

AGENDA

7:30 p.m. Tuesday, November 25, 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 November 5, 2014.

P-1 Proclamation recognizing the GC 4H Equestrian Team at the 2014 NJ State 4H Championship Horse Show and certificates to two GC participants at the State 4H Dairy Show (DiMarco) (to be presented)

P-2 Proclamation recognizing Patricia Kehler for over 30 years of volunteering services at the Whitall House (DiMarco) (to be presented at a later date)

P-3 Proclamation recognizing Michael V. Ferrante's for his completion of his Eagle Scout project at the Whitall House (DiMarco) (to be presented at a later date)

P-4 Proclamation honoring Mary Lynn Grasso-Shiles, Fred Grasso & Rosario Grasso with the "2014 Distinguished Service to Agriculture" award (DiMarco) (previously presented)

P-5 Proclamation honoring Larry Hardwick with the "2014 Special Service to Agriculture" award (DiMarco) (previously presented)

P-6 Proclamation recognizing Fred A. Sorbello with the 2014 Gloucester County Distinguished Citizen of the Year award (Taliaferro) (previously presented)

P-7 Proclamation recognizing Joseph W. Devine with the 2014 Gloucester County Distinguished Citizen of the Year award (Taliaferro) (previously presented)

INTRODUCTION

AN ORDINANCE OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, AUTHORIZING THE GUARANTY BY THE COUNTY OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON COUNTY GUARANTEED LEASE REVENUE BONDS (ROWAN UNIVERSITY BUSINESS AND ENGINEERING SCHOOL PROJECTS), SERIES 2015, IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$58,000,000 TO BE ISSUED BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY IN ORDER TO FINANCE THE CONSTRUCTION OF NEW EDUCATIONAL FACILITIES FOR THE ROWAN UNIVERSITY SCHOOL OF BUSINESS AND SCHOOL OF ENGINEERING LOCATED IN THE BOROUGH OF GLASSBORO, IN THE COUNTY OF GLOUCESTER, AND FOR THE PURPOSE OF PROVIDING ADDITIONAL SECURITY FOR THE PAYMENT OF SAID BONDS; AND DETERMINING CERTAIN MATTERS IN CONNECTION THEREWITH.

INTRODUCTION

AN ORDINANCE OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY RATIFYING AND APPROVING THE EXTENSION OF THE PREVIOUSLY APPROVED GUARANTY OF THE COUNTY TO INCLUDE THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE COUNTY GUARANTEED LEASE REVENUE REFUNDING BONDS, SERIES A OF 2015 IN THE AGGREGATE PRINCIPAL AMOUNT NOT-TO-EXCEED \$7,500,000 TO BE ISSUED BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY TO FINANCE THE REFUNDING OF UP TO ALL OF THE CALLABLE MATURITIES OF THE AUTHORITY'S OUTSTANDING COUNTY GUARANTEED LEASE REVENUE REFUNDING BONDS, SERIES A OF 2004, AND FOR THE PURPOSE OF PROVIDING ADDITIONAL SECURITY FOR THE PAYMENT OF SAID BONDS; AND DETERMINING CERTAIN MATTERS IN CONNECTION THEREWITH.

INTRODUCTION

AN ORDINANCE OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY AUTHORIZING AND APPROVING THE ENTERING INTO, EXECUTION AND DELIVERY OF A ELEVENTH AMENDMENT TO LEASE PURCHASE AGREEMENT, ELEVENTH AMENDMENT TO GROUND LEASE AGREEMENT AND CONTINUING DISCLOSURE AGREEMENT WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY RELATING TO THE ISSUANCE BY THE AUTHORITY OF ITS COUNTY GUARANTEED LEASE REVENUE REFUNDING BONDS, SERIES A OF 2015, AND AUTHORIZING OTHER NECESSARY ACTION IN CONNECTION WITH SAID FINANCING.

INTRODUCTION

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

GCEMS seeks reimbursement from insurance carriers for emergency medical service treatment and transportation provided to patients. Under the current fee structure adopted in 2014, GCEMS charges up to \$700.00 per transport and up to \$17.00 per loaded mile. This ordinance would increase the transport charge to \$750.00, and the loaded mile fee would remain as is at \$17.00 per loaded mile. Rates charged by New Jersey Basic Life Support (EMS) providers range from \$550 to \$850 for transport, and \$14 to \$18 for mileage. The fees reflect the maximum amount sought from insurance carriers, including Medicare and Medicaid, and not the actual reimbursement received by GCEMS. In 2013, GCEMS realized \$3,802,249.86 in reimbursement from insurance carriers. Per the policy previously approved the Board of Chosen Freeholders, Gloucester County residents are not required to pay any out-of-pocket costs associated with GCEMS services.

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 NJSA 40A:4-87.

- Child Passenger Safety Seat Program - \$12,000.00 - These funds are to be used to supplement the GC Sheriff's Office operating budget to educate parents and caregivers on proper child safety seat installation. Funds are used to purchase car seats and provide salary reimbursement to officers performing safety seat checks and demonstrations.
- County Environmental Health Act - \$158,000.00 - These funds will be used for administrative expenditures pertaining to the County Environmental Health Act program. The CEHA program supports services provided on behalf of DEP, including Safe Water, Pesticides and Right to Know Inspections. Funding for this program has remained consistent with prior years funding.

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

The Treasurer of Gloucester County submits the bill list for November for Freeholder approval, including ratification of payments made to cover emergency payments made by the Division of Social Services. Upon approval, the Treasurer is then authorized to render payment to vendors appearing on the list. Checks will be mailed November 26, 2014.

A-3 RESOLUTION AUTHORIZING THE ACCEPTANCE AND RATIFICATION OF A COLLECTIVE BARGAINING AGREEMENT WITH THE GLOUCESTER COUNTY SUPERIOR OFFICER ASSOCIATION FOP LODGE #165 (SHERIFF'S LIEUTENANTS AND CAPTAIN) AND THE COUNTY OF GLOUCESTER BOARD OF CHOSEN FREEHOLDERS AND THE SHERIFF OF GLOUCESTER COUNTY, FROM JANUARY 1, 2015 TO DECEMBER 31, 2018.

This Resolution authorizes a Collective Bargaining Agreement with the Gloucester County Superior Officer Association, FOP #165 (Sheriff's Lieutenants and Captain). This Agreement encompasses those employees of Gloucester County Sheriff's Department holding titles of Sheriff's Lieutenant and Captain represented by the Gloucester County Superior Officer Association FOP #165. The duration of the Agreement is from January 1, 2015 to December 31, 2018.

A-4 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEAL COMPLAINTS OF PLAINTIFFS, HURVILLE, INC. VS. WASHINGTON TOWNSHIP AND SOUTHWOOD SHOPPING CENTER V. WEST DEPTFORD TOWNSHIP.

The Plaintiff, Hurville, Inc. v. Washington Township, represented by Richard T. O'Connor, Esq., filed state tax appeals, Docket Numbers 006251-2012, 011562-2013, 002441-2014, contesting the assessment on the subject property known as Block 194.13, Lot 20, within the Township of Washington; and the Plaintiff, Southwood Shopping Center v. West Deptford Township, represented by Michael A. Vespasiano, Esq., filed state tax appeals, Docket Numbers 008177-2011, 004958-2012, 003200-2013, 003474-2014, contesting the assessment on the subject properties known as Block 356.05, Lot 16; and

the parties through legal counsel and assessors and/or certified real estate appraisers engaged by the taxpayer and County have reached a resolution of the complaints, settling outstanding claims pursuant to N.J.S.A. 54:1-99, N.J.A.C. 18:17A-8.1.

A-5 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH CAMDEN COUNTY FOR HOUSING GLOUCESTER COUNTY ADULT FEMALES FROM SEPTEMBER 1, 2014 TO AUGUST 31, 2016.

This Resolution authorizes the execution of a Shared Services Agreement with Camden County for housing of Gloucester County Adult Females from September 1, 2014 to August 31, 2016 at the rate of \$100.00 per day per inmate from September 1, 2014 to August 31, 2016.

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

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

B-1 RESOLUTION AUTHORIZING A LICENSE AGREEMENT BETWEEN THE COUNTY AND THE DELAWARE RIVER PORT AUTHORITY FOR THE INSTALLATION OF PUBLIC SAFETY COMMUNICATIONS ANTENNA AND RELATED NECESSARY EQUIPMENT AT THE RADIO TOWER LOCATED AT THE BASE OF THE COMMODORE BARRY BRIDGE IN LOGAN TOWNSHIP, NEW JERSEY.

The County has a need for the installation of public safety communications antennas and related necessary equipment at the Delaware River Port Authority radio tower site located at the base of the Commodore Barry Bridge in Logan Township, New Jersey. The County will be installing the public safety communications antennas and necessary equipment at said location. In order to formalize the above installation and services the County and the Delaware River Port Authority shall enter into a License Agreement at no cost to the County. The term of the License Agreement will be for a period of twenty (20) years from the date of execution, the Delaware River Port Authority shall have the option to extend the Agreement for an additional period of five (5) years.

B-2 RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH AMERICAN TOWER, L.P. FOR THE INSTALLATION OF PUBLIC SAFETY COMMUNICATIONS ANTENNA AND RELATED NECESSARY EQUIPMENT AT THE TOWER FACILITY LOCATED IN SWEDESBORO, NEW JERSEY.

The County has a need for the installation of public safety communications antennas and related necessary equipment at the American Tower, L.P. tower facility located in Swedesboro, New Jersey. The County will be installing the public safety communications antennas and necessary equipment at said location. In order to formalize the above installation and services the County and American Tower, L.P. shall enter into a License Agreement at a cost of \$1,500.00 for site inspections, plus any taxes attributable to the County for its use, a license fee cost of \$1,600.00 and common expenses which will be capped at \$2,500.00 annually. The term of the License Agreement will be for a period of five (5) years from the date of execution, with the option to extend for four (4) additional five (5) year periods.

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

C-1 RESOLUTION TO AMEND THE CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT DECREASING THE CONTRACT AMOUNT BY \$4,013.00.

The New Jersey Department of Labor and Workforce Development revised our funding for Program Year 2013 (7/1/13 thru 6/30/14). WorkFirst NJ funds are being rescinded in the amount of \$4,013.00 because we had no eligible and appropriate TANF recipients to participate in this special program. These monies needed to be fully expended by June 30, 2014 and are allocated for counseling and administrative costs charged against the SmartSTEPS program. The original NJLWD Workforce Development Area Contract for Program Year 2013 is being modified to reflect this decrease in funds. The grant period shall be reflected as July 1, 2013 to June 30, 2014. The total funding for our County in PY 2013 is \$3,866,671.00.

C-2 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH ROWAN COLLEGE AT GLOUCESTER COUNTY TO PROVIDE ADULT LITERACY EDUCATION FROM DECEMBER 1, 2014 TO NOVEMBER 30, 2024 IN AN AMOUNT NOT TO EXCEED \$195,800.00 IN YEAR ONE.

This Resolution will allow the County to establish a Shared Services Agreement with Rowan College at Gloucester County to conduct a literacy CWEP. Rowan College at Gloucester County (RCGC) will assist in the coordination of literacy services for individuals on public assistance as well as provide literacy services, short term job training, life skills and other services in order to allow the Work First New Jersey (WFNJ) participants to become independent. The population served will be recipients of TANF (temporary assistance for needy families) and general assistance (GA) and supplemental nutrition assistance program (SNAP). This Agreement is for a ten (10) year period effective December 1, 2014 and ending November 30, 2024, in an amount of not to exceed \$195,800.00 in the first year of this Agreement. Compensation to the Local Unit and program objectives may vary in each successive year. Continuation of this Agreement is contingent upon the parties agreeing to be bound each year. The

amount of \$195,800.00 which amount shall be charged against budget line item #s GA2-14-084-001-21227 (TANF) for \$136,060.00 and # GA2-14-084-002-21227 (GA/SNAP) for \$59,740.00 (WFNJ).

C-3 RESOLUTION TO EXECUTE AN AGREEMENT WITH HABITAT FOR HUMANITY FOR CONSTRUCTION OF A SINGLE FAMILY HOME IN WOODBURY NEW JERSEY FOR \$68,361.00.

This Resolution authorizes the execution of a contract with Habitat for Humanity for \$68,361.00 for the new construction of a single-family house located at 83 Wallace Street, Woodbury (Block 110, Lot 16). The source of the funding is the Federal HUD Home Investment Partnership Program. Habitat for Humanity is the only certified Community Housing Development Organization in Gloucester County. The house will be sold at cost via a zero-interest mortgage to buyers that must contribute 350 hours of "sweat equity" to the rehabilitation project. The property will have a deed restriction maintaining affordability as a low income housing unit for 20 years. The term of the agreement will be November 25, 2014 to November 24, 2015. CAF# 14-10121 has been obtained to certify funds.

C-4 RESOLUTION CONCURRING WITH THE BOROUGH OF GLASSBORO RESOLUTION REQUESTING BUS SHELTERS PURSUANT TO ENGINEERING FILE #TA-07-06.

This Resolution, as required by New Jersey Transit, will concur with the Borough of Glassboro's Resolution (R: 118-14) requesting bus shelters along Main Street, County Route 553A and County Route 553, to be installed by New Jersey Transit in four (4) locations: #32032: Main Street, North-Bound, at College Drive, Mid-Block, #31461: Main Street, South-Bound, at College Drive, Mid-Block, #19733: Main Street, North-Bound, at Wilson Avenue, Nearside, #19735: Main Street, North-Bound, at Heston Road, Mid-Block. The resolution will grant access to New Jersey Transit or its agent, to enter County right-of-way along Main Street, County Route 553A and County Route 553, to install & remove bus shelters at these four (4) locations. All costs for installation will be borne by New Jersey Transit. Maintenance at the bus shelters shall be performed by the Borough of Glassboro.

C-5 RESOLUTION TO CONTRACT WITH R.E. PIERSON, INC. FOR THE CONSTRUCTION OF HENDRICKSON MILL ROAD STRUCTURE IN WOOLWICH TOWNSHIP FOR \$341,620.33.

This Resolution will authorize and approve a construction Contract for the total amount of \$341,620.33, between the County and R.E. Pierson Construction Company, Inc. for the Engineering Project "Construction of Hendrickson Mill Road Structure 4-E-6 over Little Timber Creek, Woolwich Township, Gloucester County," Engineering Project #13-01SA, (hereinafter the "Project"). This Contract is proposed to be awarded based upon bids that were publicly received and opened by the County for the Project on Thursday, November 13, 2014. R.E. Pierson Construction Company, Inc. has been determined to be the lowest responsive and responsible bidder for the Project. The proposed bridge replacement will consist of construction of a 117" X 79" Corrugated Metal Pipe Arch, Structure 4-E-6 Hendrickson Mill Road over Little Timber Creek in Woolwich Township. The prior structure failed under a storm event and necessitated the removal of the structure and has remained closed. This project is anticipated to be completed 130 calendar days after notice to proceed is issued by the County. This project is Federally funded through FEMA. CAF #14-10063 has been obtained to certify funds.

C-6 RESOLUTION APPROVING CONTRACT CHANGE ORDER DECREASE #01-FINAL WITH SOUTH STATE, INC. FOR ENGINEERING PROJECT #12-01FA IN THE TOWNSHIP OF MANTUA BY \$11,129.11.

This Resolution will approve and authorize Contract Change Order Decrease #01-Final, with South State, Inc., (202 Reeves Road, P.O. Box 68, Bridgeton, NJ 08302) for the project "Resurfacing and Safety Improvements to Center Street, County Route 603, from 400' North of County Bridge 5-I-1 to Woodbury-Glassboro Road, County Route 553 in the Township of Mantua," Federal Project No. STP-4039(101) Construction, Engineering Project #12-01FA (hereinafter the "Project"), in the amount of -\$11,129.11. This change order is for final Construction Quantities (as-built). The overall change order results in a contract decrease from the original contract amount of \$693,967.35 to final contract amount of \$682,838.24. This project is 100% Federally Funded.

C-7 RESOLUTION AUTHORIZING A CONTRACT WITH CHURCHILL CONSULTING ENGINEERS FOR CONSTRUCTION MANAGEMENT SERVICES & INSPECTION SERVICES FOR RESURFACING AND SAFETY IMPROVEMENTS IN THE TOWNSHIP OF HARRISON FOR \$47,988.72.

This Resolution will authorize and approve the County's entry into a Professional Services Contract, per RFP-014-047, with Churchill Consulting Engineers (344 North Route 73, Berlin, NJ 08009) for Construction Management and Inspection Services for the Roadway Improvement Project known as the "Proposed Resurfacing and Safety Improvements along North Main Street, Route 45, from the Mullica Hill By-Pass/Swedeseboro Road (Rte. US 322/CR536) to Mill Road in the Township of Harrison," Federal Project Number STP-0011 (055) Construction, Engineering Project #14-09FA, in the maximum amount of \$47,988.72. This Contract is proposed to be awarded based upon requests for proposals that were publicly received and opened by the County for the project on Wednesday, October 22, 2014. The project will consist of milling and resurfacing North Main Street, Route 45. Curb ramps will be replaced in kind to meet current ADA standards. Sidewalk replacement and concrete driveways will utilize an exposed aggregate treatment with a sealant to match the existing streetscape. The project also includes the installation of a rapid flashing beacon at the existing Woodland Avenue pedestrian crossing. The poles for the construction of the rapid flashing beacon will be will be decorative black powder coated poles

matching the style at the existing two intersection of Route 45 with the Mullica Hill By-Pass and Mullica Road near the project ends. The guiderail at the existing Raccoon Creek Bridge will be upgraded. New crashworthy end treatments will be constructed. All exposed surfaces of the proposed guiderail and end sections will be painted black to keep with the existing treatments in the historic district. This project is 100% Federally funded. CAF# 14-10062 has been obtained to certify funds.

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER TALIAFERRO**

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

E-1 RESOLUTION AUTHORIZING AGREEMENTS WITH THE TOWNSHIP OF DEPTFORD, ELK/FRANKLIN TOWNSHIP, GLASSBORO, MANTUA/HARRISON TOWNSHIP, MONROE TOWNSHIP, WASHINGTON TOWNSHIP, AND WEST DEPTFORD TOWNSHIP FOR THE PROVISION OF THE MUNICIPAL ALLIANCE DRUG AND ALCOHOL PREVENTION SERVICES FROM JULY 1, 2014 TO JUNE 30, 2015.

The 2014-2015 Municipal Alliance Prevention Plan/Grant is an annual direct service grant involving 24 municipalities for the express purpose of community prevention/education regarding alcoholism and drug abuse. This resolution is authorizing agreements, from July 1, 2014 to June 30, 2015, to Township of Deptford, for a total contract amount of \$25,044.00; Elk/Franklin Township, for a total contract amount of \$23,364.00; Glassboro, for a total contract amount of \$18,841.00; Mantua/Harrison Township, for a total contract amount of \$18,977.00; Monroe Township, for a total contract amount of \$26,460.00; Washington Township, for a total contract amount of \$34,880.00; and West Deptford Township, for a total contract amount of \$19,920.00.

E-2 RESOLUTION AUTHORIZING AN AGREEMENT WITH THE NJ DEPARTMENT OF COMMUNITY AFFAIRS FOR RECEIPT OF THE UNIVERSAL SERVICE FUND CWA ADMINISTRATION GRANT FOR THE STATE PROGRAM YEAR 2015 IN THE AMOUNT OF \$7,094.00.

This Resolution authorizes the signing of an agreement with the New Jersey Department of Community Affairs (the Department) for receipt of the Universal Service Fund CWA Administration Grant. The Department has informed the County that it will receive the Grant for the State program year 2015 in the amount of \$7094.00. The State created the Universal Service Fund program to help make energy bills more affordable for low income customers. The grant provides funds for the County, through its Division of Social Services, to administer the intake and eligibility determination of prospective beneficiaries of the Fund, including the accurate input of verified client information into the Family Assistance Management Information System.

E-3 RESOLUTION AUTHORIZING A CONTRACT WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES, DIVISION OF DISABILITY SERVICES, FOR THE RENEWAL OF THE PERSONAL ASSISTANCE SERVICES PROGRAM GRANT FROM JANUARY 1, 2015 TO DECEMBER 31, 2015 IN THE AMOUNT OF \$435,000.00.

This Resolution authorizes a contract with The New Jersey Department of Human Services, Division of Disability Services for renewal of the Personal Assistance Services Program (PASP) Grant. The grant will continue to provide personal assistance to county residents aged 18 through 70 who have chronic physical disabilities and who are Employed in paid occupations, receiving training or education related to employment and/or are actively participating in community based volunteer positions. The grant is for the amount of \$435,000.00 from January 1, 2015 to December 31, 2015. PASP is a "Cash Model Program," with a County Coordinator and a fiscal intermediary, Community Access Unlimited (CAU), by which recipients manage their personal care services through the receipt of a cash allowance. They hire their own assistants and are reimbursed through CAU.

E-4 RESOLUTION AUTHORIZING AN AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS FOR RECEIPT OF THE LOW INCOME HOME ENERGY ASSISTANCE CWA ADMINISTRATION GRANT FOR THE STATE PROGRAM YEAR 2015 IN THE AMOUNT OF \$11,095.00.

This Resolution authorizes the signing of an agreement with the New Jersey Department of Community Affairs (the Department) for receipt of the Low Income Home Energy Assistance (LIHEAP) CWA Administration Grant. The Department has informed the County that it will receive the Grant for the State program year 2015 in the amount of \$11,095.00. The State created LIHEAP to assist low income families that pay a high proportion of their household income for home energy in meeting their immediate home energy needs. The grant provides funds for the County, through its Division of Social Services, to administer the intake and eligibility determination of prospective beneficiaries of LIHEAP, including the accurate input of verified client information into the Family Assistance Management Information System.

E-5 RESOLUTION TO REMOVE FIVE 2009 CHEVY ELDORADO BUSES #16-1341, #16-1342, #16-1343, #16-1344 AND 16-1345 FROM NJ TRANSIT INVENTORY TO THE SOLE RESPONSIBILITY OF THE COUNTY OF GLOUCESTER.

The County is interested in accepting ownership of five 2009 Chevy Eldorado Buses – Vehicle #16-1341 (VIN# 1GBJG316X91161617), Vehicle #16-1342 (VIN# 1GBJG316491161329), Vehicle #16-1343 (VIN# 1GBJG316X91162427), Vehicle #16-1344 (VIN# 1GBJG316291162082), Vehicle #16-1345 (VIN# 1GBJG316491162228) being retired from NJ Transit to be used within the County. The execution of this Resolution will formally authorize the transfer of these vehicles which were originally purchased with Federal Transit Administration (FTA) Section 5310 federal grant funds. Upon transfer of ownership of the vehicles, DTS will continue to serve senior citizens and people with disabilities with these vehicles.

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

G-1 RESOLUTION AUTHORIZING THE PROCUREMENT OF A CONTRACTOR TO PROVIDE VETERINARY SERVICES AT THE COUNTY'S PROPOSED SPAY/NEUTER CLINIC.

The County Animal Shelter spays/neuters and inoculates all impounded animals prior to, or in anticipation of, their adoption and these services are currently provided by private veterinarians at their offices pursuant to contracts with the County. The Director of the Animal Shelter has done a cost analysis and concluded that the creation of a spay/neuter clinic in a facility adjacent to the animal shelter would be more cost effective when balanced against the surgical costs and staff time spent transporting the animals to the various contracted veterinary offices. This Resolution authorizes solicitation of proposals from licensed veterinarians to provide professional veterinary services to the County Animal Shelter. The successful concessionaire will pay to the County a monthly use fee which will be adjusted annually using the CPI-Philadelphia and will also be responsible for all equipment, supplies, medicines and the portion of utility costs necessary to operate the clinic. The clinic will occupy approximately 3,140sq.ft. of the 4,000 sq.ft. building. The hours of operation will be coordinated with the Director of the Animal Shelter and the concessionaire will be encouraged to cooperate with the County Animal Shelter in providing discounted veterinary services to county residents.

G-2 RESOLUTION AWARDED A CONTRACT TO WOODRUFF ENERGY US, LLC FOR NATURAL GAS SUPPLY SERVICE IN AN AMOUNT NOT TO EXCEED \$300,000.00 PER YEAR PURSUANT TO THE SOUTH JERSEY POWER COOPERATIVE SYSTEM BID PROCESS, FOR THE 24 MONTHS FROM THE DECEMBER 2014 METER READ THROUGH THE NOVEMBER 2016 METER READING.

This Resolution awards a Natural Gas Supply contract to Woodruff Energy US, LLC, Bridgeton NJ, in an amount not to exceed \$300,000.00 per year, for the purchase and delivery of natural gas to Gloucester County accounts served by South Jersey Gas Utility. This contract is administered through the County of Camden as the lead participating agency of South Jersey Power Cooperative, under the terms of its master agreement, for the 24 month period beginning with the County's December 2014 meter read through its November 2016 meter reading. This contract is open-ended for an estimated quantity of services and does not obligate the County of Gloucester to make any purchase.

G-3 RESOLUTION AWARDED A CONTRACT TO MATERIAL SOURCE POINT, LLC SUPPLYING FORTY-FIVE (45) STATIONARY, DOUBLE INSULATED WINDOWS TO BE INSTALLED AT THE DIVISION OF SOCIAL SERVICES BUILDING FOR \$40,946.00.

This Resolution awards a Contract to Material Source Point, LLC located at 64 Sandbridge Road, Pittsgrove, NJ for the supply and delivery of forty-five (45) stationary, double insulated windows with white aluminum frames to be installed at the Division of Social Services Building located at 400 Hollydell Drive, Sewell, NJ for \$40,946.00 as per PD 014-050. Installation of windows to be completed by Buildings and Grounds staff. CAF# 14-09481 has been obtained to certify funds.

G-4 RESOLUTION AUTHORIZING THE PURCHASE OF LABOR AND MATERIALS FROM COMMERCIAL INTERIORS DIRECT, INC., FOR INSTALLATION OF CARPETING IN VARIOUS COUNTY BUILDINGS THROUGH STATE CONTRACT #A81755 FROM NOVEMBER 25, 2014 TO NOVEMBER 24, 2015 IN AN AMOUNT NOT TO EXCEED \$75,000.00.

This Resolution authorizes the purchase of labor and materials from Commercial Interiors Direct, Inc., Riverdale NJ, for the installation of carpeting in various County buildings. Such purchase to be made through the use of State Contract #A81755 with Commercial Interiors as distributor. Carpeting purchase will be in an amount not to exceed \$75,000.00. The primary area for carpet installation will be the Division of Social Services Building.

G-5 RESOLUTION AUTHORIZING GRANT APPLICATION FOR THE COUNTY PROSECUTOR INSURANCE FRAUD REIMBURSEMENT PROGRAM THROUGH THE NEW JERSEY DIVISION OF CRIMINAL JUSTICE, OFFICE OF THE INSURANCE FRAUD PROSECUTOR, IN THE AMOUNT OF \$137,543.00 FROM JANUARY 1, 2015 TO DECEMBER 31, 2015.

The year 2015 will mark the 15th funding cycle for this grant which funds salaries for one unit detective and partial salaries for time spent on Insurance Fraud related matters for an Assistant Prosecutor and Legal Secretary. The work of this unit in the past has included investigation and prosecution of matters involving the range of insurance fraud including: premises, health, auto and worker's compensation. The Gloucester County Insurance Fraud Unit has established a number of successful proactive programs that include: to detect, investigate and prosecute fraud; deter future acts of insurance fraud; increase citizen awareness of the offense and its inherent costs, and work with local, county and state agencies as well as insurance company investigators to achieve these objectives. To that end, the Gloucester County Insurance Fraud Unit established a number of proactive programs. These programs vary depending upon their success. However, the face of insurance fraud has changed and the Unit is changing with it. Now the focus is on narcotics and insurance fraud and consumer application fraud.

Old Business

New Business

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

Adjournment

MINUTES

7:30 p.m. Wednesday, November 5, 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 October 15, 2014

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

Comments: N/A

48732 Proclamation proclaiming November 19, 2014 National Educational Support Professionals Day (Barnes) (To be presented at a later date)

48733 Proclamation Recognizing the Gloucester County NAACP Branch 2345 2014 Freedom Fund Image Awards – “The Game Changers!” (Taliaferro) (To be presented at a later date)

48734 Proclamation Recognizing Kappa Alpha Psi Fraternity, Inc. 2014 AFRICAN-AMERICAN WOMEN ACHIEVERS (Taliaferro) (To be presented at a later date)

48735 Proclamation Recognizing Nick Parks 2014 Pregnant Pause Poster Contest Winner (Taliaferro) (To be presented at a later date)

48736 Proclamation Recognizing Reva Meighan - GLOUCESTER COUNTY 2014 OUTSTANDING SENIOR VOLUNTEER (Taliaferro) (To be presented at a later date)

48737 Proclamation Recognizing Sandra E. Graves Upon Her Retirement (Taliaferro) (Previously Presented)

48738 Proclamation Recognizing Brenna Joanne Weick for Exceptional Efforts in Community Service and Volunteerism (Simmons) (Previously Presented)

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

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER CHILA**

48739 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					
Barnes		X	X		
Christy					
DiMarco	X		X		
Simmons					
Taliaferro			X		
Damminger			X		

Comments: N/A

48740 RESOLUTION AUTHORIZING 2014 BUDGET TRANSFERS.

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

Comments: N/A

48741 RESOLUTION REAPPOINTING MEMBERS TO THE ROWAN COLLEGE AT GLOUCESTER COUNTY BOARD OF TRUSTEES.

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

Comments: N/A

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

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

48742 RESOLUTION AUTHORIZING A CONTRACT WITH TOWNSHIP OF FRANKLIN FIRE DISTRICT #1 BOARD OF FIRE COMMISSIONERS, FRANKLINVILLE FIRE COMPANY AND TOWNSHIP OF FRANKLIN FIRE DISTRICT #3 BOARD OF FIRE COMMISSIONERS, JANVIER VOLUNTEER FIRE COMPANY NO. 1 TO PERFORM THE DUTIES OF DECONTAMINATION FOR THE COUNTY CHEMICAL BIOLOGICAL, RADIOLOGY, NUCLEAR & EXPLOSIVE TEAM.

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

Comments: N/A

48743 RESOLUTION AUTHORIZING THE PURCHASE OF CELLULAR SERVICE FROM VERIZON WIRELESS FOR THE COUNTY OF GLOUCESTER THROUGH STATE CONTRACT #A82583 IN AN AMOUNT NOT TO EXCEED \$75,000.00 FROM NOVEMBER 1, 2014 TO OCTOBER 31, 2015.

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

Comments: N/A

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

48744 RESOLUTION TO AMEND THE CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT DECREASING THE CONTRACT BY \$9,053.00.

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

Comments: N/A

48745 RESOLUTION TO PURCHASE A 2015 CHEVROLET EXPRESS VAN FROM MALL CHEVROLET THROUGH STATE CONTRACT #A83174 FOR \$17,332.51 AND RESCINDING THE PURCHASE IN RESOLUTION #48641 DATED SEPTEMBER 3, 2014 DUE TO THE UNAVAILABILITY OF THE SPECIFIED VAN.

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

Comments: N/A

48746 RESOLUTION AUTHORIZING AGREEMENT MODIFICATION #01 TO FEDERAL AID AGREEMENT FOR STP-4048(105) RIGHT OF WAY WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION INCREASING FUNDING BY \$314,000.00.

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

Comments: N/A

48747 RESOLUTION TO CONTRACT WITH SOUTH STATE, INC. FOR THE REPLACEMENT OF BRIDGE 4-H-5, JESSUP MILL ROAD BRIDGE IN THE TOWNSHIP OF MANTUA FOR \$839,317.82.

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

Comments: N/A

48748 RESOLUTION TO PURCHASE (3) HENDERSON HITCHES WITH TILTS AND (2) HENDERSON SNOWPLOWS FROM INTERCON TRUCK EQUIPMENT FOR \$38,671.00.

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

Comments: N/A

48749 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #01-INCREASE WITH P & A CONSTRUCTION, INC. BY \$72,600.00.

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

Comments: N/A

48750 RESOLUTION TO CONTRACT WITH BUD CONCRETE, INC. FOR MISCELLANEOUS CONCRETE REPLACEMENT AND PEDESTRIAN UPGRADE PROJECTS AT VARIOUS LOCATIONS THROUGHOUT THE COUNTY FOR \$165,700.00.

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

Comments: N/A

48751 RESOLUTION APPROVING A CONTRACT CHANGE ORDER DECREASE #02-FINAL WITH R.E. PIERSON, INC. FOR ENGINEERING PROJECT #05-03SA IN THE BOROUGH OF PITMAN BY \$137,482.07.

