUBRECIPIENT shall be paid for progress and final invoices after the COMMISSION has received the appropriate payment from the AGENCY.

6.6 Compensation and method of payment are subject to all special conditions set forth

in the Special Conditions Section of this Agreement.

Article 7: Termination of Agreement for Cause and/or Convenience

7.1 If, through any cause the SUBRECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the SUBRECIPIENT shall violate any of the covenants, agreements or stipulations of this Agreement, the COMMISSION shall thereupon have the right to terminate this Agreement.

7.2 The COMMISSION shall have the right to terminate this Agreement for convenience whenever the COMMISSION shall determine that such termination is in the best interest of the COMMISSION and that continuation of the PROJECT(s) would not produce results commensurate with the further expenditure of funds.

7.3 This Agreement shall be terminated immediately if for any reason the AGENCY terminates, or in any other manner eliminates funds made available to the SUBRECIPIENT by this Agreement.

7.4 The COMMISSION may terminate this Agreement in writing or by telephone. If termination is telephoned, the COMMISSION shall confirm such termination in writing.

- a. In either case, the effective date of the termination shall be the date of notification.
- b. Upon notification of termination, the SUBRECIPIENT must stop incurring costs and cease performance immediately. *Section Revised 9-19-97*

7.5 Upon termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in graphic or electronic format, prepared by the SUBRECIPIENT shall, at the option of the COMMISSION, become the property of the COMMISSION and the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. *Section Revised 9-19-97*

7.6 NOTWITHSTANDING the above, the SUBRECIPIENT shall not be relieved of liability to the COMMISSION for damages sustained by the COMMISSION by virtue of any breach of this Agreement by the SUBRECIPIENT, and the COMMISSION may withhold any payments to the SUBRECIPIENT for the purpose of set-off until such time as the exact amount of damages due to the COMMISSION from the SUBRECIPIENT for breach of this Agreement is determined.

7.7 Prior to termination for cause, the SUBRECIPIENT shall be afforded an opportunity for consultation.

7.8 The Parties may enter into an Agreement to terminate the PROJECT at any time

pursuant to the terms which are consistent with these Articles of Agreement. The Agreement shall establish the effective date of termination of the PROJECT, the basis for settlement of the PROJECT termination costs, and the amount and date of payments of any sums due either party. The COMMISSION shall prepare the termination document.

7.9 The SUBRECIPIENT may not unilaterally terminate the PROJECT work set forth in this Agreement. If, during the development of the PROJECT conditions should change that would warrant complete or partial termination, the SUBRECIPIENT shall give written notice to the COMMISSION of a request for termination. If the COMMISSION determines that there is a good cause for the termination of all or any portion of the PROJECT set forth in this Agreement, the COMMISSION may enter into a termination Agreement or unilaterally terminate the PROJECT pursuant to Article 7.4, effective with the date of cessation of this PROJECT. If the COMMISSION determines that the SUBRECIPIENT has ceased work on the PROJECT without good cause, the COMMISSION may unilaterally terminate the PROJECT pursuant to Article 7.4 of this Agreement, or annul the Agreement pursuant to this Article.

7.10 Upon termination, the SUBRECIPIENT must refund or credit to the COMMISSION that portion of any funds paid or owed the SUBRECIPIENT and allocable to the terminated PROJECT work, except such portion thereof as may be required to meet commitments which had become firm prior to the effective date of termination and are otherwise allowable. The SUBRECIPIENT shall not make any new commitments without COMMISSION approval. The SUBRECIPIENT shall reduce the amount of outstanding commitments insofar as possible and report to the COMMISSION the uncommitted balance of funds set forth in this Agreement. The allocability of termination costs will be determined in conformance with applicable Federal cost principles.

Article 8: Suspension of Agreement - Stop Work Orders

8.1 Work on this PROJECT, or on a portion or phase of this PROJECT, can be ordered stopped by the COMMISSION.

8.2 Work stoppages may be required for good cause, such as, but not limited to, default by the SUBRECIPIENT, failure to comply with the terms and conditions of this Agreement, realignment of programs, lack of adequate funding or advancements in the state-of-the-art.

- a. Generally, use of a stop-work order will be limited to those situations where it is advisable to suspend work on the PROJECT or portion or phase of the PROJECT for important program or AGENCY considerations and a supplemental agreement providing for such suspension is not feasible.
- b. Although a stop-work order may be used pending a decision to terminate by mutual agreement, or for other cause, it will not be used in lieu of the issuance of a termination notice after a decision to terminate has been made.

8.3 Prior to issuance, stop-work orders shall be discussed with the SUBRECIPIENT and should be appropriately modified, at the discretion of the COMMISSION, in the light of such discussions. Stop-work orders will include (a) a clear description of the work to be suspended; (b) instructions as to the issuance of further orders to the SUBRECIPIENT for services; (c) an order to cease performance and stop incurring all further expenditures; and (d) other suggestions to the SUBRECIPIENT for minimizing costs.

8.4 Upon receipt of a stop-work order, the SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within the suspension period, or within any extension of that period to which the Parties shall have agreed, the COMMISSION shall, in writing, either:

- a. cancel the stop-work order, in full or in part;
- b. eliminate the work covered by such order; or
- c. authorize resumption of work.

8.5 If a stop-work order is canceled or the period of the work or any extension thereof expires, or upon authorization to resume the work, the SUBRECIPIENT shall promptly resume the previously suspended work. An equitable adjustment shall be made in the scheduled time frame, or in the Agreement amount, or both of these and the Agreement shall be amended accordingly, provided the SUBRECIPIENT asserts a written claim for such adjustment(s) within sixty (60) days after the end of the period of work stoppage when any of the following occur:

- a. the stop-work order results in an increase in the SUBRECIPIENT's cost properly allocable to the performance of any part of the PROJECT; and/or
- b. a stop-work order is not canceled and the PROJECT WORK covered by such order is within the scope of a subsequently issued termination order. Reasonable costs resulting from the stop-work order shall then be allowed in arriving at the termination settlement.

8.6 However, if the COMMISSION determines the circumstances do not justify an adjustment, it may receive and act upon any such claim asserted in accordance with Articles 9 and 10 of this Agreement.

8.7 Costs shall not be allowable if incurred by the SUBRECIPIENT after a stop-work order is delivered, or within any extension of the stop-work period, with respect to the PROJECT work suspended by such order and which is not authorized by this Article or specifically authorized in writing by the COMMISSION.

8.8 Failure to agree upon the amount of an equitable adjustment due under a

stop-work order shall constitute a dispute under this Agreement.

Article 9: Disputes

9.1 Except as otherwise provided by law, or this Agreement, any dispute arising under this Agreement shall be decided by the COMMISSION who shall reduce its decision to writing and mail, or otherwise furnish a copy thereof to the SUBRECIPIENT.

9.2 A decision of the COMMISSION made pursuant to this Article shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the SUBRECIPIENT mails (certified mail, return receipt requested) or otherwise delivers to the COMMISSION a request for arbitration as set forth in Article 10 hereof.

Article Revised 9-19-97

Article 10: Arbitration

10.1 Any dispute between the parties to this Agreement, which cannot be resolved by good faith negotiation between them, shall be submitted to the American Arbitration Association, whose decision shall be final and binding upon the parties and enforceable in any competent court having jurisdiction of the matter.

10.2 Arbitration proceedings may be initiated at the election of either party by giving ten (10) days written notice to the other, and to the Association, of his demand, and such proceedings shall be conducted according to the prevailing rules of the Association.

10.3 The costs for arbitration proceedings shall be borne by the parties, established by the American Arbitration Association. Arbitration costs may or may not be reimbursable; the AGENCY will consider each on an individual basis.

Article 11: Federal Requirements

11.1 Civil Rights Requirements *Section 11.1 Substantially Revised 11-23-98*

(a) Prohibitions Against Discrimination

The SUBRECIPIENT agrees to comply with, and assure compliance of all contractors with all requirements of 49 U.S.C. § 5332, which prohibits discrimination on the basis on the race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

The SUBRECIPIENT agrees to comply with, and assure compliance by third party contractors at any tier under the PROJECT, with all requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1994, as amended, 42 U.S.C. § 2000d, and the US Department of Transportation regulations, Nondiscrimination in Federally-Assisted Programs of

the Department of Transportation -- Effectuation of the Title VI of the Civil Rights Act", 49CFR Part 21, and any other implementing requirements which may be issued.

(b) Equal Employment Opportunity

The SUBRECIPIENT agrees to comply with, and assure compliance by third party contractors at any tier under the PROJECT with all requirements of Title VII of the Civil Rights Act of 1994, as amended, 42 U.S.C. § 2000e; 49 U.S.C. § 5332; and the rules and regulations of the AGENCY, and specifically shall comply with the following:

- i. The SUBRECIPIENT agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The SUBRECIPIENT to take affirmative action to ensure that applicants for employment and employees are treated during employment, without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities.
- ii. If the SUBRECIPIENT is required to submit and obtain Federal Government approval of its Equal Employment Opportunity (EEO) Program, that EEO program as approved is incorporated by reference and made a part of the Agreement. Failure by the SUBRECIPIENT to carry out the terms of the EEO program shall be treated as a violation of this Agreement. Upon notification to the SUBRECIPIENT of its failure to carry out the approved EEO program, the Federal Government may impose such remedies as it considers appropriate.

(c) Disadvantaged Business Enterprise (DBE) Program

The Delaware Valley Regional Planning Commission is committed to providing opportunities for Disadvantaged Business Enterprises (DBE) to compete for work. DBEs are certified by the Pennsylvania Unified Certification Program (PAUCP) and the New Jersey Unified Certification Program (NJUCP) in accordance with 49 CFR Part 26. Any party that enters into an agreement with DVRPC is encouraged to involve Disadvantaged Business Enterprises in the required work and to submit documentation of any such involvement in the proposal narrative and budget.

Any party that enters into an agreement with DVRPC shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any agreement or in the administration of its DBE program or

the requirements of 49 CFR part 26. All parties to DVRPC agreements shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of any sub-agreements and in addition each prime contractor or SUBRECIPIENT must include the following assurance in any sub-contracts entered into:

- i. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of this agreement.

(d) Nondiscrimination on the Basis of Sex:

To the extent applicable, the SUBRECIPIENT agrees to comply with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681, 1683, and 1685 through 1687, which prohibit discrimination on the basis of sex and any additional Federal requirements or regulations which may be promulgated.

(e) Nondiscrimination on the Basis of Age:

The SUBRECIPIENT agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 through 6107. And implementing regulations, which prohibit discrimination on the basis of age.

(f) Access Requirements for Persons with Disabilities:

The SUBRECIPIENT agrees to comply with the requirements of 49 U.S.C. § 5301(d) which express the Federal policy that the elderly and persons with disabilities have the same rights as others to use mass transportation services and facilities, and that special efforts shall be made in planning and designing these services and facilities to implement those policies. The SUBRECIPIENT also agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 42 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disability Act of 1990, as amended, 42 U.S.C §§ 12101 *et seq.*, which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

- i. USDOT regulations, "Transportation Services for Individuals with Disabilities (ADA)", 49 CFR Part 37.
- ii. USDOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance", 49 CFR part 27.

- iii. Joint US Architectural and Transportation Barriers Compliance Board / USDOT regulation, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles", 36 CFR Part 1192 and 49 CFR Part 38.
- iv. US Department of Justice regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services", 28 CFR Part 35.
- v. US Department of Justice regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and Commercial Facilities", 28 CFR Part 36.
- vi. US General Services Administration regulations, "Accommodations for the Physically Handicapped", 41 CFR Subpart 101-19.
- vii. US Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment provisions of the Americans with Disabilities Act", 29 CFR part 1630.
- viii. US Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Hearing and Speech Disabled", 47 CFR Part 65, Subpart F.
- ix. Federal Transit Administration (FTA) regulations, "Transportation for Elderly and Handicapped Persons", 49 CFR part 609.
- x. Any implementing requirements the FTA may issue. Note: the above regulations essential provide that no otherwise qualified handicapped person shall, solely by reason of his or her handicap, be excluded from participation in, be denied the use of, or otherwise be subjected to discrimination under any program, activity or facility that receives or benefits from Federal financial assistance.

(h) Confidentially & Other Civil Rights Protections Related to Drug or Alcohol Abuse or Alcoholism:

The SUBRECIPIENT agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Pub. L. 91-616, December 31, 1970, and the Public Health Services Act of 1912, 42 U.S.C. §§ 290dd-3 and 290ee-3, including any amendments to these Acts.

11.2 Political Activity

The provisions of the "Hatch Act", 5 U.S.C. §§ 1501 through 1508 and 7324 through 7326 and U.S. Office of Personnel Management regulations, "Political Activity of State and Local Officers or Employees", Title 5 C.F.R Part 151, Code of Federal Regulations, shall apply to the extent of the regulations. *Section Revised 11-23-98*

A Federal employee (this includes City, State and Municipal workers receiving Federal money, grants or loans, but does not include non-supervisory personnel) may not use his official authority or influence for the purpose of affecting the result of an election, nor may he take an active part in political management or political campaigns. *Section Revised 11-23-98*

11.3 Disclosure of Information

All information obtained by the SUBRECIPIENT in this PROJECT and submitted to the COMMISSION is subject to disclosure to others, as provided for under the Freedom of Information Act 5 U.S.C. 552. In addition, the COMMISSION acquires the right, unless otherwise provided, to use and disclose all PROJECT data.

11.4 Clean Air and Clean Water

The SUBRECIPIENT hereby agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 et. seq.), and/or the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et. seq.). *Section Revised 9-19-97*

11.5 Energy Conservation Program

The SUBRECIPIENT agrees to comply with the mandated energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq. *Section Revised 9-19-97*

11.6 Historic Preservation

In connection with carrying out this Project, the SUBRECIPIENT shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order No. 11593, (16 U.S.C. 469a-1 et seq.), by:

- (a) Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in, or eligible for inclusion in, the National Register of Historic Places that may be affected by the PROJECT, and notifying the AGENCY of the existence of any such properties; and by,
- (b) Complying with all requirements established by the AGENCY to avoid or mitigate adverse effects upon Historic properties. *Section Revised 9-19-97*

11.7 Environmental Requirements

The SUBRECIPIENT shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," and any other applicable rule or regulation of the AGENCY.

Section Added 9-19-97

11.8 Resource Conservation and Recovery Act

The SUBRECIPIENT shall comply with all applicable requirements of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.

Section Added 2-2-98

11.9 Comprehensive Environmental Response, Compensation, and Liability Act

The SUBRECIPIENT shall comply with all applicable requirements of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended 42 U.S.C. §§9601 et seq.

Section Added 2-2-98

11.10 Contract Work Hours and Safety Standards Act

The SUBRECIPIENT shall comply with all applicable requirements, including non-construction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332.

Section Added 2-2-98

11.11 Metric System

To the extent required by the AGENCY, the SUBRECIPIENT agrees to use the metric system of measurement in the PROJECT and to the extent practicable and feasible, accept products and services with dimensions expressed in the metric system of measurement.

Section Added 9-19-97

11.12 False or Fraudulent Statements and Claims

The SUBRECIPIENT agrees to comply with the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3801 et seq. and the AGENCY's regulations, and certifies and affirms the truthfulness and accuracy of any statement, claim, submission or certification it has made, it makes, or it may make pertaining to this Agreement.

Section Added 9-19-97

11.13 Incorporation of Provisions

The SUBRECIPIENT shall include the provisions of paragraphs 11.1 through 11.13

in every subcontract under this Agreement, including procurement of materials which shall be secured in compliance with AGENCY regulations and OMB Circular A-102, and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The SUBRECIPIENT shall take such action with respect to any subcontract or procurement under this Agreement, as the COMMISSION, AGENCY or Federal Government may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a SUBRECIPIENT becomes involved in, or is threatened with, litigation with a contractor or supplier as a result of such direction, the SUBRECIPIENT may request the COMMISSION to enter into such litigation to protect the interests of the COMMISSION and, in addition, the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

Article 12: Interest of Members of the COMMISSION and Others

12.1 No officer, member or employee of the COMMISSION or AGENCY, and no member of its governing body, and no other public official of the governing body of the locality or any other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of the PROJECT, shall have any personal interest, direct or indirect, apart from his official duties, in this Agreement or the proceeds thereof.

Article 13: Interest of the SUBRECIPIENT

13.1 The SUBRECIPIENT covenants that no member, officer or employee of the SUBRECIPIENT has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services, required to be performed under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Article 14: Interest of Members of Congress

14.1 No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement, or to any benefit therefrom.

Article 15: Audit and Inspection of Records

15.1 The SUBRECIPIENT shall keep, or cause to be kept, accurate records and books of accounts, and shall record and report with all essential details the receipt and disbursement of all funds under the terms of this Agreement in accordance with generally accepted accounting principles and procedures. All costs charged against this Agreement shall be supported by properly executed payrolls, time records, invoice, contracts and vouchers evidencing in proper detail the nature and propriety of the charges. All accounting records shall readily provide a breakdown of costs in accordance

with the line items shown on the latest approved budget. The SUBRECIPIENT shall permit and shall require its contractors to permit, the COMMISSION, the AGENCY and the Comptroller General of the United States, or any of their duly authorized representatives, access at all reasonable times, to all records and books of accounts pertaining to this Agreement. The SUBRECIPIENT agrees that any payment made by the COMMISSION to the SUBRECIPIENT, and any expenditures of the SUBRECIPIENT under the terms of this Agreement, are subject to audit by the COMMISSION.

15.2 The SUBRECIPIENT agrees to remit to the COMMISSION any excess payments made to the SUBRECIPIENT, any costs disallowed as a result of audit, and any amounts recovered by the SUBRECIPIENT from third parties or other sources.

Paragraph Added 11-23-98

15.3 The SUBRECIPIENT shall preserve all documents, records and books of account pertaining to this Agreement for a period of three (3) years from the date of final payment for inspection and/or audit by any authorized representative of the COMMISSION, AGENCY and the Comptroller General of the United States, and copies thereof, if requested, shall be furnished to any of the foregoing. The COMMISSION or the AGENCY may request the SUBRECIPIENT to surrender all records at the end of the three (3) year period for additional storage.

15.4 The SUBRECIPIENT shall provide the COMMISSION with an audit prepared in conformance with the Single Audit Amendments of 1996, 31 U.S.C. §§ 7501 *et seq.*, in accordance with U.S. OMB Circular A-133, "Audit of the States, Local Governments and Non-Profit Organizations", and the latest US Department of Transportation A-133 Compliance Supplement. The audit shall include the funds provided by the COMMISSION and shall be made available to the COMMISSION in a timely manner. The SUBRECIPIENT understands that the audit may be made available to the AGENCY and the Comptroller General of the United States.

Paragraph Revised 11-23-98

15.5 Should the COMMISSION audit the SUBRECIPIENT in place of the audit performed under 15.4 above, the COMMISSION's audit of the SUBRECIPIENT is reviewed and accepted by an independent certified public accounting firm and the cognizant Federal Audit Agency which is consistent with the COMMISSION's single annual audit concept as approved by the Government, and the COMMISSION shall permit the authorized representatives of the independent certified public accounting firm, the AGENCY or the Comptroller General of the United States to inspect and audit all data and records of the COMMISSION relating to the SUBRECIPIENT's performance under this Agreement.

Article 16: Identification of Documents

16.1 All reports, publications and other documents, except those prepared or completed exclusively for internal use shall carry the following notation on the front cover or title page or, in case of maps, in the title block:

"The preparation of this report (map, document, etc.) was financed in part through funds made available by the Delaware Valley Regional Planning Commission from a grant by the United States (Agency's name). The contents do not necessarily reflect the views or policies of the Delaware Valley Regional Planning Commission, the AGENCY or the Federal Government and neither assumes liability for its contents or use".

Article 17: Publicity

17.1 Press releases and other public dissemination of information by the SUBRECIPIENT concerning the PROJECT work shall be coordinated with the COMMISSION and AGENCY and acknowledge AGENCY grant support.

Article 18: Rights in Data, Copyrights, and Disclosure

18.1 The COMMISSION and/or AGENCY reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for government purposes of (1) any subject data developed under this Agreement by the SUBRECIPIENT or any subcontract at any tier, whether or not a copyright has been obtained, and (2) any rights of copyright to which SUBRECIPIENT or contractor at any tier, purchases ownership financed under this Agreement.

18.2 Definition. The term "Data" as used herein includes written reports (progress, draft and final), studies, drawings or other graphic, electronic, chemical or mechanical representations, and work of any similar nature which are required to be delivered under this Agreement. It does not include the SUBRECIPIENT's financial reports, or other information incidental to contract administration.

18.3 Data submitted to and accepted by the COMMISSION under this Agreement shall be the property of the COMMISSION and/or AGENCY and it shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate, including making it available to the general public. Such use shall be without any additional payment to, or approval by, the SUBRECIPIENT.

18.4 No data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The SUBRECIPIENT relinquishes any and all copyrights and/or copyright rights, and/or privileges to data developed or prepared under this Agreement. The SUBRECIPIENT shall not include in the data any copyrighted matter, unless the SUBRECIPIENT provides the COMMISSION with written permission of the copyright owner for the SUBRECIPIENT to use such copyrighted matter.

18.5 The SUBRECIPIENT bears responsibility for the administration of the PROJECT and therefore the SUBRECIPIENT alone is liable for any claims of copyright infringement for any copyrighted material.

18.6 It is a condition precedent to SUBRECIPIENT's compensation that he report to the COMMISSION, within 15 days and in reasonable written detail, each notice or claim of copyright infringement based on the performance under the PROJECT or out of work, or services, performed hereunder. The SUBRECIPIENT shall furnish to the COMMISSION, when requested by the COMMISSION, all evidence and information in possession of the SUBRECIPIENT pertaining to such suit or claim. *Article Revised 9-19-97*

Article 19: Confidentiality

19.1 At no time, without written COMMISSION approval, may the SUBRECIPIENT divulge or release information, reports, recommendations or things of a like nature developed or obtained in connections with performance of this Agreement that are of direct interest to the COMMISSION.

- (a) The COMMISSION has direct interest in the SUBRECIPIENT's material when the SUBRECIPIENT's PROJECT is to be made a part of a larger PROJECT still under the supervision of the COMMISSION.
- (b) When such "direct interest" exists, it will be identified in the special conditions clause found in the body of the contract.

19.2 After the Agreement period, SUBRECIPIENT may divulge or release information that is of direct interest to the SUBRECIPIENT, but which has no direct interest to the COMMISSION.

Article 20: Patent Rights

20.1 Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived, or for the first time actually or constructively reduced to practice by the SUBRECIPIENT or its employees or contractor, in the course of, in connection with, or under the terms of this Agreement, the SUBRECIPIENT shall immediately give the COMMISSION written notice and shall promptly furnish a complete report. The COMMISSION shall promptly notify the AGENCY. Unless the AGENCY or Federal Government later makes a contrary determination in writing, the SUBRECIPIENT, or contractor at any tier, agrees it will transmit to the AGENCY those rights due in any invention resulting from that third party contract as described in the U. S. Department of Commerce regulations " Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" 37 C.F.R. Part 401. *Major Revision 9-19-97*

Article 21: Liquidated Damages

21.1 The SUBRECIPIENT agrees that the COMMISSION shall retain ten percent (10%) of the Agreement amount from Federal funds made available under this

Agreement, to be used as a set off for reimbursing the COMMISSION for the cost to administer this Agreement should performance extend beyond the period of performance set forth in the Time of Performance Section of this Agreement.

21.2 The COMMISSION shall retain Ten Dollars per business day as liquidated damages for each day that performance is extended beyond the time fixed for performance in the Time of Performance set forth in this Agreement. The total sum to be charged by the COMMISSION for the entire delay in performance shall not be in excess of the ten percent (10%) held in retainage.

21.3 The COMMISSION shall, upon acceptance of the Draft Final Report promptly pay the SUBRECIPIENT any funds due from the retainage:

21.4 The decision by the COMMISSION to impose a daily charge for delay, or to excuse said delay, shall be final. A delay in performance by the SUBRECIPIENT may be excused by the COMMISSION if, in its sole discretion, it deems the delay to be a cause or causes beyond the control of the SUBRECIPIENT.

Article 22: Invoice Forms and Time Sheets

22.1 Sample forms which may be used by the SUBRECIPIENT in presenting its invoices in compliance with Article 6 hereof are attached hereto.

22.2 In order to comply with Federal Audit Regulations, each employee who works on the PROJECT must account for 100% of his or her time, although he or she only works on the PROJECT part of the time. The object of this requirement is to prove that the employee is accounting for and assigning 100% of his or her time. This requirement shall also apply to any consultant or contractor engaged by the SUBRECIPIENT.

Article 23: Certification of Non-collusion

23.1 The parties hereto hereby certify that neither the COMMISSION nor the SUBRECIPIENT, or their representatives have:

- (a) been required nor have, either directly or indirectly, as an expressed or implied condition for obtaining this Agreement, employed or retained or agreed to employ or retain, any firm or person;
- (b) been required nor have, paid or agreed to pay, to any firm or person, except bona fide employees of the COMMISSION and SUBRECIPIENT, any fee, contribution, donation, or other consideration of any kind to solicit to secure this Agreement;
- (c) acknowledged that this certification is subject to applicable laws of the Commonwealth of Pennsylvania and/or State of New Jersey, and the United States of America, both criminal and civil.

Article 24: Restrictions on Lobbying

24.1 The SUBRECIPIENT hereby certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit US Government Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification 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.
- (d) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Article 25: Entire Agreement

25.1 The Agreement Proper, the Scope of Services and these Standard Articles of Agreement and any other exhibit attached hereto constitute the entire understanding between the two parties hereto.

- (a) No amendment or modification changing its scope or terms have any force or effect unless they meet the criteria set forth in Article 5, hereof.
- (b) Any item that is to be deleted or modified from these the Standard Articles of Agreement shall be set forth in section: "Special Conditions" of the Agreement Proper.

C-6

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT NO. 15-53-312 WITH THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR A GRANT IN THE AMOUNT OF \$30,000.00 FOR THE FISCAL YEAR 2015 REGIONAL GIS PROGRAM

WHEREAS, the Delaware Valley Regional Planning Commission (hereinafter the "DVRPC") has received funds from the United States Department of Transportation, Federal Transit Administration, for the Fiscal Year 2015 Regional GIS Program (hereinafter the "GIS Program"); and

WHEREAS, the DVRPC has made grants to the County in past years for the GIS Program to support the County Planning Division's continued participation in the development of the DVRPC's GIS Program; and

WHEREAS, the DVRPC has agreed to make a grant available again to the County to allow for the County's continued participation in the development of the GIS Program in accord with the terms and conditions of Agreement No. 15-53-312 (hereinafter the "Agreement"); and

WHEREAS, the Agreement provides for funding from the DVRPC to the County in the sum of \$30,000.00 for the County Planning Division to continue participation in the development of the GIS Program; and

WHEREAS, the County's Planning Department has the expertise to provide the services as required in the Agreement; and

WHEREAS, the Board of Chosen Freeholders of the County desires to continue participation in the GIS Program; and to thereby obtain the \$30,000.00 in grant funding from the DVRPC.

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 Agreement No. 15-53-312 with the Delaware Valley Regional Planning Commission in the amount of \$30,000.00 to allow for the County's continued participation in the GIS Program, as above set forth.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, August 6, 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: 7/10/14

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

2. GRANT TITLE: Regional GIS Program

3. GRANT TERM: FROM: July 1, 2014 TO: June 30, 2015

4. COUNTY DEPARTMENT: Public Works – Planning Division

5. DEPT. CONTACT PERSON & PHONE NO. Rick Westergaard/ (856) 307-6650

6. NAME OF FUNDING AGENCY: Delaware Valley Regional Planning Commission

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): DVRPC is providing \$30,000.00 to continue County participation in the development of a Regional GIS Implementation & Coordination Program. The funds will be used primarily to offset salaries in developing the region wide system as well as providing for equipment for upgrading capabilities and for training purposes.

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

<u>NAME</u>	<u>AMOUNT</u>	<u>NAME</u>	<u>AMOUNT</u>
<u>Theresa Ziegler</u>	<u>\$17,500.00</u>	<u>Jessica Lucas</u>	<u>\$1,000.00</u>

9. TOTAL SALARY CHARGED TO GRANT \$ 18,500.00

10. INDIRECT COST (IC) RATE: %

11. IC CHARGED TO GRANT : \$

12. FRINGE BENEFIT RATE CHARGED TO GRANT: 56.83%

13. DATE APPLICATION DUE TO GRANTOR: N/A

14. FINANCIAL:

REQUESTED

MANDATED

GRANT FUNDS: \$30,000.00

CASH MATCH: \$0

(Attach Documentation)

IN KIND MATCH: \$-0
(Attach Documentation)

TOTAL PROGRAM BUDGET: \$ 30,000.00

15. DID YOU READ THE GRANT/CONTRACT AND UNDERSTAND ITS TERMS?

X YES NO

16. HAS THE DESCRIPTION BEEN E-MAILED TO THE COUNTY GRANTS COORDINATOR, WHO WILL FORWARD IT TO THE CLERK OF THE BOARD.

ghayes@co.gloucester.nj.us

X YES NO

DEPT. HEAD:

Richard Westergaard
Signature

DATE: 7-10-14

DEPARTMENTAL USE ONLY

DATE RECEIVED BY GRANTS DIVISION:

DATE RECEIVED BY BUDGET OFFICE:

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. _____
Signature

2. _____
Signature

2014 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS
REGIONAL GIS PROGRAM BUDGET

101 SALARIES & WAGES

Covers salaries for Planning Staff to perform duties outlined in the FY 2014 Regional GIS Implementation and Coordination contract required related to the Region Wide Transportation GIS Program.

AMOUNT: \$ 18,500.00

994 FRINGE BENEFITS

AMOUNT: \$ 6,500.00

652 DATA PROCESSING EQUIPMENT

It is vital that we maintain a level of technical sophistication that allows the Division to produce accurate mapping, which is a key component of this grant. The Planning Division plans to use a portion of the funds for the purchase of a new computer able to efficiently run the ARC GIS programs used for mapping purposes.

AMOUNT: \$5,000.00

TOTAL : \$30,000.00

FORM C-2
SUBMISSION DATE: 7/10/14
REVISION DATE: _____

DEPARTMENT: Public Works/Planning



BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

FREEHOLDER LIAISON
Heather Simmons

MEMORANDUM

To: Heather Simmons, Freeholder Liaison

From: Rick Westergaard, Planning Director

Re: Regional GIS Grant

Date: 7/11/14

Planning Division staff has submitted the necessary documentation to have an item placed on a future Freeholder Board Meeting agenda. The agenda request is to execute contract number 15-53-312, which is an agreement between the County of Gloucester and the Delaware Valley Regional Planning Commission for Regional GIS Program grant in the amount of \$30,000.

This grant enables the Planning Division of Gloucester County to participate in regional GIS planning activities and supports the County's GIS services, which as you know, is utilized by many of the County's Departments for mapping and data collection.

Thank you.

Cc: George Hayes, Accountant Liaison



DEPARTMENT OF PUBLIC
WORKS
PLANNING DIVISION

DIRECTOR
Larry Haynes, Sr.

PLANNING DIRECTOR
Richard Westergaard,
PP/AICP

OFFICE OF GOVERNMENT
SERVICES

1200 N. Delsea Drive
Clayton, NJ 08312

Phone 856.307.6650
Fax 856.307.6656

rwestergaard@co.gloucester.nj.us

www.co.gloucester.nj.us

June 24, 2014

Mr. Richard Westergaard, Planning Director
The County of Gloucester, NJ
Gloucester County Administration Building
1200 N. Delsea Drive
Clayton, NJ 08312

Project Number: 15-53-312
Project Title: Regional GIS

Dear Mr. Westergaard:

Enclosed are two copies of an agreement between The Delaware Valley Regional Planning Commission (DVRPC) and **The County of Gloucester, NJ** for your review.

Please be sure to complete the enclosed **Object** and **Task Billing** pages – (**Exhibit C**), as described in **Section: 3** of the agreement. Also attached, please return the **Title VI Self-Certification Form** – (**Exhibit D**), as described in **Section: 7** of the agreement.

Please note: The agreement cannot be executed and invoices cannot be paid if the budget pages and Title VI Self-Certification Form are not returned.

Please sign and return both copies and corresponding documentation to my attention at DVRPC, and a fully executed copy will be returned for your records. If you have any questions, I can be reached at 215-238-2914 or cridgeway@dvrpc.org.

Best Regards,

Chanelle Ridgeway

Chanelle Ridgeway,
Contracts Administrator

Copies: Sarah Oaks, DVRPC

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

Amount: \$30,000

No. 15-53-312

AGREEMENT

BY AND BETWEEN

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

AND

THE COUNTY OF GLOUCESTER, NJ

This agreement, made at Philadelphia, Pennsylvania, this 1st day of July, 2014, by and between the Delaware Valley Regional Planning Commission, a body politic and corporate, created by Act No. 103 of June 30, 1965, P.L. 153, reenacted and amended by Act 43 of June 30, 1967, P.L. 155, of the Session of the General Assembly of Pennsylvania, and the Legislature of the State of New Jersey in Chapter 149 of the Laws of 1966, as amended and supplemented, having its principal office at the American College of Physicians Building, 190 N. Independence Mall - West, Philadelphia, Pennsylvania 19106, hereinafter referred to as the COMMISSION;

And

The County of Gloucester, NJ, located at Gloucester County Administration Building, 2 South Broad Street, Woodbury, New Jersey 08096 hereinafter referred to as the SUBRECIPIENT.

WITNESSETH:

WHEREAS, the COMMISSION has entered into Agreement with the New Jersey Department of Transportation, hereinafter collectively referred as the AGENCY, whereby the COMMISSION is to perform certain obligations under its Agreement in the

accomplishment of a grant from the following Agency:

Agency	Funds	Source of Funds	Date
New Jersey Department of Transportation	\$30,000	Federal Highway Administration - NJ	07/01/2014

WHEREAS, the SUBRECIPIENT will perform certain services under this Agreement in connection with Project No. 15-53-312, Regional GIS, in the COMMISSION's FY 2015 Work Program, hereinafter referred to as the PROJECT; and

WHEREAS, the SUBRECIPIENT is qualified to perform the services as herein set forth, being duly selected in accordance with the COMMISSION's SUBRECIPIENT Selection Procedures; and

WHEREAS, the PROJECT will be coordinated by the COMMISSION's Executive Director, or designee, with other elements of the COMMISSION's overall program of regional planning, to avoid duplication of effort and to ensure that all activities in the program are compatible and interrelated;

Consistent with the COMMISSION's responsibilities to the AGENCY, as its agent and coordinator for the PROJECT, the SUBRECIPIENT shall be responsible for the technical direction, management and conduct of the PROJECT and administratively responsible to the COMMISSION.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter expressed, and intending to be legally bound hereby, the parties hereto agree as follows:

Section 1: General Conditions

1.1 The COMMISSION hereby agrees to engage the SUBRECIPIENT and the SUBRECIPIENT agrees to perform such services as are specified in this Agreement, Exhibit "A", Scope of Services, DVRPC Work Program Description, and the Standard Articles of Agreement, DVRPC Form No. 10, Exhibit "B". These two exhibits are attached hereto and made a part hereof by reference.

Section 2: Contract Funding

2.1 The estimated cost of the PROJECT is \$30,000 funded as shown by the following:

Funds Provided by Agencies: \$30,000.00

SUBRECIPIENT Local Match:

SUBRECIPIENT Match for COMMISSION: \$0.00

Commission Contribution:

Other Contributions:

Total Amount: \$30,000

Section 3: Method of Payment

3.1 The work to be performed by the SUBRECIPIENT shall be on a cost-reimbursable basis with payments based on the submission of invoices and progress reports documenting the work completed during the period reported.

3.2 SUBRECIPIENT'S spending will be in accordance with the Object Budget attached and made part of this agreement as Exhibit "C". If applicable, a Task Budget shall be included as a part of Exhibit "C". During the term of this agreement requests to modify either budget shall be made in writing to the COMMISSION's Contracts Officer.

3.3 The amount payable by the COMMISSION to the SUBRECIPIENT shall

not exceed Thirty Thousand Dollars (\$30,000.00). The SUBRECIPIENT understands and agrees that reimbursement of costs will be after receipt of AGENCY funds by the COMMISSION.

Section 4: Administration of Agreement

4.1 The Executive Director of the COMMISSION, or his/her designee, shall be the authorized agent to act on behalf of the COMMISSION in the administration of this Agreement; shall give notices, issue change orders, and otherwise represent the COMMISSION in the negotiation of matters arising out of this Agreement.

4.2 The Principal of the SUBRECIPIENT, or his/her designee, shall be the authorized agent to act on behalf of the SUBRECIPIENT in the administration of this Agreement and in the negotiation of matters arising out of this Agreement.

Section 5: Time of Performance

5.1 The SUBRECIPIENT shall commence work upon the agreement date of the contract. The SUBRECIPIENT shall complete work on the PROJECT no later than June 30, 2015.

Section 6: Coordination and Cooperation

6.1 The SUBRECIPIENT agrees to provide the COMMISSION with sufficient copies of all materials and documents, in a timely manner, which are necessary for the COMMISSION to meet its obligations to the AGENCY.

6.2 The SUBRECIPIENT understands that the services to be provided by the SUBRECIPIENT form input to the COMMISSION's overall planning program and must be provided in accordance with the COMMISSION's schedule.

Section 7: Policy Statement

7.1 The Title VI Self-Certification Form is attached as Exhibit "D". The SUBRECIPIENT agrees to fill out and transmit the Title VI Self-Certification Form to DVRPC along with the signed agreements.

Section 8: Special Conditions

8.1 The Standard Articles of Agreement, Exhibit "B" hereto are hereby modified as follows:

Article 1.7- The first sentence shall read: The SUBRECIPIENT is required to submit a quarterly summary progress report to the COMMISSION no later than thirty (30) days after the close of the preceding quarter.

Article 6 - Invoices shall be submitted on a quarterly basis. Invoices must be submitted on SUBRECIPIENT's letterhead and include a progress report. Final invoices for this project must be submitted no later than August 15, 2015, or payment cannot be assured. All other conditions of Article 6 remain unchanged.

IN WITNESS WHEREOF, the COMMISSION and the SUBRECIPIENT have executed this Agreement as of the date above first written, intending to be legally bound hereby.

ATTEST:

DELAWARE VALLEY REGIONAL
PLANNING COMMISSION

(SEAL)

By: _____
Barry Seymour, Executive Director

Date _____

ATTEST:

THE COUNTY OF GLOUCESTER, NJ

(SEAL)

By: _____
Robert Damminger, Freeholder Director
The County of Gloucester, NJ

Date _____

Federal Information:

Type of Grant: Department of Transportation - FHWA Grant

Program Title: Highway Planning and Construction

CFDA Number: 20.205

Federal Funds: \$30,000.00

SCOPE OF SERVICES

DVRPC Work Program Description

Exhibit A

**FY2015 Region-wide Transportation GIS Subcontract Scope
Gloucester County**

Task 1: Coordination

Communication between participating agencies continues to be the key to the success of this project. Coordination between agencies and related programs is necessary to resolve technical and policy issues and make effective use of available funding.

- a) Attend all project-related meetings as necessary.
- b) Provide input as it relates to project direction and focus.
- c) Participate in development of all project documentation.
- d) Submit, via email, all acquisition requests to DVRPC Project Manager for approval prior to making acquisitions.
- e) Submit quarterly progress report along with updated object budget, task budget, and receipts.

Task 2: Upgrading Capabilities

It is vital that all participating agencies maintain a level of technical sophistication that allows for advances in methodologies and potential solutions to be achieved across the region. The acquisition and maintenance of hardware and software, the attendance of related conferences, seminars, and training may be eligible under the project budget. Project funding may also be used to hire and/or maintain staff or consultants that are working on tasks related to this project.

- a) Acquire hardware and software as approved for use in the project.
- b) Pay for annual maintenance for hardware and software support and upgrades.
- c) Augment staff that is performing tasks related to the project.
- d) Develop staff capabilities through conferences, seminars, and training.

Task 3: Data Development and Sharing

The goal of this project continues to be to facilitate the use of transportation data provided by State and participating agencies. The development, maintenance, and sharing of transportation-related data are necessary steps towards achieving our goal.

- a) Contribute existing transportation-related data as necessary.
- b) Identify and develop new transportation-related data as required by the project.
- c) Insure that all contributing data meets project standards and is made available to participants.
- d) Perform periodic updates as requested.
- e) Share methodologies related to effective and innovative use of transportation data to project participants as requested.

Exhibit - C
OBJECT BILLING SUMMARY

AGENCY: Gloucester County

CONTRACT #: 15-53-312

PROJECT TITLE: Regional GIS

DATE: _____

OBJECT CLASSIFICATION	BUDGET	PREVIOUS COST	CURRENT COST	TOTAL COST	BALANCE
PERSONNEL	\$18,500.00				
FRINGE BENEFITS	\$6,500.00				
TRAVEL					
MATERIALS/SUPPLIES	\$5,000.00				
TOTAL	\$30,000.00				
LESS MATCH FOR COMMISSION	-0-				
AMOUNT PAYABLE	\$30,000.00				

INVOICE

Delaware Valley Regional Planning Commission
The American College of Physicians Building
190 N. Independence Mall West - 8th Floor
Philadelphia, Pa. 19106-1520

Date: _____
Project No.: _____

Reporting Period
From: _____
To: _____

Attention: Accounting

This invoice is submitted consistent with the terms and conditions of the above referenced agreement:

1. Total Cost Incurred During Period		\$ _____
2. Less Matching for Agency Grant	(%)	\$ _____
3. Net Amount Payable		\$ _____

Submitted By: _____

(Signature)

Agency: _____

Project Title: _____

*** Note:**

Invoices must be submitted on a quarterly basis and include a progress report. Please submit on letterhead and attach all original invoices.