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

Comments: N/A

48752 RESOLUTION AWARDED PROFESSIONAL SERVICES CONTRACTS FOR CAPITAL PROJECTS MANAGEMENT SERVICES TO FEDERICI & AKIN, P.A., AND PENNONI ASSOCIATES, INC. FROM NOVEMBER 5, 2014 TO NOVEMBER 4, 2015 IN AN AMOUNT NOT TO EXCEED \$125,000.00 FOR EACH CONTRACT.

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

Comments: N/A

DEPARTMENT OF EDUCATION

FREEHOLDER BARNES
FREEHOLDER TALIAFERRO

DEPARTMENT OF HEALTH &
HUMAN SERVICES

FREEHOLDER TALIAFERRO
FREEHOLDER BARNES

48753 RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY TO APPLY FOR THE COUNTY ENVIRONMENTAL HEALTH ACT GRANT FROM THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION, FROM JULY 1, 2014 TO JUNE 30, 2015 IN THE AMOUNT OF \$158,000.00.

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

Comments: N/A

48754 RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY TO APPLY TO THE NATIONAL ASSOCIATION OF COUNTY & CITY HEALTH OFFICIALS FOR A CAPACITY BUILDING AWARD "MINI GRANT" FROM OCTOBER 1, 2014 TO SEPTEMBER 30, 2015 IN THE AMOUNT OF \$3,500.00.

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

Comments: N/A

48755 RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY TO APPLY FOR THE CALENDAR YEAR 2015 PORTION OF THE 2013-2015 AREA PLAN CONTRACT WITH THE STATE DEPARTMENT OF HUMAN SERVICES.

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

Comments: N/A

48756 RESOLUTION AUTHORIZING A TWO YEAR EXTENSION OF A CONTRACT WITH FREE FOR ALL, INC., TO OFFER A DISCOUNT PRESCRIPTION DRUG PROGRAM FOR GLOUCESTER COUNTY RESIDENTS FROM NOVEMBER 15, 2014 TO NOVEMBER 14, 2016 WITH NO COST TO THE COUNTY.

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

Comments: N/A

48757 RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY TO APPLY TO THE NEW JERSEY DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES FOR RENEWAL OF THE COMPREHENSIVE ALCOHOL AND DRUG ABUSE SERVICES GRANT FOR THE CALENDAR YEAR 2015 IN THE TOTAL AMOUNT OF \$647,449.00.

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

Comments: N/A

48758 RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO SOUTHERN NEW JERSEY PERINATAL COOPERATIVE FOR WIC LACTATION CONSULTANT SERVICES FROM NOVEMBER 5, 2014 TO NOVEMBER 4, 2015 FOR \$20,940.00.

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

Comments: N/A

DEPARTMENT OF PARKS & LAND PRESERVATION

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

48759 RESOLUTION AUTHORIZING EXECUTION OF THE 2014 SALARY AGREEMENT WITH RUTGERS COOPERATIVE EXTENSION DIVISION FROM JANUARY 1, 2014 TO DECEMBER 31, 2014 IN AN AMOUNT NOT TO EXCEED \$133,057.00.

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

Comments: N/A

48760 RESOLUTION ACQUIRING A DEVELOPMENT EASEMENT IN THE TOWNSHIP OF MANTUA ON APPROXIMATELY 49.585 ACRES OF FARM PROPERTY OWNED BY STILL RUN PROPERTIES, LLC, FOR \$595,020.00.

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

Comments: N/A

48761 RESOLUTION ACQUIRING A DEVELOPMENT EASEMENT IN THE TOWNSHIP OF MANTUA ON APPROXIMATELY 42.890 ACRES OF FARM PROPERTY OWNED BY STILL RUN PROPERTIES, LLC FOR \$501,813.00.

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

Comments: N/A

48762 RESOLUTION ACQUIRING A DEVELOPMENT EASEMENT IN THE TOWNSHIP OF LOGAN ON APPROXIMATELY 29.476 ACRES OF FARM PROPERTY OWNED BY JOSEPH A. MUSUMECI, VICTORIA MUSUMECI, AND ANNA MUSUMECI FOR \$274,126.80.

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

Comments: N/A

DEPARTMENT OF BUILDINGS & GOVERNMENT SERVICES

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

48763 RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) VEHICLE FOR USE BY THE COUNTY PROSECUTOR'S OFFICE FOR A TOTAL CONTRACT AMOUNT OF \$35,177.60.

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

Comments: N/A

CLOSE

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

Comments: N/A

Adjournment

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

Comments: N/A

Gloucester County

PI

Board of Chosen Freeholders Proclamation

Recognizing the Gloucester County 4-H Equestrian Team at the 2014 NJ State 4-H Championship Horse Show

WHEREAS, Gloucester County members of the 4-H Equestrian Team participated and excelled at the 2014 NJ State 4-H Championship Horse Show which was held at the Horse Park of New Jersey, Allentown, New Jersey on August 22, 2014 through August 24, 2014; and

WHEREAS, the New Jersey State 4-H Championship Horse Show is sponsored in part by the New Jersey Equine Advisory Board as well as by businesses and individuals throughout the state; and

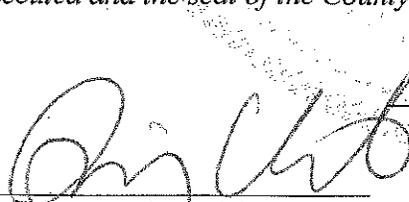
WHEREAS, the Gloucester County 4-H Club members qualified with their horse by riding in a series of qualifying shows at the county level, then the best of the best from those competitions earn a spot on county teams that compete at the annual three-day event; and

WHEREAS, the Gloucester County 4-H Equestrian Team competed alongside over 200 competitors from throughout New Jersey in various riding disciplines. This year, the teams' combined efforts earned the title of Overall Grand Champions of the Western Division and Reserve Champions in the English Division; and

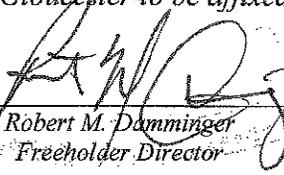
WHEREAS, the 2014 4-H Equestrian Team members include Courtney Archut, Hannah Bonaventure, Allison Bowen, Corrine Brown, Haley Donahue, Kylie Donahue, Tierney Donahue, Paige Granato, Claudia Harding, Madison Hurley, Madison Inzana, Cassidy Kempton, Haley LaFalce, Jeweleanna Leone, Erin Levari, Victoria Lombardi, Deanna Lombardi, Kaylee Luciewicz, Ava Mackley, Manna McAvaddy, Jessica McCann, Ali Miller, Brianna Phillips, Lauren Rice, Sarah Ryan, Brianne Sgorton, Emily Sheridan, Erica Worek, Molly Worek and Emily Wren; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2014 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, Heather Simmons and Adam J. Taliaferro do hereby recognize and congratulate the members of the Gloucester County 4-H Equestrian Team on their outstanding achievements.

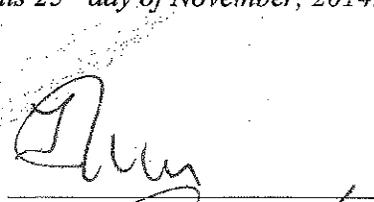
IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 25th day of November, 2014.



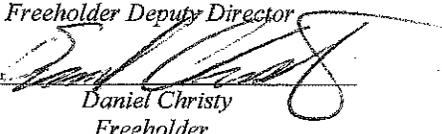
Giuseppe (Joe) Chila
Freeholder Deputy Director



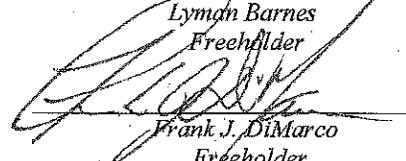
Robert M. Damming
Freeholder Director



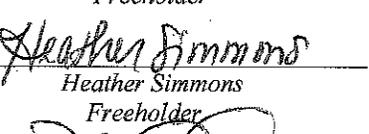
Lyman Barnes
Freeholder



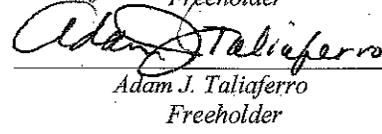
Daniel Christy
Freeholder



Frank J. DiMarco
Freeholder



Heather Simmons
Freeholder



Adam J. Taliaferro
Freeholder

Attest: 

Robert N. DiLella, Clerk of the Board

Gloucester County

P2

Board of Chosen Freeholders Proclamation

~ Honoring ~

Patricia (Patti) Kehler

With 30 Years of Volunteering Services to the James & Ann Whitall House

WHEREAS, in grateful recognition for the generous contribution of Patricia (Patti) Kehler's time, talents, support, encouragement, tireless volunteer service and considerable knowledge of the history of the James & Ann Whitall House at the Red Bank Battlefield, National Park, New Jersey; and

WHEREAS, Patti graduated from Woodbury High School in 1962, received her Bachelor's Degree in 1966 in Education from Glassboro State College and was the youngest girl in Gloucester County to earn her pilot's license; and

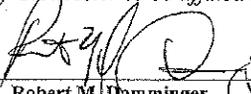
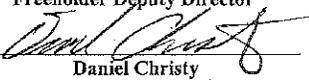
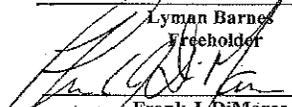
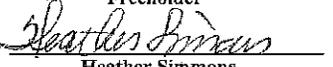
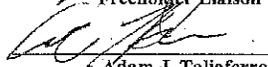
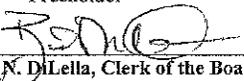
WHEREAS, Patti was an active member of the Ann Whitall Chapter of the Daughters of the American Revolution, Gloucester County Historical Society and Safari Club International; and

WHEREAS, over the years Patti visited numerous schools to speak to children about the fascinating history in their own back yard and worked with the Planning Committee to create fun and engaging programs for the visitors; and

WHEREAS, without fail, every Friday afternoon Patti offered tours of the Whitall House and worked to create the educational outreach program. Patti's commitment to the Whitall House and service to the park are a testament to her passion for history and children's education; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2014 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, Heather Simmons and Adam J. Taliaferro do hereby honor Patricia (Patti) Kehler for 30 years of dedication and commitment to the James & Ann Whitall House at the Red Bank Battlefield, National Park, NJ.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 15th day of December, 2014.

 Giuseppe (Joe) Chila Freeholder Deputy Director	 Robert M. Damminger Freeholder Director	 Lyman Barnes Freeholder
 Daniel Christy Freeholder		 Frank J. DiMarco Freeholder Liaison
 Heather Simmons Freeholder		 Adam J. Taliaferro Freeholder
Attest:  Robert N. DiLella, Clerk of the Board		

Board of Chosen Freeholders Proclamation

~ In Recognition Of ~
Michael V. Ferrante
"Achieving Rank of Eagle Scout"
on the Red Bank Battlefield Eagle Scout Project

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize Michael V. Ferrante on his achievements as a member of the Boy Scouts of America, Troop 67; and

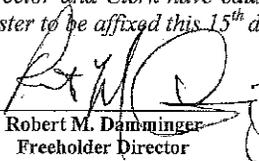
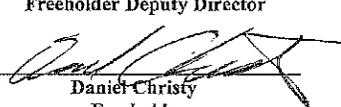
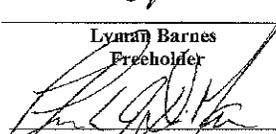
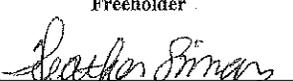
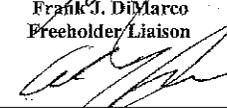
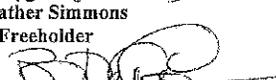
WHEREAS, Michael joined Boy Scouts Troop 67, Haddon Heights on March 14, 2008, achieving the ranks of Tenderfoot, Second Class, First Class, Star and Life and distinguishing himself by earning the "Rank of Eagle Scout", the highest award offered by the Boy Scouts of America; and

WHEREAS, Michael has earned 28 Merit Badges, 21 of which are required for his Eagle Scout Ranking. He has exhibited exceptional leadership throughout his time in the Boy Scouts, serving in the positions of Den Chief, Webelo Den Chief, Patrol Leader, and Quartermaster; and

WHEREAS, Michael exhibited his commitment to public service by selecting as his Eagle Scout project the construction of an historically accurate Wattle Fence and two Quaker Style Benches at the Red Bank Battlefield Park, 100 Hessian Avenue, National Park, New Jersey; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2014 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, Heather Simmons and Adam J. Taliaferro do hereby honor and recognize Michael V. Ferrante for his leadership, personal achievements and dedicated service to his community as a member of the Boy Scouts of America, Troop 67.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 15th day of December, 2014.

		
Giuseppe (Joe) Chila Freeholder Deputy Director	Robert M. Damminger Freeholder Director	Lyman Barnes Freeholder
		
Daniel Christy Freeholder		Frank J. DiMarco Freeholder Liaison
		
Heather Simmons Freeholder		Adam J. Taliaferro Freeholder
Attest: 		
Robert N. DiLella, Clerk		

Board of Chosen Freeholders Proclamation

Honoring
Mary Lynn Grasso-Shiles, Fred Grasso & Rosario Grasso
2014 Distinguished Service to Agriculture Award

WHEREAS, in 1924, Alfio Grasso and Marla Cavallaro, both natives of Sicily, Italy, married and began their family legacy in America when they traveled by ship to America. Alfio and Marla, the grandparents of Mary Lynn, Fred and Rosario (Hoss) saved \$4,100 as newlyweds that allowed them to purchase a 52 acre farm from Richard Allen in Mickleton; and

WHEREAS, Alfio and Marla Grasso had five children, two children, Alfio (Fred) and Gaetano (Tom) continued with the farming tradition, farming down the road from each other on Wolfert Station Road, Fred in Mullica Hill and Tom in Mickleton. Fred went on to marry Lucy Sorbello and they had four children, Mary Lynn, Fred, Rosario (Hoss) and John. Three of the four children remain in farming and are continuing the family legacy; and

WHEREAS, in October 2013, the Farmland Preserved Urban Farm on Ogden Station Road was purchased by Mary Lynn, Fred and Hoss, adding 118 acres to the already 450 acre business; and

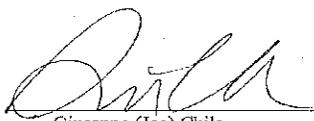
WHEREAS, all three have served in leadership capacities, Fred served as the Director on the Gloucester County Board of Agriculture, Director of the Swedesboro Auction and the Harrison Township Zoning Board. Hoss was the Treasurer of the Swedesboro Auction and is a long time representative on the New Jersey Peach Council. Mary Lynn is a current Director of the Gloucester County Board of Agriculture and is a member of the New Jersey Farmers Direct Marketing Association; and

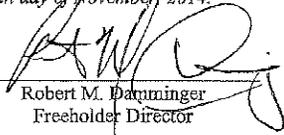
WHEREAS, besides working to better agriculture, they also work to make lives better in their own communities and are first to offer donations of produce and assistance to those in need. They have hosted educational tours for Rutgers Cooperative Extension, the NJ Department of Agriculture, NJ Farm Bureau and many other groups who are interested in learning about commercial-scale agriculture; and

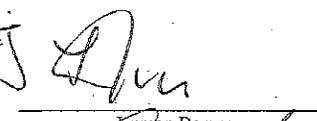
WHEREAS, Mary Lynn, Fred and Hoss are inspirational to their children, the 4th generation, who are continuing the farming legacy. It is because of farm families like theirs that Gloucester County remains a strong presence in the agricultural industry. Their continued generosity and devotion to their community and the industry makes them deserving of this award; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2014 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, Heather Simmons and Adam J. Taliaferro do hereby honor and congratulate Mary Lynn Grasso-Shiles, Fred Grasso and Rosario (Hoss) Grasso as the recipients of the "2014 Distinguished Service to Agriculture" award.

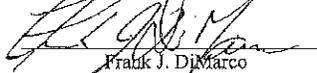
IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 7th day of November, 2014.

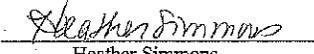

Giuseppe (Joe) Chila
Freeholder Deputy Director

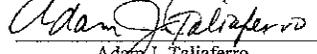

Robert M. Damminger
Freeholder Director

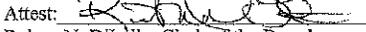

Lyman Barnes
Freeholder


Daniel Christy
Freeholder


Frank J. DiMarco
Freeholder


Heather Simmons
Freeholder


Adam J. Taliaferro
Freeholder

Attest:

Robert N. DiLella, Clerk of the Board

Board of Chosen Freeholders Proclamation

Honoring Larry Hardwick 2014 Special Service to Agriculture Award

WHEREAS, as a child, Larry Hardwick worked one long hot summer picking tomatoes for a local farmer and after summer ended, vowed never to work on a farm again. He later went on to work for the New Jersey Department of Agriculture for more than 40 years; and

WHEREAS, from 1973 through 1977 Larry worked at the New Jersey Department of Agriculture as a Seasonal Commodity Grader, then took on seasonal work with the Florida Department of Agriculture grading tomatoes during the winter months; and

WHEREAS, in 1981, Larry accepted a full-time position with the New Jersey Department of Agriculture as an Agriculture Products Agent Trainee and later as an Agriculture Products Agent II. He also completed his USDA training for a fruits and vegetables collaborator license that entitled him to inspect fruits and vegetables at terminal markets; and

WHEREAS, in 1988, Larry was promoted to Supervising Agriculture Products Agent in charge of fresh fruit and vegetable inspection. In 2003, he completed his final role in the New Jersey Department of Agriculture as Chief, Bureau of Commodity Inspection and Grading and was given the responsibility for fresh fruit and vegetable inspection, shell egg and poultry grading, the organic certification program, seafood grading and food safety third-party audits; and

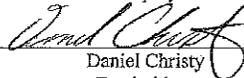
WHEREAS, in addition to the New Jersey Department of Agriculture titles, Larry has taken on many other roles to serve the department and the state's farmers. Since 1999, he has worked with the Rutgers Cooperative Extension to train New Jersey farmers on food safety requirements which enabled them to pass their third-party audit certifications and also was Liaison to the Gloucester County Board of Agriculture for the Secretary of Agriculture since 2003; and

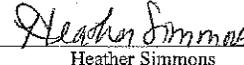
WHEREAS, in June 2014, Larry retired from the New Jersey Department of Agriculture, having served more than 40 years, and is now enjoying his retired life in Williamstown, NJ as a diehard Philadelphia sports fan, an active member of the Cross Keys United Methodist Church and is an auction enthusiast; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2014 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, Heather Simmons and Adam J. Taliaferro do hereby honor and congratulate Larry Hardwick as the recipient of the "2014 Special Service to Agriculture" award.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 7th day of November, 2014.

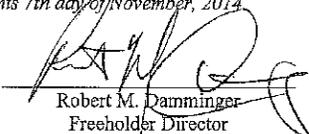

Giuseppe (Joe) Chila
Freeholder Deputy Director

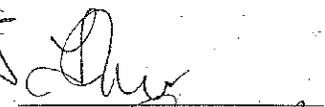

Daniel Christy
Freeholder

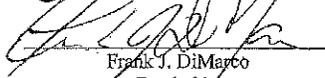

Heather Simmons
Freeholder

Attest:

Robert N. DiLella, Clerk of the Board


Robert M. Damminger
Freeholder Director


Lyman Barnes
Freeholder


Frank J. DiMarco
Freeholder


Adam J. Taliaferro
Freeholder

PL
Gloucester County

Board of Chosen Freeholders
Proclamation
RECOGNIZING FRED A. SORBELLO

2014 GLOUCESTER COUNTY DISTINGUISHED CITIZEN OF THE YEAR
GARDEN STATE COUNCIL, BOY SCOUTS OF AMERICA

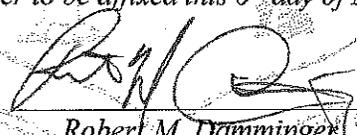
WHEREAS, from time to time it is the desire of the Board of Chosen Freeholders to pay special tribute to individuals who have provided exceptional service to the County of Gloucester. Fred A Sorbello, is president and CEO of the Mullica Hill Group, the country's largest USDA meat inspection service with cold stores in Mullica Hill and Pedricktown. Mr. Sorbello has been chosen as the "2014 Distinguished Citizen of the Year" for Gloucester County by the Garden State Council, Boys Scouts of America; and

WHEREAS, Fred A. Sorbello is an importer representative on the Cattleman's Beef Board, nominated by the Meat Importers of America (MICA) and appointed by the U.S. Secretary of Agriculture in 2014. Fred has been president of Hill Creek Farms (apple production and cider mill) since 1981 and has served as president and CEO of the Mullica Hills Group for 34 years. Mullica Hills specializes in temperature-controlled logistics, including cold stores, drayage and LTL transportation. Fred holds a bachelor's degree in accounting and business management from Thiel College; and

WHEREAS, Mr. Sorbello also has numerous other board affiliations including serving as president of Ship Philly First, as a board member on the Meat Import Council of America (MICA), chairman of MICA's Revenue and Membership Committee and membership on the Meat Import Shipping Association (MISA). Fred also serves as president for the AGRO/Oaktree Global Advisory Committee; and

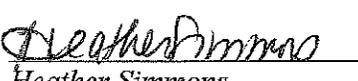
NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2014 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, Heather Simmons and Adam J. Taliaferro, do hereby recognize and congratulate **FRED A. SORBELLO** as the **"2014 DISTINGUISHED CITIZEN OF THE YEAR"**; and

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 6th day of November, 2014.


Robert M. Damminger
Freeholder Director

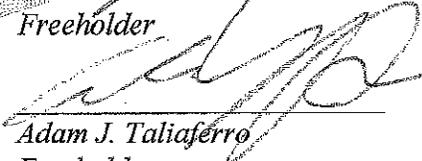

Giuseppe (Joe) Chila
Freeholder Deputy Director

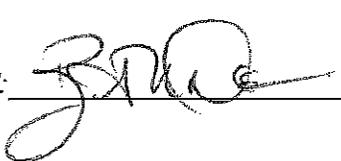

Daniel Christy
Freeholder


Heather Simmons
Freeholder


Lyman Barnes
Freeholder


Frank J. DiMarco
Freeholder


Adam J. Taliaferro
Freeholder

ATTEST: , Robert N. DiLella, Clerk

Gloucester County

P7

Board of Chosen Freeholders Proclamation

RECOGNIZING JOSEPH W. DEVINE

2014 GLOUCESTER COUNTY DISTINGUISHED CITIZEN OF THE YEAR
GARDEN STATE COUNCIL, BOY SCOUTS OF AMERICA

WHEREAS, from time to time it is the desire of the Board of Chosen Freeholders to pay special tribute to individuals who have provided exceptional service to the County of Gloucester. Joseph W. Devine, FACHE, a Kennedy Health System veteran of 28 years, is President & CEO of the Kennedy Health System and an ex-officio of the board of trustees, and a board member of Kennedy Health Facilities Inc. Mr. Devine has been chosen as the "2014 Distinguished Citizen of the Year" for Gloucester County by the Garden State Council, Boys Scouts of America; and

WHEREAS, an active, visible leader, Mr. Devine was presented with the Kennedy Beacon Award in recognition of his outstanding contributions to the community. His many other achievements include receiving the "Community Benefit Award" at a Dancing with the Gloucester County's Stars event by raising \$62,000 for the Kennedy Health System Ronald McDonald House Charities Pediatric Center, the Gloucester County NAACP's Corporate Diversity Award, the Gloucester County Chamber of Commerce "Business Person of the Year", the Philadelphia Pinnacle Award, and named as one of SJ Magazine's "Men of the Year." Most recently, Mr. Devine was chosen by the SJ Business People Magazine, as one of the region's "Executives of the Year," and was honored by the Washington Township Chamber of Commerce with the Rick Zammer Business Hall of Fame Award and the Andre and Addie Taliaferro Award from the Adam Taliaferro Foundation; and

WHEREAS, Joe and his wife, Dina, are residents of Washington Township and have two married daughters; and

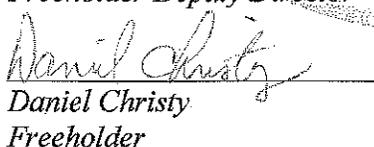
NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2014 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, Heather Simmons and Adam J. Taliaferro, do hereby recognize and congratulate JOSEPH W. DEVINE as the "2014 DISTINGUISHED CITIZEN OF THE YEAR"; and

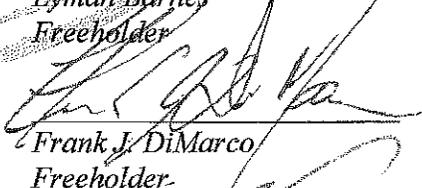
IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 6th day of November, 2014.

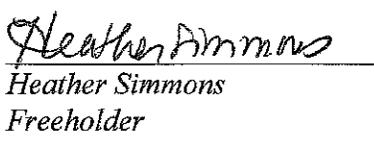

Robert M. Damminger
Freeholder Director

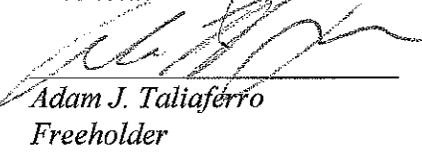

Giuseppe (Joe) Chila
Freeholder Deputy Director


Lyman Barnes
Freeholder


Daniel Christy
Freeholder


Frank J. DiMarco
Freeholder


Heather Simmons
Freeholder


Adam J. Taliaferro
Freeholder

ATTEST: , Robert N. DiLella, Clerk

Introduction

COUNTY OF GLOUCESTER, NEW JERSEY

ORDINANCE _____

AN ORDINANCE OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, AUTHORIZING THE GUARANTY BY THE COUNTY OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON COUNTY GUARANTEED LEASE REVENUE BONDS (ROWAN UNIVERSITY BUSINESS AND ENGINEERING SCHOOL PROJECTS), SERIES 2015, IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$58,000,000 TO BE ISSUED BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY IN ORDER TO FINANCE THE CONSTRUCTION OF NEW EDUCATIONAL FACILITIES FOR THE ROWAN UNIVERSITY SCHOOL OF BUSINESS AND SCHOOL OF ENGINEERING LOCATED IN THE BOROUGH OF GLASSBORO, IN THE COUNTY OF GLOUCESTER, AND FOR THE PURPOSE OF PROVIDING ADDITIONAL SECURITY FOR THE PAYMENT OF SAID BONDS; AND DETERMINING CERTAIN MATTERS IN CONNECTION THEREWITH

BACKGROUND

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

WHEREAS, Rowan University ("Rowan") is a leading public institute of higher education, organized and established pursuant to *N.J.S.A. 18A:64M-1, et seq.*, with its main campus located in the Borough of Glassboro in the County; and

WHEREAS, Rowan has heretofore established a comprehensive facilities and operations master plan, which master plan is periodically updated to reflect the needs for the continued growth of Rowan and the upkeep of Rowan facilities (as updated, the "Master Plan"); and

WHEREAS, in connection with the implementation of the Master Plan, Rowan has established its commitment to, among other things, the continued development and upkeep of its educational and/or non-educational facilities within the County; and

WHEREAS, in furtherance of its Master Plan, Rowan has determined to construct and equip new educational facilities for its: (i) School of Business, in the approximate size of 100,000 square feet, ("Business School Project"); and (ii) School of Engineering, in the approximate size of 95,000 square feet ("Engineering School Project" and, together with the Business School Project, the "Facility Projects"), each such facility to be located on land currently owned by Rowan and located on its main campus in the Borough of Glassboro; and

WHEREAS, certain funding for the Projects has been made available to Rowan through grants ("State Funds") obtained pursuant to the New Jersey Higher Education Capital Improvement Fund Act, Chapter 217 of the Public Laws of 1999, as amended and supplemented ("State Higher Education Funding Act"), however, Rowan has sought additional financing sources for the balance of the funding (i.e., the "local share") necessary to complete the Facility Projects; and

WHEREAS, the Authority is authorized, pursuant to the Act, to provide financing for the provision of Public Facilities (as defined in the Act), which include the Facility Projects, for use by the State of New Jersey ("State"), the County or any beneficiary county, or any municipality in any

such county, or any two or more or any subdivisions, departments, agencies or instrumentalities of any of the foregoing, including Rowan, for their respective governmental purposes; and

WHEREAS, the Authority is also authorized by law to plan, design, acquire, construct, equip and furnish public facilities, including the Facility Projects, on behalf of certain governmental units, including Rowan; and

WHEREAS, in connection with the determination of Rowan to continue its development of facilities in the County, including the Projects, the Authority has offered to provide project development and support to Rowan with respect to the acquisition, development, construction, installation and equipping of the Facility Projects; and

WHEREAS, the Authority has also offered to provide financial assistance to Rowan in order to pay for the "local share" costs of the Facility Projects not otherwise paid for or funded by the State Funds; and

WHEREAS, Rowan has determined that Authority possesses the skill and expertise necessary to develop and manage the development, construction and financing of large scale projects in a timely and cost-effective manner; and

WHEREAS, in furtherance of such determination, Rowan and the Authority have heretofore entered into a Project Development Agreement, dated July 14, 2014, pursuant to which the Authority has agreed to provide project development and management assistance to Rowan with respect to the Facility Projects; and

WHEREAS, in addition, pursuant to the Project Development Agreement, the Authority has agreed to provide financing to provide funding for the "local share" of the Facility Projects; and

WHEREAS, the Authority now desires to authorize, issue and sell up to \$58,000,000, in one or more series, of its County Guaranteed Lease Revenue Bonds (Rowan University Business and Engineering School Projects), Series 2015 ("Bonds"), the proceeds of which will be utilized to: (i) pay for the costs of the development, construction and equipping of the "local share" of the Facility Projects pursuant to and in accordance with the Project Development Agreement and the plans and specifications provided by Rowan to the Authority; (ii) provide for capitalized interest on the Bonds; and (iii) pay the costs associated with the issuance of the Bonds (collectively, the "Project"); and

WHEREAS, the Bonds will be special, limited obligations of the Authority the payment of which will be secured by, *inter alia*, lease payments to be received from Rowan pursuant to the terms and conditions set forth in one or more Lease and Agreements between the Authority and Rowan ("Lease") in an amount sufficient to pay the principal of and interest on the Bonds when due, plus any additional fees and expenses charged by the Authority or owed to third parties; and

WHEREAS, pursuant to the Lease, Rowan shall pay to the Authority lease payments for the use and occupancy of the Facility Projects until the Lease is paid in full; and

WHEREAS, all expenses related to the general operation and maintenance of the Facility Projects during the term of the Lease, including required insurance and other expenses shall be remain the responsibility of Rowan; and

WHEREAS, in recognition of the educational and economic importance of the development of Rowan to the southern New Jersey region, and the County in particular, and to induce the prospective purchasers of the Bonds to purchase the same and provide additional security to the holders thereof, the County desires, in accordance with Section 37 of the Act, *N.J.S.A.* 40:37A-80, to unconditionally and irrevocably guaranty the punctual payment of the principal of and interest on the Bonds as further described herein.

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

Section 1. This Ordinance shall be adopted by the Board of Chosen Freeholders of the County in the manner provided for the adoption of a bond ordinance as provided in the Local Bond

Law, constituting Chapter 169 of the Pamphlet Laws of 1960 of the State, and the acts amendatory thereof and supplemental thereto, *N.J.S.A. 40A:2-1 et seq.* ("Local Bond Law").

Section 2. Pursuant to and in accordance with the terms of the Act, specifically Section 37 thereof, *N.J.S.A. 40:37A-80*, the County is hereby authorized to and hereby shall unconditionally and irrevocably guaranty the punctual payment of the principal of and interest on the Bonds in an aggregate principal amount not exceeding \$58,000,000 to be issued for the purpose of undertaking and financing the Project as further described in the preamble hereof, such Bonds to be dated, to be in such form, to mature, to bear such rate or rates of interest and to be otherwise as provided or established in a bond resolution to be adopted by the Authority on or about December 18, 2014, and consistent with the provisions of the Act. The full faith and credit of the County are hereby pledged for the full and punctual performance of its payment obligations under this Ordinance.

Section 3. Upon endorsement of the Bonds referred to in Section 4 below, the County shall be unconditionally and irrevocably obligated to pay the principal of and interest on the Bonds in the same manner and to the same extent as in the case of bonds issued by the County and, accordingly, the County shall be unconditionally and irrevocably obligated to levy ad valorem taxes upon all taxable property within the County for the payment thereof without limitation as to rate or amount to the extent payment of the Bonds is not otherwise provided.