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

Standard Articles of Agreement

Exhibit -B Form 10

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This document is based on the March 1994 version. The date of all subsequent revisions appears after the Article, Section or paragraph revised.

Article 20: Surveys and Questionnaires was deleted 9-19-97

Last Revision 11-23-98

Article 1: Responsibilities and Services of the SUBRECIPIENT

1.1 Consistent with the COMMISSION's responsibilities to the AGENCY, as its agent and coordinator for the PROJECT, the SUBRECIPIENT shall be responsible for the technical direction, management and conduct of the PROJECT.

1.2 The COMMISSION hereby agrees to engage the SUBRECIPIENT and the SUBRECIPIENT shall perform in a satisfactory and proper manner, as determined by the COMMISSION, such services as are specified by the Agreement and Exhibit "A", Scope of Services, hereinafter referred to as the PROJECT, which is attached hereto and made a part hereof.

1.3 The SUBRECIPIENT hereby agrees to administer the Agreement in accordance with all requirements and regulations of the AGENCY and COMMISSION. The SUBRECIPIENT understands that requirements and regulations may change, however, the most recent of any AGENCY requirements or regulations will govern the administration of this Agreement at any particular time. *Section Revised 2-2-98*

1.4 The SUBRECIPIENT bears primary responsibility for the administration and success of the PROJECT, although the SUBRECIPIENT is encouraged to seek the advice and opinions of the COMMISSION and the AGENCY on problems that may arise. The giving of such advice shall not shift the responsibility for final decisions to the COMMISSION or the AGENCY.

1.5 The SUBRECIPIENT hereby agrees to furnish its services in the amount necessary to complete promptly, effectively and in conformance with professional standards established by the AGENCY and Federal government the services specified by this Agreement. All of the services specified by this Agreement shall be performed by the SUBRECIPIENT and its employees or contractor under the personal supervision of a qualified Project Manager as shall be designated by the SUBRECIPIENT and approved by the COMMISSION. *Section Revised 2-2-98*

The SUBRECIPIENT agrees that the COMMISSION shall not be subject to any obligations or liabilities to any contractor or any other person not party to this Agreement. *Paragraph Added 2-2-98*

1.6 The personnel required to perform the services specified by this Agreement shall be procured by the SUBRECIPIENT. All procurement expenses shall be borne by the SUBRECIPIENT. All personnel engaged in performing the services specified by this Agreement shall be fully qualified and authorized or permitted under State and local law to perform such services. Such personnel shall not be employees of, or have any contractual relationship with the COMMISSION.

1.7 The SUBRECIPIENT is required to submit a monthly summary progress report to the COMMISSION not later than ten (10) days after the close of the preceding month.

This report shall be in narrative form, divided by tasks as specified in the Scope of Services, and include the percentage of progress for each task for the period and to date; a comparison of costs incurred with amounts budgeted; a comparison of work performed to the schedule; where established goals were not met, or slippage has occurred or is anticipated, the report must include a narrative description of the difficulties encountered and the SUBRECIPIENT's proposed solution of the problem.

1.8 Prior to the preparation and completion of final reports, maps, and other documents specified by this Agreement, the SUBRECIPIENT shall provide the specified number of copies of such reports, maps and other documents in draft form to the COMMISSION for discussion, review, and approval.

The SUBRECIPIENT shall solicit and submit with the draft reports, maps, or other documents, comments from policy, technical and citizen advisory committees; local and regional planning agencies; transit operators and political jurisdictions affected by the PROJECT's recommendations. These comments should be directed to the nature and objectives of the PROJECT, report findings and final recommendations.

1.9 The SUBRECIPIENT hereby agrees to provide adequate insurance coverage for its employees working on the PROJECT, accept full responsibility for the deduction and payment of all unemployment insurance, social security, State and Federal taxes, and any other taxes or payroll deductions required by law for its employees.

1.10 The SUBRECIPIENT shall indemnify, save, and hold the COMMISSION and the AGENCY, their officers, employees and agents acting within their official duties, harmless from any and all claims, demands and actions based upon or arising out of any services performed by the SUBRECIPIENT's officers, employees or agents under this Agreement, and shall defend any and all actions brought against the COMMISSION or AGENCY based upon any such claims or demands. *Section Revised 2-2-98*

1.11 None of the personal services specified by this Agreement shall be procured by the SUBRECIPIENT without prior approval of the COMMISSION. This provision does not include commercial services, such as printing, etc. *Section Revised 11-20-98*

1.12 All contracts entered into by the SUBRECIPIENT shall contain all of the provisions of these Standard Articles of Agreement. *Section Revised 11-20-98*

1.13 The SUBRECIPIENT shall maintain a written code or standard of conduct that governs the performance of its officers, employees, board members, or agents engaged in the award and administration of third party contracts or subcontracts supported by Federal assistance. The code of standard shall prohibit officers, employees, board members, or agents participating in the selection, award or administration of a third party contract or sub-agreement supported by Federal assistance if a real or apparent conflict of interest would be involved. *Section Added 11-23-98*

Article 2: Assignability

2.1 The SUBRECIPIENT shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the COMMISSION thereto; provided, however, that claims for compensation due, or to become due the SUBRECIPIENT from the COMMISSION under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COMMISSION.

Article 3: Supervision

3.1 In order that the COMMISSION may meet its obligations to the AGENCY, with respect to supervision of the content and technical quality of the services performed as specified by this Agreement, it is hereby agreed that the services performed by the SUBRECIPIENT under this Agreement shall be under the general supervision and direction of the COMMISSION.

Article 4: Responsibilities of the COMMISSION

The COMMISSION, as Grant recipient and coordinator for the Program, shall:

4.1 Coordinate the PROJECT with all other projects in its Program on a continuing basis to avoid duplication of effort and to insure that all activities in its Program are compatible and interrelated.

4.2 Provide technical assistance to the SUBRECIPIENT required during the development of the PROJECT.

4.3 Provide data existing in the COMMISSION's data file to the SUBRECIPIENT. The cost for this data shall be only that of reproduction or processing. The SUBRECIPIENT shall return to the COMMISSION such information, data, reports, and records as the COMMISSION shall request, and the SUBRECIPIENT shall treat as confidential any materials which may be stipulated by the COMMISSION.

4.4 Prepare periodic progress reports as required by the AGENCY, incorporating the project progress reports prepared by the SUBRECIPIENT.

4.5 The COMMISSION shall, as appropriate, conduct a review of the administration of the PROJECT to determine whether the SUBRECIPIENT has efficiently complied with policies, procedures and regulations of the AGENCY and the obligations of this Agreement.

4.6 After execution of this Agreement, and prior to the first invoice, the COMMISSION's audit staff may hold an "Accounting and Record Keeping" meeting at the

SUBRECIPIENT's offices with their assigned Project Manager, administrative and accounting personnel in order to insure that all procedures and records will be maintained in conformance with Federal Audit Standards and Regulations. *Section Revised 9-19-97*

Article 5: Changes and Amendments

5.1 Administrative changes, such as a change in the designation of the representative of the COMMISSION, or of the office to which a report is to be transmitted, constitute changes to this Agreement and do not affect the substantive rights of the COMMISSION or the SUBRECIPIENT. Such changes may be issued unilaterally by the COMMISSION and do not require the concurrence of the SUBRECIPIENT. Such changes will be in writing and will generally be effected by a letter from the COMMISSION to the SUBRECIPIENT.

Section Revised 9-19-97

5.2 Minor changes, corrections or additions to the Agreement that have been mutually agreed upon by the COMMISSION and the SUBRECIPIENT shall be in writing in the form of a letter from the COMMISSION to the SUBRECIPIENT, setting forth therein the changes, corrections or additions, approved by endorsement of the COMMISSION.

Section Revised 9-19-97

Letters authorizing changes may be issued in the following instances:

- a. When the SUBRECIPIENT requests a budget revision in the Object Line Budget or Task Budget that exceeds five (5%) percent of the total PROJECT costs.
- b. As determined by the COMMISSION, an extension of the Time of Performance is required.
- c. Minor changes or clarifications to the Scope of Services which do not substantively alter the products to be produced.

Paragraph Revised 9-19-97

5.3 Any major PROJECT changes which substantially alter the rights of either party, the cost of the PROJECT, or any major phase thereof, which substantially alter the objective or scope of the PROJECT, or which substantially reduce the time or effort devoted to the PROJECT on the part of the SUBRECIPIENT will require a formal agreement amendment to increase or decrease the dollar amount, the term, or other principal provisions of this Agreement.

5.4 No formal amendment may be entered into unless the COMMISSION has received timely notification of the proposed PROJECT change(s). However, if the COMMISSION determines that circumstances justify such action, they may receive and act upon any request for formal amendment submitted prior to final payment under this Agreement. Formal amendments may be executed subsequently only with respect to matters which

are the subject of final audit or dispute appeals.

5.5 Copies of either or both amendments to the agreement and letters authorizing changes will be attached to the original of this Agreement and to each copy. Such letters and amendments will then become a part thereof.

5.6 The COMMISSION shall prepare all formal amendments. Formal amendments shall be identified by consecutive letters after the Agreement number.

Article 6: Compensation and Method of Payment

6.1 Payment shall be made by the COMMISSION to the SUBRECIPIENT based on monthly or quarterly invoices which shall be submitted in writing by the SUBRECIPIENT to the COMMISSION. These invoices shall consist of:

- a. Invoice form indicating expenditures during the reporting period duly certified by the SUBRECIPIENT.
- b. Detailed account of all personnel working on the PROJECT; hourly rate, number of hours, and total costs. Detailed list of all other costs.
- c. Billing Summary by Object Class.
- d. Billing Summary by Task.

Sample forms are attached.

6.2 Such monthly or quarterly invoices for payment shall be honored and paid by the COMMISSION to the SUBRECIPIENT based on receipt and acceptance by the COMMISSION of the following:

- a. The invoices for payment submitted by the SUBRECIPIENT in accordance with Section 6.1 hereof.
- b. The PROJECT progress reports submitted by the SUBRECIPIENT in accordance with Article 1.7 hereof.

The SUBRECIPIENT's final invoice must be presented within forty-five (45) days after termination of services.

6.3 The final payment shall be made after the COMMISSION has determined that the SUBRECIPIENT has satisfactorily performed the services specified by this Agreement. It is expressly understood and agreed that where the final payment is authorized and payment made to the SUBRECIPIENT prior to final audit, and if at the time of final audit the COMMISSION and/or the United States of America determines items to be ineligible

under the Federal grant contract, the SUBRECIPIENT will make restitution of any overpayment to the COMMISSION for subsequent repayment to the United States of America.

6.4 Allocability of PROJECT costs shall be determined by the following:

- a. The costs must be reasonable within the scope of the PROJECT.
- b. The cost is allocable to the extent of benefit properly attributable to the PROJECT.
- c. Such costs must be accorded consistent treatment through application of generally accepted accounting principles.
- d. The cost must not be allowable to or included as cost of any other federally assisted program in any accounting period (either current or prior).
- e. Such costs must be net costs to the SUBRECIPIENT (i.e., the price paid minus any refunds, rebates or discounts). *Paragraph Replaced 2-2-98*
- f. The SUBRECIPIENT may not delegate or transfer his responsibility for the use of the funds set forth in this Agreement.
- g. Overhead and fringe rates are provisional and subject to audit.

Costs must conform to the applicable US OMB Circular or Federal regulation:

For a legally established government entity - US Office of Management and Budget (OMB) Circular A-87, Revised, "Cost Principals for State and Local Governments".

For institutions of higher education - US OMB Circular A-21, Revised, "Cost Principals for Educational Institutions".

For private non-profit organizations - US OMB Circular A-122, Revised, "Cost Principals for Non-Profit Organizations".

For-private organizations - Federal Acquisition Regulation, 48 CFR Chapter 1, Subpart 31.2, "Contracts with Commercial Organizations".

Paragraph Added 2-2-98

6.5 The SUBRECIPIENT shall be paid for progress and final invoices after the COMMISSION has received the appropriate payment from the AGENCY.

6.6 Compensation and method of payment are subject to all special conditions set forth

in the Special Conditions Section of this Agreement.

Article 7: Termination of Agreement for Cause and/or Convenience

7.1 If, through any cause the SUBRECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the SUBRECIPIENT shall violate any of the covenants, agreements or stipulations of this Agreement, the COMMISSION shall thereupon have the right to terminate this Agreement.

7.2 The COMMISSION shall have the right to terminate this Agreement for convenience whenever the COMMISSION shall determine that such termination is in the best interest of the COMMISSION and that continuation of the PROJECT(s) would not produce results commensurate with the further expenditure of funds.

7.3 This Agreement shall be terminated immediately if for any reason the AGENCY terminates, or in any other manner eliminates funds made available to the SUBRECIPIENT by this Agreement.

7.4 The COMMISSION may terminate this Agreement in writing or by telephone. If termination is telephoned, the COMMISSION shall confirm such termination in writing.

- a. In either case, the effective date of the termination shall be the date of notification.
- b. Upon notification of termination, the SUBRECIPIENT must stop incurring costs and cease performance immediately. *Section Revised 9-19-97*

7.5 Upon termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in graphic or electronic format, prepared by the SUBRECIPIENT shall, at the option of the COMMISSION, become the property of the COMMISSION and the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. *Section Revised 9-19-97*

7.6 NOTWITHSTANDING the above, the SUBRECIPIENT shall not be relieved of liability to the COMMISSION for damages sustained by the COMMISSION by virtue of any breach of this Agreement by the SUBRECIPIENT, and the COMMISSION may withhold any payments to the SUBRECIPIENT for the purpose of set-off until such time as the exact amount of damages due to the COMMISSION from the SUBRECIPIENT for breach of this Agreement is determined.

7.7 Prior to termination for cause, the SUBRECIPIENT shall be afforded an opportunity for consultation.

7.8 The Parties may enter into an Agreement to terminate the PROJECT at any time

pursuant to the terms which are consistent with these Articles of Agreement. The Agreement shall establish the effective date of termination of the PROJECT, the basis for settlement of the PROJECT termination costs, and the amount and date of payments of any sums due either party. The COMMISSION shall prepare the termination document.

7.9 The SUBRECIPIENT may not unilaterally terminate the PROJECT work set forth in this Agreement. If, during the development of the PROJECT conditions should change that would warrant complete or partial termination, the SUBRECIPIENT shall give written notice to the COMMISSION of a request for termination. If the COMMISSION determines that there is a good cause for the termination of all or any portion of the PROJECT set forth in this Agreement, the COMMISSION may enter into a termination Agreement or unilaterally terminate the PROJECT pursuant to Article 7.4, effective with the date of cessation of this PROJECT. If the COMMISSION determines that the SUBRECIPIENT has ceased work on the PROJECT without good cause, the COMMISSION may unilaterally terminate the PROJECT pursuant to Article 7.4 of this Agreement, or annul the Agreement pursuant to this Article.

7.10 Upon termination, the SUBRECIPIENT must refund or credit to the COMMISSION that portion of any funds paid or owed the SUBRECIPIENT and allocable to the terminated PROJECT work, except such portion thereof as may be required to meet commitments which had become firm prior to the effective date of termination and are otherwise allowable. The SUBRECIPIENT shall not make any new commitments without COMMISSION approval. The SUBRECIPIENT shall reduce the amount of outstanding commitments insofar as possible and report to the COMMISSION the uncommitted balance of funds set forth in this Agreement. The allocability of termination costs will be determined in conformance with applicable Federal cost principles.

Article 8: Suspension of Agreement - Stop Work Orders

8.1 Work on this PROJECT, or on a portion or phase of this PROJECT, can be ordered stopped by the COMMISSION.

8.2 Work stoppages may be required for good cause, such as, but not limited to, default by the SUBRECIPIENT, failure to comply with the terms and conditions of this Agreement, realignment of programs, lack of adequate funding or advancements in the state-of-the-art.

- a. Generally, use of a stop-work order will be limited to those situations where it is advisable to suspend work on the PROJECT or portion or phase of the PROJECT for important program or AGENCY considerations and a supplemental agreement providing for such suspension is not feasible.
- b. Although a stop-work order may be used pending a decision to terminate by mutual agreement, or for other cause, it will not be used in lieu of the issuance of a termination notice after a decision to terminate has been made.

8.3 Prior to issuance, stop-work orders shall be discussed with the SUBRECIPIENT and should be appropriately modified, at the discretion of the COMMISSION, in the light of such discussions. Stop-work orders will include (a) a clear description of the work to be suspended; (b) instructions as to the issuance of further orders to the SUBRECIPIENT for services; (c) an order to cease performance and stop incurring all further expenditures; and (d) other suggestions to the SUBRECIPIENT for minimizing costs.

8.4 Upon receipt of a stop-work order, the SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within the suspension period, or within any extension of that period to which the Parties shall have agreed, the COMMISSION shall, in writing, either:

- a. cancel the stop-work order, in full or in part;
- b. eliminate the work covered by such order; or
- c. authorize resumption of work.

8.5 If a stop-work order is canceled or the period of the work or any extension thereof expires, or upon authorization to resume the work, the SUBRECIPIENT shall promptly resume the previously suspended work. An equitable adjustment shall be made in the scheduled time frame, or in the Agreement amount, or both of these and the Agreement shall be amended accordingly, provided the SUBRECIPIENT asserts a written claim for such adjustment(s) within sixty (60) days after the end of the period of work stoppage when any of the following occur:

- a. the stop-work order results in an increase in the SUBRECIPIENT's cost properly allocable to the performance of any part of the PROJECT; and/or
- b. a stop-work order is not canceled and the PROJECT WORK covered by such order is within the scope of a subsequently issued termination order. Reasonable costs resulting from the stop-work order shall then be allowed in arriving at the termination settlement.

8.6 However, if the COMMISSION determines the circumstances do not justify an adjustment, it may receive and act upon any such claim asserted in accordance with Articles 9 and 10 of this Agreement.

8.7 Costs shall not be allowable if incurred by the SUBRECIPIENT after a stop-work order is delivered, or within any extension of the stop-work period, with respect to the PROJECT work suspended by such order and which is not authorized by this Article or specifically authorized in writing by the COMMISSION.

8.8 Failure to agree upon the amount of an equitable adjustment due under a

stop-work order shall constitute a dispute under this Agreement.

Article 9: Disputes

9.1 Except as otherwise provided by law, or this Agreement, any dispute arising under this Agreement shall be decided by the COMMISSION who shall reduce its decision to writing and mail, or otherwise furnish a copy thereof to the SUBRECIPIENT.

9.2 A decision of the COMMISSION made pursuant to this Article shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the SUBRECIPIENT mails (certified mail, return receipt requested) or otherwise delivers to the COMMISSION a request for arbitration as set forth in Article 10 hereof.

Article Revised 9-19-97

Article 10: Arbitration

10.1 Any dispute between the parties to this Agreement, which cannot be resolved by good faith negotiation between them, shall be submitted to the American Arbitration Association, whose decision shall be final and binding upon the parties and enforceable in any competent court having jurisdiction of the matter.

10.2 Arbitration proceedings may be initiated at the election of either party by giving ten (10) days written notice to the other, and to the Association, of his demand, and such proceedings shall be conducted according to the prevailing rules of the Association.

10.3 The costs for arbitration proceedings shall be borne by the parties, established by the American Arbitration Association. Arbitration costs may or may not be reimbursable; the AGENCY will consider each on an individual basis.

Article 11: Federal Requirements

11.1 Civil Rights Requirements *Section 11.1 Substantially Revised 11-23-98*

(a) Prohibitions Against Discrimination

The SUBRECIPIENT agrees to comply with, and assure compliance of all contractors with all requirements of 49 U.S.C. § 5332, which prohibits discrimination on the basis on the race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

The SUBRECIPIENT agrees to comply with, and assure compliance by third party contractors at any tier under the PROJECT, with all requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1994, as amended, 42 U.S.C. § 2000d, and the US Department of Transportation regulations, Nondiscrimination in Federally-Assisted Programs of

the Department of Transportation -- Effectuation of the Title VI of the Civil Rights Act", 49CFR Part 21, and any other implementing requirements which may be issued.

(b) Equal Employment Opportunity

The SUBRECIPIENT agrees to comply with, and assure compliance by third party contractors at any tier under the PROJECT with all requirements of Title VII of the Civil Rights Act of 1994, as amended, 42 U.S.C. § 2000e; 49 U.S.C. § 5332; and the rules and regulations of the AGENCY, and specifically shall comply with the following:

- i. The SUBRECIPIENT agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The SUBRECIPIENT to take affirmative action to ensure that applicants for employment and employees are treated during employment, without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities.
- ii. If the SUBRECIPIENT is required to submit and obtain Federal Government approval of its Equal Employment Opportunity (EEO) Program, that EEO program as approved is incorporated by reference and made a part of the Agreement. Failure by the SUBRECIPIENT to carry out the terms of the EEO program shall be treated as a violation of this Agreement. Upon notification to the SUBRECIPIENT of its failure to carry out the approved EEO program, the Federal Government may impose such remedies as it considers appropriate.

(c) Disadvantaged Business Enterprise (DBE) Program

The Delaware Valley Regional Planning Commission is committed to providing opportunities for Disadvantaged Business Enterprises (DBE) to compete for work. DBEs are certified by the Pennsylvania Unified Certification Program (PAUCP) and the New Jersey Unified Certification Program (NJUCP) in accordance with 49 CFR Part 26. Any party that enters into an agreement with DVRPC is encouraged to involve Disadvantaged Business Enterprises in the required work and to submit documentation of any such involvement in the proposal narrative and budget.

Any party that enters into an agreement with DVRPC shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any agreement or in the administration of its DBE program or

the requirements of 49 CFR part 26. All parties to DVRPC agreements shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of any sub-agreements and in addition each prime contractor or SUBRECIPIENT must include the following assurance in any sub-contracts entered into:

- i. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of this agreement.

(d) Nondiscrimination on the Basis of Sex:

To the extent applicable, the SUBRECIPIENT agrees to comply with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681, 1683, and 1685 through 1687, which prohibit discrimination on the basis of sex and any additional Federal requirements or regulations which may be promulgated.

(e) Nondiscrimination on the Basis of Age:

The SUBRECIPIENT agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 through 6107. And implementing regulations, which prohibit discrimination on the basis of age.

(f) Access Requirements for Persons with Disabilities:

The SUBRECIPIENT agrees to comply with the requirements of 49 U.S.C. § 5301(d) which express the Federal policy that the elderly and persons with disabilities have the same rights as others to use mass transportation services and facilities, and that special efforts shall be made in planning and designing these services and facilities to implement those policies. The SUBRECIPIENT also agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 42 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disability Act of 1990, as amended, 42 U.S.C §§ 12101 *et seq.*, which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

- i. USDOT regulations, "Transportation Services for Individuals with Disabilities (ADA)", 49 CFR Part 37.
- ii. USDOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance", 49 CFR part 27.

- iii. Joint US Architectural and Transportation Barriers Compliance Board / USDOT regulation, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles", 36 CFR Part 1192 and 49 CFR Part 38.
- iv. US Department of Justice regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services", 28 CFR Part 35.
- v. US Department of Justice regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and Commercial Facilities", 28 CFR Part 36.
- vi. US General Services Administration regulations, "Accommodations for the Physically Handicapped", 41 CFR Subpart 101-19.
- vii. US Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment provisions of the Americans with Disabilities Act", 29 CFR part 1630.
- viii. US Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Hearing and Speech Disabled", 47 CFR Part 65, Subpart F.
- ix. Federal Transit Administration (FTA) regulations, "Transportation for Elderly and Handicapped Persons", 49 CFR part 609.
- x. Any implementing requirements the FTA may issue. Note: the above regulations essential provide that no otherwise qualified handicapped person shall, solely by reason of his or her handicap, be excluded from participation in, be denied the use of, or otherwise be subjected to discrimination under any program, activity or facility that receives or benefits from Federal financial assistance.

(h) Confidentiality & Other Civil Rights Protections Related to Drug or Alcohol Abuse or Alcoholism:

The SUBRECIPIENT agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Pub. L. 91-616, December 31, 1970, and the Public Health Services Act of 1912, 42 U.S.C. §§ 290dd-3 and 290ee-3, including any amendments to these Acts.

11.2 Political Activity

The provisions of the "Hatch Act", 5 U.S.C. §§ 1501 through 1508 and 7324 through 7326 and U.S. Office of Personnel Management regulations, "Political Activity of State and Local Officers or Employees", Title 5 C.F.R Part 151, Code of Federal Regulations, shall apply to the extent of the regulations. *Section Revised 11-23-98*

A Federal employee (this includes City, State and Municipal workers receiving Federal money, grants or loans, but does not include non-supervisory personnel) may not use his official authority or influence for the purpose of affecting the result of an election, nor may he take an active part in political management or political campaigns. *Section Revised 11-23-98*

11.3 Disclosure of Information

All information obtained by the SUBRECIPIENT in this PROJECT and submitted to the COMMISSION is subject to disclosure to others, as provided for under the Freedom of Information Act 5 U.S.C. 552. In addition, the COMMISSION acquires the right, unless otherwise provided, to use and disclose all PROJECT data.

11.4 Clean Air and Clean Water

The SUBRECIPIENT hereby agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 et. seq.), and/or the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et. seq.). *Section Revised 9-19-97*

11.5 Energy Conservation Program

The SUBRECIPIENT agrees to comply with the mandated energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq. *Section Revised 9-19-97*

11.6 Historic Preservation

In connection with carrying out this Project, the SUBRECIPIENT shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order No. 11593, (16 U.S.C. 469a-1 et seq.), by:

- (a) Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in, or eligible for inclusion in, the National Register of Historic Places that may be affected by the PROJECT, and notifying the AGENCY of the existence of any such properties; and by,
- (b) Complying with all requirements established by the AGENCY to avoid or mitigate adverse effects upon Historic properties. *Section Revised 9-19-97*

11.7 Environmental Requirements

The SUBRECIPIENT shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," and any other applicable rule or regulation of the AGENCY. *Section Added 9-19-97*

11.8 Resource Conservation and Recovery Act

The SUBRECIPIENT shall comply with all applicable requirements of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq. *Section Added 2-2-98*

11.9 Comprehensive Environmental Response, Compensation, and Liability Act

The SUBRECIPIENT shall comply with all applicable requirements of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended 42 U.S.C. §§9601 et seq. *Section Added 2-2-98*

11.10 Contract Work Hours and Safety Standards Act

The SUBRECIPIENT shall comply with all applicable requirements, including non-construction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332. *Section Added 2-2-98*

11.11 Metric System

To the extent required by the AGENCY, the SUBRECIPIENT agrees to use the metric system of measurement in the PROJECT and to the extent practicable and feasible, accept products and services with dimensions expressed in the metric system of measurement. *Section Added 9-19-97*

11.12 False or Fraudulent Statements and Claims

The SUBRECIPIENT agrees to comply with the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3801 et seq. and the AGENCY's regulations, and certifies and affirms the truthfulness and accuracy of any statement, claim, submission or certification it has made, it makes, or it may make pertaining to this Agreement. *Section Added 9-19-97*

11.13 Incorporation of Provisions

The SUBRECIPIENT shall include the provisions of paragraphs 11.1 through 11.13

in every subcontract under this Agreement, including procurement of materials which shall be secured in compliance with AGENCY regulations and OMB Circular A-102, and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The SUBRECIPIENT shall take such action with respect to any subcontract or procurement under this Agreement, as the COMMISSION, AGENCY or Federal Government may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a SUBRECIPIENT becomes involved in, or is threatened with, litigation with a contractor or supplier as a result of such direction, the SUBRECIPIENT may request the COMMISSION to enter into such litigation to protect the interests of the COMMISSION and, in addition, the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

Article 12: Interest of Members of the COMMISSION and Others

12.1 No officer, member or employee of the COMMISSION or AGENCY, and no member of its governing body, and no other public official of the governing body of the locality or any other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of the PROJECT, shall have any personal interest, direct or indirect, apart from his official duties, in this Agreement or the proceeds thereof.

Article 13: Interest of the SUBRECIPIENT

13.1 The SUBRECIPIENT covenants that no member, officer or employee of the SUBRECIPIENT has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services, required to be performed under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Article 14: Interest of Members of Congress

14.1 No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement, or to any benefit therefrom.

Article 15: Audit and Inspection of Records

15.1 The SUBRECIPIENT shall keep, or cause to be kept, accurate records and books of accounts, and shall record and report with all essential details the receipt and disbursement of all funds under the terms of this Agreement in accordance with generally accepted accounting principles and procedures. All costs charged against this Agreement shall be supported by properly executed payrolls, time records, invoice, contracts and vouchers evidencing in proper detail the nature and propriety of the charges. All accounting records shall readily provide a breakdown of costs in accordance

with the line items shown on the latest approved budget. The SUBRECIPIENT shall permit and shall require its contractors to permit, the COMMISSION, the AGENCY and the Comptroller General of the United States, or any of their duly authorized representatives, access at all reasonable times, to all records and books of accounts pertaining to this Agreement. The SUBRECIPIENT agrees that any payment made by the COMMISSION to the SUBRECIPIENT, and any expenditures of the SUBRECIPIENT under the terms of this Agreement, are subject to audit by the COMMISSION.

15.2 The SUBRECIPIENT agrees to remit to the COMMISSION any excess payments made to the SUBRECIPIENT, any costs disallowed as a result of audit, and any amounts recovered by the SUBRECIPIENT from third parties or other sources.

Paragraph Added 11-23-98

15.3 The SUBRECIPIENT shall preserve all documents, records and books of account pertaining to this Agreement for a period of three (3) years from the date of final payment for inspection and/or audit by any authorized representative of the COMMISSION, AGENCY and the Comptroller General of the United States, and copies thereof, if requested, shall be furnished to any of the foregoing. The COMMISSION or the AGENCY may request the SUBRECIPIENT to surrender all records at the end of the three (3) year period for additional storage.

15.4 The SUBRECIPIENT shall provide the COMMISSION with an audit prepared in conformance with the Single Audit Amendments of 1996, 31 U.S.C. §§ 7501 *et seq.*, in accordance with U.S. OMB Circular A-133, "Audit of the States, Local Governments and Non-Profit Organizations", and the latest US Department of Transportation A-133 Compliance Supplement. The audit shall include the funds provided by the COMMISSION and shall be made available to the COMMISSION in a timely manner. The SUBRECIPIENT understands that the audit may be made available to the AGENCY and the Comptroller General of the United States.

Paragraph Revised 11-23-98

15.5 Should the COMMISSION audit the SUBRECIPIENT in place of the audit performed under 15.4 above, the COMMISSION's audit of the SUBRECIPIENT is reviewed and accepted by an independent certified public accounting firm and the cognizant Federal Audit Agency which is consistent with the COMMISSION's single annual audit concept as approved by the Government, and the COMMISSION shall permit the authorized representatives of the independent certified public accounting firm, the AGENCY or the Comptroller General of the United States to inspect and audit all data and records of the COMMISSION relating to the SUBRECIPIENT's performance under this Agreement.

Article 16: Identification of Documents

16.1 All reports, publications and other documents, except those prepared or completed exclusively for internal use shall carry the following notation on the front cover or title page or, in case of maps, in the title block:

"The preparation of this report (map, document, etc.) was financed in part through funds made available by the Delaware Valley Regional Planning Commission from a grant by the United States (Agency's name). The contents do not necessarily reflect the views or policies of the Delaware Valley Regional Planning Commission, the AGENCY or the Federal Government and neither assumes liability for its contents or use".

Article 17: Publicity

17.1 Press releases and other public dissemination of information by the SUBRECIPIENT concerning the PROJECT work shall be coordinated with the COMMISSION and AGENCY and acknowledge AGENCY grant support.

Article 18: Rights in Data, Copyrights, and Disclosure

18.1 The COMMISSION and/or AGENCY reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for government purposes of (1) any subject data developed under this Agreement by the SUBRECIPIENT or any subcontract at any tier, whether or not a copyright has been obtained, and (2) any rights of copyright to which SUBRECIPIENT or contractor at any tier, purchases ownership financed under this Agreement.

18.2 Definition. The term "Data" as used herein includes written reports (progress, draft and final), studies, drawings or other graphic, electronic, chemical or mechanical representations, and work of any similar nature which are required to be delivered under this Agreement. It does not include the SUBRECIPIENT's financial reports, or other information incidental to contract administration.

18.3 Data submitted to and accepted by the COMMISSION under this Agreement shall be the property of the COMMISSION and/or AGENCY and it shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate, including making it available to the general public. Such use shall be without any additional payment to, or approval by, the SUBRECIPIENT.

18.4 No data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The SUBRECIPIENT relinquishes any and all copyrights and/or copyright rights, and/or privileges to data developed or prepared under this Agreement. The SUBRECIPIENT shall not include in the data any copyrighted matter, unless the SUBRECIPIENT provides the COMMISSION with written permission of the copyright owner for the SUBRECIPIENT to use such copyrighted matter.

18.5 The SUBRECIPIENT bears responsibility for the administration of the PROJECT and therefore the SUBRECIPIENT alone is liable for any claims of copyright infringement for any copyrighted material.

18.6 It is a condition precedent to SUBRECIPIENT's compensation that he report to the COMMISSION, within 15 days and in reasonable written detail, each notice or claim of copyright infringement based on the performance under the PROJECT or out of work, or services, performed hereunder. The SUBRECIPIENT shall furnish to the COMMISSION, when requested by the COMMISSION, all evidence and information in possession of the SUBRECIPIENT pertaining to such suit or claim.

Article Revised 9-19-97

Article 19: Confidentiality

19.1 At no time, without written COMMISSION approval, may the SUBRECIPIENT divulge or release information, reports, recommendations or things of a like nature developed or obtained in connections with performance of this Agreement that are of direct interest to the COMMISSION.

- (a) The COMMISSION has direct interest in the SUBRECIPIENT's material when the SUBRECIPIENT's PROJECT is to be made a part of a larger PROJECT still under the supervision of the COMMISSION.
- (b) When such "direct interest" exists, it will be identified in the special conditions clause found in the body of the contract.

19.2 After the Agreement period, SUBRECIPIENT may divulge or release information that is of direct interest to the SUBRECIPIENT, but which has no direct interest to the COMMISSION.

Article 20: Patent Rights

20.1 Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived, or for the first time actually or constructively reduced to practice by the SUBRECIPIENT or its employees or contractor, in the course of, in connection with, or under the terms of this Agreement, the SUBRECIPIENT shall immediately give the COMMISSION written notice and shall promptly furnish a complete report. The COMMISSION shall promptly notify the AGENCY. Unless the AGENCY or Federal Government later makes a contrary determination in writing, the SUBRECIPIENT, or contractor at any tier, agrees it will transmit to the AGENCY those rights due in any invention resulting from that third party contract as described in the U. S. Department of Commerce regulations "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" 37 C.F.R. Part 401.

Major Revision 9-19-97

Article 21: Liquidated Damages

21.1 The SUBRECIPIENT agrees that the COMMISSION shall retain ten percent (10%) of the Agreement amount from Federal funds made available under this

Agreement, to be used as a set off for reimbursing the COMMISSION for the cost to administer this Agreement should performance extend beyond the period of performance set forth in the Time of Performance Section of this Agreement.

21.2 The COMMISSION shall retain Ten Dollars per business day as liquidated damages for each day that performance is extended beyond the time fixed for performance in the Time of Performance set forth in this Agreement. The total sum to be charged by the COMMISSION for the entire delay in performance shall not be in excess of the ten percent (10%) held in retainage.

21.3 The COMMISSION shall, upon acceptance of the Draft Final Report promptly pay the SUBRECIPIENT any funds due from the retainage.

21.4 The decision by the COMMISSION to impose a daily charge for delay, or to excuse said delay, shall be final. A delay in performance by the SUBRECIPIENT may be excused by the COMMISSION if, in its sole discretion, it deems the delay to be a cause or causes beyond the control of the SUBRECIPIENT.

Article 22: Invoice Forms and Time Sheets

22.1 Sample forms which may be used by the SUBRECIPIENT in presenting its invoices in compliance with Article 6 hereof are attached hereto.

22.2 In order to comply with Federal Audit Regulations, each employee who works on the PROJECT must account for 100% of his or her time, although he or she only works on the PROJECT part of the time. The object of this requirement is to prove that the employee is accounting for and assigning 100% of his or her time. This requirement shall also apply to any consultant or contractor engaged by the SUBRECIPIENT.

Article 23: Certification of Non-collusion

23.1 The parties hereto hereby certify that neither the COMMISSION nor the SUBRECIPIENT, or their representatives have:

- (a) been required nor have, either directly or indirectly, as an expressed or implied condition for obtaining this Agreement, employed or retained or agreed to employ or retain, any firm or person;
- (b) been required nor have, paid or agreed to pay, to any firm or person, except bona fide employees of the COMMISSION and SUBRECIPIENT, any fee, contribution, donation, or other consideration of any kind to solicit to secure this Agreement;
- (c) acknowledged that this certification is subject to applicable laws of the Commonwealth of Pennsylvania and/or State of New Jersey, and the United States of America, both criminal and civil.

Article 24: Restrictions on Lobbying

24.1 The SUBRECIPIENT hereby certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit US Government Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification 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.
- (d) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Article 25: Entire Agreement

25.1 The Agreement Proper, the Scope of Services and these Standard Articles of Agreement and any other exhibit attached hereto constitute the entire understanding between the two parties hereto.

- (a) No amendment or modification changing its scope or terms have any force or effect unless they meet the criteria set forth in Article 5, hereof.
- (b) Any item that is to be deleted or modified from these the Standard Articles of Agreement shall be set forth in section: "Special Conditions" of the Agreement Proper.

C-7

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT NO. 15-63-022 WITH
THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR A GRANT
IN THE AMOUNT OF \$48,350.00 FOR FISCAL YEAR 2015 TRANSIT SUPPORT
PROGRAM**

WHEREAS, the Delaware Valley Regional Planning Commission (hereinafter the "DVRPC") has received funds from the United States Department of Transportation, Federal Transit Administration, for Fiscal Year 2015 Transit Support Program, (herein after known as "Transit Support Program"); and

WHEREAS, the DVRPC has made grants to the County in past years from the Highway Planning Program for the County's Planning Division's mass- transportation planning services; and

WHEREAS, the DVRPC has agreed to make a grant available to the County from the Transit Support Program in consideration of the County's Planning Department performing certain in-kind services related to the said program, in accord with the terms and conditions of the attached Agreement No. 15-63-022; and

WHEREAS, the aforesaid Agreement provides for funding from the DVRPC in the sum of \$38,680.00 and County in-kind services in the amount of \$9,670.00, for a total amount of \$48,350.00; and

WHEREAS, the County's Planning Division has the expertise to provide the services as required in the aforesaid Agreement; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester desires to obtain the said grant, and implement said program with its attendant responsibilities.

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 Agreement No.15-63-022 with the Delaware Valley Regional Planning Commission, in the total amount of \$48,350.00, which includes \$38,680.00 in grant funds and County in-kind services of \$9,670.00 for the Fiscal Year 2015 Transit Support Program.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, August 6, 2014, Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT DILELLA, CLERK

Copy

GRANT REQUEST FORM

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

DATE: 7/9/14

1. TYPE OF GRANT
 NEW GRANT (on-going)
 RENEWAL/CONSTINUATION-PREVIOUS YR. BUDGET NUMBER
2. GRANT TITLE: Transit Support Program Copy
3. GRANT TERM: FROM: 7/1/2014 TO: 6/30/2015
4. COUNTY DEPARTMENT: Public Works/Planning Division
5. DEPT. CONTACT PERSON & PHONE NO. Rick Westergaard or Jessica Lucas
856-307-6650
6. NAME OF FUNDING AGENCY: Delaware Valley Regional Planning Commission
7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD):
This grant has been received by the County for well over 20 years. It is expected to be available in the future subject to State and Federal Funding. This grant provides Gloucester County with \$38,680.00 cash with \$9,670.00 in-kind services for a total contract amount of \$48,350.00. The TSP program contributes to the County's ability to improve the efficiency of the regions public transportation network by carrying out a comprehensive local transit planning program.
8. PERSONNEL – EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK (“*”)):

NAME	AMOUNT	NAME	AMOUNT
Rick Westergaard	\$8,000	Jessica Lucas	\$3,000
Theresa Ziegler	\$4,000	Paul Esposito	\$1,280
Maureen Leo	\$7,000	Christina Velazquez	\$5,000
9. TOTAL SALARY CHARGED TO GRANT \$28,280.00
10. INDIRECT COST (IC) RATE: n/a
11. IC CHARGED TO GRANT : n/a
12. FRINGE BENEFIT RATE CHARGED TO GRANT: 56.83%
13. DATE APPLICATION DUE TO GRANTOR: N/A Due upon Signature

TRANSIT SUPPORT PROGRAM BUDGET

101	SALARIES & WAGES Covers department Salaries to fulfill tasks outlined in the scope of services of the Transit Support Program contract/agreement.	AMOUNT \$28,280.00
994	FRINGE BENEFITS	AMOUNT \$10,000.00
921	MEETINGS, MEMBERSHIPS AND DUES To cover staff costs associated with meetings necessary to attend related to the Transit Support Program; which includes monitoring NJ Transit Bus Routes, and covers staff costs associated with public-transit travel. Meetings include DVRPC Board Meetings, meetings associated with Bus Rapid Transit Studies with NJ Transit and DRPA Light-Rail study meetings.	AMOUNT \$ 400.00
TOTAL		\$ 38,680.00

Form C-2

Department Code 1800
Submission Date 7/9/14
Revision Date _____

Department: Public Works/Planning Division



BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

FREEHOLDER LIAISON
Heather Simmons

MEMORANDUM

To: Heather Simmons, Freeholder Liaison

From: Rick Westergaard, Planning Director

Re: Transit Support Program

Date: 7/11/14



Planning Division staff has submitted the necessary documentation to have an item placed on a future Freeholder Board Meeting agenda. The agenda request is to execute contract number 15-63-022, which is an agreement between the County of Gloucester and the Delaware Valley Regional Planning Commission for a Transit Support Program Grant, of which the County will receive \$38,680.00 cash with \$9,670.00 in in-kind services for the total amount of \$48,350.00

This grant enables the Planning Division of Gloucester County to participate in the regional transit planning activities and has been consistently received by the County for over twenty years.