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

"GUARANTY OF COUNTY OF GLOUCESTER, NEW JERSEY

The payment of the principal of and interest on the within Bond to the extent considered outstanding under the resolution of the Authority authorizing the Bonds is hereby fully and unconditionally guaranteed by the County of Gloucester, New Jersey ("County"), and the County is unconditionally liable for the payment, when due, of the principal of and interest on this Bond in accordance with its terms.

"IN WITNESS WHEREOF, the Board has caused this Guaranty to be executed by the manual or facsimile signature of its Director.

**BOARD OF CHOSEN FREEHOLDERS OF
THE COUNTY OF GLOUCESTER, NEW
JERSEY**

By: _____
ROBERT M. DAMMINGER,
Director of the Board

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

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

(a) This Ordinance may be adopted notwithstanding any statutory debt or other limitations, including particularly any limitation or requirement under or pursuant to the Local Bond Law, but the aggregate principal amount of the Bonds which shall be entitled to the benefits of the guaranty pursuant to this Ordinance, being an amount not to exceed \$58,000,000, shall after their issuance be included in the gross debt of the County for the purpose of determining the indebtedness of the County under or pursuant to the Local Bond Law.

(b) The principal amount of Bonds entitled to the benefits of this Ordinance and included in the gross debt of the County shall be deducted and is hereby declared to be and to constitute a deduction from such gross debt under and for all the purposes of the Local Bond Law:

(i) from and after the time of issuance of the Bonds until the end of the fiscal year beginning next after the completion of the Project; and (ii) in any annual debt statement filed pursuant to the Local Bond Law as of the end of said fiscal year or any subsequent fiscal year if the revenues or other receipts or moneys in such year relative to the Project are sufficient to pay its expenses of operation and maintenance in such year and all amounts payable in such year on account of the principal of and interest on all such guaranteed Bonds issued to finance the costs of the Project or as otherwise provided by law.

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

(a) The maximum principal amount of the Bonds which are hereby and hereunder guaranteed as to the punctual payment of the principal thereof and interest thereon is and the maximum estimated cost of the Project to be financed in accordance with the transaction contemplated hereby is \$58,000,000.

(b) The purpose described in this Ordinance is not a current expense of the County and no part of the cost thereof has been or shall be assessed on property specially benefited thereby.

(c) A supplemental debt statement of the County has been duly made and filed in the office of the County Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State, and such debt statement shows that while the gross debt of the County, as defined in the Local Bond Law, is increased by this Ordinance by \$58,000,000, in accordance with the provisions of the Act, the net debt of the County is not increased, and the obligation of the County authorized by or incurred pursuant to the terms of this ordinance is permitted by an exception to the debt limitations of the Local Bond Law which exception is contained in the Act.

Section 8. All ordinances, or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

Section 9. This ordinance shall take effect at the time and in the manner provided by the Local Bond Law.

Statement to be Published With Ordinance After Introduction.

Public notice is hereby given that the foregoing Ordinance was introduced and passed on first reading at the meeting of the Board of Chosen Freeholders ("Board") of the County of Gloucester, New Jersey ("County") held on November 25, 2014. Further notice is given that said Ordinance will be considered for final passage and adoption, after a public hearing thereon, at a meeting of the Board of the County to be held at the County Administration Building, Broad and Delaware Streets, Woodbury, New Jersey, on December __, 2014 at ____ p.m. During the week prior to and up to and including the date of said meeting, copies of said Ordinance will be made available at the Clerk of the Board's Office in the County Administration Building for members of the general public who request the same.

**ROBERT N. DILELLA, Clerk of the Board of
Chosen Freeholders of the County of Gloucester,
New Jersey**

Statement to be Published With Ordinance After Final Adoption.

STATEMENT

The Ordinance published herewith has been finally adopted on December __, 2014 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such Ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement.

**ROBERT N. DILELLA, Clerk of the Board of
Chosen Freeholders of the County of Gloucester,
New Jersey**

Introduction

COUNTY OF GLOUCESTER, NEW JERSEY

ORDINANCE _____

AN ORDINANCE OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY RATIFYING AND APPROVING THE EXTENSION OF THE PREVIOUSLY APPROVED GUARANTY OF THE COUNTY TO INCLUDE THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE COUNTY GUARANTEED LEASE REVENUE REFUNDING BONDS, SERIES A OF 2015 IN THE AGGREGATE PRINCIPAL AMOUNT NOT-TO-EXCEED \$7,500,000 TO BE ISSUED BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY TO FINANCE THE REFUNDING OF UP TO ALL OF THE CALLABLE MATURITIES OF THE AUTHORITY'S OUTSTANDING COUNTY GUARANTEED LEASE REVENUE REFUNDING BONDS, SERIES A OF 2004, AND FOR THE PURPOSE OF PROVIDING ADDITIONAL SECURITY FOR THE PAYMENT OF SAID BONDS; AND DETERMINING CERTAIN MATTERS IN CONNECTION THEREWITH

BACKGROUND

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

WHEREAS, the Authority is authorized, pursuant to the Act, to provide financing for the provision of public facilities (as defined in the Act) for use by local government units, including the County and municipalities within the County; and

WHEREAS, on November 23, 1999, in accordance with the provisions of the Act and, specifically, Section 37 thereof, the Board of the County finally adopted a guaranty ordinance ("Original County Guaranty") which provided for the guaranty by the County of the timely payment of the principal of and interest on bonds to be issued by the Authority in an aggregate principal amount not exceeding \$21,000,000 for or with respect to: (i) the completion of Phase I of the Gloucester County College Master Plan at the Gloucester County College Campus in Washington Township, in the County; (ii) the acquisition of approximately 280 acres of real property bordered by Delsea Drive and Pennsylvania Avenue in the Township of Franklin, in the County, together with the renovation of various facilities on said site and the installation of equipment and completion of various improvements for use as a park and recreational facility; (iii) Phase I of the County Court Facilities Project, in the City of Woodbury, in the County; and (iv) the completion of such other improvements and work and acquisition of equipment and materials as may be necessary or appropriate for the completion of the capital improvements described above, all as more particularly set forth in the Project Description and Cost Estimate prepared in connection therewith and filed in the offices of the County and the Authority (collectively, the "1999 Project"); and

WHEREAS, on December 15, 1999, the Authority issued its (i) \$8,120,000 County Guaranteed Lease Revenue Bonds, Series A of 1999 ("Series 1999A Bonds"); (ii) \$4,020,000 County Guaranteed Lease Revenue Bonds, Series B of 1999 ("Series 1999B Bonds"); and (iii) \$8,635,000 County Guaranteed Lease Revenue Bonds, Series C of 1999 ("Series 1999C Bonds" and together with the Series 1999A Bonds and the Series 1999B Bonds, the "Series 1999 Bonds"), the proceeds of which were used to provide permanent financing for the 1999 Project; and

WHEREAS, the Series 1999 Bonds are entitled to the benefit of the Original County Guaranty; and

WHEREAS, on April 26, 2000, in accordance with the provisions of the Act and, specifically, Section 37 thereof, the Board of the County finally adopted a guaranty ordinance amending the Original County Guaranty ("First Amended County Guaranty") to provide for the guaranty by the County of the timely payment of the principal of and interest on bonds to be issued by the Authority in an aggregate principal amount not exceeding \$7,000,000 for, or with respect to, the construction of certain additional infrastructure improvements to complete Phase I of the County Court Facilities Project, as more particularly set forth in the Project Description and Cost Estimate prepared in connection therewith and on file in the offices of the County and the Authority ("2000A Project"), so that the aggregate principal amount of Authority obligations for the 1999 Project and the 2000A Project guaranteed by the County was increased to an aggregate amount of \$28,000,000; and

WHEREAS, on June 7, 2000, the Authority issued its \$6,600,000 County Guaranteed Lease Revenue Bonds, Series A of 2000 ("Series 2000A Bonds"), the proceeds of which were used to provide permanent financing for the 2000A Project; and

WHEREAS, the Series 2000A Bonds are entitled to the benefit of the Original County Guaranty, as amended by the First Amended County Guaranty; and

WHEREAS, on December 21, 2000, the Authority, at the request of the County, adopted a resolution authorizing the substitution of approximately 1,661.39 acres of land located in Logan Township, Gloucester County, New Jersey ("New Site") and the acquisition and installation of certain equipment thereon and completion of various improvements thereto (collectively, the "New 1999B Equipment and Improvements") for the approximately 280 acres of land located in Franklin Township, Gloucester County, New Jersey ("Original Site") and the acquisition and installation of certain equipment thereon and completion of various improvements thereto previously authorized to be financed with the proceeds of the Series 1999B Bonds; and

WHEREAS, in connection with the substitution of the New 1999B Equipment and Improvements, the Authority (i) prepared an Addendum to Exhibit A to the Ground Lease Agreement, by and between the County and the Authority, dated as of July 1, 1992, as amended and restated as of August 15, 1999, as amended by the First Amendment to Ground Lease, dated as of August 15, 1999; and (ii) executed, delivered and recorded an Amended and Restated First Amendment to Memorandum of Lease each of which contains a revised Exhibit A setting forth a description of the New Site in place of the description of the Original Site (collectively, the "Substitution Documents"); and

WHEREAS, on September 26, 2001, in accordance with the provisions of the Act and, specifically Section 37 thereof, the Board of the County finally adopted a guaranty ordinance further amending the Original County Guaranty, as amended by the First Amended County Guaranty ("Second Amended County Guaranty"), to provide for the guaranty by the County of timely payment of the principal of and interest on bonds to be issued by the Authority in an aggregate principal amount not exceeding \$9,000,000 for, or with respect to: (i) the construction and equipping of a new clubhouse facility at the County Golf Course located in Pitman, New Jersey; the acquisition and installation of a new security system for the County jail; and providing additional funding for the acquisition of the New Site and the acquisition and installation of certain equipment thereon and completion of various improvements thereto (collectively, the "2001A Project"); and (ii) the acquisition of certain capital equipment and/or the construction of certain infrastructure improvements on behalf of and on land owned by various municipalities and school districts located in the County ("2001B Project" and together with the 2001A Project, the "2001 Project"), so that the aggregate principal amount of Authority obligations for the 1999 Project, the 2000A Project and the 2001 Project guaranteed by the County was increased to an aggregate amount of \$37,000,000; and

WHEREAS, on November 21, 2001, the Authority issued its (i) \$7,495,000 County Guaranteed Lease Revenue Bonds, Series A of 2001 ("Series 2001A Bonds"), the proceeds of which were used to provide permanent financing for the 2001A Project; and (ii) \$880,000 County Guaranteed Lease Revenue Bonds, Series B of 2001 ("Series 2001B Bonds" and together with the Series 2001A Bonds, the "Series 2001 Bonds"), the proceeds of which were used to provide permanent financing for the 2001B Project; and

WHEREAS, the Series 2001 Bonds are entitled to the benefit of the Original County Guaranty, as amended by the First Amended County Guaranty and the Second Amended County Guaranty; and

WHEREAS, on August 21, 2002, in accordance with the provisions of the Act and, specifically Section 37 thereof, the Board of the County finally adopted a guaranty ordinance further amending the Original County Guaranty, as amended by the First Amended County Guaranty and the Second Amended County Guaranty Ordinance ("Third Amended County Guaranty"), to provide for the guaranty by the County of timely payment of the principal of and interest on bonds to be issued by the Authority in an aggregate principal amount not exceeding \$14,500,000 ("Series 2002A Bonds") with respect to the advance refunding of the Authority's outstanding callable: (i) \$2,515,000 aggregate principal amount of the Series 1999B Bonds scheduled to mature on December 1 in each of the years 2010 through 2019, inclusive ("Series 1999B Refunded Bonds"); (ii) \$5,400,000 aggregate principal amount of the Series 1999C Bonds scheduled to mature on December 1 in each of the years 2010 through 2019, inclusive ("Series 1999C Refunded Bonds"); and (iii) \$3,970,000 aggregate principal amount of the Series 2000A Bonds scheduled to mature on August 1 in each of the years 2011 through 2019, inclusive ("Series 2000A Refunded Bonds") (the advance refunding of the Series 1999B Refunded Bonds, the Series 1999C Refunded Bonds and the Series 2000A Refunded Bonds is hereinafter collectively referred to as the "2004A Project"), subject to the realization of sufficient present value savings, so that the aggregate principal amount of Authority obligations for the 1999 Project, the 2000A Project, the 2001 Project and the 2004A Project guaranteed by the County was increased to an aggregate amount of \$51,500,000; and

WHEREAS, the Series 2002A Bonds were not issued by the Authority until 2004 due to market conditions which prevented the Authority from realizing sufficient present value savings; and

WHEREAS, on March 26, 2003, in accordance with the provisions of the Act and, specifically Section 37 thereof, the Board of the County finally adopted a guaranty ordinance further amending the Original County Guaranty, as amended by the First Amended County Guaranty, the Second Amended County Guaranty and the Third Amended County Guaranty ("Fourth Amended County Guaranty"), to provide for the guaranty by the County of timely payment of the principal of and interest on bonds to be issued by the Authority in an aggregate principal amount not exceeding \$30,000,000 for, or with respect to: (i) the construction and improvement to the County Vocational School, in Deptford, New Jersey; the acquisition, improvement and equipping of a building, located in West Deptford, New Jersey, Lot 1, Block 347.02 for the County Board of Elections; acquisition of and improvement to land located in Monroe, New Jersey, Lot 1, Block 12701 for a County Veteran's Cemetery; and renovations to the County Courthouse (collectively, the "2003A Project"); and (ii) the acquisition of certain capital equipment and/or the construction of certain infrastructure improvements on behalf of and on land owned by various municipalities, school districts and fire districts located in the County ("2003B Project" and together with the 2003A Project, the "2003 Project"), so that the aggregate principal amount of Authority obligations for the 1999 Project, the 2000A Project, the 2001 Project, the 2004A Project and the 2003 Project guaranteed by the County was increased to an aggregate amount of \$81,500,000; and

WHEREAS, on June 11, 2003, the Authority issued its (i) \$18,020,000 County Guaranteed Lease Revenue Bonds, Series A of 2003 ("Series 2003A Bonds"), the proceeds of which were used to provide permanent financing for the 2003A Project; and (ii) \$2,380,000 County Guaranteed Lease Revenue Bonds, Series B of 2003 ("Series 2003B Bonds" and together with the Series 2003A Bonds, the "Series 2003 Bonds"), the proceeds of which were used to provide permanent financing for the 2003B Project; and

WHEREAS, the Series 2003 Bonds are entitled to the benefit of the Original County Guaranty, as amended by the First Amended County Guaranty, the Second Amended County Guaranty, the Third Amended County Guaranty and the Fourth Amended County Guaranty; and

WHEREAS, on March 2, 2004, the Authority issued its \$13,295,000 County Guaranteed Lease Revenue Refunding Bonds, Series A of 2004 ("Series 2004A Bonds"), the proceeds of which were used to finance the costs of the 2004A Project; and

WHEREAS, the Series 2004A Bonds are entitled to the benefit of the Original County Guaranty, as amended by the First Amended County Guaranty, the Second Amended County Guaranty, the Third Amended County Guaranty and the Fourth Amended County Guaranty; and

WHEREAS, on June 16, 2004, in accordance with the provisions of the Act and, specifically Section 37 thereof, the Board of the County finally adopted a guaranty ordinance further amending the Original County Guaranty, as amended by the First Amended County Guaranty, the Second Amended County Guaranty, the Third Amended County Guaranty and the Fourth Amended County Guaranty ("Fifth Amended County Guaranty"), to provide for the guaranty by the County of timely payment of the principal of and interest on bonds to be issued by the Authority in an aggregate principal amount not exceeding \$6,500,000 for, or with respect to: (i) the design and construction of the Autism School Project (as hereinafter defined) and the acquisition of certain capital equipment for the County (collectively, the "2004 County Project"); and (ii) the acquisition of certain capital equipment and/or the construction of certain infrastructure improvements on behalf of and on land owned by various municipalities, school districts and fire districts located in the County ("2004 Local Units Project" and together with the 2004 County Project, the "2004 Program Improvements and Equipment"), so that the aggregate principal amount of Authority obligations for the 1999 Project, the 2000A Project, the 2001 Project, the 2003 Project, the 2004A Project and the 2004 Program Improvements and Equipment guaranteed by the County was increased to an aggregate amount of \$88,000,000; and

WHEREAS, on December 7, 2004, the Authority issued its (i) \$1,480,000 County Guaranteed Lease Revenue Bonds, Series B of 2004 ("Series 2004B Bonds"), the proceeds of which were used to provide permanent financing for the 2004 County Project; and (ii) \$3,415,000 County Guaranteed Lease Revenue Bonds, Series C of 2004 ("Series 2004C Bonds" and together with the Series 2004B Bonds, the "Series 2004B/C Bonds"), the proceeds of which were used to provide permanent financing for the 2004 Local Units Project; and

WHEREAS, the Series 2004B/C Bonds are entitled to the benefit of the Original County Guaranty, as amended by the First Amended County Guaranty, the Second Amended County Guaranty, the Third Amended County Guaranty, the Fourth Amended County Guaranty and the Fifth Amended County Guaranty; and

WHEREAS, on August 24, 2005, in accordance with the provisions of the Act and, specifically Section 37 thereof, the Board of the County finally adopted a guaranty ordinance further amending the Original County Guaranty, as amended by the First Amended County Guaranty, the Second Amended County Guaranty, the Third Amended County Guaranty, the Fourth Amended County Guaranty and the Fifth Amended County Guaranty ("Sixth Amended County Guaranty"), to provide for the guaranty by the County of timely payment of the principal of and interest on bonds to be issued by the Authority in an aggregate principal amount not exceeding \$41,250,000 for, or with respect to: (i) the Local Share, in the amount of \$7,149,773, of the costs of completion of design, construction, furnishing and equipping of the approximately 52,016 square foot special services school known as Bankbridge Development Center ("Autism School Project") to be located on property leased from the Gloucester County College in Deptford Township, in the County, previously financed with a portion of the proceeds of the Series 2004B Bonds; (ii) the construction and equipping of riding trails and equestrian center facilities as part of the County park and recreational facility located in Logan Township, in the County ("Equestrian Center Project"), financed with the proceeds of the Series 1999B Bonds; and (iii) the costs of Phase II of the County Court Facilities project, in the City of Woodbury, in the County, including design costs relating to the Justice Complex expansion and demolition costs and construction of a 600-700 space parking garage ("County Court Project" and together with the Autism School Project and the Equestrian Center Project, the "2005 County Project"), so that the aggregate principal amount of Authority obligations for the 1999 Project, the 2000A Project, the 2001 Project, the 2003 Project, the 2004A Project, the 2004 Program Improvements and Equipment and the 2005 County Project guaranteed by the County was increased to an aggregate amount of \$129,250,000; and

WHEREAS, on November 10, 2005, the Authority issued its \$33,895,000 County Guaranteed Lease Revenue Bonds, Series A of 2005 ("Series 2005A Bonds"), the proceeds of which were used to provide permanent financing of all of the costs of the Equestrian Center Project and the County Court Project and the Local Share portion of the \$13,962,900 eligible costs ("Eligible Costs") of the Autism School Project approved by the New Jersey Department of Education pursuant to the Educational Facilities Construction and Financing Act, P.L. 2000 c.72 ("EFCFA"); and

WHEREAS, the Series 2005A Bonds are entitled to the benefit of the Original County Guaranty, as amended by the First Amended County Guaranty, the Second Amended County Guaranty, the Third Amended County Guaranty, the Fourth Amended County Guaranty, the Fifth Amended County Guaranty and the Sixth Amended County Guaranty; and

WHEREAS, on April 19, 2006, in accordance with the provisions of the Act and, specifically Section 37 thereof, the Board of the County finally adopted a guaranty ordinance further amending the Original County Guaranty, as amended by the First Amended County Guaranty, the Second Amended County Guaranty, the Third Amended County Guaranty, the Fourth Amended County Guaranty, the Fifth Amended County Guaranty and the Sixth Amended County Guaranty ("Seventh Amended County Guaranty"), to provide for the guaranty by the County of timely payment of the principal of and interest on bonds to be issued by the Authority in an aggregate principal amount not exceeding \$7,355,000 for, or with respect to, the State Share of the costs of completion of design, construction, furnishing and equipping of the Autism School Project ("2006 County Project"), so that the aggregate principal amount of Authority obligations for the 1999 Project, the 2000A Project, the 2001 Project, the 2003 Project, the 2004A Project, the 2004 Program Improvements and Equipment, the 2005 County Project and the 2006 County Project guaranteed by the County was maintained at an aggregate amount of \$129,250,000; and

WHEREAS, on August 24, 2006, the Authority issued its \$5,845,000 County Guaranteed Lease Revenue Bonds, Series A of 2006 ("Series 2006A Bonds"), the proceeds of which were used to provide permanent financing of all of the costs of the 2006 County Project; and

WHEREAS, the Series 2006A Bonds are entitled to the benefit of the Original County Guaranty, as amended by the First Amended County Guaranty, the Second Amended County Guaranty, the Third Amended County Guaranty, the Fourth Amended County Guaranty, the Fifth Amended County Guaranty, the Sixth Amended County Guaranty and the Seventh Amended County Guaranty; and

WHEREAS, on August 18, 2010, in accordance with the provisions of the Act and, specifically Section 37 thereof, the Board of the County finally adopted a guaranty ordinance further amending the Original County Guaranty, as amended by the First Amended County Guaranty, the Second Amended County Guaranty, the Third Amended County Guaranty, the Fourth Amended County Guaranty, the Fifth Amended County Guaranty, the Sixth Amended County Guaranty and the Seventh Amended County Guaranty ("Eighth Amended County Guaranty"), to provide for the guaranty by the County of timely payment of the principal of and interest on bonds to be issued by the Authority in an aggregate principal amount not exceeding \$8,000,000 with respect to: (i) the current refunding of the Series 1999A Bonds currently outstanding in the principal amount of \$2,770,000 and maturing serially on December 1 in each of the years 2011 through 2014, inclusive ("Series 1999A Refunded Bonds"); and (ii) the advance refunding of the Series 2001A Bonds currently outstanding in the principal amount of \$4,415,000 and maturing serially on September 1 in each of the years 2012 through 2016, inclusive, and the term Series 2001A Bonds maturing on September 1, 2021 ("Series 2001A Refunded Bonds") (the current refunding of the Series 1999A Refunded Bonds and the advance refunding of the Series 2001A Refunded Bonds is hereinafter collectively referred to as the "2010A Refunding Project"), subject to the realization of sufficient present value savings, so that the aggregate principal amount of Authority obligations for the 1999 Project, the 2000A Project, the 2001 Project, the 2003 Project, the 2004A Project, the 2004 Program Improvements and Equipment, the 2005 County Project, the 2006 County Project and the 2010A Refunding Project guaranteed by the County was maintained at an aggregate amount of \$129,250,000; and

WHEREAS, on December 2, 2010, the Authority issued its \$7,520,000 County Guaranteed Lease Revenue Refunding Bonds, Series A of 2010 ("Series 2010A Bonds"), consisting of \$2,805,000 County Guaranteed Lease Revenue Refunding Bonds, Series 2010A-1 and \$4,715,000 County Guaranteed Lease Revenue Refunding Bonds, Series 2010A-2, the proceeds of which were used to finance the 2010A Refunding Project; and

WHEREAS, the Series 2010A Bonds are entitled to the benefit of the Original County Guaranty, as amended by the First Amended County Guaranty, the Second Amended County Guaranty, the Third Amended County Guaranty, the Fourth Amended County Guaranty, the Fifth Amended County Guaranty, the Sixth Amended County Guaranty, the Seventh Amended County Guaranty and the Eighth Amended County Guaranty; and

WHEREAS, on November 23, 2010, in accordance with the provisions of the Act and, specifically Section 37 thereof, the Board of the County finally adopted a guaranty ordinance further amending the Original County Guaranty, as amended by the First Amended County Guaranty, the Second Amended County Guaranty, the Third Amended County Guaranty, the Fourth Amended County Guaranty, the Fifth Amended County Guaranty, the Sixth Amended County Guaranty, the Seventh Amended County Guaranty, and the Eighth Amended County Guaranty ("Ninth Amended County Guaranty"), to provide for the guaranty by the County of timely payment of the principal of and interest on bonds to be issued by the Authority in an aggregate principal amount not exceeding \$13,000,000 with respect to the advance refunding of the Authority's the callable maturities of the Series 2003A Bonds currently outstanding in the principal amount of \$10,895,000 and maturing serially on July 15, 2014 through 2023, inclusive (collectively, the "2011A Refunding Project"), subject to the realization of sufficient present value savings, so that the aggregate principal amount of Authority obligations for the 1999 Project, the 2000A Project, the 2001 Project, the 2003 Project, the 2004A Project, the 2004 Program Improvements and Equipment, the 2005 County Project, the 2006 County Project, the 2010A Refunding Project, and the 2011A Refunding Project guaranteed by the County was increased to an aggregate amount of \$142,250,000; and

WHEREAS, on September 20, 2011, the Authority issued its \$10,700,000 County Guaranteed Lease Revenue Refunding Bonds, Series A of 2011 ("Series 2011A Bonds"), the proceeds of which were used to finance the 2011A Refunding Project; and

WHEREAS, the Series 2011A Bonds are entitled to the benefit of the Original County Guaranty, as amended by the First Amended County Guaranty, the Second Amended County Guaranty, the Third Amended County Guaranty, the Fourth Amended County Guaranty, the Fifth Amended County Guaranty, the Sixth Amended County Guaranty, the Seventh Amended County Guaranty, the Eighth Amended County Guaranty, and the Ninth Amended County Guaranty; and

WHEREAS, on December 19, 2012, in accordance with the provisions of the Act and, specifically Section 37 thereof, the Board of the County finally adopted a guaranty ordinance further amending the Original County Guaranty, as amended by the First Amended County Guaranty, the Second Amended County Guaranty, the Third Amended County Guaranty, the Fourth Amended County Guaranty, the Fifth Amended County Guaranty, the Sixth Amended County Guaranty, the Seventh Amended County Guaranty, the Eighth Amended County Guaranty and the Ninth Amended County Guaranty ("Tenth Amended County Guaranty"), to provide for the guaranty by the County of timely payment of the principal of and interest on bonds to be issued by the Authority in an aggregate principal amount not exceeding \$29,000,000 with respect to the advance refunding of the Authority's the callable maturities of the Series 2005A Bonds outstanding in the principal amount of \$24,395,000 and maturing serially on September 1, 2016 through 2025, inclusive (collectively, the "2013A Refunding Project"), subject to the realization of sufficient present value savings, so that the aggregate principal amount of Authority obligations for the 1999 Project, the 2000A Project, the 2001 Project, the 2003 Project, the 2004A Project, the 2004 Program Improvements and Equipment, the 2005 County Project, the 2006 County Project, the 2010A Refunding Project, the 2011A Refunding Project and the 2013A Refunding Project guaranteed by the County was increased to an aggregate amount of \$171,250,000; and

WHEREAS, on April 17, 2013, the Authority issued its \$24,595,000 County Guaranteed Lease Revenue Refunding Bonds, Series A of 2013 ("Series 2013A Bonds"), the proceeds of which were used to finance the 2013A Refunding Project; and

WHEREAS, the Series 2013A Bonds are entitled to the benefit of the Original County Guaranty, as amended by the First Amended County Guaranty, the Second Amended County Guaranty, the Third Amended County Guaranty, the Fourth Amended County Guaranty, the Fifth Amended County Guaranty, the Sixth Amended County Guaranty, the Seventh Amended County Guaranty, the Eighth Amended County Guaranty, the Ninth Amended County Guaranty and the Tenth Amended County Guaranty; and

WHEREAS, to date, the County has authorized and unconditionally and irrevocably guaranteed the punctual payment, when due, of Authority obligations in the aggregate principal amount of \$171,250,000 pursuant to the County Guaranty; and

WHEREAS, the Authority has determined to currently refund the Series 2004A Bonds maturing serially on December 1 in each of the years 2015 through 2019, inclusive at par

(collectively, the "2015A Refunding Project "), subject to the realization of sufficient present value savings and upon thirty (30) days prior written notice, through the issuance by the Authority of its County Guaranteed Lease Revenue Refunding Bonds, Series A of 2015 ("Series 2015A Bonds"), in an aggregate principal amount not exceeding \$7,500,000; and

WHEREAS, to induce the prospective purchasers of the Series 2015A Bonds to purchase the same and provide additional security to the holders thereof, the County desires, in accordance with Section 37 of the Act (*N.J.S.A.* 40:37A-80) to ratify and approve the extension of the previously approved County Guaranty to include the payment of the principal of and interest on the Series 2015A Bonds, such that the aggregate principal amount of Authority obligations for the 1999 Project, the 2000A Project, the 2001 Project, the 2003 Project, the 2004A Project, the 2004 Program Improvements and Equipment, the 2005 County Project, the 2006 County Project, the 2010A Refunding Project, the 2011A Refunding Project, the 2013A Refunding Project and the 2015A Refunding Project that are entitled to the benefits of the County Guaranty is \$171,250,000.

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

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

Section 2. All references in the County Guaranty to "Bonds" shall be further amended to include the "Series 2015A Bonds" in addition to the Outstanding Series 1999 Bonds, the Series 2000A Bonds, the Series 2001 Bonds, the Series 2003 Bonds, the Series 2004A Bonds, the Series 2004B/C Bonds, the Series 2005A Bonds, the Series 2006A Bonds, the Series 2010A Bonds, the Series 2011A Bonds and the Series 2013A Bonds.

Section 3. All references in the County Guaranty to "1999 Project", "2000A Project", "2001 Project", "2003 Project", "2004A Project", "2004 Program Improvements and Equipment", "2005 County Project", "2006 County Project", "2010A Refunding Project", "2011A Refunding Project" and "2013A Refunding Project" shall be further amended to include the "2015A Refunding Project".

Section 4. The following matters are hereby determined, declared, recited and stated:

(a) The maximum principal amount of Series 2015A Bonds which are hereby and hereunder guaranteed as to the punctual payment of the principal thereof and interest thereon is, and the maximum estimated cost of the 2015A Refunding Project to be financed in accordance with the transaction contemplated hereby is \$7,500,000.

(b) The purpose described in this Ordinance is not a current expense of the County and no part of the cost thereof has been or shall be assessed on property specially benefited thereby.

Section 5. All ordinances and resolutions, or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

Section 6. This Ordinance shall take effect at the time and in the manner provided by the Local Bond Law.

Statement to be Published With Ordinance After Introduction.

Public notice is hereby given that the foregoing Guaranty Ordinance was introduced and passed on first reading at the meeting of the Board of Chosen Freeholders ("Board") of the County of Gloucester, New Jersey ("County") held on November 25, 2014. Further notice is given that said Guaranty Ordinance will be considered for final passage and adoption, after a public hearing thereon, at a meeting of the Board of the County to be held at the County Administration Building, 2 South Broad Street, Woodbury, New Jersey, on December __, 2014 at 7:30 p.m. During the week prior to and up to and including the date of said meeting, copies of said Guaranty Ordinance will be made available at the Clerk of the Board's Office in the County Administration Building for members of the general public who request the same.

**ROBERT N. DILELLA, Clerk of the Board of
Chosen Freeholders of the County of Gloucester,
New Jersey**

Statement to be Published With Ordinance After Final Adoption.

STATEMENT

The Guaranty Ordinance published herewith has been finally adopted on December __, 2014 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such Guaranty Ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement.