Thank you.

Cc: George Hayes, Accountant Liaison

DEPARTMENT OF PUBLIC
WORKS
PLANNING DIVISION

DIRECTOR
Larry Haynes, Sr.

PLANNING DIRECTOR
Richard Westergaard,
PP/AICP

OFFICE OF GOVERNMENT
SERVICES

1200 N. Delsea Drive
Clayton, NJ 08312

Phone 856.307.6650
Fax 856.307.6656

rwestergaard@co.gloucester.nj.us

www.co.gloucester.nj.us

June 24, 2014

Mr. Richard Westergaard, Planning Director
The County of Gloucester, NJ
Gloucester County Administration Building
1200 N. Delsea Drive
Clayton, NJ 08312

Project Number: 15-63-022
Project Title: Transit Support Program (TSP -NJ)

Dear Mr. Westergaard:

Enclosed are two copies of an agreement between The Delaware Valley Regional Planning Commission (DVRPC) and **The County of Gloucester, NJ** for your review.

Please be sure to complete the enclosed Object and Task Billing pages – (**Exhibit C**), as described in **Section: 3** of the agreement. Also attached, please return the Title VI Self-Certification Form – (**Exhibit D**), as described in **Section: 7** of the agreement.

Please note: The agreement cannot be executed and invoices cannot be paid if the budget pages and Title VI Self-Certification Form are not returned.

Please sign and return both copies and corresponding documentation to my attention at DVRPC, and a fully executed copy will be returned for your records. If you have any questions, I can be reached at 215-238-2914 or cridgeway@dvrpc.org.

Best Regards,

Chanelle Ridgeway

Chanelle Ridgeway,
Contracts Administrator

Copies: Sarah Oaks, DVRPC

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

Amount: \$48,350

No. 15-63-022

AGREEMENT

BY AND BETWEEN

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

AND

THE COUNTY OF GLOUCESTER, NJ

This agreement, made at Philadelphia, Pennsylvania, this 1st day of July, 2014, by and between the Delaware Valley Regional Planning Commission, a body politic and corporate, created by Act No. 103 of June 30, 1965, P.L. 153, reenacted and amended by Act 43 of June 30, 1967, P.L. 155, of the Session of the General Assembly of Pennsylvania, and the Legislature of the State of New Jersey in Chapter 149 of the Laws of 1966, as amended and supplemented, having its principal office at the American College of Physicians Building, 190 N. Independence Mall - West, Philadelphia, Pennsylvania 19106, hereinafter referred to as the COMMISSION;

And

The County of Gloucester, NJ, located at Gloucester County Administration Building, 2 South Broad Street, Woodbury, New Jersey 08096 hereinafter referred to as the SUBRECIPIENT.

WITNESSETH:

WHEREAS, the COMMISSION has entered into Agreement with the New Jersey Department of Transportation, hereinafter collectively referred as the AGENCY, whereby the COMMISSION is to perform certain obligations under its Agreement in the

accomplishment of a grant from the following Agency:

Agency	Funds	Source of Funds	Date
New Jersey Department of Transportation	\$38,680	Federal Transit Administration - NJ	07/01/2014

WHEREAS, the SUBRECIPIENT will perform certain services under this Agreement in connection with Project No. 15-63-022, Transit Support Program (TSP - NJ), in the COMMISSION's FY 2015 Work Program, hereinafter referred to as the PROJECT; and

WHEREAS, the SUBRECIPIENT is qualified to perform the services as herein set forth, being duly selected in accordance with the COMMISSION's SUBRECIPIENT Selection Procedures; and

WHEREAS, the PROJECT will be coordinated by the COMMISSION's Executive Director, or designee, with other elements of the COMMISSION's overall program of regional planning, to avoid duplication of effort and to ensure that all activities in the program are compatible and interrelated;

Consistent with the COMMISSION's responsibilities to the AGENCY, as its agent and coordinator for the PROJECT, the SUBRECIPIENT shall be responsible for the technical direction, management and conduct of the PROJECT and administratively responsible to the COMMISSION.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter expressed, and intending to be legally bound hereby, the parties hereto agree as follows:

Section 1: General Conditions

1.1 The COMMISSION hereby agrees to engage the SUBRECIPIENT and the SUBRECIPIENT agrees to perform such services as are specified in this Agreement, Exhibit "A", Scope of Services, DVRPC Work Program Description, and the Standard Articles of Agreement, DVRPC Form No. 10, Exhibit "B". These two exhibits are attached hereto and made a part hereof by reference.

Section 2: Contract Funding

2.1 The estimated cost of the PROJECT is \$48,350 funded as shown by the following:

Funds Provided by Agencies: \$38,680.00

SUBRECIPIENT Local Match: \$9,670.00

SUBRECIPIENT Match for COMMISSION: \$0.00

Commission Contribution: \$0.00

Other Contributions:

Total Amount: \$48,350

Section 3: Method of Payment

3.1 The work to be performed by the SUBRECIPIENT shall be on a cost-reimbursable basis with payments based on the submission of invoices and progress reports documenting the work completed during the period reported.

3.2 SUBRECIPIENT'S spending will be in accordance with the Object Budget attached and made part of this agreement as Exhibit "C". If applicable, a Task Budget shall be included as a part of Exhibit "C". During the term of this agreement requests to modify either budget shall be made in writing to the COMMISSION's Contracts Officer.

3.3 The amount payable by the COMMISSION to the SUBRECIPIENT shall not exceed Thirty Eight Thousand Six Hundred Eighty Dollars (\$38,680.00). The SUBRECIPIENT understands and agrees that reimbursement of costs will be after receipt of AGENCY funds by the COMMISSION.

Section 4: Administration of Agreement

4.1 The Executive Director of the COMMISSION, or his/her designee, shall be the authorized agent to act on behalf of the COMMISSION in the administration of this Agreement; shall give notices, issue change orders, and otherwise represent the COMMISSION in the negotiation of matters arising out of this Agreement.

4.2 The Principal of the SUBRECIPIENT, or his/her designee, shall be the authorized agent to act on behalf of the SUBRECIPIENT in the administration of this Agreement and in the negotiation of matters arising out of this Agreement.

Section 5: Time of Performance

5.1 The SUBRECIPIENT shall commence work upon the agreement date of the contract. The SUBRECIPIENT shall complete work on the PROJECT no later than June 30, 2015.

Section 6: Coordination and Cooperation

6.1 The SUBRECIPIENT agrees to provide the COMMISSION with sufficient copies of all materials and documents, in a timely manner, which are necessary for the COMMISSION to meet its obligations to the AGENCY.

6.2 The SUBRECIPIENT understands that the services to be provided by the SUBRECIPIENT form input to the COMMISSION's overall planning program and must be provided in accordance with the COMMISSION's schedule.

Section 7: Policy Statement

7.1 The Title VI Self-Certification Form is attached as Exhibit "D". The SUBRECIPIENT agrees to fill out and transmit the Title VI Self-Certification Form to DVRPC along with the signed agreements.

Section 8: Special Conditions

8.1 The Standard Articles of Agreement, Exhibit "B" hereto are hereby modified as follows:

Article 1.7- The first sentence shall read: The SUBRECIPIENT is required to submit a quarterly summary progress report to the COMMISSION no later than thirty (30) days after the close of the preceding quarter.

Article 6 - Invoices shall be submitted on a quarterly basis. Invoices must be submitted on SUBRECIPIENT's letterhead and include a progress report. Final invoices for this project must be submitted no later than August 15, 2015, or payment cannot be assured. All other conditions of Article 6 remain unchanged.

IN WITNESS WHEREOF, the COMMISSION and the SUBRECIPIENT have executed this Agreement as of the date above first written, intending to be legally bound hereby.

ATTEST:

DELAWARE VALLEY REGIONAL
PLANNING COMMISSION

(SEAL)

By: _____
Barry Seymour, Executive Director

Date _____

ATTEST:

THE COUNTY OF GLOUCESTER, NJ

(SEAL)

By: _____
Robert Damminger, Freeholder Director
The County of Gloucester, NJ

Date _____

Federal Information:

Type of Grant: Department of Transportation - FTA Grant

Program Title: Metropolitan Transportation Planning

CFDA Number: 20.505

Federal Funds: \$38,680.00

SCOPE OF SERVICES

DVRPC Work Program Description

Exhibit A

PROJECT: 15-63-022 Transportation Systems Planning & Implementation

Responsible Agency: Gloucester County Planning Department

Project Manager: Sarah Oaks

Goals:

Improve the efficiency of the region's transportation network by carrying out a comprehensive local transit planning program.

Description:

Improve the efficiency of the region's public transportation network by carrying out a comprehensive local transit planning program to maintain current local and regional public transportation activities and to provide the means to develop future public transportation plans that meet changing local and regional needs. Serve on steering committees and the Local Citizens Transportation Advisory Committee. Conduct research and prepare reports on public transportation matters as required. Attend meetings, seminars, and public hearings related to public transportation.

Tasks:

1. Monitor NJ Transit service within the county, perform detailed analysis, and submit recommendations to NJ Transit.
2. Assist NJDOT, NJ Transit, and DVRPC in the investigation of potential transportation improvements.
3. Assist the business community in identifying their transportation needs and provide information as to their transportation alternatives.
4. Continue regional marketing and marketing activities.
5. Provide technical assistance and program coordination with regional, state and local agencies.
6. Participate in transportation meetings, and conferences.
7. Administer project, which will include submission of quarterly progress reports, quarterly invoices, and final report.
8. Respond to public information requests.

Products:

1. Service improvement recommendations.
2. Quarterly reports and billings and final report.

Beneficiaries:

Gloucester County, municipalities, the private sector, and citizens.

Project Cost and Funding:

FY	Total	Highway Program	Transit Program	Comprehensive Planning	Other *
2014	\$56,599		\$56,599		
2015	\$48,350		\$48,350		
2016	\$48,350		\$48,350		
2017	\$48,350		\$48,350		

\$38,680 Cash - \$9,670 Match

Exhibit - C
OBJECT BILLING SUMMARY

AGENCY: Gloucester County

DATE: _____

CONTRACT #: 15-63-022

PROJECT TITLE: Transit Support Program (TSP-NJ)

OBJECT CLASSIFICATION	BUDGET	PREVIOUS COST	CURRENT COST	TOTAL COST	BALANCE
PERSONNEL	\$36,500.00				
FRINGE BENEFITS	\$11,350.00				
TRAVEL	\$400.00				
MATERIALS/SUPPLIES	\$100.00				
TOTAL	\$48,350.00				
LESS MATCH FOR COMMISSION	\$9,670.00				
AMOUNT PAYABLE	\$38,680.00				



1000 W. MARKET STREET, SUITE 200
 PHILADELPHIA, PA 19102-3320
 PHONE: 215-382-1500
 FAX: 215-382-1514
 WWW.DVRPC.ORG

**Exhibit - C
 TASK BILLING SUMMARY**

AGENCY: Gloucester County

DATE: _____

CONTRACT #: 15-63-022

PROJECT TITLE: Transit Support Program (TSP-NJ)

TASK TITLE	BUDGET	PREVIOUS COST	CURRENT COST	TOTAL COST	BALANCE
Task 1 - Monitor NJ Transit	\$11,000.00				
Task 2 - Assist regional Agencies w/ Transit Projects	\$8,000.00				
Task 3 - Assist Business Community	\$3,000.00				
Task 4 - Regional Marketing	\$10,000.00				
Task 5 - Provide Technical Assistance	\$5,000.00				
Task 6 - Participate In Meetings	\$4,000.00				
Task 7 - Administration	\$2,350.00				
Task 8 - Response to Public Requests	\$5,000.00				
TOTAL	\$48,350.00				

Electronic Copies of this form can be found on our website: http://www.dvrpc.org/asp/Consultant/files/INVOICE_form.pdf

INVOICE

Delaware Valley Regional
Planning Commission
190 N. Independence Mall West – 8th Floor
Philadelphia, PA 19106

Date: _____
Agreement No.: 15-63-022
Reporting Period:
From: _____
To: _____

Attention: Accounting Department

This invoice is submitted consistent with the terms and conditions of the above referenced Agreement:

1. Total Cost Incurred During Period	\$0 _____
2. Less Matching for Agency Grant (-.20%)	\$ _____
3. Less Retainage, if any	(-) \$0.00 _____
4. Net Amount Payable	\$ _____

Submitted By: _____ Date: _____
(Signature)

Agency: The County of Gloucester, NJ

Project Title: Transit Support Program

*Please attach all original invoices.

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

Standard Articles of Agreement

Exhibit –B Form 10

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This document is based on the March 1994 version. The date of all subsequent revisions appears after the Article, Section or paragraph revised.

Article 20: Surveys and Questionnaires was deleted 9-19-97

Last Revision 11-23-98

Article 1: Responsibilities and Services of the SUBRECIPIENT

1.1 Consistent with the COMMISSION's responsibilities to the AGENCY, as its agent and coordinator for the PROJECT, the SUBRECIPIENT shall be responsible for the technical direction, management and conduct of the PROJECT.

1.2 The COMMISSION hereby agrees to engage the SUBRECIPIENT and the SUBRECIPIENT shall perform in a satisfactory and proper manner, as determined by the COMMISSION, such services as are specified by the Agreement and Exhibit "A", Scope of Services, hereinafter referred to as the PROJECT, which is attached hereto and made a part hereof.

1.3 The SUBRECIPIENT hereby agrees to administer the Agreement in accordance with all requirements and regulations of the AGENCY and COMMISSION. The SUBRECIPIENT understands that requirements and regulations may change, however, the most recent of any AGENCY requirements or regulations will govern the administration of this Agreement at any particular time. *Section Revised 2-2-98*

1.4 The SUBRECIPIENT bears primary responsibility for the administration and success of the PROJECT, although the SUBRECIPIENT is encouraged to seek the advice and opinions of the COMMISSION and the AGENCY on problems that may arise. The giving of such advice shall not shift the responsibility for final decisions to the COMMISSION or the AGENCY.

1.5 The SUBRECIPIENT hereby agrees to furnish its services in the amount necessary to complete promptly, effectively and in conformance with professional standards established by the AGENCY and Federal government the services specified by this Agreement. All of the services specified by this Agreement shall be performed by the SUBRECIPIENT and its employees or contractor under the personal supervision of a qualified Project Manager as shall be designated by the SUBRECIPIENT and approved by the COMMISSION. *Section Revised 2-2-98*

The SUBRECIPIENT agrees that the COMMISSION shall not be subject to any obligations or liabilities to any contractor or any other person not party to this Agreement. *Paragraph Added 2-2-98*

1.6 The personnel required to perform the services specified by this Agreement shall be procured by the SUBRECIPIENT. All procurement expenses shall be borne by the SUBRECIPIENT. All personnel engaged in performing the services specified by this Agreement shall be fully qualified and authorized or permitted under State and local law to perform such services. Such personnel shall not be employees of, or have any contractual relationship with the COMMISSION.

1.7 The SUBRECIPIENT is required to submit a monthly summary progress report to the COMMISSION not later than ten (10) days after the close of the preceding month.

This report shall be in narrative form, divided by tasks as specified in the Scope of Services, and include the percentage of progress for each task for the period and to date; a comparison of costs incurred with amounts budgeted; a comparison of work performed to the schedule; where established goals were not met, or slippage has occurred or is anticipated, the report must include a narrative description of the difficulties encountered and the SUBRECIPIENT's proposed solution of the problem.

1.8 Prior to the preparation and completion of final reports, maps, and other documents specified by this Agreement, the SUBRECIPIENT shall provide the specified number of copies of such reports, maps and other documents in draft form to the COMMISSION for discussion, review, and approval.

The SUBRECIPIENT shall solicit and submit with the draft reports, maps, or other documents, comments from policy, technical and citizen advisory committees; local and regional planning agencies; transit operators and political jurisdictions affected by the PROJECT's recommendations. These comments should be directed to the nature and objectives of the PROJECT, report findings and final recommendations.

1.9 The SUBRECIPIENT hereby agrees to provide adequate insurance coverage for its employees working on the PROJECT, accept full responsibility for the deduction and payment of all unemployment insurance, social security, State and Federal taxes, and any other taxes or payroll deductions required by law for its employees.

1.10 The SUBRECIPIENT shall indemnify, save, and hold the COMMISSION and the AGENCY, their officers, employees and agents acting within their official duties, harmless from any and all claims, demands and actions based upon or arising out of any services performed by the SUBRECIPIENT's officers, employees or agents under this Agreement, and shall defend any and all actions brought against the COMMISSION or AGENCY based upon any such claims or demands. *Section Revised 2-2-98*

1.11 None of the personal services specified by this Agreement shall be procured by the SUBRECIPIENT without prior approval of the COMMISSION. This provision does not include commercial services, such as printing, etc. *Section Revised 11-20-98*

1.12 All contracts entered into by the SUBRECIPIENT shall contain all of the provisions of these Standard Articles of Agreement. *Section Revised 11-20-98*

1.13 The SUBRECIPIENT shall maintain a written code or standard of conduct that governs the performance of its officers, employees, board members, or agents engaged in the award and administration of third party contracts or subcontracts supported by Federal assistance. The code of standard shall prohibit officers, employees, board members, or agents participating in the selection, award or administration of a third party contract or sub-agreement supported by Federal assistance if a real or apparent conflict of interest would be involved. *Section Added 11-23-98*

Article 2: Assignability

2.1 The SUBRECIPIENT shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the COMMISSION thereto; provided, however, that claims for compensation due, or to become due the SUBRECIPIENT from the COMMISSION under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COMMISSION.

Article 3: Supervision

3.1 In order that the COMMISSION may meet its obligations to the AGENCY, with respect to supervision of the content and technical quality of the services performed as specified by this Agreement, it is hereby agreed that the services performed by the SUBRECIPIENT under this Agreement shall be under the general supervision and direction of the COMMISSION.

Article 4: Responsibilities of the COMMISSION

The COMMISSION, as Grant recipient and coordinator for the Program, shall:

4.1 Coordinate the PROJECT with all other projects in its Program on a continuing basis to avoid duplication of effort and to insure that all activities in its Program are compatible and interrelated.

4.2 Provide technical assistance to the SUBRECIPIENT required during the development of the PROJECT.

4.3 Provide data existing in the COMMISSION's data file to the SUBRECIPIENT. The cost for this data shall be only that of reproduction or processing. The SUBRECIPIENT shall return to the COMMISSION such information, data, reports, and records as the COMMISSION shall request, and the SUBRECIPIENT shall treat as confidential any materials which may be stipulated by the COMMISSION.

4.4 Prepare periodic progress reports as required by the AGENCY, incorporating the project progress reports prepared by the SUBRECIPIENT.

4.5 The COMMISSION shall, as appropriate, conduct a review of the administration of the PROJECT to determine whether the SUBRECIPIENT has efficiently complied with policies, procedures and regulations of the AGENCY and the obligations of this Agreement.

4.6 After execution of this Agreement, and prior to the first invoice, the COMMISSION's audit staff may hold an "Accounting and Record Keeping" meeting at the

SUBRECIPIENT's offices with their assigned Project Manager, administrative and accounting personnel in order to insure that all procedures and records will be maintained in conformance with Federal Audit Standards and Regulations. *Section Revised 9-19-97*

Article 5: Changes and Amendments

5.1 Administrative changes, such as a change in the designation of the representative of the COMMISSION, or of the office to which a report is to be transmitted, constitute changes to this Agreement and do not affect the substantive rights of the COMMISSION or the SUBRECIPIENT. Such changes may be issued unilaterally by the COMMISSION and do not require the concurrence of the SUBRECIPIENT. Such changes will be in writing and will generally be effected by a letter from the COMMISSION to the SUBRECIPIENT.

Section Revised 9-19-97

5.2 Minor changes, corrections or additions to the Agreement that have been mutually agreed upon by the COMMISSION and the SUBRECIPIENT shall be in writing in the form of a letter from the COMMISSION to the SUBRECIPIENT, setting forth therein the changes, corrections or additions, approved by endorsement of the COMMISSION.

Section Revised 9-19-97

Letters authorizing changes may be issued in the following instances:

- a. When the SUBRECIPIENT requests a budget revision in the Object Line Budget or Task Budget that exceeds five (5%) percent of the total PROJECT costs.
- b. As determined by the COMMISSION, an extension of the Time of Performance is required.
- c. Minor changes or clarifications to the Scope of Services which do not substantively alter the products to be produced.