**ROBERT N. DILELLA, Clerk of the Board of
Chosen Freeholders of the County of Gloucester,
New Jersey**

Introduction

COUNTY OF GLOUCESTER, NEW JERSEY

ORDINANCE _____

AN ORDINANCE OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY AUTHORIZING AND APPROVING THE ENTERING INTO, EXECUTION AND DELIVERY OF AN ELEVENTH AMENDMENT TO LEASE PURCHASE AGREEMENT, ELEVENTH AMENDMENT TO GROUND LEASE AGREEMENT AND A CONTINUING DISCLOSURE AGREEMENT WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY RELATING TO THE ISSUANCE BY THE AUTHORITY OF ITS COUNTY GUARANTEED LEASE REVENUE REFUNDING BONDS, SERIES A OF 2015, AND AUTHORIZING OTHER NECESSARY ACTION IN CONNECTION WITH SAID FINANCING

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

WHEREAS, the Authority is authorized by law, specifically Section 11 of the Act (*N.J.S.A. 40:37A-54(a)*), to provide financing for the provision of public facilities (as defined in the Act) for use by local government units, including the County and municipalities within the County; and

WHEREAS, the County is authorized by law, specifically Section 34 of the Act (*N.J.S.A. 40:37A-77*), to enter into and perform any lease with the Authority for the lease to or use by the Authority of all or any part of any real property; and

WHEREAS, the County is authorized by law, specifically Section 35 of the Act (*N.J.S.A. 40:37A-78*), to enter into and perform any lease with the Authority for the lease to or use by the County of all or any part of any public facility or facilities; and

WHEREAS, in 1999, at the request of the County and pursuant to the terms of the Act, the Authority agreed to finance the acquisition of certain capital equipment ("1999 Equipment") and the construction of certain capital improvements ("1999 Improvements" and together with the 1999 Equipment, the "1999 Project") as described as such in Exhibit A to the Original Lease Agreement (as hereinafter defined); and

WHEREAS, the Authority provided for the financing of the acquisition of the 1999 Equipment and the construction of the 1999 Improvements through a portion of the proceeds derived from the issuance of the Authority's County Guaranteed Lease Revenue Bonds, Series A of 1999 ("Series 1999A Bonds"), Series B of 1999 ("Series 1999B Bonds") and Series C of 1999 ("Series 1999C Bonds" and together with the Series 1999A Bonds and the Series 1999B Bonds, the "Series 1999 Bonds") in an aggregate principal amount of \$20,775,000, which Series 1999 Bonds were issued pursuant to the terms of a resolution of the Authority entitled, "Resolution Authorizing the Issuance of Property and Equipment Program Lease Revenue Bonds and Notes of The Gloucester County Improvement Authority", adopted on November 22, 1999, as supplemented by an award certificate (collectively, the "Original Bond Resolution"); and

WHEREAS, the County entered into a Ground Lease Agreement, dated as of December 1, 1999, by and between the County, as lessor, and the Authority, as lessee ("Original County Ground Lease"), pursuant to which the County leased to the Authority certain land and existing structures thereon ("1999 Land") upon which the 1999 Project was constructed and installed, which 1999 Land was leased back to the County by the Authority pursuant to the terms of the hereinafter defined Original Lease Agreement; and

WHEREAS, the County entered into a Lease Purchase Agreement, dated as of December 1, 1999, by and between the Authority, as lessor, and the County, as lessee ("Original Lease Agreement"), pursuant to which the Authority leased to the County the 1999 Project in return for lease payments made by the County in an amount sufficient to pay the principal of, redemption premium, if any, and interest on the Series 1999 Bonds; and

WHEREAS, the outstanding callable Series 1999B Bonds maturing on December 1 in the years 2010 through 2019, inclusive, in the aggregate principal amount of \$2,515,000 and callable Series 1999C Bonds maturing on December 1 in the years 2010 through 2019, inclusive, in the aggregate principal amount of \$5,400,000, were advance refunded with a portion of the proceeds of the Series 2004A Bonds (as hereinafter defined) and are no longer Outstanding; and

WHEREAS, the outstanding callable Series 1999A Bonds maturing on December 1, 2011 through 2014, inclusive, in the aggregate principal amount of \$2,770,000 were currently refunded with a portion of the proceeds of the Series 2010A Bonds (as hereinafter defined) and are no longer Outstanding; and

WHEREAS, on June 7, 2000, the Authority issued its County Guaranteed Lease Revenue Bonds, Series A of 2000, in the aggregate principal amount of \$6,600,000 ("Series 2000A Bonds") pursuant to the Original Bond Resolution, as supplemented by a First Supplemental Resolution adopted on May 4, 2000 ("First Supplemental Resolution"), the proceeds of which were used to finance the costs of completion of Phase I of the County Court Facilities Project financed with the proceeds of the Series 1999C Bonds ("2000A County Project") as described in Exhibit A to the Original Lease Agreement, as amended by the First Amendment to Lease Purchase Agreement, dated as of May 1, 2000, between the Authority and the County ("First Amendment to Lease"); which 2000A County Project has been leased by the Authority to the County in return for additional lease payments to be made by the County in an amount sufficient to pay the principal of, redemption premium, if any, and interest on the Series 2000A Bonds pursuant to the Original Lease Agreement, as amended by the First Amendment to Lease; and

WHEREAS, in connection with the financing of the 2000A County Project, the Authority and the County entered into a First Amendment to County Ground Lease (as defined in the First Supplemental Resolution); and

WHEREAS, on December 21, 2000, the Authority adopted a resolution authorizing the substitution of approximately 1,661.39 acres of land located in Logan Township, Gloucester County, New Jersey ("New Site") and the acquisition and installation of certain equipment thereon and completion of various improvements thereto for use as a County park and recreational facility (collectively, the "New 1999B Equipment and Improvements") for approximately 280 acres of land located in Franklin Township, Gloucester County, New Jersey ("Original Site") and the acquisition and installation of certain equipment thereon and completion of various improvements thereto for use as a County park and recreational facility previously authorized to be financed with the proceeds of the Series 1999B Bonds and as more particularly described in Exhibit A to the Original Lease Agreement; and

WHEREAS, in connection with the substitution of the New 1999B Equipment and Improvements, the Authority: (i) prepared an Addendum to Exhibit A to the Original County Ground Lease, as amended by the First Amendment to County Ground Lease (as defined in the First Supplemental Resolution); and (ii) executed, delivered and recorded an Amended and Restated First Amendment to Memorandum of Lease, each of which contains a revised Exhibit A setting forth a description of the New Site in place of the description of the Original Site (collectively, the "Substitution Documents"); and

WHEREAS, on November 21, 2001 and pursuant to the terms of the Original Bond Resolution, as supplemented by the First Supplemental Resolution and a Second Supplemental Resolution adopted on September 20, 2001 ("Second Supplemental Resolution"), the Authority issued its: (i) County Guaranteed Lease Revenue Bonds, Series A of 2001, in the aggregate principal amount of \$7,495,000 ("Series 2001A Bonds"), the proceeds of which were used to finance the costs of (a) the construction and equipping of a new clubhouse facility at the County Golf Course located in Pitman, New Jersey, (b) the acquisition and installation of a security system for the County jail, and (c) providing additional funding for the costs of the acquisition of the New Site and the acquisition and installation of certain equipment thereon and completion of

various improvements thereto for use as a County park and recreational facility (collectively, the "Series 2001 County Project"); and (ii) County Guaranteed Lease Revenue Bonds, Series B of 2001, in the aggregate principal amount of \$880,000 ("Series 2001B Bonds" and together with the Series 2001A Bonds, the "Series 2001 Bonds"), the proceeds of which were used to finance the costs of the acquisition of certain capital equipment and/or the construction of certain infrastructure improvements on behalf of and on land owned by various Local Units (as defined in the Original Bond Resolution) located in the County ("Series 2001 Local Units Project" and together with the Series 2001 County Project, the "Series 2001 Program Improvements and Equipment") as described in Exhibit A to the Original Lease Agreement, as amended by the First Amendment to Lease and the Second Amendment to Lease Purchase Agreement, dated as of November 1, 2001, between the Authority and the County ("Second Amendment to Lease"); which Series 2001 Program Improvements and Equipment have been leased by the Authority to the County and the various Local Units, respectively, in return for additional lease payments to be made by the County and the various Local Units in amounts sufficient to pay the principal of, redemption premium, if any, and interest on the Series 2001 Bonds pursuant to the Original Lease Agreement, as amended by the First Amendment to Lease and the Second Amendment to Lease; and

WHEREAS, in connection with the financing of the Series 2001 Program Improvements and Equipment, the Authority and the County entered into a Second Amendment to County Ground Lease (as defined in the Second Supplemental Resolution); and

WHEREAS, the outstanding callable Series 2001A Bonds in the aggregate principal amount of \$4,415,000 maturing serially on September 1, 2012 through 2016, inclusive, and the Series 2001A Term Bond maturing on September 1, 2021 were advance refunded with a portion of the proceeds of the Series 2010A Bonds (as hereinafter defined) and are no longer Outstanding; and

WHEREAS, pursuant to the Original Bond Resolution, as supplemented by the First Supplemental Resolution, the Second Supplemental Resolution and a Third Supplemental Resolution adopted on August 15, 2002 ("Third Supplemental Resolution"), the Authority authorized the issuance of its County Guaranteed Lease Revenue Refunding Bonds, Series A of 2002, in an aggregate principal amount not to exceed \$14,500,000 ("Series 2002A Bonds"), to advance refund its outstanding callable: (i) \$2,515,000 aggregate principal amount of the Series 1999B Bonds scheduled to mature on December 1 in each of the years 2010 through 2019, inclusive ("Series 1999B Refunded Bonds"); (ii) \$5,400,000 aggregate principal amount of the Series 1999C Bonds scheduled to mature on December 1 in each of the years 2010 through 2019, inclusive ("Series 1999C Refunded Bonds"); and (iii) \$3,970,000 aggregate principal amount of the Series 2000A Bonds scheduled to mature on August 1 in each of the years 2011 through 2019, inclusive ("Series 2000A Refunded Bonds") (the advance refunding of the Series 1999B Refunded Bonds, the Series 1999C Refunded Bonds and the Series 2000A Refunded Bonds is hereinafter collectively referred to as the "Series 2004A Project"), subject to the realization of sufficient present value savings; and

WHEREAS, the Series 2002A Bonds were never issued by the Authority due to market conditions which prevented the Authority from realizing sufficient present value savings; and

WHEREAS, on June 11, 2003 and pursuant to the terms of the Original Bond Resolution, as supplemented by the First Supplemental Resolution, the Second Supplemental Resolution, the Third Supplemental Resolution and a Fourth Supplemental Resolution adopted on March 20, 2003 ("Fourth Supplemental Resolution"), the Authority issued its: (i) County Guaranteed Lease Revenue Bonds, Series A of 2003, in the aggregate principal amount of \$18,020,000 ("Series 2003A Bonds"), the proceeds of which were used to finance the costs of constructing and improving the County Vocational School, in Deptford, New Jersey; acquiring, improving and equipping a building located in West Deptford, New Jersey (Lot 1, Block 347.02) for the County Board of Elections; acquiring and improving land located in Monroe, New Jersey (Lot 1, Block 12701) for a County Veteran's Cemetery; and renovating the County Courthouse (collectively, the "Series 2003 County Project"); and (ii) County Guaranteed Lease Revenue Bonds, Series B of 2003, in the aggregate principal amount of \$2,380,000 ("Series 2003B Bonds" and together with the Series 2003A Bonds, the "Series 2003 Bonds"), the proceeds of

which were used to finance the costs of acquiring certain capital equipment and/or the constructing certain infrastructure improvements on behalf of and on land owned by various local governmental units located in the County ("Series 2003 Local Units Project" and together with the Series 2003 County Project, the "Series 2003 Program Improvements and Equipment") as described in Exhibit A to the Original Lease Agreement, as amended by the First Amendment to Lease, the Second Amendment to Lease and the Fourth Amendment to Lease Purchase Agreement, dated as of June 1, 2003, between the Authority and the County ("Fourth Amendment to Lease"); which Series 2003 Program Improvements and Equipment have been leased by the Authority to the County and the various Local Units, respectively, in return for additional lease payments to be made by the County and the various Local Units in amounts sufficient to pay the principal of, redemption premium, if any, and interest on the Series 2003 Bonds pursuant to the Original Lease Agreement, as amended by the First Amendment to Lease, the Second Amendment to Lease and the Fourth Amendment to Lease; and

WHEREAS, in connection with the financing of the Series 2003 Program Improvements and Equipment, the Authority and the County entered into a Fourth Amendment to County Ground Lease (as defined in the Fourth Supplemental Resolution); and

WHEREAS, on March 2, 2004 and pursuant to the Original Bond Resolution, as supplemented by the First Supplemental Resolution, the Second Supplemental Resolution, the Third Supplemental Resolution and the Fourth Supplemental Resolution, as further amended and supplemented by an Award Resolution (in the form of a certificate) executed by the Executive Director of the Authority, the Authority issued its County Guaranteed Lease Revenue Refunding Bonds, Series 2004 in the aggregate principal amount of \$13,295,000 ("Series 2004A Bonds") to finance the costs of the Series 2004A Project and the Authority and the County entered into a Third Amendment to County Ground Lease, dated as of February 1, 2004 ("Third Amendment to County Ground Lease"), and a Third Amendment to Lease Purchase Agreement, dated as of February 1, 2004 ("Third Amendment to Lease"), in connection therewith; and

WHEREAS, on December 7, 2004 and pursuant to the terms of the Original Bond Resolution, as supplemented by the First Supplemental Resolution, the Second Supplemental Resolution, the Third Supplemental Resolution, the Fourth Supplemental Resolution and a Fifth Supplemental Resolution adopted on July 7, 2004 ("Fifth Supplemental Resolution"), the Authority issued its: (i) County Guaranteed Lease Revenue Bonds, Series B of 2004 in the aggregate principal amount of \$1,480,000 ("Series 2004B Bonds"), the proceeds of which were used to finance the costs of design and construction of the Autism School Project (as defined in the hereinafter defined Seventh Supplemental Resolution) and the acquisition of certain capital equipment for the County (collectively, the "Series 2004 County Project"); and (ii) County Guaranteed Lease Revenue Bonds, Series C of 2004 in the aggregate principal amount of \$3,415,000 ("Series 2004C Bonds" and together with the Series 2004B Bonds, the "Series 2004B/C Bonds"), the proceeds of which were used to finance the acquisition of certain capital equipment and/or the construction of certain infrastructure improvements on behalf of and on land owned by various municipalities, school districts and fire districts located in the County ("Series 2004 Local Units Project" and together with the Series 2004 County Project, the "Series 2004 Program Improvements and Equipment") as described in Exhibit A to the Original Lease Agreement, as amended by the First Amendment to Lease, the Second Amendment to Lease, the Third Amendment to Lease, the Fourth Amendment to Lease and the Fifth Amendment to Lease Purchase Agreement, dated as of December 1, 2004, between the Authority and the County ("Fifth Amendment to Lease"); which Series 2004 Program Improvements and Equipment have been leased by the Authority to the County and the various Local Units, respectively, in return for additional lease payments to be made by the County and the various Local Units in amounts sufficient to pay the principal of, redemption premium, if any, and interest on the Series 2004B/C Bonds pursuant to the Original Lease Agreement, as amended by the First Amendment to Lease, the Second Amendment to Lease, the Third Amendment to Lease, the Fourth Amendment to Lease and the Fifth Amendment to Lease; and

WHEREAS, in connection with the financing of the Series 2004 Program Improvements and Equipment, the Authority and the County entered into a Fifth Amendment to County Ground Lease (as defined in the Fifth Supplemental Resolution); and

WHEREAS, on November 10, 2005 and pursuant to the terms of the Original Bond Resolution, as supplemented by the First Supplemental Resolution, the Second Supplemental Resolution, the Third Supplemental Resolution, the Fourth Supplemental Resolution, the Fifth Supplemental Resolution and a Sixth Supplemental Resolution adopted on August 18, 2005

("Sixth Supplemental Resolution"), the Authority issued its County Guaranteed Lease Revenue Bonds, Series A of 2005 in the aggregate principal amount of \$33,895,000 ("Series 2005A Bonds"), the proceeds of which were used to finance (i) the construction and equipping of riding trails and equestrian center facilities as part of the County park and recreational facility located in Logan Township, in the County, financed with the proceeds of the Series 1999B Bonds; (ii) the Local Share, in the amount of \$7,149,773, of the costs of completion of design, construction, furnishing and equipping of the approximately 52,016 square foot special services school known as Bankbridge Development Center ("Autism School Project") to be located on property leased from the Gloucester County College in Deptford Township, in the County, previously financed with a portion of the proceeds of the Series 2004B Bonds; and (iii) the costs of Phase II of the County Court Facilities project, in the City of Woodbury, in the County, including design costs relating to the Justice Complex expansion and demolition costs and construction of a 600-700-space parking garage (collectively, the "Series 2005 Program Improvements and Equipment"), as described in Exhibit A to the Original Lease Agreement, as amended by the First Amendment to Lease, the Second Amendment to Lease, the Third Amendment to Lease, the Fourth Amendment to Lease, the Fifth Amendment to Lease and the Sixth Amendment to Lease Purchase Agreement, dated as of October 1, 2005, between the Authority and the County ("Sixth Amendment to Lease"); which Series 2005 Program Improvements and Equipment have been leased by the Authority to the County in return for additional lease payments to be made by the County in amounts sufficient to pay the principal of, redemption premium, if any, and interest on the Series 2005A Bonds pursuant to the Original Lease Agreement, as amended by the First Amendment to Lease, the Second Amendment to Lease, the Third Amendment to Lease, the Fourth Amendment to Lease, the Fifth Amendment to Lease and the Sixth Amendment to Lease; and

WHEREAS, in connection with the financing of the Series 2005 Program Improvements and Equipment, the Authority and the County entered into a Sixth Amendment to County Ground Lease (as defined in the Sixth Supplemental Resolution); and

WHEREAS, the outstanding Series 2005A Bonds maturing serially on September 1 in each of the years 2016 through 2025, inclusive, and the Series 2005A Term Bonds maturing on September 1, 2030, in the aggregate principal amount of \$24,395,000, were advance refunded and defeased with the Proceeds of the Series 2013A Bonds (as hereinafter defined) and are no longer Outstanding; and

WHEREAS, the Sixth Supplemental Resolution authorized the issuance of up to \$41,250,000 aggregate principal amount of Series 2005A Bonds of which only \$33,895,000 were issued pursuant thereto; and

WHEREAS, upon issuance of the Series 2005A Bonds, there remained authorized and unissued \$7,355,000 aggregate principal amount of County Guaranteed Lease Revenue Bonds of the Authority pursuant to said Sixth Supplemental Resolution; and

WHEREAS, on August 24, 2006 and pursuant to the Original Bond Resolution, as supplemented by the First Supplemental Resolution, the Second Supplemental Resolution, the Third Supplemental Resolution, the Fourth Supplemental Resolution, the Fifth Supplemental Resolution, the Sixth Supplemental Resolution, and a Seventh Supplemental Resolution adopted on March 16, 2006 ("Seventh Supplemental Resolution"), the Authority issued its County Guaranteed Lease Revenue Bonds, Series A of 2006 in the aggregate principal amount of \$5,845,000 ("Series 2006A Bonds") to finance the State Share of the costs of completion of design, construction, furnishing and equipping of an approximately 52,016 square foot special services school building in Deptford Township, New Jersey, operated and administered, on behalf of the County, by the Gloucester County Special Services School District serving approximately 140 autistic and multiply disabled students ages 3-21 years of age. ("Series 2006 County Project"); all as more particularly described in Exhibit A to the Original Lease Agreement, as amended by the First Amendment to Lease, the Second Amendment to Lease, the Third Amendment to Lease, the Fourth Amendment to Lease, the Fifth Amendment to Lease, the Sixth Amendment to Lease, and as further amended by the Seventh Amendment to Lease Purchase Agreement, dated as of August 1, 2006, between the Authority and the County ("Seventh Amendment to Lease"); which Series 2006 County Project has been leased by the Authority to the County in return for additional lease payments to be made by the County in amounts sufficient to pay the principal of, redemption premium, if any, and interest on the Series 2006A Bonds pursuant to the Original Lease Agreement, as amended by the First Amendment to Lease, the Second Amendment to Lease, the Third Amendment to Lease, the Fourth Amendment to Lease, the Fifth Amendment to Lease, the Sixth Amendment to Lease and the Seventh Amendment to Lease; and

WHEREAS, in connection with the financing of the Series 2006 County Project, the Authority and the County entered into a Seventh Amendment to County Ground Lease (as defined in the Seventh Supplemental Resolution); and

WHEREAS, on December 2, 2010, pursuant to the Original Bond Resolution, as supplemented by the First Supplemental Resolution, the Second Supplemental Resolution, the Third Supplemental Resolution, the Fourth Supplemental Resolution, the Fifth Supplemental Resolution, the Sixth Supplemental Resolution, the Seventh Supplemental Resolution, and an Eighth Supplemental Resolution adopted on September 8, 2010 ("Eighth Supplemental Resolution"), the Authority issued its County Guaranteed Lease Revenue Refunding Bonds, Series A of 2010, in the aggregate principal amount of \$7,520,000 ("Series 2010A Bonds"), consisting of \$2,805,000 County Guaranteed Lease Revenue Refunding Bonds, Series 2010A-1 and \$4,715,000 County Guaranteed Lease Revenue Refunding Bonds, Series 2010A-2, to: (i) current refund its outstanding Series 1999A Bonds in the aggregate principal amount of \$2,770,000 and maturing serially on December 1 in each of the years 2011 through 2014, inclusive (collectively, the "Series 1999A Refunded Bonds"); and (ii) advance refund its outstanding Series 2001A Bonds in the aggregate principal amount of \$4,415,000 and maturing serially on September 1 in each of the years 2012 through 2016, inclusive, and the term Series 2001A Bonds maturing on September 1, 2021 (collectively, the "Series 2001A Refunded Bonds") (the purposes described in clauses (i) and (ii) above are hereinafter collectively referred to as the "2010A Refunding Project"), which Series 2010A Bonds are secured by the Original Lease Agreement, as amended by the First Amendment to Lease, the Second Amendment to Lease, the Third Amendment to Lease, the Fourth Amendment to Lease, the Fifth Amendment to Lease, the Sixth Amendment to Lease, the Seventh Amendment to Lease, and as further amended by the Eighth Amendment to Lease Purchase Agreement, dated as of October 1, 2010, between the Authority and the County ("Eighth Amendment to Lease"); and

WHEREAS, in connection with the financing of the 2010A Refunding Project, the Authority and the County entered into an Eighth Amendment to County Ground Lease (as defined in the Eighth Supplemental Resolution); and

WHEREAS, on September 20, 2011, pursuant to the Original Bond Resolution, as supplemented by the First Supplemental Resolution, the Second Supplemental Resolution, the Third Supplemental Resolution, the Fourth Supplemental Resolution, the Fifth Supplemental Resolution, the Sixth Supplemental Resolution, the Seventh Supplemental Resolution, the Eighth Supplemental Resolution, and a Ninth Supplemental Resolution adopted on November 18, 2010 ("Ninth Supplemental Resolution"), the Authority issued its County Guaranteed Lease Revenue Refunding Bonds, Series A of 2011, in the aggregate principal amount of \$10,700,000 ("Series 2011A Bonds"), to advance refund all of the Authority's Series 2003A Bonds currently outstanding in the aggregate principal amount of \$10,895,000 and maturing serially on July 15 in each of the years 2014 through 2023, inclusive (collectively, the "Series 2003A Refunded Bonds") (the purpose described herein is hereinafter referred to as the "2011A Refunding Project"), which Series 2011A Bonds are secured by the Original Lease Agreement, as amended by the First Amendment to Lease, the Second Amendment to Lease, the Third Amendment to Lease, the Fourth Amendment to Lease, the Fifth Amendment to Lease, the Sixth Amendment to Lease, the Seventh Amendment to Lease, the Eighth Amendment to Lease, and as further amended by the Ninth Amendment to Lease Purchase Agreement, dated as of September 1, 2011, between the Authority and the County ("Ninth Amendment to Lease"); and

WHEREAS, in connection with the financing of the 2011A Refunding Project, the Authority and the County entered into a Ninth Amendment to County Ground Lease (as defined in the Ninth Supplemental Resolution); and

WHEREAS, on April 17, 2013, pursuant to the Original Bond Resolution, as supplemented by the First Supplemental Resolution, the Second Supplemental Resolution, the Third Supplemental Resolution, the Fourth Supplemental Resolution, the Fifth Supplemental Resolution, the Sixth Supplemental Resolution, the Seventh Supplemental Resolution, the Eighth Supplemental Resolution, the Ninth Supplemental Resolution and a Tenth Supplemental Resolution adopted on December 20, 2012 ("Tenth Supplemental Resolution"), the Authority issued its County Guaranteed Lease Revenue Refunding Bonds, Series A of 2013, in the aggregate principal amount of \$24,595,000 ("Series 2013A Bonds"), to advance refund all of the Authority's Series 2005A Bonds currently outstanding in the aggregate principal amount of \$24,395,000 and maturing serially on September 1 in each of the years 2016 through 2025, inclusive and the term Series 2005A Bonds maturing on September 1, 2030 (collectively, the "Series 2005A Refunded Bonds") (the purpose described herein is hereinafter referred to as the "2013A Refunding Project"),

which Series 2011A Bonds are secured by the Original Lease Agreement, as amended by the First Amendment to Lease, the Second Amendment to Lease, the Third Amendment to Lease, the Fourth Amendment to Lease, the Fifth Amendment to Lease, the Sixth Amendment to Lease, the Seventh Amendment to Lease, the Eighth Amendment to Lease, the Ninth Amendment to Lease and as further amended by the Tenth Amendment to Lease Purchase Agreement, dated as of April 1, 2013, between the Authority and the County ("Tenth Amendment to Lease"); and

WHEREAS, in connection with the financing of the 2013A Refunding Project, the Authority and the County entered into a Tenth Amendment to County Ground Lease (as defined in the Tenth Supplemental Resolution); and

WHEREAS, at the request of the County, the Authority has agreed to authorize the issuance of its County Guaranteed Lease Revenue Refunding Bonds, Series A of 2015 in an aggregate principal amount not-to-exceed \$7,500,000 ("Series 2015A Bonds"), to be issued pursuant to the terms of the Original Bond Resolution, as supplemented by the First Supplemental Resolution, the Second Supplemental Resolution, the Third Supplemental Resolution, the Fourth Supplemental Resolution, the Fifth Supplemental Resolution, the Sixth Supplemental Resolution, the Seventh Supplemental Resolution, the Eighth Supplemental Resolution, the Ninth Supplemental Resolution, the Tenth Supplemental Resolution and as further supplemented by a supplemental resolution of the Authority entitled, "Eleventh Supplemental Resolution to a Bond Resolution Adopted on November 22, 1999, as Amended and Supplemented on May 4, 2000, September 20, 2001, August 15, 2002, March 20, 2003, July 7, 2004, August 18, 2005, March 16, 2006, September 8, 2010, November 18, 2010 and December 20, 2012; Authorizing the Issuance of Additional Bonds and Notes Under Said Bond Resolution; Further Amending, Supplementing and Clarifying Certain Provisions of Said Bond Resolution; and Taking Related Actions", to be adopted on December __, 2014 ("Eleventh Supplemental Resolution"; the Original Bond Resolution, as supplemented by the First Supplemental Resolution, the Second Supplemental Resolution, the Third Supplemental Resolution, the Fourth Supplemental Resolution, the Fifth Supplemental Resolution, the Sixth Supplemental Resolution, the Seventh Supplemental Resolution, the Eighth Supplemental Resolution, the Ninth Supplemental Resolution, the Tenth Supplemental Resolution and the Eleventh Supplemental Resolution and as hereafter further supplemented from time to time shall be referred to herein as the "Bond Resolution"), the Proceeds of which will be used to advance refund all or a portion of the Series 2004A Bonds currently outstanding in the aggregate principal amount of \$7,130,000 and maturing serially on December 1 in each of the years 2015 through 2019, inclusive on the first optional call date of December 1, 2015, at par (collectively, the "Series 2004A Refunded Bonds") (the purpose described above is hereinafter referred to as the "2015A Refunding Project"); and

WHEREAS, the County desires to enter into a Eleventh Amendment to Ground Lease Agreement, to be dated as of January 1, 2015 (or such other date as shall be determined by the Authority) and set forth in the Award Certificate (as defined in the Eleventh Supplemental Resolution), by and between the County, as lessor, and the Authority, as lessee ("Eleventh Amendment to County Ground Lease"; the Original County Ground Lease, as amended by the First Amendment to County Ground Lease, the Second Amendment to County Ground Lease, the Third Amendment to County Ground Lease, the Fourth Amendment to County Ground Lease, the Fifth Amendment to County Ground Lease, the Sixth Amendment to County Ground Lease, the Seventh Amendment to County Ground Lease, the Eighth Amendment to County Ground Lease, the Ninth Amendment to County Ground Lease, the Tenth Amendment to County Ground Lease and the Eleventh Amendment to County Ground Lease and as hereafter further amended from time to time shall be referred to herein as the "County Ground Lease"); and

WHEREAS, the County will enter into an Eleventh Amendment to Lease Purchase Agreement, to be dated as of January 1, 2015 (or such other date as shall be determined by the Authority) and set forth in the Award Certificate (as defined in the Eleventh Supplemental Resolution), by and between the Authority, as lessor, and the County, as lessee ("Eleventh Amendment to Lease"; the Original Lease Agreement, as amended by the First Amendment to Lease, the Second Amendment to Lease, the Third Amendment to Lease, the Fourth Amendment to Lease, the Fifth Amendment to Lease, the Sixth Amendment to Lease, the Seventh Amendment to Lease, the Eighth Amendment to Lease, the Ninth Amendment to Lease, the Tenth Amendment to Lease and the Eleventh Amendment to Lease and as hereafter further amended from time to time shall be referred to herein as the, the "Lease Purchase Agreement"); and

WHEREAS, payment of the principal of and interest on the Series 2015A Bonds shall be further secured by a County guaranty pursuant to a Guaranty Ordinance of the County adopted by the Board of the County on November 23, 1999 with respect to the Series 1999 Bonds, as amended and supplemented on April 26, 2000 with respect to the Series 2000A Bonds, September 26, 2001 with respect to the Series 2001 Bonds, August 21, 2002 with respect to the Series 2004A Bonds, March 26, 2003 with respect to the Series 2003 Bonds, June 16, 2004 with respect to the Series 2004B/C Bonds, August 24, 2005 with respect to the Series 2005A Bonds, April 19, 2006 with respect to the Series 2006A Bonds, August 18, 2010 with respect to the Series 2010A Bonds, November 23, 2010 with respect to the Series 2011A Bonds, December 19, 2012 with respect to the Series 2013A Bonds and expected to be adopted by the Board of the County on December __, 2014 with respect to the Series 2015A Bonds ("County Guaranty"); and

WHEREAS, in connection with the issuance of the Series 2015A Bonds, it is necessary for the County to enter into a Continuing Disclosure Agreement ("Continuing Disclosure Agreement") to provide for the dissemination of secondary market disclosure in compliance with the terms and provisions of Rule 15c2-12 (codified at 17 *C.F.R.* §240.15c2-12), as the same may be further amended, supplemented and officially interpreted from time to time, or any successor provisions thereto, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended and supplemented (codified as of the date hereof at 15 *U.S.C.* 77 *et seq.*).

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

Section 1. In accordance with Sections 34 and 35 of the Act and all other applicable law, the Board of the County hereby authorizes and approves of the execution and delivery by the County of the Eleventh Amendment to County Ground Lease, the Eleventh Amendment to Lease and the Continuing Disclosure Agreement and any other agreements to which the County shall be a party and as may be necessary for the issuance by the Authority of the Series 2015A Bonds and/or the financing of the 2015A Refunding Project; the Eleventh Amendment to County Ground Lease and the Eleventh Amendment to Lease each substantially in the forms on file in the office of the Clerk of the Board of the County, with such changes as may be approved by County Counsel, such approval to be evidenced by the execution and delivery thereof.

Section 2. The County Administrator and any designee thereof (each an "Authorized Officer"), are each severally authorized to execute and deliver, in the name of the County and on its behalf, the Eleventh Amendment to County Ground Lease, the Eleventh Amendment to Lease and the Continuing Disclosure Agreement, and the Clerk of the Board of the County and the Deputy Clerk of the Board of the County are each severally authorized to attest to the signature of the Authorized Officer and to affix the seal of the County to the Eleventh Amendment to County Ground Lease and the Eleventh Amendment to Lease. The execution of the Eleventh Amendment to County Ground Lease, the Eleventh Amendment to Lease and the Continuing Disclosure Agreement by any Authorized Officer shall conclusively evidence the County's approval of the terms thereof and no further action shall be required.

Section 3. All actions heretofore taken and documents prepared or executed by or on behalf of the County by the Freeholder-Director, Deputy Freeholder-Director, County Administrator, County Treasurer, Budget Officer, Clerk of the Board of the County, Deputy Clerk of the Board of the County, other County officials or by the County's professional advisors in connection with the 2015A Refunding Project and matters related thereto, and the issuance of the Series 2015A Bonds, are hereby authorized, approved, ratified and confirmed.

Section 4. The Authorized Officer, the Clerk of the Board of the County and the Deputy Clerk of the Board of the County are each hereby severally authorized and directed to execute such closing certificates and other ancillary documents and instruments as may be necessary or desirable for the issuance by the Authority of the Series 2015A Bonds, the financing of the 2015A Refunding Project and all matters related thereto.

Section 5. All ordinances and resolutions, or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

Section 6. This ordinance shall take effect at the time and in the manner provided by applicable law.

Date of Introduction: November 25, 2014

Date of Final Adoption: _____

Statement to be Published With Ordinance After Introduction

Public notice is hereby given that the foregoing Lease Ordinance was introduced and passed on first reading at the meeting of the Board of Chosen Freeholders ("Board") of the County of Gloucester, New Jersey ("County") held on November 25, 2014. Further notice is given that said Lease Ordinance will be considered for final passage and adoption, after a public hearing thereon, at a meeting of the Board of the County to be held at the County Administration Building, Broad and Delaware Streets, Woodbury, New Jersey, on December __, 2014 at 7:30 p.m.

**ROBERT N. DILELLA, Clerk of the Board of
Chosen Freeholders of the County of Gloucester,
New Jersey**

Statement to be Published With Ordinance After Final Adoption

STATEMENT

The Lease Ordinance published herewith has been finally adopted on December __, 2014 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such Lease Ordinance can be commenced has begun to run from the date of the first publication of this Statement.

**ROBERT N. DILELLA, Clerk of the Board of
Chosen Freeholders of the County of Gloucester,
New Jersey**

Introduction

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

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

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

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

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

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

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

A. Basic Transport:	\$750.00
B. Additional Fee per Mile	
For Patient Transport:	\$17.00
C. Use of Cervical Collar:	\$35.00
D. Provision of Oxygen:	\$50.00
E. CPR Training	\$25.00
F. Safe Sitter Training	\$50.00

2. That all other provisions of the Ordinance shall remain in full force and effect as previously ordained and enacted.

3. That this Ordinance shall take effect upon passage and consistent with the procedures applicable to adoption and implementation of County ordinances.



COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

Notice is hereby given that the foregoing Ordinance was introduced and passed on a first reading at the regular meeting of the Gloucester County Board of Chosen Freeholders, held on the 25th day of November, 2014, and will be considered for second reading and final passage at the next meeting of the Gloucester County Board of Chosen Freeholders, to be held on the 17th day of December, 2014 or as soon after as the matter can be reached, in the ceremonial courtroom of the Gloucester County Courthouse, located at 1 North Broad Street, Woodbury, New Jersey 08096, at which time all persons interested shall be given an opportunity to be heard concerning this ordinance. Prior to second reading a copy of this Ordinance shall be posted on the bulletin board in the Gloucester County Courthouse and copies shall be made available at the office of the Clerk of The Board of Chosen Freeholders in the Gloucester County Administration Building, located at 2 South Broad Street, Woodbury, New Jersey 08096 for the members of the general public who shall request copies.

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

ROBERT N. DILELLA, CLERK

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 **\$12,000.00**, which item is now available as a revenue from the State of New Jersey, Department of Law and Public Safety Child Passenger Safety Seat Program, to be appropriated under the caption of the State of New Jersey, Department of Law and Public Safety Child Passenger Safety Seat Program- Other Expenses;
- (2) The sum of **\$158,000.00**, which item is now available as a revenue from the State of New Jersey, Department of Environmental Protection County Environmental Health Act, to be appropriated under the caption of the State of New Jersey, Department of Environmental Protection County Environmental Health Act - Other Expenses.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Tuesday, November 25, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

AZ

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

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester has received and reviewed the Bill List for the County as prepared, reviewed and approved by the County Treasurer for the monthly period ending November 20, 2014; and

WHEREAS, the County Treasurer has received and reviewed the Bill List for the Division of Social Services, including daily payments made by the Division and Administrative payments to be issued, which List has been reviewed and approved by the Division of Social Services Finance Officer, the Division of Social Services Director and the County Treasurer, for the monthly period ending November 20, 2014.

NOW, THEREFORE, BE IT RESOLVED that the County's Bill List for the period ending November 20, 2014, as prepared, reviewed and approved by the County Treasurer is hereby approved by the Gloucester County Board of Chosen Freeholders, and said Treasurer is authorized to render payment to each vendor appearing on said list; and

BE IT FURTHER RESOLVED that the Division of Social Services' Bill List for the period ending November 20, 2014, as prepared, reviewed and approved by the Social Services Finance Officer, the Social Services Director and the County Treasurer, which List includes ratification of prior emergency payments made, is hereby approved and said Treasurer is authorized to render payment to each vendor appearing on said list.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Tuesday, November 25, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A-3

RESOLUTION AUTHORIZING THE ACCEPTANCE AND RATIFICATION OF A COLLECTIVE BARGAINING AGREEMENT WITH THE GLOUCESTER COUNTY SUPERIOR OFFICER ASSOCIATION FOP LODGE #165 (SHERIFF'S LIEUTENANTS AND CAPTAIN) AND THE COUNTY OF GLOUCESTER BOARD OF CHOSEN FREEHOLDERS AND THE SHERIFF OF GLOUCESTER COUNTY, FROM JANUARY 1, 2015 TO DECEMBER 31, 2018.

WHEREAS, the County of Gloucester has negotiated a contract with the Gloucester County Superior Officer Association, FOP #165 (Sheriff's Lieutenants and Captain), which contract is effective beginning January 1, 2015 and terminates December 31, 2018; and

WHEREAS, the County of Gloucester wishes to accept the contract.

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

1. That the County of Gloucester hereby accepts and ratifies the contract with the Gloucester County Superior Officer Association, FOP #165 (Sheriff's Lieutenants and Captain), which contract is effective January 1, 2015 and terminates December 31, 2018;
2. 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 said agreement as well as any and all documents required to effectuate this agreement, on behalf of the County of Gloucester.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester, held on Tuesday, November 25, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

AGREEMENT

Between

Gloucester County Superior Officers Association FOP Lodge #165
FOP New Jersey Labor Council

And The

Gloucester County Board of Chosen Freeholders/
Gloucester County Sheriff

For the period of

JANUARY 1, 2015 through DECEMBER 31, 2018

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PREAMBLE

This Agreement is entered into this _____ day of _____, 2014 by and between the Board of Chosen Freeholders/Sheriff of The County of Gloucester, (Hereinafter referred to as the "Employer") and the Sheriff's Office Superior Officers Association, Fraternal Order of Police Lodge #165 (Hereinafter referred to as the SOA). In consideration of the following mutual covenants, it is hereby agreed as follows;

ARTICLE I

RECOGNITION

- A. The employer agrees to recognize the SOA as the exclusive bargaining agent for the full time Employees classified as County Sheriff's Officer Lieutenant and County Sheriff's Officer Captain, hereinafter termed "Employees", but excluding all other Employees not specifically included above.
- B. Where appropriate, the rules and regulations of the Merit Review Board and the Public Employment Relations Commission shall cover Employees under this Agreement. Those rules and regulations, will, when appropriate, be interpreted solely by the respective Commissions.
- C. Whenever titles are used in this Agreement, they shall be defined to include the plural as well as the singular and to include males and females.
- D. The County of Gloucester recognizes the Gloucester County Superior Officers association FOP Lodge #165 an affiliate of the FOP NJ Labor Council as sole representatives for the majority employees represented in the Agreement.

ARTICLE II

GRIEVANCE PROCEDURES

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting terms and conditions of employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
2. Nothing contained herein shall be constructed as limiting the right of any Employee having a grievance to discuss the matter informally with the appropriate member of the administration and to have the grievance adjusted without intervention of the SOA, provided such adjustment is not inconsistent with the terms of this Agreement.
3. An employee who wishes to pursue a grievance against the advice of the SOA may pursue it through Step 3 only. Arbitration shall only be initiated by the SOA.

B. DEFINITIONS

1. A "Grievance is a claim by an employee, group of Employee's, or the SOA on behalf of an Employee or group of Employees, based upon the interpretation, application or violation of this Agreement, administrative rules and policies. The sole remedy available to any Employee for any alleged breach of this Agreement shall be pursuant to the grievance procedure provided.
2. A Grievance may be implemented as a disciplinary appeals process.
3. An "Aggrieved Person" is a person or persons or the SOA making a claim of a change in terms and conditions of employment or a misinterpretation of this Agreement.

C. PROCEDURES

1. Since it is important that grievances be processed as rapidly as possible, the number of days at each level shall be considered as a maximum. The time limits specified may be, however, extended by mutual agreement. If no response is made by management by the end of their time allotment, it shall be construed to be a denial of the grievance, and the SOA may proceed to the next level.

LEVEL ONE: A grievance may be filed in writing with the Undersheriff, within ten (10) calendar days of the occurrence of the grievance. The Undersheriff shall render a written decision within ten (10) calendar days after receipt of the

grievance. Failure of the SOA to file within ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

LEVEL TWO: In the event a settlement has not been reached through Level One procedures. A grievance may be filed with the County Administrator or his designee within ten (10) calendar days following receipt of the determination of Level One. The County Administrator or his designee shall schedule and hold a meeting within ten (10) calendar days following receipt of the grievance and shall render a written determination within ten (10) calendar days after the date of such meeting.

LEVEL THREE: In the event a settlement has not been reached through Level Two procedures, a grievance may be filed with the Sheriff within ten (10) calendar days following receipt of the determination of Level Two. The Sheriff or his designee shall render a written determination within ten (10) calendar days following receipt of the grievance.

LEVEL FOUR: In the event a settlement has not been reached through Level Three procedures, the SOA may, after determining that the grievance is meritorious, submit the grievance to arbitration through the Public Employee Relations Commission (PERC) within ten (10) calendar days.

D. ARBITRATION

1. If the SOA determines that the grievance is meritorious, it may submit the grievance to arbitration within ten (10) calendar days following receipt of the Level Three determination. Such submission shall be pursuant to the rules of the Public Employment Relations Commission. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission. Nothing herein precludes a mutual selection of an arbitrator by the parties.
2. It is understood that arbitration is limited to grievances based upon the interpretation, application or violation of the four corners of this Agreement or on Appeal for a disciplinary action.
3. In the event that arbitration of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest with the arbitrator selected in accordance with the provisions and rules of PERC, or a Court Competent of Jurisdiction.
4. The arbitrator shall not consider any past practice precedent or prior arbitration award of the parties except to the extent needed to clarify ambiguous language of this Agreement, except in a disciplinary appeal to the extent that use of such evidence shall not conflict with the terms of Article XXII of this agreement.
5. The arbitrator shall not add to, subtract from, or modify the terms of this Agreement and is to review any issue based on the four corners of this Agreement.

6. No more than one grievance or issue may be submitted to a single arbitrator in any single proceedings unless otherwise agreed to in writing by the parties.
7. The arbitrator's decision shall be in writing, setting forth the reasons therefore, and shall be transmitted to the parties, and shall be final and binding.

E. COSTS

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the Employer and the SOA. Any other expenses incurred shall be paid by the parties incurring same.

F. REPRESENTATION

Any aggrieved person may be represented at all stages of the grievance procedure by himself or, at his option, with a representative selected and approved by the SOA. When an Employee is not represented by the SOA, the SOA shall have the right to be present and to state its views at all stages of the grievance procedure.

E. REPRISALS

There shall be no reprisals against the SOA, management, or the individual by virtue of their participation or lack of participation in the prescribed grievance procedure.

F. GROUP GRIEVANCE

If in the judgment of the SOA a grievance affects more than one Employee, the SOA shall identify the Employee(s) and may submit such grievance in writing, and the processing of such grievance shall commence at Level Two, The SOA may process such a grievance through all levels of the grievance procedure.

G. MISCELLANEOUS

1. All decisions set forth to the aggrieved person shall be set forth in writing and shall include the decision and shall be transmitted promptly to the aggrieved person and the SOA
2. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of the participants.
3. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred in this Article.
4. Major Discipline of six (6) days suspension or greater is not appealable through this Agreements Grievance Procedure. It must go through the Merit System Review Board or Courts of Competent Jurisdiction.

ARTICLE III

WORKDAY, OVERTIME, CALL BACK, STANDBY

A. WORKDAY, WORKWEEK, WORK PERIOD AND LEAVE TIME ASSESSMENT

1. WORKDAY, WORKWEEK, and WORK PERIOD

Effective Monday, February 13th, 2012, Lieutenants will be scheduled to work an average of five (5) eight (8) hour shifts per week plus an additional four (4) hours per pay period. The workday shall consist of an average eight (8) hours inclusive of a thirty (30) minute meal break.

The Captain will be scheduled to work five (5) eight (8) hour shifts.

The standard eight (8) hour shift will be 0700 hours to 1500 hours or 0800hours to 1600 hours. The workweek for Employees normally shall be Monday through Friday with Saturday and Sunday as off duty days.

This work day, workweek, work period is based on a flex time based system in which for the benefit of the Department and the County of Gloucester, the officers may use some of their daily assigned schedule to cover an extended day i.e. Freeholder Meetings or other assignments or activities that normally would cost the Department an overtime expense. The work pay period for the Lieutenants consists of eighty four (84) hours. The work pay period for the Captain consists of eighty (80) hours.

2. LEAVE TIME ASSESSMENT

Each workday shall be considered as an eight (8) hour day for the purposes of vacation, personal leave, sick leave, bereavement leave, administrative leave and union leave unless stipulated otherwise.

3. SHORT LEAVE NOTICE

Upon request, the Sheriff or his designee, with twenty four (24) hours notice shall authorize two (2) hours, four (4) hours or eight (8)hours of vacation or administrative leave to any Employee. The Sheriff or his designee may waive this requirement.

4. OVERTIME

An Employee working the average eight (8) hour shift schedule who is required to work in excess of eighty-four (84) hours, or eighty (80) hours as applicable, in a fourteen (14) day work period, shall be compensated for all such time at the appropriate rate of overtime. The first ten (10) hours of overtime in a year will be compensated in compensatory time unless the Employer opts to pay out in cash. Thereafter, the next 135 hours may be paid out in compensatory time or cash at the employee's option. Any overtime after 145 hours must be paid in compensatory time unless the Sheriff/designee designates an emergency matter

that requires the employee to work overtime and the employee has the option to receive compensation as compensatory time or cash.

The overtime rate of pay, unless otherwise stated under the terms of this Agreement, shall be computed on the basis of one and one half (1 1/2) times the Employee's hourly rate. For purposes of calculating the overtime rate, the Employee's hourly rate is derived by dividing the sum of his base pay by 2184, or 2080 as applicable, hours. The compensatory time earned for hours worked in excess of 84 in the two week pay period shall be earned at time and a half.

Overtime shall include any necessary travel time for official business, as per the F.L.S.A.

Tier 1 Employees: For overtime purposes, time worked includes Vacation Leave, Sick Leave, Bereavement Leave, Administrative Leave, Association Leave, Training, and Holidays. Tier 2 Employees: For overtime purposes, time worked includes Vacation Leave, Bereavement Leave, Administrative Leave, Association Leave, Training, and Holidays; in other words, for overtime purposes, sick leave not to be counted as hours worked for Tier 2 employees. See Article IV A 3.

5. CALL BACK

If an Employee is called back to work at a time other than his assigned work tour, and if such call back time is not contiguous to the start of his work tour, the Employee shall be guaranteed a minimum of two (2) hours compensation at the appropriate rate.

6. STANDBY PAY

If an Employee is required to be on standby, he shall receive one (1) hour pay for every sixteen (16) hours on standby.

7. COMPENSATION TIME

Compensatory time is given in lieu of payment. All compensatory time is at the time and one half (1 1/2) value. Employees shall attempt to use earned compensatory time within a ninety (90) day period of time from the date earned. If not used within the 90 day period, time off may be imposed by the Employer. An employee may be permitted to carry over an amount of up to ninety six (96) hours into the following year. No employee may carry over to the following year more than 96 hours of accrued compensatory time. Any unused compensatory time shall be paid at time of retirement or separation from employment.

ARTICLE IV

WAGES

A. SALARIES

1. The salaries of all Employees covered by this Agreement are set forth in Salary APPENDIX "A", which is attached to this Agreement as page # 34. The salaries are based on the 2184 annual work hours for the Sheriff Lieutenants and the 2080 annual work hours for the Sheriff Captain.
2. Employees covered by this Agreement receive the annual salary adjustment scheduled as of January 1st of each appropriate year.
3. Present employees those hired prior to January 1, 2011 are considered Tier 1 Employees. Employees hired after January 1, 2011 are considered Tier 2 employees.
4. Tier 1 Employees shall receive annual salaries that meet or exceed that of GC Corrections Lieutenants. Tier 1 Employees shall never be compensated at an annual salary lower than a Tier 2 Employee. At no time shall the base salary differential between a maximum step Sergeant and a Lieutenant be less than \$6,500 and at no time shall a Captains salary be less than \$2,750 above Lieutenant.
5. Tier 2 employees shall upon promotion to Lieutenant receive a flat increase salary amount of \$6,500 over the existing Tier 2 Sergeants rate of compensation and then in subsequent years a 2% increase.
6. Tier 2 employees shall upon promotion to Captain receive a flat increase salary amount of \$2,000 over the existing Tier 2 Lieutenants rate of compensation and then in subsequent years a 2% increase.

B. GRAND JURY OR COURT TIME

Any Employee required to appear before any Court or Grand Jury on a work related matter shall either receive the time off, with pay if on duty, or if off duty, shall be compensated for such time at the overtime rate of pay, if applicable.

Any Employee who institutes charges that are work related and must attend any court session or Grand Jury hearing during work hours shall be granted such time off, with pay, or if attendance is required on off duty hours, shall receive overtime pay, if applicable.

C. PAY FOR ASSUMING HIGHER POSITION

Any Employee required/requested to assume the duties of a higher paid position shall be compensated for all time worked in such position at the higher rate of pay based upon the Employee's salary level.

D. SEPARATE CHECK PAYMENT

Any financial compensation due an officer shall be in their normal payroll cycle or in the normal purchase order/voucher cycle. In the event of a Monday Holiday any overtime compensation shall be received in the following pay check period.

ARTICLE V

UNIFORMS

A. ITEMS OF ISSUE

1. The Employer shall provide each Employee upon promotion with the items of clothing and equipment included in Appendix "B" attached to this Agreement at no cost to the Employee. Appendix "B" is on page # 36

The Employees are responsible to maintain and wear uniforms as stipulated in the GC Sheriffs Standard Operating Procedures and Rules & Regulations Manual.

2. Upon retirement under any retirement option of PFRS the County of Gloucester shall issue to the retiring employee a "RETIRED" Identification card and wallet badge

B. MAINTENANCE ALLOWANCE

There is no maintenance allowance, all costs to maintain the officer's uniform is the responsibility of the officer. This does not pertain to uniforms damaged in the course of a work related incident.

ARTICLE VI

MEDICAL BENEFITS, DISABILITY BENEFITS, RETIREMENT BENEFITS, CHANGE OF CARRIER, WAIVER OF BENEFITS, FLEXIBLE SPENDING PLANS

A. HEALTH BENEFITS

1. Medical coverage will be in accordance with the plans offered by the State Health Benefits Program.
2. The employee shall as per NJS have a one and one half (1 ½%) percent of their pensionable base salary deducted from their annual pay to off set the cost of health care coverage. Said percentage shall be equally distributed and deducted from their bi-weekly pay from January 1, 2011 through the effective date of the Chapter 78 of the 2011 laws enacted June 28, 2011.

An IRS type 125 plan commonly referred to as a medical spending account shall be made available to those employees who chose to use it.

The covered employees agree to replace the 1.5% stated in the above paragraph by the State of New Jersey changed statute involving the health care contribution by County public employees. The employees agree to follow and accept the wording and mandate of the new statute on the effective date of the legislation and to the letter of the new statute including but not limited to the health care contribution set forth therein.

The health benefits are defined as all health insurance coverage and include medical, prescriptions, vision and dental plans presently in existence.

The Open Enrollment period is November of each year, for coverage beginning in January 1.

3. Prescription drug coverage will be in accordance with the Employee Prescription Drug Plan offered by the State Health Benefits Program.

4. Vision Care shall remain a separate policy provided in addition to the vision care coverage provided under the Employer's medical plan. Allowance for the following items shall be as follows:

Examinations	\$ 30.00
Frames	\$ 20.00
Single vision lenses	\$ 30.00
Bifocal lenses	\$ 43.00
Trifocal lenses	\$ 50.00
Lenticular lenses	\$100.00
Contact lenses	\$200.00

5. Dental Care Plan shall continue to be provided by the Employer in accordance with the indemnity plan for Employees and their dependents. There shall be no deductible for any of the services provided under the plan. As an alternative to the indemnity plan, the Employer shall offer coverage through a dental plan organization, the terms of which shall be agreed upon by the Employer and the SOA. Employees who elect to enroll in the dental plan organization may also enroll their dependents.

Employees who do not have medical and prescription coverage pursuant to Section A 1 and 3 above but receive dental coverage under this section, at a cost to the Employer which shall be capped at \$31, will make contributions toward the cost of coverage through payroll deductions on a pre-tax basis, as authorized by Section of 125 of the Internal Revenue Code. In no case shall the Employer be required to pay a higher monthly premium for any such Employee than it would have paid for Employee only coverage under the indemnity plan.

See Appendix "C" on page 37.

Any premium costs incurred by an Employee may be paid through payroll deductions on a pre-tax basis, as authorized by section 125 of the Internal Revenue Code. Open enrollment periods for this dental plan shall be in October of each year, for coverage beginning January.

B. DISABILITY BENEFITS

The Employer agrees to provide disability coverage to all eligible Employees under the State Disability Benefits Law. Coverage will be financed by Employer-Employee contributions as required by law.

C. DESCRIPTION OF BENEFITS

The Employer shall continue to provide for each Employee a description of the health care benefits and insurance's provided under this article upon initial hire, or upon written request.

D. RETIREMENT COVERAGE

1. The Employer shall provide for the continuation of paid health benefits as described above for Employees and their dependents upon the Employee's retirement in accordance with County Policy. At the present time there is no employee contribution to health care premiums post retirement except as noted specifically in A 2 of this Article.

2. Employees, to be eligible for post retirement health benefits, must retire with twenty five (25) years of service credited by PERS or PFRS and as noted in other sections of this Agreement.

3. Employees with seven (7) years of County service and twenty five (25) years of service credited by P.E.R.S. or P.F.R.S. are eligible for the County prescription plan upon retirement.

4. Retired employees who receive post-retirement prescription benefits paid for by the Employer pursuant this collective bargaining agreement shall be referred to herein as "eligible retirees".

The County will reimburse eligible retirees for the excess costs which they will incur for prescription co-payments under State Health Benefits Program on or after July 1, 2014, as compared to what they would have incurred for the same prescription under the corresponding SHPB plan had they remained active employees with the County.

Eligible employees may submit claims for reimbursement of excess co-pays by submitting a claim form to the Gloucester County Human Resources Department identifying the actual charges for each prescription and the date the prescription was filled, together with a receipt or other statement from the pharmacy or the prescription benefits manager verifying the charges. Each claim form must cover at least one full calendar quarter. The claim form will be made available to retirees for the purposes of submitting claims.

E. DEATH of ACTIVE EMPLOYEE

1. Upon the death of an active Employee as the result of an accident met in the actual performances of duty, all health benefits shall continue to the surviving spouse for life or remarriage and/or until maximum age allowances are met for dependent children, per statute.
2. Upon the death of an active Employee under circumstances not covered by subparagraph E.1 above, all health benefits of the Employee shall continue to be provided to the surviving spouse and dependent children for a period of one (1) year after such Employee's death.

F. CHANGE OF CARRIERS

1. The Employer presently is insured under State Health Benefits Plan and uses a third party administrator. The County of Gloucester reserves the right to change the third party administrator or change from State Health Benefits Program to a self-insured program or a Private insurance carrier so long as the benefits to be provided are substantially equivalent to those of the existing plan (s).

Prior to any change, the Employer will notify the SOA so that the SOA may, in the event it does not agree that the benefits are substantially equivalent, submit the matter directly to Arbitration in accordance with Article II, Section D. Such Arbitration shall occur prior to any change.

G. WAIVE COVERAGES

1. Employees will be permitted to waive Employer provided medical coverage only upon furnishing proof of other medical coverage through a spouse's Employer or other sources. The waiver benefit program and regulations are found in the GC Human Resource Manual Chapter 5.

The Waiver provision does not apply to employees who are covered by another member of the family that is employed by the County of Gloucester as it is considered multiple coverage and therefore, not entitled to participate in the wavier program.

2. Waivers of coverage shall remain in effect unless Employee elects to re-enroll during a subsequent open enrollment period (October effective January) or unless the Employee loses his or her alternative coverage (as for example, by termination of a spouse's employment).

An employee who re-enrolls because of a loss of alternative coverage shall resume coverage under the Employer's plan sixty (60) days after giving notice or as soon thereafter as it's permitted under the insurance administration in effect.

3. Employees who have coverage but plan to apply for the post retirement medical benefit coverage pursuant to Section "D" must be re-enrolled in the respective plans not less than one (1) full year in the health care plan prior to retirement. The Open enrollment is October effective the following January.

H. FLEXIBLE SPENDING ACCOUNT

The Employer will make available to all bargaining unit Employees a flexible spending account which meets the requirement of Chapter 125 of the Internal Revenue Code commonly referred to as a medical spending account. The use of this account is on a voluntary basis for the employee.

ARTICLE VII

HOLIDAYS

- A. There shall be a minimum of fourteen (14) holidays per year, with a schedule of observance to be determined by the Employer.

New Years Day, Martin Luther King's birthday, Washington's birthday, Veteran's Day, Good Friday, Memorial Day, Independence Day, Labor Day, General Election day, Columbus Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, Personal Holiday.

- B. Overtime work on a holiday shall be compensated at the rate of two and one half times (2 ½) the Lieutenants or Captains straight time rate.
- C. Lieutenants and Captain shall follow the Gloucester County Administration schedule of observance for all holidays, they shall not be required to work these days.
- D. Employees shall be permitted to take their Personal Holiday in the same manner as Administrative leave.

ARTICLE VIII

VACATION

A. SCHEDULE

1. All full time employees hired prior to January 1, 2011 shall receive the following vacation leave per calendar year (January-December)

Beginning the first year of employment	8 hours per month
Beginning the 2 nd thru the 4 th year	96 hours
Beginning the 5 th thru the 11 th year	120 hours
Beginning the 12 th thru the 19 th year	160 hours
Beginning the 20 th thru the 25 th year	200 hours

After completion of 25 years of credited service time as recognized by the Employer and/or P.F.R.S. Employees shall receive upon beginning their 26th year, 240 hours and this shall continue until the end of the 30 years of credited service. Beginning the 31st year add 8 additional hours for every year and thereafter add 8 additional hours (i.e. 33 years 264 hours)

2. Employees assigned to an eight (8) work day shall receive an additional twenty four (24) hours of vacation leave each year of this agreement.

3. Tier 2 Employees those hired after January 1, 2011 shall receive vacation based on the following guide:

Beginning the first year of employment 1 day per month up to 5 days
Beginning the 2nd year through the 5th year a total of 10 days per year
Beginning the 6th year through the 15th year a total of 15 days per year
Beginning the 16th year and over a total of 20 days per year.

B. ACCUMULATION

Where, in any calendar year, the vacation leave, or any part thereof, is not granted by reason of pressure of County business, such vacation leave, or part thereof, not granted, shall accumulate and shall be granted during the next succeeding calendar year only.

C. CARRY OVER

Vacation leave not taken during the calendar year because of the pressure of official business shall be used during the next succeeding year only and shall be scheduled to avoid losing the leave (4A:6-1.2(f)). An Employee shall be allowed to carry over no more than ten (10) vacation days per year at their option. Any days in excess of ten (10) shall be forfeited.

D. DEATH OF THE EMPLOYEE

Upon the death of an employee all unused vacation leave and administrative leave shall be calculated and paid to the spouse or estate.

E. SEPARATION

An Employee retiring or otherwise separated shall be entitled to all vacation allowance for the current year in which the separation or retirement became effective. Any vacation leave which may have been carried over from a preceding calendar year will be included.

F. SENIORITY

Vacation selection within the appropriate work unit to which the Employee is assigned will be determined in accordance with seniority as defined in this Agreement

G. NOTICE VACATION LEAVE REQUEST

1. Upon twenty four (24) hours notice, vacations of three days or less shall be granted by the Sheriff or his designee, subject to the discretionary language of Paragraph "B" hereof. The Sheriff or his designee may waive the twenty four (24) hour notification requirement. The exercise of such discretion shall not be subject to the grievance provision of this Agreement.

2. All vacation leave in excess of three days shall be granted upon receipt of five days written notice.

ARTICLE IX

EMPLOYEE REIMBURSEMENT

- A. When an Employee is required to use his personal automobile during a working tour for official business, reimbursement for such use (exclusive of travel to and from work) shall be at the IRS established rate for that period/year

- B. MEALS
 - 1. An Employee shall be reimbursed for meals up to the following amounts per day if he is required to be outside of the County on official business during the normal meal hours Breakfast \$8.00, Lunch \$11.00, Dinner \$13.00.

- C. There is an education re-imbusement program only available to any present or future employees covered by this Agreement that is limited to eight hundred (\$800.00) dollars per year for courses taken towards the completion of a degree program or for courses taken for criminal justice or management at an approved Police Academy or other Law Enforcement Agency.

ARTICLE X

SICK LEAVE, ACCURAL AND RETIREMENT COMPENSATION

- A. AMOUNT OF SICK LEAVE:
 - 1. For Tier 1 employees hired prior to January 1, 2011 an amount of one hundred and twenty (120) hours as of the first working day of the year for each subsequent calendar year thereafter.
 - 2. For Tier 2 employees hired after January 1, 2011 an amount equal to sixty four (64) hours as of the first working day of the year for each subsequent calendar year.
 - 3. All unused sick leave in any calendar year shall accumulate from year to year.
 - 4. In all instances. A working day, for the purpose of sick day accrual, shall be calculated as the equivalent of eight (8) work hours.

- B. SICK LEAVE MAY BE UTILIZED BY EMPLOYEE
 - 1. When they are unable to perform their work by reason of personal illness, accidental injury or exposure to a contagious disease
 - 2. To care for a seriously ill member of the Employee's immediate

family as provided for in NJFLA, FMLA as provided for in the GC Human Resources Manual Section 6.

C. IMMEDIATE FAMILY

Immediate family means father, mother, mother-in-law, father-in-law, grandmother, grandfather, grandchild, spouse, civil union partner, child, foster child, sister, brother and includes relatives of the Employee residing in the Employees household. Immediate family shall also include such other relationships as are deemed within the definition of family members under the New Jersey Family Leave Act and the Federal Family and Medical Leave Act.

D. REPORTING OF ABSENCE ON SICK LEAVE

If an Employee is absent for reasons that entitle him/her to sick leave, his supervisor shall be notified at least one (1) hour prior to the Employees usual reporting time. In case of sudden illness or emergency, exceptions may be granted.

1. Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and may constitute cause for disciplinary action.
2. Absence without notice for five (5) consecutive days shall constitute a resignation.

E. VERIFICATION OF SICK LEAVE

1. An Employee who is absent on sick leave may be required to submit acceptable medical evidence substantiating the need for sick leave. Abuse of sick leave shall be cause for disciplinary action.
2. In case of leave of absence due to exposure to contagious disease, a certification from the Department of Health may be required.

F. The Employer may require an Employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the County, by a physician chosen by the Employee from a panel of physicians designated by the County. Such examination shall establish whether the Employee is capable of performing his normal duties and that his return will not jeopardize the health of the Employee or other Employees.

G. SICK LEAVE REDEMPTION

Employees that have accrued sick leave prior to the time of retirement shall receive at a rate of fifty percent (50%) of value for all of the accumulated sick time and shall be paid upon retirement up to a maximum of fifteen thousand dollar (\$15,000.00).

ARTICLE XI

AUTHORIZED LEAVE

A. Bereavement Leave:

Employees shall be entitled to the following bereavement leave per incident with pay for the death of immediate family members, family members or persons who reside in the Employees household

1. Employees shall be entitled to thirty two (32) hours of leave per incident with pay for the death of the mother, father, spouse, child.
2. Employees shall be entitled to twenty four (24) hours of leave per incident with pay for the death of the mother in law, father in law, sister, brother, grandmother, grandfather, grand child, foster child, sister in law, brother in law, aunt, uncle and any relative of the spouse listed above.
3. Employees shall be entitled to eight (8) hours leave per incident with pay for family members not defined above if the Employee is scheduled to work.

B. LEAVES OF ABSENCE

1. In accordance with FMLA/NJFLA, leaves of absence, without pay, for documented medical reasons, will be granted as provided for in the GC Human Resources Manual Section 6.
2. In accordance with FMLA/NJFLA, leaves of absence, without pay, for other than medical reasons may be granted by the Employer for up to twelve (12) months in four (4) segments of up to three (3) month each, as provided for in GC Human Resources Manual Section 6.11.