Paragraph Revised 9-19-97

5.3 Any major PROJECT changes which substantially alter the rights of either party, the cost of the PROJECT, or any major phase thereof, which substantially alter the objective or scope of the PROJECT, or which substantially reduce the time or effort devoted to the PROJECT on the part of the SUBRECIPIENT will require a formal agreement amendment to increase or decrease the dollar amount, the term, or other principal provisions of this Agreement.

5.4 No formal amendment may be entered into unless the COMMISSION has received timely notification of the proposed PROJECT change(s). However, if the COMMISSION determines that circumstances justify such action, they may receive and act upon any request for formal amendment submitted prior to final payment under this Agreement. Formal amendments may be executed subsequently only with respect to matters which

are the subject of final audit or dispute appeals.

5.5 Copies of either or both amendments to the agreement and letters authorizing changes will be attached to the original of this Agreement and to each copy. Such letters and amendments will then become a part thereof.

5.6 The COMMISSION shall prepare all formal amendments. Formal amendments shall be identified by consecutive letters after the Agreement number.

Article 6: Compensation and Method of Payment

6.1 Payment shall be made by the COMMISSION to the SUBRECIPIENT based on monthly or quarterly invoices which shall be submitted in writing by the SUBRECIPIENT to the COMMISSION. These invoices shall consist of:

- a. Invoice form indicating expenditures during the reporting period duly certified by the SUBRECIPIENT.
- b. Detailed account of all personnel working on the PROJECT; hourly rate, number of hours, and total costs. Detailed list of all other costs.
- c. Billing Summary by Object Class.
- d. Billing Summary by Task.

Sample forms are attached.

6.2 Such monthly or quarterly invoices for payment shall be honored and paid by the COMMISSION to the SUBRECIPIENT based on receipt and acceptance by the COMMISSION of the following:

- a. The invoices for payment submitted by the SUBRECIPIENT in accordance with Section 6.1 hereof.
- b. The PROJECT progress reports submitted by the SUBRECIPIENT in accordance with Article 1.7 hereof.

The SUBRECIPIENT's final invoice must be presented within forty-five (45) days after termination of services.

6.3 The final payment shall be made after the COMMISSION has determined that the SUBRECIPIENT has satisfactorily performed the services specified by this Agreement. It is expressly understood and agreed that where the final payment is authorized and payment made to the SUBRECIPIENT prior to final audit, and if at the time of final audit the COMMISSION and/or the United States of America determines items to be ineligible

under the Federal grant contract, the SUBRECIPIENT will make restitution of any overpayment to the COMMISSION for subsequent repayment to the United States of America.

6.4 Allocability of PROJECT costs shall be determined by the following:

- a. The costs must be reasonable within the scope of the PROJECT.
- b. The cost is allocable to the extent of benefit properly attributable to the PROJECT.
- c. Such costs must be accorded consistent treatment through application of generally accepted accounting principles.
- d. The cost must not be allowable to or included as cost of any other federally assisted program in any accounting period (either current or prior).
- e. Such costs must be net costs to the SUBRECIPIENT (i.e., the price paid minus any refunds, rebates or discounts). *Paragraph Replaced 2-2-98*
- f. The SUBRECIPIENT may not delegate or transfer his responsibility for the use of the funds set forth in this Agreement.
- g. Overhead and fringe rates are provisional and subject to audit.

Costs must conform to the applicable US OMB Circular or Federal regulation:

For a legally established government entity - US Office of Management and Budget (OMB) Circular A-87, Revised, "Cost Principals for State and Local Governments".

For institutions of higher education - US OMB Circular A-21, Revised, "Cost Principals for Educational Institutions".

For private non-profit organizations - US OMB Circular A-122, Revised, "Cost Principals for Non-Profit Organizations".

For-private organizations - Federal Acquisition Regulation, 48 CFR Chapter I, Subpart 31.2, "Contracts with Commercial Organizations".

Paragraph Added 2-2-98

6.5 The SUBRECIPIENT shall be paid for progress and final invoices after the COMMISSION has received the appropriate payment from the AGENCY.

6.6 Compensation and method of payment are subject to all special conditions set forth

in the Special Conditions Section of this Agreement.

Article 7: Termination of Agreement for Cause and/or Convenience

7.1 If, through any cause the SUBRECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the SUBRECIPIENT shall violate any of the covenants, agreements or stipulations of this Agreement, the COMMISSION shall thereupon have the right to terminate this Agreement.

7.2 The COMMISSION shall have the right to terminate this Agreement for convenience whenever the COMMISSION shall determine that such termination is in the best interest of the COMMISSION and that continuation of the PROJECT(s) would not produce results commensurate with the further expenditure of funds.

7.3 This Agreement shall be terminated immediately if for any reason the AGENCY terminates, or in any other manner eliminates funds made available to the SUBRECIPIENT by this Agreement.

7.4 The COMMISSION may terminate this Agreement in writing or by telephone. If termination is telephoned, the COMMISSION shall confirm such termination in writing.

- a. In either case, the effective date of the termination shall be the date of notification.
- b. Upon notification of termination, the SUBRECIPIENT must stop incurring costs and cease performance immediately. *Section Revised 9-19-97*

7.5 Upon termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in graphic or electronic format, prepared by the SUBRECIPIENT shall, at the option of the COMMISSION, become the property of the COMMISSION and the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. *Section Revised 9-19-97*

7.6 NOTWITHSTANDING the above, the SUBRECIPIENT shall not be relieved of liability to the COMMISSION for damages sustained by the COMMISSION by virtue of any breach of this Agreement by the SUBRECIPIENT, and the COMMISSION may withhold any payments to the SUBRECIPIENT for the purpose of set-off until such time as the exact amount of damages due to the COMMISSION from the SUBRECIPIENT for breach of this Agreement is determined.

7.7 Prior to termination for cause, the SUBRECIPIENT shall be afforded an opportunity for consultation.

7.8 The Parties may enter into an Agreement to terminate the PROJECT at any time

pursuant to the terms which are consistent with these Articles of Agreement. The Agreement shall establish the effective date of termination of the PROJECT, the basis for settlement of the PROJECT termination costs, and the amount and date of payments of any sums due either party. The COMMISSION shall prepare the termination document.

7.9 The SUBRECIPIENT may not unilaterally terminate the PROJECT work set forth in this Agreement. If, during the development of the PROJECT conditions should change that would warrant complete or partial termination, the SUBRECIPIENT shall give written notice to the COMMISSION of a request for termination. If the COMMISSION determines that there is a good cause for the termination of all or any portion of the PROJECT set forth in this Agreement, the COMMISSION may enter into a termination Agreement or unilaterally terminate the PROJECT pursuant to Article 7.4, effective with the date of cessation of this PROJECT. If the COMMISSION determines that the SUBRECIPIENT has ceased work on the PROJECT without good cause, the COMMISSION may unilaterally terminate the PROJECT pursuant to Article 7.4 of this Agreement, or annul the Agreement pursuant to this Article.

7.10 Upon termination, the SUBRECIPIENT must refund or credit to the COMMISSION that portion of any funds paid or owed the SUBRECIPIENT and allocable to the terminated PROJECT work, except such portion thereof as may be required to meet commitments which had become firm prior to the effective date of termination and are otherwise allowable. The SUBRECIPIENT shall not make any new commitments without COMMISSION approval. The SUBRECIPIENT shall reduce the amount of outstanding commitments insofar as possible and report to the COMMISSION the uncommitted balance of funds set forth in this Agreement. The allocability of termination costs will be determined in conformance with applicable Federal cost principles.

Article 8: Suspension of Agreement - Stop Work Orders

8.1 Work on this PROJECT, or on a portion or phase of this PROJECT, can be ordered stopped by the COMMISSION.

8.2 Work stoppages may be required for good cause, such as, but not limited to, default by the SUBRECIPIENT, failure to comply with the terms and conditions of this Agreement, realignment of programs, lack of adequate funding or advancements in the state-of-the-art.

- a. Generally, use of a stop-work order will be limited to those situations where it is advisable to suspend work on the PROJECT or portion or phase of the PROJECT for important program or AGENCY considerations and a supplemental agreement providing for such suspension is not feasible.
- b. Although a stop-work order may be used pending a decision to terminate by mutual agreement, or for other cause, it will not be used in lieu of the issuance of a termination notice after a decision to terminate has been made.

8.3 Prior to issuance, stop-work orders shall be discussed with the SUBRECIPIENT and should be appropriately modified, at the discretion of the COMMISSION, in the light of such discussions. Stop-work orders will include (a) a clear description of the work to be suspended; (b) instructions as to the issuance of further orders to the SUBRECIPIENT for services; (c) an order to cease performance and stop incurring all further expenditures; and (d) other suggestions to the SUBRECIPIENT for minimizing costs.

8.4 Upon receipt of a stop-work order, the SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within the suspension period, or within any extension of that period to which the Parties shall have agreed, the COMMISSION shall, in writing, either:

- a. cancel the stop-work order, in full or in part;
- b. eliminate the work covered by such order; or
- c. authorize resumption of work.

8.5 If a stop-work order is canceled or the period of the work or any extension thereof expires, or upon authorization to resume the work, the SUBRECIPIENT shall promptly resume the previously suspended work. An equitable adjustment shall be made in the scheduled time frame, or in the Agreement amount, or both of these and the Agreement shall be amended accordingly, provided the SUBRECIPIENT asserts a written claim for such adjustment(s) within sixty (60) days after the end of the period of work stoppage when any of the following occur:

- a. the stop-work order results in an increase in the SUBRECIPIENT's cost properly allocable to the performance of any part of the PROJECT; and/or
- b. a stop-work order is not canceled and the PROJECT WORK covered by such order is within the scope of a subsequently issued termination order. Reasonable costs resulting from the stop-work order shall then be allowed in arriving at the termination settlement.

8.6 However, if the COMMISSION determines the circumstances do not justify an adjustment, it may receive and act upon any such claim asserted in accordance with Articles 9 and 10 of this Agreement.

8.7 Costs shall not be allowable if incurred by the SUBRECIPIENT after a stop-work order is delivered, or within any extension of the stop-work period, with respect to the PROJECT work suspended by such order and which is not authorized by this Article or specifically authorized in writing by the COMMISSION.

8.8 Failure to agree upon the amount of an equitable adjustment due under a

stop-work order shall constitute a dispute under this Agreement.

Article 9: Disputes

9.1 Except as otherwise provided by law, or this Agreement, any dispute arising under this Agreement shall be decided by the COMMISSION who shall reduce its decision to writing and mail, or otherwise furnish a copy thereof to the SUBRECIPIENT.

~~9.2 A decision of the COMMISSION made pursuant to this Article shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the SUBRECIPIENT mails (certified mail, return receipt requested) or otherwise delivers to the COMMISSION a request for arbitration as set forth in Article 10 hereof.~~

Article Revised 9-19-97

Article 10: Arbitration

10.1 Any dispute between the parties to this Agreement, which cannot be resolved by good faith negotiation between them, shall be submitted to the American Arbitration Association, whose decision shall be final and binding upon the parties and enforceable in any competent court having jurisdiction of the matter.

10.2 Arbitration proceedings may be initiated at the election of either party by giving ten (10) days written notice to the other, and to the Association, of his demand, and such proceedings shall be conducted according to the prevailing rules of the Association.

10.3 The costs for arbitration proceedings shall be borne by the parties, established by the American Arbitration Association. Arbitration costs may or may not be reimbursable; the AGENCY will consider each on an individual basis.

Article 11: Federal Requirements

11.1 Civil Rights Requirements *Section 11.1 Substantially Revised 11-23-98*

(a) Prohibitions Against Discrimination

The SUBRECIPIENT agrees to comply with, and assure compliance of all contractors with all requirements of 49 U.S.C. § 5332, which prohibits discrimination on the basis on the race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

The SUBRECIPIENT agrees to comply with, and assure compliance by third party contractors at any tier under the PROJECT, with all requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1994, as amended, 42 U.S.C. § 2000d, and the US Department of Transportation regulations, Nondiscrimination in Federally-Assisted Programs of

the Department of Transportation -- Effectuation of the Title VI of the Civil Rights Act", 49CFR Part 21, and any other implementing requirements which may be issued.

(b) Equal Employment Opportunity

The SUBRECIPIENT agrees to comply with, and assure compliance by third party contractors at any tier under the PROJECT with all requirements of Title VII of the Civil Rights Act of 1994, as amended, 42 U.S.C. § 2000e: 49 U.S.C. § 5332; and the rules and regulations of the AGENCY, and specifically shall comply with the following:

- i. The SUBRECIPIENT agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The SUBRECIPIENT to take affirmative action to ensure that applicants for employment and employees are treated during employment, without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities.
- ii. If the SUBRECIPIENT is required to submit and obtain Federal Government approval of its Equal Employment Opportunity (EEO) Program, that EEO program as approved is incorporated by reference and made a part of the Agreement. Failure by the SUBRECIPIENT to carry out the terms of the EEO program shall be treated as a violation of this Agreement. Upon notification to the SUBRECIPIENT of its failure to carry out the approved EEO program, the Federal Government may impose such remedies as it considers appropriate.

(c) Disadvantaged Business Enterprise (DBE) Program

The Delaware Valley Regional Planning Commission is committed to providing opportunities for Disadvantaged Business Enterprises (DBE) to compete for work. DBEs are certified by the Pennsylvania Unified Certification Program (PAUCP) and the New Jersey Unified Certification Program (NJUCP) in accordance with 49 CFR Part 26. Any party that enters into an agreement with DVRPC is encouraged to involve Disadvantaged Business Enterprises in the required work and to submit documentation of any such involvement in the proposal narrative and budget.

Any party that enters into an agreement with DVRPC shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any agreement or in the administration of its DBE program or

the requirements of 49 CFR part 26. All parties to DVRPC agreements shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of any sub-agreements and in addition each prime contractor or SUBRECIPIENT must include the following assurance in any sub-contracts entered into:

- i. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of this agreement.

(d) Nondiscrimination on the Basis of Sex:

To the extent applicable, the SUBRECIPIENT agrees to comply with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681, 1683, and 1685 through 1687, which prohibit discrimination on the basis of sex and any additional Federal requirements or regulations which may be promulgated.

(e) Nondiscrimination on the Basis of Age:

The SUBRECIPIENT agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 through 6107. And implementing regulations, which prohibit discrimination on the basis of age.

(f) Access Requirements for Persons with Disabilities:

The SUBRECIPIENT agrees to comply with the requirements of 49 U.S.C. § 5301(d) which express the Federal policy that the elderly and persons with disabilities have the same rights as others to use mass transportation services and facilities, and that special efforts shall be made in planning and designing these services and facilities to implement those policies. The SUBRECIPIENT also agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 42 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disability Act of 1990, as amended, 42 U.S.C §§ 12101 *et seq.*, which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

- i. USDOT regulations, "Transportation Services for Individuals with Disabilities (ADA)", 49 CFR Part 37.
- ii. USDOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance", 49 CFR part 27.

- iii. Joint US Architectural and Transportation Barriers Compliance Board / USDOT regulation, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles", 36 CFR Part 1192 and 49 CFR Part 38.
- iv. US Department of Justice regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services", 28 CFR Part 35.
- v. US Department of Justice regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and Commercial Facilities", 28 CFR Part 36.
- vi. US General Services Administration regulations, "Accommodations for the Physically Handicapped", 41 CFR Subpart 101-19.
- vii. US Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment provisions of the Americans with Disabilities Act", 29 CFR part 1630.
- viii. US Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Hearing and Speech Disabled", 47 CFR Part 65, Subpart F.
- ix. Federal Transit Administration (FTA) regulations, "Transportation for Elderly and Handicapped Persons", 49 CFR part 609.
- x. Any implementing requirements the FTA may issue. Note: the above regulations essential provide that no otherwise qualified handicapped person shall, solely by reason of his or her handicap, be excluded from participation in, be denied the use of, or otherwise be subjected to discrimination under any program, activity or facility that receives or benefits from Federal financial assistance.

(h)Confidentially & Other Civil Rights Protections Related to Drug or Alcohol Abuse or Alcoholism:

The SUBRECIPIENT agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Pub. L. 91-616, December 31, 1970, and the Public Health Services Act of 1912, 42 U.S.C. §§ 290dd-3 and 290ee-3, including any amendments to these Acts.

11.2 Political Activity

The provisions of the "Hatch Act", 5 U.S.C. §§ 1501 through 1508 and 7324 through 7326 and U.S. Office of Personnel Management regulations, "Political Activity of State and Local Officers or Employees", Title 5 C.F.R. Part 151, Code of Federal Regulations, shall apply to the extent of the regulations. *Section Revised 11-23-98*

A Federal employee (this includes City, State and Municipal workers receiving Federal money, grants or loans, but does not include non-supervisory personnel) may not use his official authority or influence for the purpose of affecting the result of an election, nor may he take an active part in political management or political campaigns. *Section Revised 11-23-98*

11.3 Disclosure of Information

All information obtained by the SUBRECIPIENT in this PROJECT and submitted to the COMMISSION is subject to disclosure to others, as provided for under the Freedom of Information Act 5 U.S.C. 552. In addition, the COMMISSION acquires the right, unless otherwise provided, to use and disclose all PROJECT data.

11.4 Clean Air and Clean Water

The SUBRECIPIENT hereby agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 et. seq.), and/or the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et. seq.). *Section Revised 9-19-97*

11.5 Energy Conservation Program

The SUBRECIPIENT agrees to comply with the mandated energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq. *Section Revised 9-19-97*

11.6 Historic Preservation

In connection with carrying out this Project, the SUBRECIPIENT shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order No. 11593, (16 U.S.C. 469a-1 et seq.), by:

- (a) Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in, or eligible for inclusion in, the National Register of Historic Places that may be affected by the PROJECT, and notifying the AGENCY of the existence of any such properties; and by,
- (b) Complying with all requirements established by the AGENCY to avoid or mitigate adverse effects upon Historic properties. *Section Revised 9-19-97*

11.7 Environmental Requirements

The SUBRECIPIENT shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," and any other applicable rule or regulation of the AGENCY.

Section Added 9-19-97

11.8 Resource Conservation and Recovery Act

The SUBRECIPIENT shall comply with all applicable requirements of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.

Section Added 2-2-98

11.9 Comprehensive Environmental Response, Compensation, and Liability Act

The SUBRECIPIENT shall comply with all applicable requirements of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended 42 U.S.C. §§9601 et seq.

Section Added 2-2-98

11.10 Contract Work Hours and Safety Standards Act

The SUBRECIPIENT shall comply with all applicable requirements, including non-construction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332.

Section Added 2-2-98

11.11 Metric System

To the extent required by the AGENCY, the SUBRECIPIENT agrees to use the metric system of measurement in the PROJECT and to the extent practicable and feasible, accept products and services with dimensions expressed in the metric system of measurement.

Section Added 9-19-97

11.12 False or Fraudulent Statements and Claims

The SUBRECIPIENT agrees to comply with the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3801 et seq. and the AGENCY's regulations, and certifies and affirms the truthfulness and accuracy of any statement, claim, submission or certification it has made, it makes, or it may make pertaining to this Agreement.

Section Added 9-19-97

11.13 Incorporation of Provisions

The SUBRECIPIENT shall include the provisions of paragraphs 11.1 through 11.13

in every subcontract under this Agreement, including procurement of materials which shall be secured in compliance with AGENCY regulations and OMB Circular A-102, and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The SUBRECIPIENT shall take such action with respect to any subcontract or procurement under this Agreement, as the COMMISSION, AGENCY or Federal Government may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a SUBRECIPIENT becomes involved in, or is threatened with, litigation with a contractor or supplier as a result of such direction, the SUBRECIPIENT may request the COMMISSION to enter into such litigation to protect the interests of the COMMISSION and, in addition, the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

Article 12: Interest of Members of the COMMISSION and Others

12.1 No officer, member or employee of the COMMISSION or AGENCY, and no member of its governing body, and no other public official of the governing body of the locality or any other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of the PROJECT, shall have any personal interest, direct or indirect, apart from his official duties, in this Agreement or the proceeds thereof.

Article 13: Interest of the SUBRECIPIENT

13.1 The SUBRECIPIENT covenants that no member, officer or employee of the SUBRECIPIENT has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services, required to be performed under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Article 14: Interest of Members of Congress

14.1 No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement, or to any benefit therefrom.

Article 15: Audit and Inspection of Records

15.1 The SUBRECIPIENT shall keep, or cause to be kept, accurate records and books of accounts, and shall record and report with all essential details the receipt and disbursement of all funds under the terms of this Agreement in accordance with generally accepted accounting principles and procedures. All costs charged against this Agreement shall be supported by properly executed payrolls, time records, invoice, contracts and vouchers evidencing in proper detail the nature and propriety of the charges. All accounting records shall readily provide a breakdown of costs in accordance

with the line items shown on the latest approved budget. The SUBRECIPIENT shall permit and shall require its contractors to permit, the COMMISSION, the AGENCY and the Comptroller General of the United States, or any of their duly authorized representatives, access at all reasonable times, to all records and books of accounts pertaining to this Agreement. The SUBRECIPIENT agrees that any payment made by the COMMISSION to the SUBRECIPIENT, and any expenditures of the SUBRECIPIENT under the terms of this Agreement, are subject to audit by the COMMISSION.