All initial requests for leaves and subsequent segment extensions shall be in writing to the Employer as required in GC Human Resource Manual Section 6.

C. PREGNANCY

Disability due to pregnancy shall be considered as any other disability in accordance with law. The Employee shall not lose any seniority due to her leave.

D. MILITARY LEAVE

Military leave of absence will be granted as required by statute.

E. **ADMINISTRATIVE LEAVE**

Employees shall be allowed twenty four (24) hours off with pay annually for personal business that cannot be disposed of outside working hours, except that Employees hired on or after July 1 shall be entitled to only one (1) administrative leave day in the first calendar year of service.

Administrative leave shall not be granted on the day before or the day after a holiday or vacation. In its sole discretion, however, the Employer, in extraordinary circumstances, may waive the aforementioned sentence. Except in cases of emergency, requests for administrative leave shall be submitted at least forty eight (48) hours in advance to the appropriate supervisor. It is understood that in order to maintain sufficient service levels, management reserves the right to deny a request for administrative leave if services would be interrupted, hindered or obstructed.

ARTICLE XII

WORKERS COMPENSATION

1. Under the New Jersey Worker's Compensation Law, Employees of Gloucester County injured while in the course of their employment are entitled to be paid by the County Worker's Compensation Insurance Carrier. The Board of Chosen Freeholders has, by policy, declared that it will supplement the insurance check for one (1) year.

2. It is understood that all Sheriff's Lieutenants and Captains are considered to be on duty twenty four (24) hours per day while in the State of New Jersey. Any employee who suffers an injury or illness while in the performance of his duty shall receive all benefits to which he may be entitled as provided by the County Worker's Compensation Insurance Carrier. The Board of Chosen Freeholders declared that it will supplement the insurance check for one (1) year.

3. Employees on Workers Compensation after the first year shall receive only the amount of compensation due them from Workers Compensation. No additional financial compensation shall be provided for by the County.

ARTICLE XIII

MANAGEMENT RIGHTS

A. The County hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights.

1. The executive management and administrative control of the County Government and its properties and facilities and activities of its employee by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the County.
2. To make rules of procedure and conduct, to introduce and use new and improved methods and equipment, to contract out for goods and services, to decide the number of employees needed for any particular time, and to be in sole charge of the quantity and quality of work required.
3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the Employees, and to require compliance by the Employees, is recognized.
4. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer Employees.
5. To suspend, demote, discharge or take other appropriate disciplinary action against any employee for good and just cause according to law.
6. To lay off Employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non productive or for other legitimate reasons.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the County, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and by law, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of New Jersey and the United States.

C. Nothing contained herein shall be construed to deny or restrict the County of its rights, responsibilities and authority under R.S.40A or any other National, State or County law or regulations.

ARTICLE XIV

ASSOCIATION RIGHTS

A. INFORMATION

The County shall make available to the SOA for inspection all financial records and data in the public domain, upon written request, at a time of mutual convenience.

B. RELEASE TIME

Whenever any representative of the SOA or any Employee participates during work hours in negotiations, grievance proceedings, conferences or meetings which relate to SOA business with management or the County, he shall suffer no loss in pay nor be required to make up such time.

It is agreed that any such meetings shall be subject to mutual agreement by management and/or the County and the SOA.

C. BULLETIN BOARDS

One (1) glass door and cased bulletin board (minimum size 2' x 4') shall be provided by the Employer for the exclusive use of the SOA. The location for the board shall be designated by the SOA, subject to the approval of the Sheriff.

D. STATUTORY LEAVES

Representatives of the SOA shall be granted leave to attend all authorized conventions or conferences as mandated by statute including FOP National Convention and FOP State Convention and State FOP Mini-Conference.

E. RECOGNIZED REPRESENTATIVE

The Employer will recognize and communicate with the SOA designated representative for informational purposes pertaining to salary, benefits, or other problems between Employees and the County Treasurer's office. The Treasurer's Office will be notified of the name of the representative.

F. ASSOCIATION LEAVE

1. In addition to any leave granted by statute, up to an aggregate total of one hundred twenty (120) hours of leave with pay per year shall be granted to representatives of the SOA to attend conferences, seminars and/or conventions which relate to SOA business. The SOA shall designate the representatives and shall notify the Employer not less than fourteen (14) calendar days prior to the date(s) of such leaves(s).

2. The aforementioned one hundred twenty (120) hours is the respective total in each year of the Agreement for all SOA representatives. That is, it is not a total for each representative.

G. COMPUTER USE

The Employer agrees to allow the SOA to use the County computer systems for official business of the SOA and for communications between the SOA and the Employer.

ARTICLE XV

RE-OPENER PROVISIONS

A. In the event of a substantial modification of job function of a class of Employees, upon request of the SOA, the contract will be re-opened on this issue only.

B. In the event a State Statute changes and directly affects this Collective Bargaining Agreement and the terms and conditions of the employment changes, the CBA may be opened by mutual agreement to address that specific change.

ARTICLE XVI

DUES DEDUCTION

A. AUTHORIZATION

The Employer agrees to make payroll deductions of SOA dues when authorized to do so by the Employee on the appropriate form. SOA deduction shall be exclusive to Lodge #165. The amount of said deduction shall have been certified to the Employer by the Secretary/Treasurer of the SOA. The Employer shall remit the dues to the address designated by the SOA no later than the last day of the month following the calendar quarter in which such deductions are made (or earlier, if reasonable or possible), together with a list of employees from whose pay such deductions were made.

B. SAVE HARMLESS

The SOA shall indemnify, defend and hold the Employer harmless against any claim, demands, suits or other forms of liability that shall arise out of fee deductions by the Employer for the SOA which the Employer has remitted to the SOA and reliance by the Employer on any representation made by the SOA with respect to this Article. The Employer will give the SOA notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph.

ARTICLE XVII

REPRESENTATION FEE

A. PURPOSE OF FEE

If an Employee covered by the terms of this Agreement does not become a member of the SOA during any calendar year which is covered in whole or part by this Agreement, said Employee will be required to pay a representative fee to the SOA for the membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the SOA as majority representative.

B. NOTIFICATION OF AMOUNT OF FEE

1. Prior to the beginning of each membership year, the SOA will notify the Employer of the amount of the regular membership dues, initiation fees and assessments charged by the SOA to its own members for that membership year. The representation fee to be paid by non-members shall be determined by the SOA and shall be up to 85% of that amount.
2. Such sum representing the fair share shall not reflect the cost of financial support or partisan political or ideological nature only incidentally related to the terms and conditions of employment, except to the extent that it is necessary for the majority representative to engage in lobbying activities designed to foster its policy goals in collective negotiations to secure for the Employees it represents advances in wages, hours and other terms and conditions of employment in addition to those which are secured through collective negotiations with the Employer.

C. CHALLENGING ASSESSMENT PROCEDURES

1. The SOA acknowledges and affirms that it has established a procedure by which a non-member Employee(s) in the unit can challenge the assessment, as in N.J.S.A. 34:13A-5.6.
2. In the event that the challenge is filed, the deduction of the fair share fee shall be held in escrow by the SOA pending final resolution.

D. DEDUCTION AND TRANSMISSION OF FEE

1. NOTIFICATION

Once during each membership year covered in whole or in part by this Agreement, the SOA will submit to the Employer a list of those Employees who have not become members of the SOA for the then current membership year. The Employer will then deduct from the salaries of each Employee (in accordance with paragraph #2 below) the

full amount of the representation fee and will promptly transmit the amount so deducted to the SOA.

2. PAYROLL DEDUCTION SCHEDULE

The Employer will deduct the representation fee in equal installments, as nearly as possible, from the paycheck paid to each Employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first pay check paid:

- a. Ten (10) days after receipt of the aforesaid list or
- b. Thirty (30) days after the Employee begins his employment in a bargaining unit position, unless the Employee previously served in a bargaining unit position and continued in the employ of the Employer in a non-bargaining unit position was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the Employee's employment in a bargaining unit position whichever is later.

3. TERMINATION OF EMPLOYMENT

If an Employee who is required to pay a representation fee terminates his employment with the Employer before the SOA has received the full amount of representation fee to which it is entitled under this Article, the Employer will deduct the unpaid portion of the fee from the last paycheck paid to said Employee during the membership year in question.

4. MECHANICS

Except as otherwise provided in this Article, the mechanics for the deduction of the representation fee and the transmittal of such fees to the SOA will, as nearly be as the same as those used for the deduction and transmission of regular membership dues to the SOA.

5. CHANGES

The SOA will notify the Employer in writing of any changes in the list provided for in paragraph #1 above and/or the amount of the representation fees, and such changes will be reflected in any deductions made more than ten (10) days after the Employer received the notice.

6. NEW EMPLOYEES

On or about the first day of each month, beginning with the month this Agreement becomes effective, the Employer will submit to the SOA a list of all Employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such Employees.

E. SAVE HARMLESS

The SOA shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of fee deductions by the Employer for the SOA which the Employer has remitted to the SOA and reliance by the Employer on any representation made by the SOA with respect to the Article. The Employer will give the SOA notice in writing of any claims, demands, suit or other form of liability in regard to which it will seek to implement this paragraph.

F. COMPLIANCE

It is the intent of the parties, in entering into this Agreement, to fully comply with the rules and regulations of the Public Employment Relations Commission Appeal Board regulating agency fee deduction. To the extent any procedure established by these provisions is not in harmony with such rules and regulations, the parties agree to promptly negotiate a replacement clause to correct such deficiencies. All other non-affected clauses shall remain in full force and effect to the extent permitted by law.

ARTICLE XVIII

MAINTENANCE OF OPERATION

A. It is recognized that the need for continuous and uninterrupted operation of the Sheriff's Office is of paramount importance to the citizens of the County and that there should be no interference with such operations.

B. The SOA covenants and agrees that during the term of this Agreement, neither the SOA nor any person acting in its behalf will cause, authorize, engage in, sanction, any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the Employee's duties of employment), work stoppage, slowdown, walkout, or other job action against the Sheriff's Office. The SOA agrees that such action would constitute a material breach of this Agreement. It is understood that Employees who participate in such activities may be subject to disciplinary action.

C. Nothing contained in this Agreement shall be construed to limit or restrict the County in its right to seek and obtain such judicial relief as it may be entitled to have before any court or administrative agency.

ARTICLE XIX

WORKING CONDITIONS AND SAFETY ITEMS

A. TRANSPORTATION

1. Employees who are required to transport prisoners will, wherever practicable to be of the same sex as the prisoner to be transported.
2. All official vehicles provided by the County for utilization of Employees in the performance of their duties will be caged vehicles.
3. Official vehicles provided by the Employer for the utilization of the Employees will be radio equipped and will be properly maintained by the Employer.

B. TRAINING ACADEMY SCHEDULE

Employees who are assigned to attend training Academies will follow the schedule of the Academy while enrolled at the Academy.

C. BULLETPROOF VESTS

Sheriff's Lieutenants and Captains will be issued bulletproof vests. Anyone issued a vest is required to wear it while on duty or have it immediately available. The vest shall be replaced at the manufactures specifications presently at five (5) years or if the vest is damaged.

D. AMMUNITION AND TARGETS

Employees who qualify with a hand weapon will be furnished with not less than ten (10) targets and two hundred (200) rounds of ammunition per year subject to manufactures availability.

E. EQUIPMENT

The Sheriff's Office will provide adequate riot gear and equipment to help facilitate the quelling of disturbances by inmates.

F. HEPATITIS INOCULATION

The Sheriff's Office will make a hepatitis inoculation available to all Employees on a voluntary basis and without charge.

G. ENTRUSTED FUNDS

Employees shall not be responsible for funds entrusted to their care unless upon a finding of willful negligence or willful misconduct.

ARTICLE XX

EMPLOYEE RIGHTS, RECORDS, HEARING, LEGAL REPRESENTATION,
SENIORITY

A. PERSONNEL RIGHTS

Employees covered by this Agreement shall be entitled to inspect their personnel file upon request and by appointment.

Prior to the placing of any material in the employee's personnel file which could have an adverse effect on the Employee's employment status, the Employee shall be given the opportunity to review such materials. The Employee shall acknowledge that he has had an opportunity to review such material by affixing his signature to the copy to be filed, with the express understanding that such a signature does not necessarily indicate agreement with the contents thereof.

The Employee may also submit a written response to such materials within ten (10) calendar days after he has reviewed same, and his response will be included in the Employee's personnel file.

B. HEARINGS

Any Employee who has been suspended in excess of five (5) days shall be entitled to a hearing. Such hearing shall be conducted, whenever practicable, prior to the suspension, unless, in the judgment of the Sheriff or his designee, the offense is of such a serious nature that the suspension should commence prior to any hearing. The hearing will be conducted by a person outside of the Sheriff's Office to determine the validity of the charges.

In the event the Employee is suspended for five (5) days or less, such suspension may be appealed through the grievance procedure.

C. RE-EMPLOYMENT RIGHTS

Permanent employees who sever employment relationships who reapply within thirty (30) days of the effective date of separation will be rehired with no loss of salary, benefits or seniority.

Employees who separate for more than thirty (30) days will not receive credit for contractual benefits lost upon their resignation. The foregoing is in addition to any re-employment rights to which the Employee may be entitled through Civil Service/Department of Personnel/Merit Review procedures.

D. SENIORITY

1. Seniority lists will be developed and posted within thirty (30) days of the signing of this Agreement and shall be presumed to be accurate unless a question is raised by an individual, or the SOA on behalf of an individual, with ten (10) calendar days of posting.
2. Seniority is defined as time in grade. Seniority shall apply to all issues related to voluntary overtime, vacation selection and any and all time off selections.
3. An Employee may exercise seniority to bid for vacancies provided that the Employer's criteria for qualifications are met. The Employer's criteria for qualifications may include the Employee's entire personnel record.

E. LEGAL REPRESENTATION

Whenever an Employee covered by this Agreement is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers except in cases of disciplinary proceedings brought against an Employee by the County or a criminal proceedings instituted as a result of a complaint on behalf of the County, said Employee will be permitted to select an attorney from a panel of attorneys selected by the Office of the County Counsel. Reasonable fees for such representation will be paid by the County. In cases of disciplinary proceedings brought against the Employee by the County or in cases of criminal proceedings instituted as a result of a complaint on behalf of the County, the County will pay the reasonable attorney fees, as determined by County Counsel, for the selected attorney, or for the attorney designated from the aforementioned panel if such disciplinary or criminal proceedings are dismissed or finally determined in favor of the Employee. Attorney fees shall be reimbursed in connection with the settlement of disciplinary grievances, either prior to or during the course of arbitration unless the settlement specifically provides otherwise.

ARTICLE XXI

MISCELLANEOUS PROVISIONS, SHIFT CHANGE, RETROACTIVITY

A. HEALTH HAZARDS

Any Employee required/requested to transport or is in contact with any person carrying or having an infectious disease shall be notified of such in advance, if known. The Employer agrees to take all reasonable precautions regarding

protection for the Employee. If a health hazard is not known until after an Employees contact, the Employer will notify the Employee as soon as possible, and any medical exams and/or treatment will be provided by the Employer at no cost to the Employee.

B. NOTIFICATION OF SHIFT CHANGE

Employees shall receive at least two (2) weeks notice of any proposed total shift change.

C. NON-DISCRIMINATION

There shall be no discrimination by the Employer or the SOA against any Employee because of the Employee's membership or non membership in the SOA. Neither the Employer nor the SOA shall discriminate against any Employee because of race, creed, age, sex, marital status, sexual orientation, handicap status, or national origin.

D. SEPERABILITY

If any provision of the Agreement or any application of this Agreement to any Employee or group of Employees is held to be contrary to law, then such provisions shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

E. RETROACTIVITY

The retroactive aspects of this Agreement, including salary and economic benefits, shall apply solely to all Employees on the payroll of the Employer on and after January 1, 2015.

The new rate of pay effective January 1, 2015, shall take effect on that date or within 28 days following execution of this agreement should the agreement be executed after that date. The retroactive payments shall be completed as soon as practicable following the execution of this agreement. The Employer will issue to each Employee on the payroll from January 1, 2015 until this agreement is executed an itemized list of all retroactive monies owed to the Employee. The retro salaries are to be paid in the normal pay cycle within 45 days following the signing of this Agreement.

ARTICLE XXII

DISCIPLINE APPEALS PROCESS

The purpose for this Article is not to replace the Discipline Guidelines as established by the County of Gloucester or the Gloucester County Sheriff but to provide for an appeals process and to insure proper procedure in all disciplinary matters are handled accordingly.

- A No employee shall be disciplined with out just cause.

Except in extreme cases of misconduct, disciplinary shall be intended as corrective actions and shall be progressive in nature.

1. A counseling notice is a management tool which may be used to advise an employee of an action and a corrective action plan including but not limited to retraining or a review of policy.
2. The progressive discipline and schedule of violations shall be part of the Gloucester County Sheriffs Department Rules and Regulations
3. Discipline may consist of Verbal Reprimands, Written Reprimands, Fines, Suspensions, and Terminations.

- B. Internal Affairs Investigations and any departmental investigations shall follow The Attorney General Guidelines, The Law Enforcement Officers Protection Act, and the employee rights decisions of "Weingarten", "Laudermill, and Garrity" Court cases.

The employee has a right to counsel and he/she may exercise that right or waive it as the employee may choose.

An employee may be represented by FOP Representative or by Counsel at any disciplinary proceeding or hearing before the County of Gloucester, The Merit System Review Board or Courts of Competent Jurisdiction.

A valid invocation of the right to remain silent under Federal or State constitution shall not be deemed insubordination. However, such rights may not be invoked to avoid cooperation in the investigation of other employees or incidents.

Any employee who has been charged shall be entitled to a hearing. Nothing in this Agreement shall limit or deny the right to a hearing, as it may be available in other circumstances pursuant to applicable law.

APPEALS: All appeals shall follow the normal established procedure for each disciplinary action. The Appeals process for minor discipline, as defined as five (5)

days suspension or less, is through the grievance procedure. The Appeals process for major discipline, as defined as six (6) day suspension or greater is the Office of Administrative Law.

MINOR DISCIPLINE: For minor disciplinary matters, the hearing shall be conducted by the Director of County Human Resources or County Administrator or designee.

ARTICLE XXIII

FULLY BARGAINED CLAUSE

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, including but not limited to all previous settlements and arbitration awards, which were or could have been the subject of a Grievance or Arbitration by PERC. Therefore, the four corners of this contract prevail.

During the term of this Agreement, neither party will be required to negotiate with respect to any such matter. Any dispute regarding this section shall be determined solely by PERC. This Agreement shall not be amended, modified or supplemented in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE XXIV

DURATION

This Agreement shall be effective January 1, 2015 and continue through December 31, 2018, subject to the SOA's right to negotiate a successor Agreement.

Negotiation for a successor Agreement shall commence during the month of September 2018 by either party to this Agreement notifying the other in writing of its decision to modify or extend the provisions of this Agreement.

IN WITNESS WHEREOF, THE EMPLOYER AND THE SOA HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BELOW.

SHERIFF'S OFFICE SUPERIOR
OFFICERS ASSOCIATION
FRATERNAL ORDER OF POLICE

BOARD OF CHOSEN FREEHOLDERS/
SHERIFF OF THE COUNTY OF
GLOUCESTER

BY: _____

DATE _____

DATE _____

APPENDIX "A"

Salary Schedule:

TIER 1 Employee:

	2015	2016	2017	2018
Lieutenants:	\$114,132	\$116,415	\$118,743	\$121,118
Captain:	\$116,938	\$119,277	\$121,662	\$124,095

TIER 2 Employees:

There presently are no Tier 2 Employees subject to this Agreement.

Tier 2 employees hired on or after 1/1/11 and upon promotion to Lieutenant they shall earn Six thousand five hundred (\$6,500) dollars above a Tier 2 Sergeant.

If Tier 2 Lieutenant is promoted to Captain they shall receive an Increase above Tier 2 Lieutenants of two thousand (\$2,000) dollars.

APPENDIX "B"

UNIFORMS:

The initial uniforms as a Sheriff Department Employee and equipment that was issued and replaced through the employee's career is the only issue for employees covered by this Agreement. The Officers are expected to maintain uniforms in accordance with departmental policy.

The only exception is for the following that shall be issued upon promotion to Lieutenant and/ or Captain:

- Two (2) Long Sleeve Standard Shirts
- Two (2) Short Sleeve Standard Shirts
- Two (2) Breast badges indicating rank
- One (1) Outer Jacket
- One (1) Identification card indicating rank

NOTE: All proper insignia, emblems, flags, and rank designation shall be affixed to the issued shirts and jacket at no cost to the employee.

APPENDIX "C"

DENTAL PROGRAMS:

The Dental Plan Programs are semi-voluntary with the County of Gloucester contributing fixed amount of a total of Thirty-One (\$31) dollars toward the monthly premium regardless of the plan for those employees that receive dental coverage but waive medical and prescription.

The following costs for 2011 to the employee are automatically deducted from their bi-weekly payroll check.

DELTA DENTAL PREMIER PLAN:

	GC Monthly Premium Cost	Cost to Employee
One (1) party	31.50	.50
Two (2) party	58.69	27.29
Three (3) party	107.26	76.26

DELTA CARE/ FLAGSHIP PLAN:

One (1) party	24.17	.00
Two (2) party	46.03	15.03
Three (3) party	74.15	43.15

NOTE:

For contract years 2015 through 2018 upon request by the FOP the County of Gloucester will add an amendment to this Appendix indicating the amount of increased or decreased costs for participation in this dental program.

**RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX
COURT TAX APPEAL COMPLAINTS OF PLAINTIFFS, HURFVILLE, INC. VS.
WASHINGTON TOWNSHIP AND SOUTHWOOD SHOPPING CENTER V.
WEST DEPTFORD TOWNSHIP**

A-4

WHEREAS, the Plaintiff, Hurfville, Inc. v. Washington Township, represented by Richard T. O'Connor, Esq., filed state tax appeals contesting the assessment on the subject property known as Block 194.13, Lot 20, within the Township of Washington; and the Plaintiff, Southwood Shopping Center v. West Deptford Township, represented by Michael A. Vespasiano, Esq., filed state tax appeals contesting the assessment on the subject properties known as Block 356.05, Lot 16; and

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

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

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

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

Block 194.13, Lot 20, Hurfville, Inc. v. Washington Township:

Tax Year	Original Assessment	Requested Tax Court Judgment
2012	\$2,388,900	\$793,050
2013	\$4,757,900	\$1,504,000
2014	\$4,757,900	\$1,550,000
2015	\$4,757,900	\$1,716,840

Block 356.05, Lot 16, Southwood Shopping Center v. West Deptford Township:

Tax Year	Original Assessment	Requested Tax Court Judgment
2011	\$8,165,600	\$6,580,000
2012	\$8,165,600	\$6,000,000
2013	\$8,165,600	\$6,000,000
2014	\$8,165,600	\$5,700,000
2015	\$8,165,600	\$5,500,000

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Tuesday, November 25, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A4

OFFICE OF COUNTY COUNSEL - COUNTY OF GLOUCESTER

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

SOUTHWOOD SHOPPING CENTER,

Plaintiff,

v.

WEST DEPTFORD TOWNSHIP,

Defendant.

TAX COURT OF NEW JERSEY
COUNTY OF GLOUCESTER

Docket No.: 008177-2011
004958-2012
003200-2013
003474-2014

Civil Action

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

STIPULATION OF SETTLEMENT
(Local Property Tax)

1. It is **STIPULATED AND AGREED** that the assessment of the following property be adjusted and a judgment entered as follows:

Block 356.05	Lot 16	Unit Qualifier
Street Address 875 Mantua Pike		Year 2011

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	<u>\$3,864,000</u>	N/A	<u>\$2,415,000</u>
Improvements	<u>\$4,301,600</u>		<u>\$4,165,000</u>
Total	<u>\$8,165,600</u>		<u>\$6,580,000</u>

Block 356.05	Lot 16	Unit Qualifier
Street Address 875 Mantua Pike		Year 2012

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	<u>\$3,864,000</u>	N/A	<u>\$2,415,000</u>
Improvements	<u>\$4,301,600</u>		<u>\$3,585,000</u>
Total	<u>\$8,165,600</u>		<u>\$6,000,000</u>

Block 356.05	Lot 16	Unit Qualifier
Street Address 875 Mantua Pike		Year 2013

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	<u>\$3,864,000</u>	N/A	<u>\$2,415,000</u>
Improvements	<u>\$4,301,600</u>		<u>\$3,585,000</u>
Total	<u>\$8,165,600</u>		<u>\$6,000,000</u>

Block 356.05	Lot 16	Unit Qualifier
Street Address 875 Mantua Pike		Year 2014

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	<u>\$3,864,000</u>	N/A	<u>\$2,415,000</u>
Improvements	<u>\$4,301,600</u>		<u>\$3,285,000</u>
Total	<u>\$8,165,600</u>		<u>\$5,700,000</u>

2. The parties agree that there has been no change in value or municipal wide revaluation or reassessment adopted for the tax year(s) _____ and _____, and therefore agree that the provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall be applicable to the assessment on the property referred to herein for said Freeze Act year(s). No Freeze Act year(s) shall be the basis for application of the Freeze Act for any subsequent year(s).
3. The provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall not apply.
4. The parties acknowledge that the Court may not have jurisdiction over the following provision of this Stipulation of Settlement. However, the parties agree that the assessment shall be as follows:

Block 356.05	Lot 16	Unit Qualifier
Street Address 875 Mantua Pike		Year 2015

	<u>ORIGINAL ASSESSMENT</u>	<u>2015 ASSESSMENT</u>
Land	\$3,864,000 _____	\$2,415,000 _____
Improvements	\$4,301,600 _____	\$3,085,000 _____
Total	\$8,165,600 _____	\$5,500,000 _____

5. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the Stipulation. The Office of Assessment has been consulted by the attorney for the Office of Assessment with respect to this settlement and has concurred.
6. This agreement shall apply to any assignee, tenant and successor in interest of the subject property.
7. No party shall file an appeal for the tax year 2015 for the subject property except to enforce this settlement.
8. Based upon the foregoing, the undersigned represent to the Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.
9. Taxpayer waives interest that may otherwise be payable pursuant to N.J.S.A. 54:3-27.2 and agrees to accept credits against future property taxes in lieu of any refund.

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

LAW OFFICES OF MICHAEL A. VESPASIANO

Dated: _____

MICHAEL A. VESPASIANO, ESQUIRE
Attorney for Plaintiff

COUNTY OF GLOUCESTER

Dated: _____

ERIC M. CAMPO, ESQUIRE
Attorney for Office of Assessment

Dated: _____

ROBYN GLOCKER-HAMMOND
County Tax Assessor

OFFICE OF COUNTY COUNSEL - COUNTY OF GLOUCESTER

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

A-4

HURFVILLE, INC.,	:	TAX COURT OF NEW JERSEY
	:	COUNTY OF GLOUCESTER
Plaintiff,	:	Docket No.: 002441-2014
v.	:	011562-2013
	:	006251-2012
TOWNSHIP OF WASHINGTON,	:	<i>Civil Action</i>
Defendant.	:	Honorable Patrick DeAlmeida, P.J.T.C.
	:	STIPULATION OF SETTLEMENT
	:	<i>(Local Property Tax)</i>

1. It is **STIPULATED AND AGREED** that the assessment of the following property be adjusted and a judgment entered as follows:

Block	Lot	Unit Qualifier
194.13	20	
Street Address		Year
200 Hurfville Road		2012
	Original Assessment	County Tax Board Judgment
Land	\$1,461,900	N/A
Improvements	\$ 927,000	
Total	\$2,388,900	Requested Tax Court Judgment
		\$340,480
		\$452,570
		\$793,050

Block 194.13	Lot 20	Unit Qualifier	
Street Address 200 Hurville Road		Year 2013	
	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	\$2,125,200	\$2,125,200	\$ 605,226
Improvements	\$2,632,700	\$2,632,700	\$ 898,774
Total	\$4,757,900	\$4,757,900	\$1,504,000

Block 194.13	Lot 20	Unit Qualifier	
Street Address 200 Hurville Road		Year 2014	
	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	\$2,125,200	N/A	\$ 610,958
Improvements	\$2,632,700		\$ 939,042
Total	\$4,757,900		\$1,550,000

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

Block 194.13	Lot 20	Unit Qualifier	
Street Address 200 Hurville Road		Year 2015	
	ORIGINAL ASSESSMENT	2015 ASSESSMENT	
Land	\$2,125,200	\$ 614,242	
Improvements	\$2,632,700	\$1,102,598	
Total	\$4,757,900	\$1,716,840	

3. ■ The parties agree that there has been no change in value or municipal wide revaluation or reassessment adopted for the tax year 2014 and 2015, and therefore agree that the provisions of *N.J.S.A. 54:51A-8* (Freeze Act) shall be applicable to the assessment on the property referred to herein for said Freeze Act year(s). No Freeze Act year(s) shall be the basis for application of the Freeze Act for any subsequent year(s).

4. The provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall not apply.
5. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the Stipulation. The Office of Assessment has been consulted by the attorney for the Office of Assessment with respect to this settlement and has concurred.
6. This agreement shall apply to any assignee, tenant and successor in interest of the subject property.
7. No party shall file an appeal for the tax year 2015 for the subject property except to enforce this settlement.
8. Based upon the foregoing, the undersigned represent to the Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.
9. Taxpayer waives interest that may otherwise be payable pursuant to N.J.S.A. 54:3-27.2 and shall be adjusted to settlement net of interest.
10. Property owner shall be entitled to a refund of \$120,990.98 payable within sixty (60) days of Judgment, which payment is set forth hereinafter in the Satisfaction of Refund provisions of paragraph eleven. This refund check shall be made payable to "Trust Account of O'Connor and O'Connor, attorneys for Hurville, Inc.
11. It is further **STIPULATION AND AGREED** that the Tax Analysis shall be as follows:

<u>2012 ASSESSMENT</u>			
<u>Original Assessment</u>			
Land	\$1,461,900	Taxes	\$126,611.70
Improvements	<u>\$927,000</u>	Rate	\$5.30/per \$100
TOTAL	\$2,388,900		
<u>New Assessment</u>			
Land	\$340,480	Taxes	<u>-\$42,031.65</u>
Improvements	<u>\$452,570</u>		
TOTAL	\$793,050		

2012 "REFUND" AMOUNT	<u>\$84,580.05</u>
-----------------------------	---------------------------

<u>2013 ASSESSMENT</u>			
<u>Original Assessment</u>			
Land	\$2,125,200	Taxes	\$157,153.44
Improvements	<u>\$2,632,700</u>	Rate	\$3.303/per \$100
TOTAL	\$4,757,900		

<u>New Assessment</u>			
Land	\$605,226	Taxes	<u>-\$49,677.12</u>
Improvements	<u>\$898,774</u>		
TOTAL	\$1,504,000		
2013 "REFUND" AMOUNT		<u>\$107,476.32</u>	

<u>2014 ASSESSMENT</u>			
<u>Original Assessment</u>			
Land	\$2,125,200	Taxes	\$160,721.86
Improvements	<u>\$2,632,700</u>	Rate	\$3.378/per \$100
TOTAL	\$4,757,900		

<u>New Assessment</u>			
Land	\$610,958	Taxes	\$52,359.00
Improvements	<u>\$939,042</u>	Amount Paid	<u>-\$39,288.36</u>
TOTAL	\$1,550,000	NET OWED	\$13,070.64
2014 AMOUNT OWED BY TAXPAYER		<u>\$13,070.00</u>	

<u>2015 ASSESSMENT</u>		
<u>New Assessment</u>		
Land	\$ 614,242	Taxes \$57,994.85 *
Improvements	<u>\$1,102,598</u>	(*Based on 2014 Tax Rate and Subtracted from Refund as per below)
TOTAL	\$1,716,840	
TOTAL POTENTIAL REFUND		\$192,056.37

<u>SATISFACTION OF REFUND</u>		
Potential Refund	\$192,056.37	
Less	- \$57,994.85	(2015 Estimate Taxes)*
Less	- \$13,070.64	(2014 Taxes Owed) (Interest For 2014)**
REFUND	\$120,990.88	
*The 2015 calculation is based on the 2014 tax rate; therefore, if rate increases, property owner will pay any increase on November 1, 2015. If rate goes decreases, property owner will receive a credit in January 2016.		
**Waived by parties and calculated as part of a refund for settlement purposes.		

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

Dated: _____

RICHARD T. O'CONNOR, ESQUIRE
Attorney for Plaintiff

COUNTY OF GLOUCESTER

Dated: _____

ERIC M. CAMPO, ESQUIRE
Attorney for Office of Assessment

Dated: _____

ROBYN GLOCKER-HAMMOND
County Tax Assessor

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**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH
CAMDEN COUNTY FOR HOUSING GLOUCESTER COUNTY ADULT
FEMALES FROM SEPTEMBER 1, 2014 TO AUGUST 31, 2016**

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

WHEREAS, the County of Gloucester recognizes the essential necessity of promoting public safety and has determined that the Camden County Correctional Facility has the capacity to provide safe, cost effective housing for a portion of the Gloucester County female inmate population while complying with all legal requirements for the detention and incarceration of female inmates; and

WHEREAS, the parties have negotiated terms wherein Gloucester County shall pay to Camden County a per diem fee for each housed female inmate commencing September 1, 2014 in the amount of One Hundred (\$100.00) Dollars per day through August 31, 2016; and

WHEREAS, Gloucester County is not obligated to supply or pay for a minimum number of female inmates under this open ended agreement, therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to a Shared Services Agreement between the County of Gloucester and the County of Camden for female inmate detention and incarceration commencing September 1, 2014 at a per diem fee for each housed female inmate in the amount of One Hundred (\$100.00) Dollars per day through August 31, 2016; and

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

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Tuesday, November 25, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

SHARED SERVICES AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

COUNTY OF CAMDEN, NEW JERSEY

FOR THE PROVISION OF FEMALE INMATE FACILITIES

Dated: September 1, 2014

Matthew P. Lyons,
Gloucester County Counsel

Reviewed and revised _____
Camden County Counsel

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SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT ("Shared Services Agreement"), is dated this 1st day of September, 2014, by and between the County of Camden, a body politic and corporate of the State of New Jersey (hereinafter "Camden County"), and the County of Gloucester, a body politic and corporate of the State of New Jersey (hereinafter "Gloucester County").

RECITALS

1. Gloucester County is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, New Jersey 08096; and
2. Camden County is a body politic and corporate of the State of New Jersey with main offices located at 520 Market Street, Camden, New Jersey 08103; and
3. Gloucester County recognizes the essential purpose of promoting public safety while providing the best care and conditions for females detained in the Gloucester County Jail (hereinafter referred to as "female inmates"); and
4. The Camden County Jail has the capacity to house female inmates for Gloucester County; and
5. Providing for the detention of Gloucester County's female inmates in the Camden County Jail will result in a more economical operation of the Camden County Jail and significant cost savings to Gloucester County, through the sharing of the facility and detention staff and the payment of reasonable fees to Camden County for the Gloucester County female inmates detained at the Camden County Jail; and
6. The reasonably close proximity of the Camden County Jail to the Gloucester County Seat and many other larger population centers in Gloucester County makes regionalization in these circumstances reasonable and efficient; and
7. N.J.S.A. 40A:65-1 et seq., specifically authorizes local government units, including counties and municipalities, to enter into shared services agreements.

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

AGREEMENT

A. DESCRIPTION OF THE PROJECT AND THE SERVICES.

- I. Consistent with the terms of this Agreement, Gloucester County shall transport to the Camden County Jail and Camden County shall accept from Gloucester County, Gloucester County's female inmates for housing at the Camden County Jail, in

accordance with any and all applicable Federal and State statutes, rules and regulations for the maintenance and operation of New Jersey county jails.

II. Camden County shall only accept female inmates meeting classifications that are available at the Camden County Jail at the time the transfer is requested. When a transfer request is made, Camden County will offer to Gloucester County whatever mix of classifications may be available. Camden County will strive to accommodate all transfer requests consistent with the provisions of this Agreement. Any transfer female inmates shall be admitted by Gloucester through Salem County prior to transfer to Camden.

III. Camden County shall accept (roll over) female inmates who have been initially booked and processed in Camden County on charges in both counties who subsequently have their Camden charges resolved, but still have pending Gloucester County charges.

IV. Camden County shall provide to Gloucester County Twelve (12) hours notice when seeking to return for cause any female inmate to Gloucester County.

B. DURATION OF AGREEMENT.

This Agreement shall be effective for the initial period commencing on or about September 1, 2014, and concluding on or about August 31, 2016. Either party may terminate this agreement for any reason by providing 180 days written notice to the other party as follows:

As to Gloucester County: Office of the Gloucester County Counsel, Two South Broad Street, Woodbury, New Jersey 08096. As to Camden County: Office of the Camden County Counsel, 520 Market Street, 14th Floor, Camden, New Jersey 08102.

C. FEES.

I. Gloucester County shall pay to Camden County a per diem fee for each housed female inmate in the amount of One Hundred (\$100.00) dollars per day but in no event less than the per diem being charged by Salem County to Gloucester County for the housing of female inmates. The parties agree that Gloucester County is not obligated to pay for a minimum number of housed female inmates. Camden County will submit an invoice to Gloucester County each month for the housing fee plus any reimbursable expenses incurred by Camden County pursuant to this agreement. The Gloucester County female inmates will be listed individually with their length of stay on a Gloucester County voucher. Gloucester County will place the voucher on its agenda for payment at its next bill-paying meeting, and thereafter make payment to "Camden County Treasurer."

II. The County of Camden charges every inmate a weekly "User Fee" of \$35.00. Each female inmate transferred from Gloucester County and housed at the Camden County Jail shall be assessed the weekly "User Fee". Camden County shall waive the first week's fee and shall charge \$35.00 per week thereafter.

III. In addition to the User Fee, female inmates housed at the Camden County Jail shall be assessed a \$10.00 co-pay for every on-site medical visit.

D. MEDICAL TREATMENT.

I. Camden County shall cause to be provided to Gloucester County female inmates all ordinary medical treatment as part of the services provided pursuant to this contract. There will be no charge to Gloucester County for such routine medical care provided on-site.

II. Camden County shall also cause to be provided to Gloucester County female inmates any necessary care from hospitals and/or emergency providers. The cost for all necessary medical care provided off-site shall be the responsibility of Gloucester County. In this regard, Gloucester County shall provide to Camden County's Healthcare Provider a list of preferred medical care providers and Camden County shall make all reasonable efforts to accommodate Gloucester County. Camden County will direct all off-site medical providers to bill Gloucester County directly for any medical costs.

III. For all necessary emergency off-site medical care, Camden County shall transport Gloucester County female inmates to the nearest medical facility.

IV. All non-formulary medications prescribed to Gloucester County female inmates shall be submitted to Gloucester County for payment.

V. All costs associated with methadone treatment for Gloucester County female inmates shall be submitted to Gloucester County for payment.

VI. Camden County shall notify the designated Gloucester County Warden by telephone of any occurrence of a medical emergency or other crisis situation (such as suicide attempt; escape or escape attempt; illness; or the like) involving a Gloucester County female inmate. Camden County shall thereafter provide a written report of the incident to the Gloucester County Warden.

E. PROVISION OF NECESSARY INFORMATION.

Gloucester County shall furnish to Camden County, on such forms as Camden County may require, all information reasonably necessary for Camden County to accept, admit and process the Gloucester County female inmates.

F. SERVICES.

Camden County will provide to all Gloucester County female inmates all services that may be required by Federal and State law, and which Camden County provides to its female inmates detained in the Camden County Jail.

G. TRANSPORTATION.

I. Gloucester County shall be responsible for all transportation costs and arrangements for the Gloucester County female inmates to and from Camden County, as well as for transportation for any required court appearances, scheduled medical appointments or any other usual or required inmate transportation. To the fullest extent possible, non-emergent transportation will be scheduled between the parties' Corrections Departments in an attempt to minimize transportation costs. Camden County shall provide any necessary transportation for a Gloucester County female inmate in the event of a medical emergency or other exigent circumstance.

II. In the event of a medical emergency, Camden County shall transport a Gloucester County female inmate to the nearest medical facility and shall provide up to four (4) hours supervision. Thereafter, responsibility for supervision shall be borne by Gloucester County. At the conclusion of the four (4) hour period, and at the option of Gloucester County, Camden County shall continue to provide supervision and will bill Gloucester County for all associated costs. All supervision provided by Camden County shall be billed at the rate of at least 1 & ½ (one and one half times) the hourly rate of the officer(s) providing the required supervision.

III. Gloucester County shall provide transportation for Gloucester County female inmates for all routine off-site medical appointments.

IV. Camden County will have Gloucester County female inmates available for transport by Gloucester County no later than 5:00 A.M. the day of court appearances.

H. VISITATION.

Visitation with Gloucester County female inmates shall be permitted by the Camden County Jail in accordance with its rules and regulations governing visitation of female inmates.

I. LIMITATION OF DELEGATION.

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

Neither Gloucester County nor Camden County intends by this Agreement to create any agency relationship other than that which may be specifically required by the Shared Services Agreement Act for the limited purpose of the providing of services by Camden County pursuant to this Agreement.

J. INDEMNIFICATION.

Gloucester County shall defend, indemnify and hold harmless Camden County, its officers, agents and employees from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with Gloucester County's intentional or negligent acts or omissions in connection with this agreement.

Camden County shall defend, indemnify and hold harmless Gloucester County, its officers, agents and employees from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with Camden County's intentional or negligent acts or omissions in connection with this agreement.

K. COMPLIANCE WITH LAWS AND REGULATIONS.

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

L. INSURANCE.

At all times during the term of this Shared Services Agreement, Camden shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, law enforcement, all-risk and comprehensive general liability insurance with respect to the services to be performed pursuant to this Agreement, and shall provide that Gloucester County be named as an additional insured. Camden County shall deliver to Gloucester County a certificate of such insurance prior to the commencement of services.

M. REMEDIES.

In the event of a controversy or dispute between the parties every effort will be made to resolve the controversy or dispute. Good faith attempts at resolution will include discussions between the two parties without the intervention of a third party.

If the dispute cannot be settled through direct discussions, the parties agree to endeavor to next attempt to settle the dispute by mediation administered by the American Arbitration Association under its applicable mediation procedures before resorting to any other remedy. Any unresolved controversy or claim arising from or relating to this contract shall be settled by arbitration administered by the American Arbitration Association in accordance with its applicable arbitration rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

N. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

In the event that any agreement which is contained in this Shared Services Agreement should be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

O. NO PERSONAL LIABILITY.

No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of Camden or Gloucester, in his or her individual capacity, and neither the officers, agents or employees of Camden or Gloucester nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

P. VIDEO COURT FACILITIES.

Camden County will provide to Gloucester County space within the Camden County jail facilities sufficient to facilitate the conducting of video court for Gloucester County female inmates, including space for the placement of video equipment, fax machines, telephones and any other necessary equipment. All costs for such equipment, including its installation, will be the responsibility of Gloucester County.

Q. PRISON RAPE ELIMINATION ACT (PREA).

1. 28 C.F.R. Part 115.112 – Contracting with our entities for the confinement of detainees.

(a) A law enforcement agency that contracts for the confinement of its lockup detainees in lockups operated by private agencies or other entities, including other governmental agencies, shall include in any new contract or contract renewal the entity's obligation to adopt and comply with the PREA standards.

2. 28 C.F.R. Part 115.113 – Supervision and monitoring.

(a) For each lockup, the agency shall develop and document a staffing plan that provides for adequate levels of staffing, and, where applicable, video monitoring, to protect detainees against sexual abuse. In calculating adequate staffing levels and determining the need for video monitoring, agencies shall take into consideration;

(1) The physical layout of each lockup;

(2) The composition of the detainee population;

(3) The prevalence of substantiated and unsubstantiated incidents of sexual abuse;

and

(4) Any other relevant factors.

(b) In circumstances where the staffing plan is not complied with, the lockup shall document and justify all deviations from the plan.

(c) Whenever necessary, but no less frequently than once each year, the lockup shall assess, determine, and document whether adjustments are needed to:

(1) The staffing plan established pursuant to paragraph (a) of this section;

(2) Prevailing staffing patterns.

(3) The lockup's deployment of video monitoring systems and other monitoring technologies; and

(4) The resources the lockup has available to commit to ensure adequate staffing levels.

(d) If vulnerable detainees are identified pursuant to the screening required by § 115.141, security staff shall provide such detainees with heightened protection, to include continuous direct sight and sound supervision, single-cell housing, or placement in a cell actively monitored on video by a staff member sufficiently proximate to intervene, unless no such option is determined to be feasible.

R. EVACUATION PROCEDURES.

In the event of an emergency that requires the evacuation of the inmates from the Camden Correctional Facility, Camden is responsible for evacuating the Gloucester County inmates as well as Camden County inmates.

S. MISCELLANEOUS.

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
3. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
4. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with

respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.

5. **Further Assurances and Corrective Instruments.** Camden and Gloucester shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.
 6. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
 7. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
 8. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.
- T. **EFFECTIVE DATE.** This Agreement shall be effective as of this 1st day of September, 2014, which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties to this Shared Services Agreement.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

COUNTY OF CAMDEN

MARIANNE DIPIERO, CLERK

LOUIS CAPPELLI, JR., DIRECTOR

B-1

RESOLUTION AUTHORIZING A LICENSE AGREEMENT BETWEEN THE COUNTY AND THE DELAWARE RIVER PORT AUTHORITY FOR THE INSTALLATION OF PUBLIC SAFETY COMMUNICATIONS ANTENNA AND RELATED NECESSARY EQUIPMENT AT THE RADIO TOWER LOCATED AT THE BASE OF THE COMMODORE BARRY BRIDGE IN LOGAN TOWNSHIP, NEW JERSEY

WHEREAS, the County has a need for the installation of public safety communications antennas and related necessary equipment at the Delaware River Port Authority radio tower site located at the base of the Commodore Barry Bridge in Logan Township, New Jersey; and

WHEREAS, the County will be installing the public safety communications antennas and necessary equipment at said location; and

WHEREAS, in order to formalize the above installation and services the County and the Delaware River Port Authority shall enter into a License Agreement at no cost to the County; and

WHEREAS, the term is for a period of twenty (20) years from the date of execution, the Delaware River Port Authority shall have the option to extend, in its sole discretion, for an additional period five (5) years upon written request from the County; and

WHEREAS, the execution of this License Agreement is in the best interest of the residents of Gloucester County to better service and communicate public safety communications for a more readily response to emergency situations; and

WHEREAS, the Delaware River Port Authority has passed a resolution authorizing the License Agreement and said resolution was approved on May 22, 2014.

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 a License Agreement to promote the installation of public safety communications, antennas, and related equipment at the Delaware River Port Authority radio tower site, located at the base of the Commodore Barry Bridge in Logan Township, New Jersey.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, November 25, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

B-1

LICENSE AGREEMENT

THIS AGREEMENT made effective this ____ day of _____, 2014, by and between the DELAWARE RIVER PORT AUTHORITY, a bi-state, public corporate instrumentality of the Commonwealth of Pennsylvania and the State of New Jersey approved by the United States Congress and performing essential governmental functions, with its main office at One Port Center, 2 Riverside Drive, Camden, New Jersey 08103 (hereinafter referred to as the "DRPA") and the COUNTY OF GLOUCESTER, a body politic and corporate of the State of New Jersey, at 2 South Broad Street, Woodbury, New Jersey 08096 (hereinafter referred to as the "COUNTY").

WITNESSETH

WHEREAS, the DRPA owns a radio tower located at the base of the Commodore Barry Bridge in Logan Township, New Jersey (the "**Premises**"); and

WHEREAS, in order to provide needed coverage for its public safety radio network, COUNTY desires to install certain equipment including a maximum of five (5) Omni directional antennas and two (2) microwave dishes on the radio tower, and an emergency diesel generator with above ground fuel storage ("County Equipment") in the fenced area at the base of the tower; and

WHEREAS, the COUNTY also requires access to the Premises in order to install and maintain its equipment; and

WHEREAS, DRPA by way of Board Resolution DRPA-14-067 dated May 22, 2014, attached hereto as Exhibit "A" and incorporated herein, has agreed to provide the COUNTY with a nonexclusive license to install County Equipment on the Premises and for ingress to and egress from the Premises for the placement and maintenance of the equipment;

NOW THEREFORE, incorporating the foregoing recital of facts and in consideration of the mutual promises contained herein, the parties agree as follows:

A. RIGHT OF ENTRY AND USE

1. DRPA does hereby grant to COUNTY a right of ingress and egress, along with a nonexclusive license to use the DRPA's radio tower located at the base of the Commodore Barry Bridge in Logan Township, New Jersey (the "**Premises**"), for the sole purpose of installing and maintaining certain equipment including a maximum of five (5) Omni directional antennas and two (2) microwave dishes on the radio tower, and an emergency diesel generator with above ground fuel storage ("County Equipment") in the fenced area at the base of the tower. COUNTY, its employees, agents, representatives, contractors or invitees, including utility providers, or the respective successors and assigns (collectively, the "**County Using Parties**") shall only use the Premises to locate and maintain the above described equipment on the Premises and for no other purposes whatsoever.
2. DRPA hereby also grants a license for the purposes of ingress and egress of vehicles and persons to access the Premises to install and maintain the equipment, but for no other purposes whatsoever.

3. COUNTY shall be solely responsible for the design, construction, maintenance, repair and replacement of their equipment at the Premises. DRPA makes no representations or warranties regarding the Premises, or its suitability for the use intended by the COUNTY.
4. COUNTY and its contractors and agents shall conduct all activities permitted under this License Agreement during normal business hours and at other reasonable times subject to approval by DRPA, and shall not disrupt the normal operations of the DRPA. Unless emergent access to the Premises is warranted, the COUNTY shall notify the DRPA at least 24 hours prior to each entry onto the Premises, including the anticipated time of entry, the duration of the particular entry, the activity the COUNTY will be conducting during such entry, and the identity of the firm, company or persons who will conduct such activity. Such notice shall be provided to Daniel Auletto at 856-241-4834 or djauletto@drpa.org, or to others as the DRPA may direct.
5. COUNTY understands that the entry to the Premises will be locked at all times and that DRPA must be notified in order for COUNTY and County Using Parties to gain access to the Premises.
6. COUNTY shall perform any installation, work, physical inspections or tests of the Premises permitted hereunder, in accordance with all applicable law, and in a professional and workmanlike manner, and shall otherwise comply with all applicable federal, state and local laws, statutes, ordinances and regulations. The COUNTY shall obtain all permits and approvals that may be necessary to perform any such installation, work, physical inspections or tests, copies of which shall be provided to the DRPA prior to such work, inspection or testing.
7. COUNTY shall not permit any claim, lien or any other encumbrance arising from the performance of any work or the exercise of its rights hereunder to accrue against or attach to the Premises. If any such claim, lien or encumbrance does so attach, then the COUNTY shall discharge or bond the same within ten (10) days following notice of such condition, and if the COUNTY fails to do so within said ten (10) days, then the DRPA may discharge or bond the same with the costs thereof, including attorney fees, to be borne by the COUNTY.
8. COUNTY shall be solely responsible for all claims made by COUNTY'S contractors, vendors, employees and agents arising from any injury or damages while on the Premises, or performing work or activities related to the premises, or for any cause whatsoever that may arise by reason of the relationship created between COUNTY and its contractors, vendors, employees and agents. COUNTY shall be solely responsible for all obligations to any of its contractors, vendors, employees and agents.
9. The County Using Parties shall: (a) not interfere in any manner and at any time with the DRPA's use of the Premises; (b) at its sole cost and expense, immediately repair any damage to any part of the Premises, returning such damaged portion of the Premises to the state it was in prior to such damage; and (c) not injure or otherwise cause bodily harm to the DRPA, its agents, contractors, employees or any other person(s) present at the Premises or on DRPA Property adjacent thereto.

10. In exercising its rights under this Agreement, COUNTY agrees that it shall not bring or cause to be brought on the Premises any explosives, stored gasoline, tanks containing liquefied petroleum gas or butane gas or any other materials which might create an explosion, fire, or health hazard on said Premises or pose a danger to persons or property. This exclusion shall not apply, however, to fuel located in the fuel storage tank for COUNTY's emergency diesel generator or the fuel tanks of motor vehicles.
11. The County Using Parties, individually and collectively, shall enter onto the Premises at their own risk. DRPA makes no representations or warranties regarding the condition or safety of the Premises or DRPA Property adjacent thereto. COUNTY is solely responsible and assumes all risk for the safety and security of persons and property that enter onto the Premises pursuant to this Agreement. DRPA shall have no responsibility or liability in this regard, including but not limited to that associated with assault, battery, robbery, theft, vandalism, damage, destruction, or falling debris.

B. LIMITATION ON LICENSE.

1. The County Using Parties shall NOT use the Premises or any other part of the DRPA Property as a parking lot, a storage area (excepting as described herein), or for any other purposes whatsoever except as permitted herein. The Premises is to be used by COUNTY solely to locate and maintain the equipment described in Section A, Paragraph 1, and for ingress to and egress from the Premises, and for no other purpose whatsoever. COUNTY shall exercise due care in the use of the DRPA Property.
2. This License does not grant COUNTY any rights pertaining to: the air above the Premises, the sub-surface of the Premises, or adjacent DRPA property.
3. DRPA continues to have the right to enter onto the Premises for any purpose, including but not limited to enlarging, increasing, repairing, replacing and maintaining utility lines and systems servicing the premises and adjacent DRPA Property to the extent that any presently run below the surface of the Premises. In the event that any work performed by or on behalf of the DRPA shall disturb the surface of the Premises to the extent that such work makes ingress or egress from the Premises impossible, the DRPA shall as soon as reasonably practical return the surface of the Premises to a condition useable for access by COUNTY. Disruption of COUNTY's use of the Premises during any such work shall not be a breach of this License Agreement, and COUNTY shall not be entitled to and DRPA will not pay COUNTY any damages as a result of such disruption.
4. DRPA retains the right to place its own or third party owned banners, signs, communication devices and modalities, and other instrumentalities on or in the Premises and adjacent DRPA Property as DRPA may from time to time desire, provided however, that doing so shall not interfere with the proper functioning of the COUNTY's equipment on the Premises.
5. DRPA shall have the right, at its sole discretion and at any time, to replace all or any part of the Premises or substitute a comparable route for ingress to and egress from the Premises.

DRPA shall notify COUNTY of such changes in writing. There shall be no consideration due to COUNTY for any such amendments.

C. MAINTENANCE AND REPAIR

1. COUNTY shall at all times maintain the Premises in good repair, and secured as may be required. DRPA shall be under no obligation for snow removal or paving the Premises. Furthermore, in the event that COUNTY causes any damage to the Premises because of COUNTY's use or otherwise, COUNTY shall bear the cost and expense of restoring the Premises to its condition prior to such damage or alteration. The DRPA shall have the right to either repair the damage and then charge COUNTY for the cost and expense, or to obtain estimates for the cost of repair and invoice COUNTY before repairs are made or completed.
2. DRPA shall generally maintain DRPA Property other than the Premises. However, notwithstanding the DRPA's obligation to generally maintain DRPA Property, in the event that the COUNTY causes any damage to, or alters in any material way DRPA Property because of the COUNTY's use for access, egress or otherwise, the COUNTY shall bear the cost and expense of restoring the damaged DRPA Property to its condition prior to such damage or alteration. The DRPA shall have the right to (1) repair the damage and then charge the COUNTY for the cost and expense, (2) obtain estimates for the cost of repair and invoice the COUNTY before repairs are made or completed.

D. TERM OF LICENSE

The Premises will be available to COUNTY for the purpose set forth herein for a period of twenty (20) years from the date of execution of this Agreement. DRPA shall have the option, in its sole discretion, to extend the Agreement for an additional period of five (5) years upon written request from COUNTY not later than ninety (90) days prior to the expiration of the then-current term.

E. INDEMNIFICATION

COUNTY agrees to defend, indemnify and protect and hold harmless the DRPA, its officers, commissioners, directors, members, agents, servants and employees from and against any and all suits, claims, liabilities, losses, judgments, demands and damages arising from claims by third parties, of whatsoever kind or nature, including, but not limited to, reasonable expenditures for and costs of investigations, hiring of expert witnesses, court costs, counsel fees, settlements, judgments or other expenses recoverable under applicable law, which may be suffered by or accrue against, be charged to or recoverable from the DRPA, its officers, commissioners, directors, members, agents, servants and employees regardless of whether a suit has been filed or initiated but only upon receipt of a written notice alleging a wrongful act (collectively "Claims") to the extent arising from the negligent performance of the services provided under this Agreement. This includes but is not limited to Claims caused in part by the DRPA, its officers, commissioners, directors, members, agents, servants and employees or which are based on strict liability. COUNTY also agrees to indemnify, defend and save harmless the DRPA, its commissioners, directors, officers, members, agents, servants and employees from all Worker's Compensation Acts,

Disability Benefit Acts or other employee benefit acts claims, losses, liabilities, judgments and demands which arise from the performance of work or/and services under this Agreement. COUNTY explicitly and unequivocally agrees to indemnify and defend DRPA, its officers, commissioners, directors, members, agents, servants and employees, against allegations of loss, injuries and damages by COUNTY's employees or County Using Parties' employees, notwithstanding any Workers' Compensation Act provisions, law or regulations to the contrary. However, the COUNTY shall not be required to defend or indemnify the DRPA, its officers, commissioners, directors, members, agents, servants and employees for that portion of any claim, suit, action, damage or cost which is caused solely by the negligent act or omission of the DRPA, its officers, commissioners, directors, members, agents, servants and employees.

The defense and indemnification obligations shall arise the moment a Claim is brought against the DRPA, its officers, commissioners, directors, members, agents, servants and employees or the moment the DRPA receives notice of the Claim, upon timely written notice and receipt by the COUNTY. The obligations of the COUNTY shall survive the termination of this Agreement or the completion by the COUNTY of its obligations under this Agreement.

F. INSURANCE

COUNTY is required to maintain insurance covering applicable risks of loss in accordance with the Certificates of Insurance on file dated September 22, 2014 and September 29, 2014, and accepted by the DRPA Office of Risk Management and attached hereto as Exhibit "B".

G. NOTICES

All notices and communications required to be given pursuant to this Agreement, including a change of address for purposes of such notices and communication, shall be in writing and shall be deemed given and received upon personal delivery (which shall include delivery by commercial overnight courier) or three (3) days after deposit in the United States Mail, certified, return receipt requested, postage prepaid and addressed as follows:

DRPA: Delaware River Port Authority
One Port Center, 10th Floor
2 Riverside Drive,
Camden, NJ 08103
Attention:

or

Delaware River Port Authority
P.O. Box 1949
Camden, NJ 08101-1949
Attention:

with copy to

Danielle McNichol, Esquire
General Counsel
Delaware River Port Authority
One Port Center, 10th Floor
2 Riverside Drive
Camden, NJ 08103

or

Danielle McNichol, Esquire
General Counsel
Delaware River Port Authority
P.O. Box 1949
Camden, NJ 08101-1949

COUNTY: County of Gloucester
Emergency Response Coordinator
1200 N. Delsea Drive
Clayton, NJ 0312

H. AMENDMENTS AND MODIFICATIONS

Except as provided in Section B. Paragraph 5 herein, this Agreement may not be modified or amended without the written consent of both parties.

I. ASSIGNMENT

The rights granted under this Agreement shall not be assigned or sub-licensed by COUNTY without the prior written approval of DRPA.

J. GOVERNING LAW

This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of New Jersey. Any dispute arising out of this Agreement, whether directly or indirectly, shall be venued in the Superior Court of New Jersey, County of Gloucester or Federal District Court, New Jersey, Camden Vicinage.

However, by entering into this Agreement, DRPA does not consent, either expressly or impliedly, to the jurisdiction or application of any laws, regulations, procedures or requirements of any governmental, quasi-governmental or other political entity which would otherwise not be applicable to the DRPA.

K. INCIDENT REPORTING

Any and all accidents or injuries to persons or property, or other damages of any type, occurring as a result of COUNTY's use of the Premises shall be reported promptly to the DRPA. Such reports should be made to the DRPA at Daniel Auletto, Bridge Director, Commodore Barry Bridge, Telephone #856-241-4834, email: djauletto@drpa.org, or to others as the DRPA may direct.

L. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties and shall be binding on their respective executors, administrators, legal representatives, successors, and assigns.

M. WAIVER

A waiver by any party of a breach or default by the other party of any provision of this Agreement shall not be deemed a waiver of future compliance therewith, and such provisions shall remain in full force and effect.

N. CAPTIONS

All headings preceding the text of the several sections and paragraphs hereof are inserted solely for the convenience and reference of the parties and shall not constitute a part of this Agreement, nor shall they affect their meaning or interpretation thereof.

O. SEVERABILITY

If any provision of this Agreement shall be invalid or unenforceable, in whole or in part, such provision and this Agreement shall be deemed and construed to be modified or restricted to the extent that and in the manner necessary to render the same valid and enforceable, or shall be deemed excised from this Agreement as the case may require.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties hereto have caused this *AGREEMENT* to be duly executed, effective as of the day and year first above written.

ATTEST:

DELAWARE RIVER PORT AUTHORITY

By: _____
JOHN T. HANSON
Chief Executive Officer

COUNTY OF GLOUCESTER

By: _____
Name: Robert M. Damminger,
Title: Freeholder Director

Reviewed by DRPA Office of
General Counsel and
Approved as to Legal
Form.

EXHIBIT A
DRPA BOARD RESOLUTION AND SUMMARY STATEMENT

SUMMARY STATEMENT

ITEM NO.: DRPA-14-067

SUBJECT: The Gloucester County
Department of Emergency Response

COMMITTEE:

Operations and Maintenance

COMMITTEE MEETING DATE:

May 7, 2014

BOARD ACTION DATE:

May 22, 2014

PROPOSAL: That the Board authorize staff to negotiate and enter into an Agreement with the County of Gloucester, Department of Emergency Response.

PURPOSE: The County of Gloucester requests permission from the Delaware River Port Authority for the use of the radio tower at the base of the Commodore Barry Bridge in Logan Township, New Jersey. This location provides needed coverage for their Public Safety Radio Network.

BACKGROUND: The County of Gloucester wishes to install a shelter not to exceed 10' x 16' and an emergency diesel generator with above-ground fuel storage for use in the event of a utility outage in the fenced area at the base of the tower. On the tower, a maximum of five (5) Omni directional antennas and two (2) microwave dishes would be installed. Each antenna will have a transmission line associated with it.

The County of Gloucester would assume all financial responsibility for the cost of construction, operation and maintenance of this radio site. This includes but is not limited to, installation of the electrical service, the shelter, generator and all tower work. Should the DRPA grant permission, a structural analysis will be performed to verify the wind loading of the tower. If warranted, the County will upgrade the tower to meet specifications.

**SUMMARY STATEMENT
O&M 5/7/2014**

**The Gloucester County
Department of Emergency Response**

SUMMARY:	Amount:	\$0
	Source of Funds:	N/A
	Capital Project #:	N/A
	Operating Budget:	\$0
	Master Plan Status:	N/A
	Other Fund Sources:	N/A
	Duration of Contract:	N/A
	Other Parties Involved:	N/A

RESOLUTION

RESOLVED: That the Board authorize staff to negotiate and enter into an Agreement with the County of Gloucester permitting them to install and maintain a shelter not to exceed 10' x 16' and an emergency diesel generator with above-ground fuel storage for use in the event of a utility outage in the fenced area at the base of the tower. On the tower, a maximum of five (5) Omni directional antennas and two (2) microwave dishes would be installed. Each antenna will have a transmission line associated with it.