15.2 The SUBRECIPIENT agrees to remit to the COMMISSION any excess payments made to the SUBRECIPIENT, any costs disallowed as a result of audit, and any amounts recovered by the SUBRECIPIENT from third parties or other sources.

Paragraph Added 11-23-98

15.3 The SUBRECIPIENT shall preserve all documents, records and books of account pertaining to this Agreement for a period of three (3) years from the date of final payment for inspection and/or audit by any authorized representative of the COMMISSION, AGENCY and the Comptroller General of the United States, and copies thereof, if requested, shall be furnished to any of the foregoing. The COMMISSION or the AGENCY may request the SUBRECIPIENT to surrender all records at the end of the three (3) year period for additional storage.

15.4 The SUBRECIPIENT shall provide the COMMISSION with an audit prepared in conformance with the Single Audit Amendments of 1996, 31 U.S.C. §§ 7501 *et seq.*, in accordance with U.S. OMB Circular A-133, "Audit of the States, Local Governments and Non-Profit Organizations", and the latest US Department of Transportation A-133 Compliance Supplement. The audit shall include the funds provided by the COMMISSION and shall be made available to the COMMISSION in a timely manner. The SUBRECIPIENT understands that the audit may be made available to the AGENCY and the Comptroller General of the United States.

Paragraph Revised 11-23-98

15.5 Should the COMMISSION audit the SUBRECIPIENT in place of the audit performed under 15.4 above, the COMMISSION's audit of the SUBRECIPIENT is reviewed and accepted by an independent certified public accounting firm and the cognizant Federal Audit Agency which is consistent with the COMMISSION's single annual audit concept as approved by the Government, and the COMMISSION shall permit the authorized representatives of the independent certified public accounting firm, the AGENCY or the Comptroller General of the United States to inspect and audit all data and records of the COMMISSION relating to the SUBRECIPIENT's performance under this Agreement.

Article 16: Identification of Documents

16.1 All reports, publications and other documents, except those prepared or completed exclusively for internal use shall carry the following notation on the front cover or title page or, in case of maps, in the title block:

"The preparation of this report (map, document, etc.) was financed in part through funds made available by the Delaware Valley Regional Planning Commission from a grant by the United States (Agency's name). The contents do not necessarily reflect the views or policies of the Delaware Valley Regional Planning Commission, the AGENCY or the Federal Government and neither assumes liability for its contents or use".

Article 17: Publicity

17.1 Press releases and other public dissemination of information by the SUBRECIPIENT concerning the PROJECT work shall be coordinated with the COMMISSION and AGENCY and acknowledge AGENCY grant support.

Article 18: Rights in Data, Copyrights, and Disclosure

18.1 The COMMISSION and/or AGENCY reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for government purposes of (1) any subject data developed under this Agreement by the SUBRECIPIENT or any subcontract at any tier, whether or not a copyright has been obtained, and (2) any rights of copyright to which SUBRECIPIENT or contractor at any tier, purchases ownership financed under this Agreement.

18.2 Definition. The term "Data" as used herein includes written reports (progress, draft and final), studies, drawings or other graphic, electronic, chemical or mechanical representations, and work of any similar nature which are required to be delivered under this Agreement. It does not include the SUBRECIPIENT's financial reports, or other information incidental to contract administration.

18.3 Data submitted to and accepted by the COMMISSION under this Agreement shall be the property of the COMMISSION and/or AGENCY and it shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate, including making it available to the general public. Such use shall be without any additional payment to, or approval by, the SUBRECIPIENT.

18.4 No data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The SUBRECIPIENT relinquishes any and all copyrights and/or copyright rights, and/or privileges to data developed or prepared under this Agreement. The SUBRECIPIENT shall not include in the data any copyrighted matter, unless the SUBRECIPIENT provides the COMMISSION with written permission of the copyright owner for the SUBRECIPIENT to use such copyrighted matter.

18.5 The SUBRECIPIENT bears responsibility for the administration of the PROJECT and therefore the SUBRECIPIENT alone is liable for any claims of copyright infringement for any copyrighted material.

18.6 It is a condition precedent to SUBRECIPIENT's compensation that he report to the COMMISSION, within 15 days and in reasonable written detail, each notice or claim of copyright infringement based on the performance under the PROJECT or out of work, or services, performed hereunder. The SUBRECIPIENT shall furnish to the COMMISSION, when requested by the COMMISSION, all evidence and information in possession of the SUBRECIPIENT pertaining to such suit or claim.

Article Revised 9-19-97

Article 19: Confidentiality

19.1 At no time, without written COMMISSION approval, may the SUBRECIPIENT divulge or release information, reports, recommendations or things of a like nature developed or obtained in connections with performance of this Agreement that are of direct interest to the COMMISSION.

- (a) The COMMISSION has direct interest in the SUBRECIPIENT's material when the SUBRECIPIENT's PROJECT is to be made a part of a larger PROJECT still under the supervision of the COMMISSION.
- (b) When such "direct interest" exists, it will be identified in the special conditions clause found in the body of the contract.

19.2 After the Agreement period, SUBRECIPIENT may divulge or release information that is of direct interest to the SUBRECIPIENT, but which has no direct interest to the COMMISSION.

Article 20: Patent Rights

20.1 Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived, or for the first time actually or constructively reduced to practice by the SUBRECIPIENT or its employees or contractor, in the course of, in connection with, or under the terms of this Agreement, the SUBRECIPIENT shall immediately give the COMMISSION written notice and shall promptly furnish a complete report. The COMMISSION shall promptly notify the AGENCY. Unless the AGENCY or Federal Government later makes a contrary determination in writing, the SUBRECIPIENT, or contractor at any tier, agrees it will transmit to the AGENCY those rights due in any invention resulting from that third party contract as described in the U. S. Department of Commerce regulations " Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" 37 C.F.R. Part 401.

Major Revision 9-19-97

Article 21: Liquidated Damages

21.1 The SUBRECIPIENT agrees that the COMMISSION shall retain ten percent (10%) of the Agreement amount from Federal funds made available under this

Agreement, to be used as a set off for reimbursing the COMMISSION for the cost to administer this Agreement should performance extend beyond the period of performance set forth in the Time of Performance Section of this Agreement.

21.2 The COMMISSION shall retain Ten Dollars per business day as liquidated damages for each day that performance is extended beyond the time fixed for performance in the Time of Performance set forth in this Agreement. The total sum to be charged by the COMMISSION for the entire delay in performance shall not be in excess of the ten percent (10%) held in retainage.

21.3 The COMMISSION shall, upon acceptance of the Draft Final Report promptly pay the SUBRECIPIENT any funds due from the retainage:

21.4 The decision by the COMMISSION to impose a daily charge for delay, or to excuse said delay, shall be final. A delay in performance by the SUBRECIPIENT may be excused by the COMMISSION if, in its sole discretion, it deems the delay to be a cause or causes beyond the control of the SUBRECIPIENT.

Article 22: Invoice Forms and Time Sheets

22.1 Sample forms which may be used by the SUBRECIPIENT in presenting its invoices in compliance with Article 6 hereof are attached hereto.

22.2 In order to comply with Federal Audit Regulations, each employee who works on the PROJECT must account for 100% of his or her time, although he or she only works on the PROJECT part of the time. The object of this requirement is to prove that the employee is accounting for and assigning 100% of his or her time. This requirement shall also apply to any consultant or contractor engaged by the SUBRECIPIENT.

Article 23: Certification of Non-collusion

23.1 The parties hereto hereby certify that neither the COMMISSION nor the SUBRECIPIENT, or their representatives have:

- (a) been required nor have, either directly or indirectly, as an expressed or implied condition for obtaining this Agreement, employed or retained or agreed to employ or retain, any firm or person;
- (b) been required nor have, paid or agreed to pay, to any firm or person, except bona fide employees of the COMMISSION and SUBRECIPIENT, any fee, contribution, donation, or other consideration of any kind to solicit to secure this Agreement;
- (c) acknowledged that this certification is subject to applicable laws of the Commonwealth of Pennsylvania and/or State of New Jersey, and the United States of America, both criminal and civil.

Article 24: Restrictions on Lobbying

24.1 The SUBRECIPIENT hereby certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit US Government Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification 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.
- (d) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Article 25: Entire Agreement

25.1 The Agreement Proper, the Scope of Services and these Standard Articles of Agreement and any other exhibit attached hereto constitute the entire understanding between the two parties hereto.

- (a) No amendment or modification changing its scope or terms have any force or effect unless they meet the criteria set forth in Article 5, hereof.
- (b) Any item that is to be deleted or modified from these the Standard Articles of Agreement shall be set forth in section: "Special Conditions" of the Agreement Proper.

RESOLUTION APPROVING A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF HEALTH TO RECEIVE FEES IN VARIOUS AMOUNTS FOR THE INSPECTION OF TANNING FACILITIES PURSUANT TO THE PUBLIC HEALTH SANITATION AND SAFETY PROGRAM, TANNING FACILITIES REGISTRATION AND INSPECTION PROJECT FROM JULY 1, 2014 TO JUNE 30, 2015

WHEREAS, the New Jersey Department of Health has supplied the County with a list of tanning facilities to be inspected by the County as part of the Public Health Sanitation and Safety Program, Tanning Facilities Registration and Inspection Project, as required by N.J.S.A. 26:2D-81 et seq. and N.J.A.C. 8:28-1.1 et seq; and

WHEREAS, the State provides funding for such inspections through a Grant Agreement; and

WHEREAS, the County of Gloucester desires to enter into the Grant Agreement to conduct such inspections through the County Department of Health, Senior and Disability Services; and

WHEREAS, pursuant to this agreement the County will receive reimbursement from the New Jersey Department of Health in an amount not to exceed \$200.00 for each registered tanning facility inspected with up to 10 sunlamp products, and \$10.00 for each additional sunlamp product at the facility; and

WHEREAS, the Grant period is from July 1, 2014 to June 30, 2015; and

WHEREAS, The County of Gloucester's Department of Health, Senior and Disability Services certifies that the said Grant has been reviewed and meets the standard requirements dated.

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 execute a grant agreement, and any other necessary documents, with the New Jersey Department of Health in order to receive fees for the inspection of tanning facilities pursuant to the Public Health Sanitation and Safety Program, Tanning Facility Registration and Inspection Project.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, August 6, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

SIGNATURE PAGE
ACKNOWLEDGING RECEIPT OF
GRANT AGREEMENT FOR SPECIAL HEALTH PROJECTS
BETWEEN THE
STATE OF NEW JERSEY
DEPARTMENT OF HEALTH

PUBLIC HEALTH SANITATION AND SAFETY PROGRAM
TANNING FACILITIES REGISTRATION AND INSPECTION PROJECT
AND
PARTICIPATING LOCAL HEALTH DEPARTMENTS

GRANT No.: (For NJDOH Use Only)

Date:

The New Jersey Department of Health, Public Health Sanitation and Safety Program,
Tanning Facilities Registration and Inspection Project will:

Reimburse the Local Health Department \$200.00 for each registered tanning
facility inspected in their jurisdiction with up to 10 sunlamp products and \$10.00
for each additional sunlamp product at the facility. The Grant Period covered is
from July 1, 2014 to June 30, 2015.

A payment voucher form (PHSS-5) is available at <http://nj.gov/health/eoh/phss> under the
"Forms" heading.

Name of Local Health Department (Vendor)	Vendor ID No./Federal Tax ID No.
Remittance Address of Local Health Department	
Name of Contact Person for Local Health Department	
Telephone Number of Contact Person	Email Address of Contact Person

(Print Name of Health Officer/Authorized Official)

(Signature of Health Officer/Authorized Official)

Sign and return to: New Jersey Department of Health
Public Health Safety and Sanitation Program
P.O. Box 369
Trenton, NJ 08625-0369

F-1

RESOLUTION AUTHORIZING ACCEPTANCE OF A BATTLEFIELD PROTECTION GRANT IN THE AMOUNT OF \$46,200.00 FROM THE NATIONAL PARK SERVICE AND ALLOWING THE EXECUTION OF ALL RELATED DOCUMENTS

WHEREAS, the Gloucester County Parks & Recreation Department was awarded a highly competitive and prestigious grant from the National Park Service in the amount of \$46,200.00; and

WHEREAS, this grant will be used to support a Phase I archaeological study of Fort Mercer at Red Bank Battlefield Park which includes the use of ground penetrating radar to determine the original footprint of the fort and possible identification of the burial site of Hessian soldiers; and

WHEREAS, the Gloucester County Parks & Recreation Department represents that it has reviewed all requirements of acceptance of this grant and certifies to the Board of Chosen Freeholders of the County of Gloucester that all terms and conditions are agreeable; and

WHEREAS, the grant amount has increased slightly from the \$45,000.00 application authorized by the Freeholder Board on December 27, 2013; the actual award amount will be \$46,200.00 with a revised use period between August 1, 2014 to August 1, 2016, with the County's in-kind match remaining at \$10,000.00; and

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

WHEREAS, the County Parks & Recreation Department has submitted grant award documents to the County Treasurer for review and said agency has approved such documents, and the Gloucester County Board of Chosen Freeholders agrees to comply with the grant conditions and other policies, regulations, and rules issued by the National Park Service for the administration of the grant project.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders that it hereby authorizes the acceptance of the grant award from the National Park Service in the amount of \$46,200.00 with an in-kind match of \$10,000.00 for a total of \$56,200.00 from August 1, 2014 to August 1, 2016, for an archaeological study at Red Bank Battlefield Park for the hereinabove stated purposes; and, 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 grant award documents for the Battlefield Protection Grant; and

BE IT FURTHER RESOLVED that the Freeholder Director and the Clerk of the Board hereby confirms that the County shall comply with all applicable regulations of the granting authority as referred to above and shall provide any necessary additional assurances as may be required.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday August 6, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

GRANT AGREEMENT No. GA-2287-14-004

Upon signature of both parties below, the National Park Service (NPS) will have obligated with this Grant Agreement the sum of **\$46,200.00** appropriated in fiscal year 2013 from the American Battlefield Protection Program Fund authorized by the Consolidated Appropriations Act of 2014, enacted as P.L. 113-76. The term of this grant agreement is:

Beginning Date: August 1, 2014

Ending Date: August 1, 2016

In accepting this grant, evidenced by signature below, **County of Gloucester, NJ**, agrees to comply with Department of the Interior regulations and requirements governing Federal grants stipulated in 43 CFR 12, which incorporate by reference Office of Management and Budget (OMB) Circular A-110 (Administrative Requirements for Grants to Non-Profit Organizations); Circular A-21 (Cost Principles for Higher Education); Circular A-122 (Cost Principles for Non-Profits Organizations); and Circular A-133 (Audits of Institutions of Higher Education and other Non-Profits). These requirements are hereby incorporated by reference into this grant agreement. These special conditions are also hereby incorporated into this grant award. The terms and conditions of this grant award shall be extended to subrecipients and subcontractors.

None of the funds awarded may be used to process any grant or contract documents which do not include the text of 18 U.S.C. 1913 prohibiting lobbying with appropriated funds. The recipient shall not use any part of the appropriated funds for any activity or for the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete.

In witness thereof, the parties have executed this Grant Agreement as of the dates entered below.

Grantee:

National Park Service:

By _____
Robert M. Dammingier

By _____
Paul Hawke

Title Freeholder Director

Chief, American Battlefield Protection Program

Date: August 1, 2014

Date _____

GRANT TERMS AND CONDITIONS

Grant Number	Beginning Date	End Date
GA-2287-14-004	August 1, 2014	August 1, 2016

1. **Administrative Requirements.** The grantee agrees that the conditions and requirements of Office of Management and Budget (OMB) Circulars A-21, A-122, A-110 (see 43 CFR 12), and A-133 will be the basis for its operation and administration of this grant. The grantee also agrees to the following terms and conditions necessary to facilitate post-award administration of the grant and to protect the interests of the Federal Government. Grantee noncompliance with these terms and conditions will cause disallowance of costs charged to the grant.

2. **Work Program.** Unless otherwise specified, the grantee shall carry out the scope of project work specified in the grant application forwarded to NPS. If any portion of the work to be supported by this grant receives financial assistance from another source during the grant period, the grantee must notify the grant awarding official (the NPS official whose signature and title appears on the Grant Agreement).

In accordance with OMB Circular A-110, the grantee may not, without prior written approval by the NPS grant awarding official, make changes in the approved grant application or budget that would materially alter the scope of work described in the enclosed Summary of Objectives and Results and the Work-Cost Budget.

The grantee shall not assign or otherwise transfer final responsibility for this Grant Agreement, the grant, or the project to any third party. The execution of subcontracts shall not alter or modify the obligations of the grantee. However, the grantee may subcontract for performance of project-related work summarized in this Grant Agreement and described in the grantee's application to NPS. All subcontracts are subject to prior written approval of NPS and, upon approval, become part of the Grant Agreement. Subcontracts also may not be changed without prior approval by NPS. The grantee remains fully responsible for the acts, omissions, or noncompliance of its subcontractors and of persons directly or indirectly acting for, or employed by, such subcontractors.

3. **Period of Performance.** All costs incurred during the grant period (**August 1, 2014, through August 1, 2016**) must be billed to the National Park Service within 90 days of the end date of the grant (by **October 30, 2016**) or the completion of project work, whichever is sooner.

4. **Method of Payment.** Payment of grant funds will be made using the electronic transfer of funds to a specified account for all advances and reimbursements through the ASAP system. An SF 270, Request for Advance or Reimbursement Form, must be submitted to the grant awarding official in advance for each payment request. If an advance is requested, an SF 425, Federal Cash Transactions Report, must then be submitted to NPS to record that grant funds drawn as an advance have been promptly expended. **The grantee must disburse cash advances as closely as is administratively feasible to the receipt of the funds advanced and not more than 30 days after receiving the advance.**

GRANT TERMS AND CONDITIONS

Grant Number
GA-2287-14-004

Beginning Date
August 1, 2014

End Date
August 1, 2016

5. **Allowable and Eligible Costs.** Expenses charged to grant funds may not be incurred prior to the beginning date specified above or subsequent to the grant end date, and may be incurred only as necessary to carry out the approved objectives, scope of work, and budget.

All expenses charged to the grant must be: directly related to the approved objectives and budget; eligible in accordance with OMB Circular A-21, A-110 and A-122; and supported by approved contracts, purchase orders, requisitions, bills, or other evidence of liability consistent with generally established purchasing procedures and generally accepted accounting principles.

If travel costs are charged to this grant, the grantee and its contractors must follow the travel policies in the Standardized Government Travel Regulations (41 CFR 101-7), and must not exceed these standard rates. All charges for grant-assisted travel must conform to OMB Circular A-122 standards. Vehicle charges are currently 55.5 cents per mile.

Prior to the expenditure of grant funds for equipment costing \$100 or more that is not listed in the enclosed budget, the grantee must submit a written request for NPS authorization of each equipment purchase. The grantee agrees to keep a property inventory and to comply with the property management requirements of OMB Circular A-110 (see 43 CFR 12.72) for all equipment purchased with grant funds.

6. **Project Monitoring.** The grantee agrees to maintain close liaison with NPS representatives throughout the grant period. NPS reserves the right to request meetings, upon reasonable notice, with grantee project staff at intervals during the course of project work. The grantee agrees to promptly notify the grant awarding official should any of the following conditions become known:

- a. Problems, delays, or adverse conditions that will materially affect the ability of the grantee (or its subcontractors, if any) to attain project objectives, prevent the project from meeting planned timetables, or preclude the completion of approved work.
- b. A need for adjustment to the project budget.

7. **Progress Reports and Final Report.**

An acceptable Interim Progress Report (including the ABPP Project Status Report Form and Standard Form 425 Financial Status Report) must be submitted to NPS every three months during the grant period, with the initial Progress Report due not later than **October 1, 2014**.

- a. Three copies of a narrative Final Project Report must be submitted within 90 days following the end date of the grant. **The Final Project Report and all deliverables must be submitted and approved before the final payment request will be approved.**

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- b. **Failure to submit acceptable progress reports may cause NPS to withhold payment or affect the grantee's eligibility for future grant awards.**
- c. The grantee shall furnish to NPS sample copies of any major publications, reports, studies, or similar materials which are produced with this grant assistance (see Grant Condition 15). This requirement covers major grant-assisted products and not routine correspondence or reports.

8. **Record-Keeping and Audit.** The grantee agrees to maintain property, personnel, financial, and other records and accounts pertinent to the funds awarded by this grant in accordance with OMB Circulars A-21, A-122, A-110 and A-133. The grantee and its contractors will permit on-site inspections by NPS representatives, and will effectively require employees, agents, and subcontractors to furnish such information as, in the judgment of NPS representatives, may be relevant to a question of compliance with grant conditions and directives on the effectiveness, legality, and achievements of the grant-supported activity. The grantee's regular Single Audit(s), required by OMB Circular A-133, must contain this grant award.

The grantee shall obtain an audit of grant expenditure records in accordance with OMB circular A-133 which requires a Single Agency Audit for any grantee who expends at least \$500,000 of Federal grant funds (from all sources) in a fiscal year. Financial audits that include costs incurred for this grant (including nonfederal matching share) must be transmitted to the Federal Audit Clearinghouse, Data Preparation Division, U.S. Bureau of the Census, 1201 E. 10th Street, Jeffersonville, Indiana 47132. A reasonable proportion of the costs of an acceptable audit performed in accordance with OMB Circular A-133 may be charged to this grant.

If an audit is required by OMB Circular A-133, the grantee must complete and submit one signed copy of the Data Collection Form for Reporting on Audits of States, Local Governments, and Non-Profit Organizations, SF-SAC, and one copy of the reporting package to the National Park Service within 30 days of the grantee's receipt of the completed audit report. The form must state whether the audit was completed, provide information about the grantee, the results of the audit, the Employer Identification Number (EIN) and the Dun and Bradstreet (D&B) Data Universal Numberings System (DUNS).

9. **Access to Records.** The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, shall have access for the purpose of financial or programmatic review and examination to any books, documents, papers, and records of the grantee that are pertinent to the grant at all reasonable times during the period of retention provided for in OMB Circular A-110.

10. **Acknowledgment of Federal Assistance and Disclaimer.** Press releases, newsletter articles, and similar materials about grant-assisted activities must include a mention of NPS grant assistance.

All publications, informational and similar materials, including video and audio tapes must contain the following disclaimer and acknowledgment of NPS support: "This

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material is based upon work assisted by a grant from the Department of the Interior, National Park Service. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior." All consultants hired by the grantee must be informed of this requirement.

NPS shall have a royalty-free right to republish any published material generated by this grant. Written permission must be obtained from NPS over all public or professional information releases for the duration of the grant. Sub-contractors are to be held to this provision.

11. **Proposals and Products as Public Record.** All material, documents, and information produced by this grant becomes part of the public record and is available to the public unless the grantee and NPS mutually agree that disclosure of the data or information would be harmful. In such cases, the data or information may be held in confidence by the grantee. However, the grantee must still provide sufficient information to NPS to demonstrate compliance with Grant Conditions.

12. **Compliance.**

- a. The grantee and its subcontractors will comply with all applicable statutes and Executive Orders on equal opportunity (including Title VI, Section 504 and age discrimination), and this grant will be governed by the provisions of all such statutes and Executive Orders, including enforcement provisions, as implemented by Department of the Interior regulations published in 43 CFR 17.
- b. The administration of this award must be accomplished free from conflict of interest, bribery, "kickbacks," cost-plus-a-percentage-of-costs contracts, and other procurement practices prohibited by OMB Circular A-110.
- c. In accordance with Executive Order 12549 "Debarment and Suspension," the grantee and its subcontractors must not make any award or permit any award to any party which under Executive Order 12549 is debarred or suspended or is otherwise excluded from, or ineligible for participation in, Federal assistance programs.

13. **Suspension or Termination.** Failure of the grantee to comply with any of the terms or conditions of this Agreement shall be deemed a material breach of this Agreement, and after written notice, NPS shall have every right and remedy under law to suspend, terminate, or annul this grant. This grant may be suspended or terminated for cause by NPS in accordance with OMB Circular A-110.

This grant may also be terminated by mutual agreement, which shall not affect any valid commitment of grant funds that, in the judgment of both NPS and the grantee, had become firm before the effective date of the termination. In addition, NPS will periodically review the project to determine progress, and reserves the right at those

GRANT TERMS AND CONDITIONS

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times after written notice to withdraw grant funds not already expended or under subcontract.

14. Scope of work. The approved Summary of Objectives and Results for this grant award is as follows:

A. Oversee and manage the development of archeological survey and maps for the Battle of Red Bank. In order to complete this project, the grantee will undertake the following tasks.

1. Attend training with ABPP

2. Submit a workplan

Submit a detailed workplan to the ABPP for the project no later than 30 days after attending training. The workplan design shall include a statement of purposed, specific tasks required to complete the project, expenses associated with each task, responsible party to complete work, an outline/table of contents for the written report and schedule for completion of each task and of the final report. Allow 30 days for ABPP review and approval of the workplan.

3. Hire needed consultants

Through a Request for Proposals (RFP) process, find and contract a qualified consultant to undertake the tasks outlined in the work plan. Submit a copy of the RFP to the American Battlefield Protection Program for review and comment before sending it out for bid, and submit copies of all bids received, along with criteria for choosing the consultant, with consultant choice. Revise workplan as needed with ABPP approval. Allow 30 days for ABPP review and approval.

4. Submit an archeological research design

Submit a detailed research design and schedule for completing this project no later than 30 days after the workplan has been approved. The research design shall include a statement of purpose, an estimate of what percentage of the site will remain intact after testing, target survey coverages, outlined NAGPRA and ARPA procedures to be followed in the event of discoveries, and a specific strategy for recording the historic property's boundary, an outline/table of contents for the written report and intra-site patterns activity in a standard and systematic approach. A list of defining features and how they will be tested to establish core resources will be anticipated. Allow 30 days for ABPP approval of the research design. SHPO/THPO review should be sought after the ABPP has reviewed the product.

5. Coordinate the public planning process

Encourage active participation by landowners, other stakeholders, citizens, and local officials in the planning process. Throughout the project, provide interested parties the opportunity to participate in the planning process and to review and comment on the interpretive plan. Hold at least two public meeting and take notes of the meeting for submission to the ABPP. Invite the ABPP to all public meetings.

6. Complete the field survey

Gather primary source information on the military resources at the battlefield from various archives, libraries, and institutes. Use a military

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terrain analysis like the ABPP KOCOA analysis. Perform a GIS survey of the battlefield, using the National Park Service battlefield survey data dictionary available at <http://www.cr.nps.gov/hps/gis/reports/datadict/toc.htm>. Correlate the data gathered from the GIS survey with historical descriptions of action during the battle. Conduct a preliminary assessment of the archeological potential, paying special attention to battlefield study area, core area and Potential National Register (PotNR) area boundaries by using historical sources and landscape features.

7. Complete the lab analysis (if needed)

Per Archeological Resource Protection Act (1979), ensure by written agreement that all artifacts are stored in a repository that meets or exceeds the standards of NPS Museum Handbook I and II.

8. Complete the material collection (if needed)

Gather primary source information on the military resources from various archives, libraries, and institutes. Perform a GIS survey of the battlefield, using the National Park Service battlefield survey data dictionary available at <http://www.cr.nps.gov/hps/gis/reports/datadict/toc.htm>. Correlate the data gathered from the GIS survey with historical descriptions of action during the battle.

9. Coordinate compliance and review of entire project

Meet and follow the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation (Federal Register, September 29, 1983 [48FR44716], updates available at http://www.nps.gov/history/local-law/arch_stnds_0.htm. In accordance with Section 106 and 110 of the National Historic Preservation Act, as amended, ensure that activities associated with this project are carried out in consultation with other Federal, State, and local agencies, and Indian tribes. Consult with the State Historic Preservation Officer (SHPO) and appropriate public stakeholders. Provide the SHPO/THPO the opportunity to review and comment on the research design and the draft report.

10. Report to the ABPP

Submit quarterly status reports to the American Battlefield Protection Program, the first of which is due by October 1, 2014, and shall be due every January 1, April 1, July 1 and October 1 until completion. All quarterly reports shall be furnished on the ABPP's "Grant Funding - Project Status Report" form (<http://www.nps.gov/history/hps/abpp/grantresources.htm>) with original signatures. In addition, Standard Form 425 Financial Status Form shall be submitted each quarter along with the ABPP Project Status Report. Submit all grant products to the American Battlefield Protection Program for review and comment no later than at 80% allocation of grant funds. After addressing final ABPP comments, make three acid-free copies and one digital copy (on CD) of final products and submit for final approval. In addition to the final technical report, produce a 5-15 page Final Program Performance Report, which shall describe actual accomplishments of the project, quantifiable project output and products, reasons why any goals or objectives were not met, and any other pertinent information. Send **all paperwork**, including original reports, financial requests, and final products

GRANT TERMS AND CONDITIONS

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to the Washington, DC office of the American Battlefield Protection Program for processing.

B. Budget

Category	Total
Personnel	\$0
Consultant Fees	\$45,000
Travel/Per Diem	\$500
Supplies/Equipment	\$0
Other	\$700
TOTAL PROJECT COSTS	\$46,200

15. Deliverables. The following products produced with this grant assistance must be forwarded to the National Park Service:

- Two (2) copies of the first draft technical archeological survey investigation and two (2) copies of all revised drafts.
- One (1) copy of the Final Program Performance Report with public meeting notes.
- Three (3) archival acid-free paper copies of the final archeological technical report and associated products.
- One (1) digital copy of the final technical archeological report, associated products and PowerPoint.
- One (1) archival acid-free paper copy of the final technical product with ARPA 1979 (section 470hh) deleted sections and unbound for copying.
- One (1) digital PDF copy of the entire final technical product with ARPA 1979 (section 470hh) deleted sections for public availability.
- One (1) digital copy of the all GIS data produced during this project. All GIS data files shall be in shapefile (*.shp) format. Federal Geographic Data Committee compliant metadata shall be submitted for each shapefile. Include copies of all data layers used in the project. Where applicable, also submit all raw uncorrected GPS data.
- Three (3) copies of any brochures and/or printed battlefield maps/materials created under this grant.

16. Limitation on Expenditures. The grantee assumes fiscal liability, without recourse to the NPS, for all commitments that exceed the funds provided in the grant agreement

17. NPS Concurrence with Selection of Consultants.

The grantee must submit responses to its Requests for Proposals, along with its justification for which consultant(s) it selects for grant-assisted work to the NPS Grant Awarding Official for concurrence by NPS. The consultant(s) must have the requisite

GRANT TERMS AND CONDITIONS

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experience and training in historic preservation to oversee the preservation work to be performed and to manage this project. Contractors must be competitively selected.

**RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS
NECESSARY TO APPLY FOR RENEWAL OF THE STATE BODY ARMOR
REPLACEMENT PROGRAM GRANT FOR THE YEAR 2014**

WHEREAS, the Gloucester County Sheriff desires to apply for renewal of the State Body Armor Replacement Grant for the year 2014 to obtain funding for body armor (vests) for the Sheriff's Department employees; and

WHEREAS, the State Body Armor Replacement Program is a five-year program, ending in 2016, that awards body armor replacement grants annually to effectuate a five-year vest replacement cycle; and

WHEREAS, the County has previously applied for and received funding for the previous years of the Grant; and

WHEREAS, the number of vests to be purchased will be determined by the amount of the grant award as determined by the State; and

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

WHEREAS, the Gloucester County Sheriff has submitted the grant application to the Department of Human Services for review, and said agency has approved said application, and the Board of Chosen Freeholders understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the State of New Jersey, Department of Law & Public Safety, Division of Criminal Justice, Program Development & Grants Section.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director be and is hereby authorized to execute, and the Clerk of the Board be and is hereby authorized to attest to any and all documents to apply to The State of New Jersey, Department of Law & Public Safety, Division of Criminal Justice, for the State Body Armor Replacement Program Grant for the year 2014.

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 6, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

GRANT REQUEST FORM

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

DATE: July 23, 2014

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

2. GRANT TITLE: 2014 State Body Armor Replacement Fund

3. GRANT TERM: FROM: 11/5/14 TO: 3/19/16

4. COUNTY DEPARTMENT: Sheriff

5. DEPT. CONTRACT PERSON & PHONE NO. Vicki Antonini 384 4630
State NJ Dept of Law + Public

6. NAME OF FUNDING AGENCY: Safety, Div Criminal Justice

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): To apply to the St NJ Div Crim Justice for monies to be used to purchase Body Armor, 5 or more years or ones that are damaged. Grant term to run from 11-5-14 to 3-19-16.

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

NAME	AMOUNT
N/A	

9. TOTAL SALARY CHARGED TO GRANT \$ 0

10. INDIRECT COST (IC) RATE % —

11. IC CHARGED TO GRANT : \$ —

2014 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS

4-01-25-270-001-20460 POLICE SUPPLIES- Used to purchase
vests for the Gloucester County Sheriff's Office.

\$ amount to be determined.

DEPARTMENT:

FORM C-2
SUBMISSION DATE:
REVISION DATE:

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office of the attorney general		department of law & public safety OAG home	
 Division of Criminal Justice			
Body Armor Replacement Program			
DCJ HOME>> Body Armor Home>>			
Today's Date is 07/21/2014			
<p>The Chief Law Enforcement Officer must complete and submit this form before the Chief Financial Officer. Please provide or update all requested information below: (Fields in RED cannot be changed at this time, fields marked with an * are required.)</p>			
DCJ Tracking #:	15697		
Treasury Location Code:	99		
Tax ID:	21-600-0660		
Agency Name:	Gloucester County Sheriff's Office		
Agency Type:	Sheriff		
County:	Gloucester		
Municipality:	GLOUCESTER		
Agency Address* :	<input type="text" value="2 S. Broad Street"/>		
	<input type="text"/>		
Agency City* :	<input type="text" value="Woodbury"/>		

Agency State*, Zip*: NJ 08096

Agency Phone Number*: 856 - 384 - 4630 Ext:

Agency Fax Number: 856 - 384 - 4679

Agency Contact Name*:

(Mrs Mr. etc)	First*	Mi	Last*	Suffix
Mrs	Vicki		Antonini	

Contact Title*: Sheriff's Aide

Contact E-Mail Address*: vantonini@co.gloucester.nj.us No E-Mail Address

Repeat e-mail Address: vantonini@co.gloucester.nj.us

Contact Address*: PO Box 376

Contact City*, State*, Zip*: Woodbury NJ 08096

Contact Phone Number*: 856 - 384 - 4630 Ext:

Contact Fax: 856 - 384 - 4679

Chief/Agency Head*:

(Mrs Mr. etc)	First*	Mi	Last*	Suffix
Mr.	Carmel	M	Morina	

Chief Title*: Sheriff

Chief e-mail Address*: **No E-Mail Address**

Repeat e-mail Address*:

Chief Address*:

Chief City*, State*, Zip*:

Chief Phone Number*: - - **Ext:**

Chief Fax: - -

Officer Information:
 TOTAL Number of Eligible Officers:
 Current 2013 : 82 (Applies only to Full-time, Sworn, Permanently
 Appointed Law Enforcement and Correctional Officers)
 Additional Comments:
(comments are limited to 250 characters)

The applicant law enforcement or correctional agency has a written mandatory wear policy to wear body armor for uniformed officers while engaged in patrol or field operations: * Yes No

Chief Financial Officer: **Mr. Gary M. Schwarz**
 CFO Title: **CFO**

CFO e-mail Address: aliberto@co.gloucester.nj.us
 CFO Address: P.O. Box 337
 CFO City, State, Zip: Woodbury NJ 08096
 CFO Phone Number: (856) 853-3356
 CFO Fax Number: (856) 251-6778

Information in the usage of funds chart below is for your information only. Your CFO has to update or correct it in order for your application to be processed:

Year	# Officers	Funding	State Funded Expenditure	Cumulative Unexpended Balance	Vests Purchased	Reason Not Spent**	Other Reason (OTH code explanation area)
1998	0	\$6,801.44	\$6,322.83	\$478.61	12		
1999	0	\$9,868.18	\$9,868.18	\$478.61	20		
2000	0	\$15,385.31	\$15,385.31	\$478.61	22	prc	
2001	166	\$15,557.86	\$0.00	\$16,036.47	0	prc	
2002	170	\$15,905.33	\$2,187.36	\$29,754.44	4	PRC	
2003	170	\$15,587.21	\$0.00	\$45,341.65	0		
2004	66	\$6,116.99	\$51,458.64	\$0.00	68		
2005	69	\$6,163.68	\$5,601.45	\$562.23	7		
2006	76	\$7,104.12	\$7,666.34	\$0.00	11		
2007	81	\$8,769.33	\$5,674.71	\$3,094.62	17	OTH	Purchases planned for '08 new hires
2008	91	\$8,805.94	\$3,000.33	\$8,900.23	4	PRC	
2009	89	\$2,673.19	\$7,070.75	\$4,502.66	9		
2010	87	\$7,359.69	\$10,951.95	\$910.40	15		
2011	87	\$7,913.05	\$8,823.45	\$0.00	14		
2012	87	\$8,118.22	\$0.00	\$8,118.22	0	PRC	
2013	82	\$9,861.54	\$0.00	\$17,979.77	0		
Totals		\$151,991.08	\$134,011.31	\$17,979.77	203		

**Legend for "Reason Not Spent":
 NIN-No Immediate Need; NSF-Non Sufficient Funds;

PRC-Procurement in Progress; OTH-Other Reason (explain in "Other Reason" area)

CERTIFICATION:

N.J.S.A. 52:17B-4.4 established a "Body Armor Replacement" fund in the New Jersey Department of Law & Public Safety. The Body Armor Replacement Fund Grant Application incorporates by reference the Standard Grant Agreement Form, NJ State Circular Letter, 05-12-OMB. The Chief Law Enforcement Officer and the Chief Financial Officer certify that the information contained in this application and the supporting documents are true to their best knowledge and belief. If the applicant receives notification of a grant award, the undersigned agree to utilize any and all funds received under the "Body Armor Replacement" fund program exclusively for the purchase of body vests for their agency's eligible officers as outlined under N.J.A.C. 13:80A-1.1 et seq.

Submission of this application results in a certification by both the Chief Law Enforcement Officer and the Chief Financial Officer that the information contained in the application is true to the best of their knowledge and belief.

Submit

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New Jersey Division of Criminal Justice
 Program Development and Grants Section
 Body Armor Replacement Program
 Richard J. Hughes Justice Complex
 25 Market Street, P.O. Box 085
 Trenton, NJ 08625-0085

RESOLUTION AUTHORIZING A THREE-YEAR LEASE CONTRACT FOR THREE VEHICLES FOR USE BY THE GLOUCESTER COUNTY PROSECUTOR'S OFFICE FOR A TOTAL CONTRACT AMOUNT OF \$69,195.00 WITH THE OPTION TO PURCHASE THE VEHICLES FOR \$1.00 EACH AT LEASE END

WHEREAS, the Gloucester County Prosecutor's Office has the need for three (3) vehicles; and

WHEREAS, the three vehicles, which meet the Prosecutor's Office requirements, are available from a reputable motor vehicle dealer for a three-year lease contract for the total amount of \$69,195.00, with the option to purchase the vehicles for \$1.00 each at the end of the lease period; and

WHEREAS, the contract for said vehicles may be entered into without public advertising for bids pursuant to N.J.S.A. 40A:11-5(1)(g); and

WHEREAS, the Gloucester County Purchasing Agent has certified the availability of funds in the amount of \$7,688.32, pursuant to CAF #14-06460, representing four (4) months of lease payments in the amount of \$1,922.08 each. The amount of \$7,688.32 shall be charged against forfeited funds budget line item T-03-08-530-275-20610.

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

1. That the lease purchase of three (3) vehicles for use by the County Prosecutor's Office for a total contract amount of \$69,195.00, with the option to purchase each vehicle for \$1.00 at lease end, is hereby authorized and approved; and
2. That the Freeholder Director and/or appropriate official of the Gloucester County Prosecutor's Office is hereby authorized to execute the necessary lease contract and all relative documents to effectuate the lease purchase referenced herein.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 6, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK



CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lieutenant Governor

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

JOHN J. HOFFMAN
Acting Attorney General

ELIE HONIG
Director

July 25, 2014

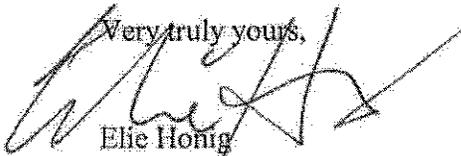
Honorable Sean F. Dalton
Gloucester County Prosecutor's Office
P.O. Box 623
Woodbury, New Jersey 08096

**RE: BID WAIVER - GLOUCESTER COUNTY PROSECUTOR'S OFFICE
APPLICATION PURSUANT TO N.J.S.A. 40A:11-5(1)(g)**

Dear Prosecutor Dalton:

Your July 9, 2014 request for a waiver of bid under the provisions of *N.J.S.A. 40A:11-5(1)(g)*, for the lease purchase of special equipment for use in confidential and undercover investigations has been approved. The purchase of this special equipment is not to exceed \$69,195.00, as outlined in your request. Please note, however, that since the amount approved herein exceeds the statutory bid threshold contained in *N.J.S.A. 40A:11-3*, this approval letter should be submitted to the County Board of Freeholders for a Resolution awarding the bid amount, pursuant to *N.J.S.A. 40A:11-5*.

Very truly yours,



Elie Honig
Director

cc: John J. Hoffman, Acting Attorney General



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