RESOLVED: **RESOLVED:** The Chairman, Vice Chairman and the Chief Executive Officer must approve and are hereby authorized to approve and execute all necessary agreements, contracts, or other documents on behalf of the DRPA. If such agreements, contracts, or other documents have been approved by the Chairman, Vice Chairman and Chief Executive Officer and if thereafter either the Chairman or Vice Chairman is absent or unavailable, the remaining Officer may execute the said document(s) on behalf of DRPA along with the Chief Executive Officer. If both the Chairman and Vice Chairman are absent or unavailable and if it is necessary to execute the said document(s) while they are absent or unavailable, then the Chief Executive Officer shall execute such documents on behalf of DRPA

SUMMARY:

Amount:	\$0
Source of Funds:	N/A
Capital Project #:	N/A
Operating Budget:	\$0
Master Plan Status:	N/A
Other Fund Sources:	N/A
Duration of Contract:	N/A
Other Parties Involved:	N/A

EXHIBIT B
COUNTY'S CERTIFICATE(S) OF INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policie(s) must be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Conner Strong & Buckelew MEL/JIF Underwriting Unit 9 Campus Drive, Suite 16 Parsippany, NJ 08754	CONTACT NAME: Joseph P Hrubash PHONE (A/C, No Ext): (973) 659-6577 FAX (A/C, No Ext) (956) 830-1455 EMAIL ADDRESS: jhrubash@connerstrong.com
	INSURERS AFFORDING COVERAGE INSURER A: Gloucester County Insurance Commission INSURER B: New Jersey Counties Excess JIF INSURER C: Underwriters at Lloyd's INSURER D: Wesco Insurance Company INSURER E: Safety National Casualty Company (Page 2)
INSURED County of Gloucester 2 South Broad Street Woodbury, NJ 08096	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC	Y		GLOC20143-10	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 250,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ MED. EXP. (Any one person) \$ PERSONAL & ADV. INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> ALL OWNED HIRED AUTOS <input type="checkbox"/> NON-OWNED	N		GLOC20143-10	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (EA accident) \$ 250,000 BODILY INJURY (Per Person) \$ BODILY INJURY (Per Accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DED RETENTION \$	Y		NJCE20143-10	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 250,000 AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	GLOC20143-10	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> BOTH PER E.L. EACH ACCIDENT \$ 250,000 E.L. DISEASE - EA EMPLOYEE \$ 250,000 E.L. DISEASE - POLICY LIMIT \$ 250,000
C	Excess Liab	Y		PK1019013	7/1/2013	1/1/2015	\$5,000,000 Per Occ XS of \$500,000; * \$250,000 Excess of \$250,000 500,000 Per Occ XC of \$500,000;
B	WC & Emp Liab			NJCE20143-10	1/1/2014	1/1/2015	
D	WC & Emp Liab			WPP100369001	1/1/2014	1/1/2015	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (attach ACORD 101, Additional Remarks Schedule, if more space is required)
 ANY ALTERATIONS WILL VOID THIS CERTIFICATE. * \$15,000,000 ANNUAL AGGREGATE

Certificate holder including their agents, employees, representatives, officers, directors, stockholders, members and managers are additional insureds where obligated by virtue of a written contract or written mutual aid agreement or other written agreement with the Named Assured, but only in respect to acts or operations by or on behalf of the Named Assured, and subject to the limitations on coverage (SEE PAGE 2)

CERTIFICATE HOLDER Delaware River Port Authority of PA & NJ Once Port Center, 2 Riverside Drive PO Box 1949 Camden, NJ 08101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (CONTINUED FROM PAGE 1)

Description of Operations Continuation:

coverage contained in any such written contract or written mutual aid agreement or other written agreement regarding the Gloucester License Agreement.

The Certificate Holder is an "Additional Insured" on a primary and non-contributory basis on the above-referenced Commercial General Liability Policy if and to the extent required by written contract. A waiver of subrogation applies to the above-referenced Commercial General Liability Policy as required and to the extent required by written contract and permitted by law.

Company E: XS Worker Compensation	Statutory x \$1,000,000
XS Employers Liability	\$5,000,000 x \$1,000,000
Policy Term: 7/1/13 to 1/1/15 Policy # SP4048950	

B-2

RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH AMERICAN TOWER, L.P. FOR THE INSTALLATION OF PUBLIC SAFETY COMMUNICATIONS ANTENNA AND RELATED NECESSARY EQUIPMENT AT THE TOWER FACILITY LOCATED IN SWEDESBORO, NEW JERSEY

WHEREAS, the County has a need for the installation of public safety communications antennas and related necessary equipment at the American Tower, L.P. tower site located in Swedesboro, New Jersey; and

WHEREAS, the County will be installing the public safety communications antennas and necessary equipment at said location; and

WHEREAS, in order to formalize the above installation and services the County and American Tower, L.P. shall enter into a License Agreement at a cost of \$1,500.00 for site inspections, plus any taxes attributable to the County for its use, a license fee cost of \$1,600.00 and common expenses which will be capped at \$2,500.00 annually; and

WHEREAS, the term is for a period of five (5) years from the date of execution, with the option to extend for four (4) additional five (5) year periods; and

WHEREAS, the execution of this License Agreement is in the best interest of the residents of Gloucester County to better service and communicate public safety communications for a more readily response to emergency situations.

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 a License Agreement to promote the installation of public safety communications, antennas, and related equipment at the American Tower, L.P. tower site, located in Swedesboro, New Jersey.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, November 25, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

LICENSE AGREEMENT
ATC Contract No: _____

This LICENSE AGREEMENT ("**Agreement**") entered into as of the latter signature date hereof ("**Effective Date**") by and between American Tower, L.P., a Delaware limited partnership, with a place of business at 10 Presidential Way, Woburn, MA 01801 ("**Licensor**") and the County of Gloucester, with a place of business at 2 South Broad Street, Woodbury, NJ 08096 ("**Licensee**").

I. TOWER FACILITY INFORMATION:

Site Name: SOUTH HARRISON NJ
Site Number: 141
Address and/or location of Tower Facility: 79 Vestry Rd., Swedesboro, NJ, 08085-1272
Tower Facility Coordinates: Lat. 39-41-41.29 N Long. 75-17-54.06 W

II. NOTICE & EMERGENCY CONTACTS:

- Licensee's local emergency contact (name and number): Shift Supervisor / 856-863-5810.
- Licensor's local emergency contact: Network Operations Communications Center (800) 830-3365.
- Notices to Licensee shall be sent to the address above to the attention of J. Thomas Butts.
- Notices to Licensor shall be sent to the address above to the attention of Contracts Manager.
- Licensor's Remittance Address: American Tower Corporation, Lockbox 7501, P.O. Box 7247, Philadelphia, PA 19170-7501; all payments shall include a reference to the Site Name and Site Number as identified above in Section I.

III. PERMITTED USE OF TOWER FACILITY BY LICENSEE:

Transmitting and Receiving frequencies: See Exhibit A for specific frequencies
Antenna mount height on tower: See Exhibit A for specific location
All other permitted uses of the Tower Facility including Licensee's Approved Equipment, and the Licensed Space are further described in section 4 of this Agreement and Exhibits A and B attached hereto.

IV. FEES & TERM

Monthly License Fee: N/A

Application Fee: N/A

Relocation Application Fee: N/A

Site Inspection Fee: \$1,500.00, increased annually on each anniversary of the Commencement Date of this Agreement by a percentage rate increase equal to the Annual Escalator.

Initial Term: A period of 5 years beginning on the Commencement Date. The "**Commencement Date**" shall be the earlier of: (i) the date of Licensor's issuance of a NTP or (ii) June 29, 2014.

Renewal Terms: 4 additional periods of 5 years each.

Connection Fee (as described in section 5(b)): N/A

Electricity for operation of Approved Equipment is to be provided by (check one):

- Licensor, with the cost of such electricity to be paid by Licensee at the initial rate of \$ _____ per month ("Utility Fee") subject adjustment pursuant to Section 5(b), OR
 Licensee, at its sole expense.

V. TERMS & CONDITIONS

The attached terms and conditions are incorporated herein by this reference.

VI. OTHER PROVISIONS:

Other provisions: (check one): None As listed below

- A) PCN/PCN Retention Fee/Cross-Default. Licensee, an Affiliate of Licensee or any entity or individual acting on behalf Licensee or an Affiliate of Licensee shall only issue Prior Coordination Notices ("PCNs") for the Permitted Frequencies set forth in Exhibit A and shall not issue PCNs for any other frequencies at this Tower Facility or at any other tower facility owned and/or operated by Licensor unless Licensee has submitted an Application for use of the subject frequencies to Licensor for which a partially executed License Agreement shall be signed by Licensee and returned to Licensor within sixty (60) days of the submittal of the Application. Licensee shall withdraw PCNs filed



for any frequencies which are not licensed to Licensee by Licensor, no more than ten (10) days from the date of Licensee's withdrawal of an Application or Licensor's election to not process a Licensee-submitted Application.

- B) Notwithstanding anything to the contrary in this Agreement, the offer expressed to Licensee in this Agreement shall automatically become null and void with no further obligation by either party hereto if a structural analysis of the Tower Site completed after the execution of this Agreement by Licensor but before the commencement of the installation of Licensee's Approved Equipment indicates that the Tower Facility is not suitable for Licensee's Approved Equipment unless Licensor and Licensee mutually agree that structural modifications or repairs shall be made to the Tower Facility on mutually agreeable terms.
- C) (Intentionally deleted.)
- D) In no event shall Licensee's use of the Tower Facility, or operation of any of its equipment thereon, be conducted in a manner that interferes with Licensor's lighting system located on any of the towers, building systems, or, in the event that Licensee's equipment is installed on the rooftop of a building, with equipment of any kind used by building tenants who are not tenants of the Licensor. In the event that such interference does occur, Licensee shall be solely responsible to reimburse Licensor for any and all costs required to modify and/or upgrade Licensor's lighting system, to comply with all necessary FAA/FCC regulations, as a result of said interference.
- E) Notwithstanding anything to the contrary herein, Parties that the provisions of Section 15 and 27 are not applicable to Licensee, being a government agency but shall be applicable in the event of any assignment as provided in the agreement.

[Signatures appear on next page]



IN WITNESS WHEREOF, each Party in consideration of the mutual covenants contained herein, and for other good and valuable consideration, intending to be legally bound, has caused this Agreement to be executed by its duly authorized representative as of the date and year written below; *provided, however*, that this Agreement shall not become effective as to either Party until executed by both Parties.

LICENSOR
American Tower, L.P., a Delaware limited liability
company
By: ATC GP, Inc., its sole general partner

By: _____

Print Name: _____

Its: _____

Date: _____

LICENSEE
County of Gloucester

By: _____

Robert M. Damminger, Freeholder Director

Its: _____

Date: _____



TERMS AND CONDITIONS

1. **DEFINITIONS.** Capitalized terms defined in the body of this Agreement are indexed by location on Appendix I attached hereto. Capitalized terms used in Agreement but not defined herein are defined in Appendix I.
2. **GRANT OF LICENSE.** Subject to the terms of this Agreement, Licensor hereby grants Licensee a non-exclusive license to install, maintain and operate the Approved Equipment at the Licensed Space. All Approved Equipment shall be and remain Licensee's personal property throughout the Term of this Agreement. Licensor shall maintain the Tower Facility in good order and repair, wear and tear, damage by fire, the elements or other casualty excepted. In no event shall Licensee's license as granted herein include rights to use the air space above the Approved Equipment, and Licensor reserves the right to install, construct and/or operate additional improvements or equipment of Licensor or others above Licensee's Approved Equipment, including Licensee's shelter (commonly referred to as "stacking"), provided that such additional improvements or equipment do not materially and adversely interfere with the access to or operation of the Approved Equipment, including Licensee's shelter. Licensee is not required to utilize a stackable shelter, provided that, if Licensee opts to install a shelter that is not stackable and if Licensor receives an offer to license the air space above Licensee's non-stackable shelter by a proposed subsequent user, Licensor may, at its election, upon 30 days prior written notice require Licensee to replace such non-stackable shelter with a stackable shelter of a comparable size, provided that the proposed subsequent user agrees in writing to be wholly responsible for the cost of Licensee's shelter replacement. Subject to any limitations contained in the Ground Lease, Licensor grants Licensee a right of access to the Tower Facility 24 hours per day, 7 days per week during the Term. Licensor grants Licensee a designated location for the installation of Licensee's utilities over, under or across the Tower Facility (collectively, "**Easement**"). Licensee shall be responsible for any and all Damage or loss that results from the installation of any cables or utility wires by Licensee or any company or person retained by Licensee (including a public utility company), including, without limitation, any damage or loss that results from the accidental cutting of utility wires or cables of any other party operating at the Tower Facility. Licensor shall provide Licensee with one set of keys and/or codes to access the Tower Facility. Licensee shall be responsible for ensuring that Licensor has, at all times, a complete and accurate written list of all employees and agents of Licensee who have been provided the keys or access codes to the Tower Facility. Licensor shall have the right to continue to occupy the Tower Facility and to grant rights to others to the Tower Facility in its sole discretion. Licensee shall have no property rights or interest in the Tower Facility or the Easement by virtue of this Agreement. If Licensor's right to license space on the Tower Facility to Licensee is subject to a right of first refusal for the benefit of a third party and if such third party exercises its right of first refusal prior to the Commencement Date, Licensor may terminate this Agreement upon written notice to Licensee.
3. **EXHIBITS.** Within 45 days following the commencement of the installation of the Approved Equipment, Licensee shall provide Licensor with as-built or construction drawings showing the Approved Equipment as installed [in both hard copy and electronic form] ("**Construction Drawings**"); such Construction Drawings shall include the location of any shelters, cabinets, grounding rings, cables, and utility lines associated with Licensee's use of the Tower Facility. Upon receipt, Licensor shall attach hereto the Construction Drawings as Exhibit C hereto. In the event that Licensee fails to deliver the Construction Drawings as required by this section, Licensor may cause such Construction Drawings to be prepared on behalf of Licensee and Licensor shall assess a fee for such Construction Drawings in an amount equal to the actual cost of obtaining the Construction Drawings including in-house labor, which upon invoicing shall become immediately due and payable by Licensee. In the event of inconsistency or discrepancy between (a) Exhibit A and Exhibit B hereto, Exhibit A shall govern, and (b) between Exhibit A (with respect to Approved Equipment and antenna locations) together with Exhibit B (with respect to Ground Space installation locations) and Exhibit C hereto, Exhibits A and B shall govern, notwithstanding any approval or signature by Licensor or its agents. Licensee hereby acknowledges and agrees that installation of the Approved Equipment must be in strict accordance with the approved Construction Drawings and Exhibit A and B. Notwithstanding the forgoing, Licensee shall not infer nor shall acceptance of the Construction Drawings by Licensor be deemed to be a representation by Licensor that (i) such Construction Drawings or the plans and specifications described therein are in compliance with federal, state or local laws, ordinances, rules or regulations, (ii) that such installation shall not cause impermissible or unlawful interference, or (iii) that such installation is consistent with Licensee's permitted installation as specifically set forth in Exhibits A and B hereto.
4. **USE.** Subject to the terms of the Ground Lease, Licensee shall be permitted the non-exclusive right to install, maintain, operate, service, modify and/or replace its Approved Equipment at the Licensed Space, which Approved Equipment shall be utilized for the transmission and reception of wireless voice and data communications signals (such transmission and reception to be solely within the Permitted Frequencies, and, if the Permitted Frequencies include licensed spectrum, within the spectrum licensed to Licensee by the FCC). If as of the Effective Date, Licensee's wireless business consists of a one-way network which requires only that signals be transmitted from the Tower Facility, then notwithstanding the foregoing sentence, Licensee's use of Tower Facility under this Agreement shall be limited to the transmission of wireless voice and data communications signals. Licensee's permitted use with respect to the Licensed Space shall be limited solely to that enumerated in this section, and, except pursuant to separate agreement



with Licensor, no person or entity other than Licensee shall have the right to install, maintain or operate its equipment or transmit or receive communications at, or otherwise use, the Licensed Space.

5. LICENSE FEES; TAXES; ASSESSMENTS.

(a) **Monthly License Fee.** (Intentionally deleted).

(b) **Utilities.** All utility services installed on the Tower Facility for the use or benefit of Licensee shall be made at the sole cost and expense of Licensee and shall be separately metered from Licensor's utilities. Licensee shall be solely responsible for extending utilities to the Tower Facility as necessary for the operation of the Approved Equipment and for the payment of utility charges including connection charges and security deposits incurred by Licensee. Licensee shall obtain and pay the cost of telephone connections, the installation of which shall be in compliance with the procedures for installation and maintenance of Approved Equipment set forth herein.

(c) **Taxes.**

(i) **Property Taxes.** To the extent permitted by law, Licensee shall be responsible for the reporting and payment when due of any tax directly related to Licensee's ownership or operation of the Approved Equipment and such reporting and payment shall be made directly to the appropriate tax authorities. Licensee shall reimburse Licensor in full for any taxes assessed against Licensor but attributed to the Approved Equipment within 30 days of Licensor's request for such reimbursement. Licensor shall pay all property taxes directly assessed against Licensor's property or for which Licensor is obligated to pay under the Ground Lease, provided, however, Licensee shall reimburse Licensee's pro rata share of such taxes. Licensee's pro rata share shall be determined by dividing such taxes evenly among all users Licensor has permitted to utilize any portion of the Tower Facility. Licensee shall reimburse Licensor for such taxes within 30 days of Licensor's request for such reimbursement.

(ii) **Sales; Use and Other Taxes.** To the extent permitted or required by law, Licensor shall be responsible for billing, collecting, reporting, and remitting sales, use and other taxes directly related to any License Fee or other payments received pursuant to this Agreement. Licensee shall be responsible for reimbursing Licensor for all such sales, use and other taxes billed related to any payments received pursuant to this Agreement. Licensor shall add to the License Fee or any other payment then due and payable any associated sales, use or other tax, which shall be paid by Licensee at the same time and in the same manner as License Fee or other payment due and payable under this Agreement.

(d) **Federal Use Fees & Assessments.** In the event that a particular Licensed Space is at a Tower Facility located on property which is owned by the Bureau of Land Management ("**BLM**") or the United States Forest Service ("**USFS**"), Licensee shall reimburse Licensor for any and all fees or assessments attributable to this Agreement or Licensee's use of the Licensed Space paid by Licensor to the BLM or USFS related to such Tower Facility within 30 days of Licensor's request for such reimbursement.

(e) **Restrictions on Reimbursement.** Solely for the purposes of determining Licensee's portion of such taxes, fees, assessments or similar expenses as contemplated in this Section 5 or anywhere else in this Agreement, if any such amounts are determined in whole or in part on the income or profits (aside from gross revenues) of any person or entity, Licensor and Licensee shall agree on a fixed amount (subject to the Annual Escalator, which shall be applied in the same manner as it is applied to the License Fee), that shall be treated as such tax, fee, assessment or similar expense in lieu of the actual amount, which agreed to amount shall be set forth in an amendment to this Agreement.

(f) **Payment Address.** All payments due under this Agreement shall be made to Licensor at Licensor's Remittance Address shown on page 1 of this Agreement or such other address as Licensor may notify Licensee of in writing.

(g) **No Set-Off.** All payments due under this Agreement shall be due without set-off, notice, counterclaim or demand from Licensor to Licensee.

(h) **Effect of Partial Payment.** No endorsement or statement on any check or letter accompanying a check for payment of any monies due and payable under the terms of this Agreement shall be deemed an accord and satisfaction, and Licensor may accept such check or payment without prejudice to its right to recover the balance of such monies or to pursue any other remedy provided by law or in this Agreement.

6. TERM.

(a) **Initial Term.** The Initial Term of this Agreement shall be as specified on page 1.



- (b) **Renewal Term.** The Term of this Agreement may be extended for each of the Renewal Terms as specified on page 1 of this Agreement, provided that at the time of each such renewal, (i) the Ground Lease remains in effect and has not expired or been terminated, (ii) Licensee is not in default hereunder and no condition exists which if left uncured would with the passage of time or the giving of notice result in a default by Licensee hereunder and (iii) the original Licensee identified on page 1 of this Agreement has not assigned, sublicensed, subleased or otherwise transferred any of its rights hereunder. Provided that the foregoing conditions are satisfied, this Agreement shall automatically renew for each successive Renewal Term unless either Party notifies the other in writing of its intention not to renew this Agreement at least 180 days prior to the end of the then existing Term.
- (c) **Holdover Term.** If Licensee fails to remove the Approved Equipment at the expiration of the Term, such failure shall be deemed to extend the terms of this Agreement on a month-to-month basis under the same terms and conditions herein except that (i) a Monthly License Fee shall be due on or before the first day of every calendar month during such month-to-month term in an amount equal to 150% of the Monthly License Fee in effect for the last month of the Term ("**Holdover Fee**"), such Holdover Fee to escalate annually on the anniversary of the Commencement Date by an amount equal to 6% of the Holdover Fee in effect for the month immediately prior to the month in which escalation takes place, and (ii) the month-to-month extension shall be terminable upon 15 days' prior written notice from either Licensor or Licensee to the other; provided, however, nothing contained herein shall grant Licensee the unilateral right to extend the Term of this Agreement after the expiration of the Term. In addition to the Monthly License Fee payable to Licensor in the event of an extension under this subsection 6(c), Licensee agrees to indemnify and hold Licensor harmless from any Damages arising out of or in connection with the extension, the operation of the Approved Equipment at the Tower Facility and Licensee's failure to perform all of its obligations under this Agreement at the termination or earlier expiration of this Agreement.
7. **LIMITED COMMON EXPENSES.** Licensee shall reimburse Licensor for Licensee's pro-rata share of all common expenses (the "**Common Expenses**") incurred by Licensor in the installation, operation, maintenance and repair of the Tower Facility, including, but not limited to, the construction, maintenance and repair of a common septic system and field, insurance, common utilities and any and all other costs of operating and maintaining the Tower Facility. Notwithstanding the foregoing, the cost and expenses associated with any Damage which is directly attributable to the acts or omissions of Licensee or Licensee's contractors shall be borne solely by Licensee. Licensee shall not be required to pay any share of costs or expenses incurred to replace the Tower. In the event that Licensee also licenses space within a building or shelter owned by Licensor on the Tower Facility, Licensee shall also reimburse Licensor for its pro-rata share of all Common Expenses incurred for the operation, maintenance, repair and replacement associated with such building or shelter, including, without limitation, the physical structure of the building, HVAC system, and common utility expenses. In the event that Licensee is connected to a generator or back-up power supply owned by Licensor, Licensee shall also reimburse Licensor for its pro-rata share of all expenses incurred for the operation, maintenance, repair and replacement associated with such generator, including, without limitation, fuel expenses. For the purposes of this section, a "pro-rata share" of costs and expenses shall be determined based on the number of licensees using the Tower Facility (or with respect to a shared shelter or building, the number of licensees using Licensor's shelter or building) on the first day of the month in which an invoice is mailed to Licensee. Licensee shall reimburse Licensor for Common Expenses within 30 days following receipt of an invoice from Licensor. Notwithstanding the foregoing, Licensee's pro rata share of costs and expenses pursuant to this Section 7 shall not exceed \$2,500.00 per annum.
8. **SITE INSPECTION.** Concurrent with Licensee's delivery of a fully executed Agreement to Licensor, and before the date of any subsequent modifications to or installation of additional Approved Equipment, Licensee shall pay Licensor the Site Inspection Fee as defined on page 1 of this Agreement. Licensee acknowledges that any site inspection performed by Licensor of Licensee's installation is for the sole purpose and benefit of Licensor and its affiliates, and Licensee shall not infer from or rely on any inspection by Licensor as assuring Licensee's installation complies with any Applicable Laws, that the installation was performed in a good, workmanlike manner or that such installation will not cause impermissible or unlawful interference.
9. **LABELING.** Licensee shall identify its Approved Equipment, including its equipment cabinets and coaxial cable (at the top and bottom of the Tower) (unless such cabinet is located in a building or cabinet owned by Licensee) by labels with Licensee's name, contact phone number and date of installation. In the event that Licensee fails to comply with this provision and fails to cure such deficiency within 10 days of Licensor's written notice of such failure, Licensor may, but is not obligated to, in addition to any other rights it may have hereunder, label the Approved Equipment. Licensor shall not be responsible to Licensee for any expenses or Damages incurred by Licensee arising from the interruption of Licensee's service caused by Licensor, if Licensor is unable to identify the Approved Equipment as belonging to Licensee as a result of Licensee's failure to label such Approved Equipment.
10. **IMPROVEMENTS BY LICENSEE.**



- (a) **Installation and Approved Vendors.** Prior to the commencement of any Work on the Tower Facility, Licensee shall submit to Licensor for review and approval, which approval shall not be unreasonably withheld, detailed plans and specifications accurately describing all aspects of the proposed Work. Licensee shall provide notice to Licensor no less than 5 days prior to the date upon which Licensee intends to commence Work at the Tower Facility, together with a construction schedule, so Licensor has the opportunity to be present during any such Work. Licensee shall not commence Work on the Tower Facility until Licensor issues to Licensee a NTP. Licensor shall issue a NTP only upon request from Licensee and receipt of the following complete and accurate documentation: (1) evidence that any contingencies set forth in the approval of Licensee's Application have been satisfied; (2) evidence that Licensee has obtained all required governmental approvals including, but not limited to, zoning approvals, building permits, and any applicable environmental approvals including copies of the same; (3) a copy of the plans and specifications that have been approved by Licensor for the proposed equipment installation; (4) evidence that any party, other than the Licensor but including the Licensee, that will be performing the Work are on Licensor's approved vendor list, with valid and current worker's compensation and general liability insurance certificates on file with Licensor naming Licensor as an additional insured and which otherwise satisfy the insurance coverage requirements set forth in section 15(d) of this Agreement; and (5) a construction schedule. In no event will a NTP be issued prior to the payment by Licensee of a Relocation Application Fee when required pursuant to section 10(c) of this Agreement. Notwithstanding anything to the contrary in this Agreement, Licensor reserves the right, in its sole discretion, to refuse to permit any person or company to climb the Tower.
- (b) **Structural Analysis/Interference Analysis.** Prior to the commencement of any Work on the Tower Facility by or for the benefit of Licensee, Licensor may, in its reasonable discretion, perform or cause to be performed a structural analysis or require a professional engineer's certified letter to determine the availability of capacity at the Tower Facility for the installation or modification of any Approved Equipment and/or additional equipment at the Licensed Space by Licensee. Licensee agrees to remit payment to Licensor for all reasonable costs and expenses incurred by Licensor for such structural analysis or professional engineer's certified letter ("**Structural Analysis Fee**") within 30 days following receipt of an invoice from Licensor. The foregoing charge shall be at Licensor's prevailing rates for the performance of same or the amount Licensor's vendor is then charging Licensor, as applicable. In the event a structural analysis is performed after the execution of this Agreement but prior to the initial installation of the Approved Equipment, and such analysis indicates that the existing Tower cannot accommodate the proposed installation of Licensee's Approved Equipment thereon, Licensor shall notify Licensee that modification of the Tower is required and inform Licensee of the fee Licensor will charge Licensee to complete such modification (which fee shall be a reasonable estimate of Licensor's actual cost of making such modifications). Such modification shall become part of the Tower Facility and be Licensor's sole property. If Licensee elects not to pay such fee, and Licensee and Licensor do not otherwise reach an agreement regarding the costs of such modification, Licensee may terminate this Agreement upon written notice to Licensor. Prior to the commencement of any initial or subsequent construction or installation on the Tower Facility by or for the benefit of Licensee and/or the modification of Licensee's Permitted Frequencies propagated from the Licensed Space, Licensor may elect to perform a shared site interference study ("**SSIS**") and Licensee shall pay Licensor a fee of \$1,600.00 per study ("**SSIS Fee**"), as adjusted annually on the anniversary of the Commencement Date by a percentage rate equal to the Annual Escalator. This fee shall be payable at the time Licensee pays the Relocation Application Fee where required pursuant to section 10(c) of this Agreement, or immediately upon receipt of notice from Licensor that Licensor has determined that a SSIS is required. In the event a SSIS is performed after the execution of this Agreement by Licensor but prior to the installation of Licensee's Approved Equipment, and such SSIS indicates that the proposed installation of Licensee's Approved Equipment on the Tower is acceptable, such an indication in no way relieves Licensee of its obligations under section 11 herein.

Equipment; Relocation, Modification, Removal. Licensor hereby grants Licensee reasonable access to the Licensed Space for the purpose of installing and maintaining the Approved Equipment and its appurtenances. Except as otherwise provided, Licensee shall be responsible for all site Work to be done on the Licensed Space or the Easement pursuant to this Agreement. Licensee shall provide all materials and shall pay for all labor for the construction, installation, operation, maintenance and repair of the Approved Equipment. Licensee shall not construct, install or operate any equipment or improvements on the Tower Facility other than those which are described on Exhibit A, alter the Permitted Frequencies, or alter the operation of the Approved Equipment. Licensee shall submit an Application, utilizing Licensor's then current form, to request the right to replace or modify its Approved Equipment, alter the Permitted Frequencies or increase the Ground Space, which Application shall be accompanied by a Relocation Application Fee. Licensor shall evaluate for approval the feasibility of Licensee's request, which approval shall be in Licensor's sole discretion. Licensee acknowledges that any such relocation or modification of the Approved Equipment may result in an increase in the Monthly License Fee. An amendment to this Agreement shall be prepared to reflect each addition or modification to Licensee's Approved Equipment to which Licensor has given its written consent and the resulting increase in the Monthly License Fee, if any. Licensee shall have the right to remove all Approved Equipment at Licensee's sole expense on or before the expiration or earlier termination of the License provided Licensee repairs any damage to the Tower Facility or the Tower caused by such removal. Within 30 days of the expiration or termination of this Agreement for any reason, Licensee shall: (i) remove the Approved Equipment and any other property of



Licensee at the Tower Facility at Licensee's sole risk, cost, and expense; (ii) deliver the Licensed Space in substantially the same and in as good a condition as received (ordinary wear and tear excepted); and (iii) repair any damage caused by the removal of the Approved Equipment within 10 days of the occurrence of such damage. If Licensee fails to timely pay the Holdover Fee or does not remove its Approved Equipment within 30 days after the expiration or termination of this Agreement, (i) the Approved Equipment shall be deemed conclusively and absolutely abandoned by Licensee and anyone claiming by, through, or under Licensee except for Hazardous Materials and waste and Approved Equipment containing Hazardous Materials and waste; and (ii) Licensor shall have the right to remove the Approved Equipment at Licensee's sole expense and dispose of such Approved Equipment in any manner Licensor so elects, and Licensee shall reimburse Licensor for its expenses upon demand without off-set. **11. RF INTERFERENCE/ USER PRIORITY.**

- (a) **Definitions.** For purposes of this section 11, the following capitalized terms shall have the meanings set forth herein:
- (i) **Interference** includes any performance degradation, misinterpretation, or loss of information to a radio communications system caused by unwanted energy emissions, radiations, or inductions, but shall not include permissible interference as defined by the FCC, and in addition, with regard to Unlicensed Frequencies, congestion.
 - (ii) **Licensed Frequencies** are those certain channels or frequencies of the radio frequency spectrum that are licensed by the FCC in the geographic area where the Tower Facility is located.
 - (iii) A **Licensed User** is any user of the Tower Facility, including Licensee, which transmits and/or receives Licensed Frequencies at the Tower Facility, but only with respect to such Licensed Frequencies.
 - (iv) A **Priority User** is any Licensed User of the Tower Facility that holds a priority position in relationship to Licensee for protection from Interference, as determined in this section 11, which status is subject to change as set forth herein.
 - (v) A **Subsequent User** is any user of the Tower Facility that holds a subordinate position in relationship to Licensee for protection from Interference, as determined in this section 11, which status is subject to change as set forth herein.
 - (vi) **Unlicensed Frequencies** are those certain channels or frequencies of the radio frequency spectrum that are not licensed by the FCC and are available for use by the general public in the geographic area where the Tower Facility is located.
 - (vii) An **Unlicensed User** is any user of the Tower Facility, including Licensee, which transmits and/or receives Unlicensed Frequencies at the Tower Facility, but only with respect to such Unlicensed Frequencies.
- (b) **Information.** Licensee shall cooperate with Licensor and with other lessees, licensees or occupants of the Tower Facility for purposes of avoiding Interference and/or investigating claims of Interference. Upon request, Licensee, within 10 days of Licensor's request, shall provide Licensor with a list of Licensee's transmit and receive frequencies and Approved Equipment specifications necessary to resolve or investigate claims of Interference.
- (c) **Unlicensed Frequencies.** Notwithstanding any other provision contained herein, as among Licensor, Licensee and other users of the Tower or Tower Facility, (i) an Unlicensed User shall have no priority with respect to any other FCC Unlicensed Users with respect to Interference; and (ii) an Unlicensed User's rights and obligations with respect to such Interference shall be determined and governed by FCC Rules and Regulations and any other Applicable Law. Licensor expressly disclaims any and all warranties and accepts no responsibility for management, mediation, mitigation or resolution of Interference among FCC Unlicensed Users operating at the Tower Facility and shall have no liability therefor.
- (d) **Licensed Frequencies.** Subject to FCC Rules and Regulations and other Applicable Law, the Parties acknowledge and agree that the accepted industry standard for priority protection from Interference between multiple Licensed Users has been based on the priority of occupancy of each user to another user of the Tower or Tower Facility, which priority has been based on the order of submittal of its collocation Application by each user of the Tower or Tower Facility. Should Application of FCC Rules and Regulations and other Applicable Law not resolve any claims of Interference consistent with subsections 11(e), 11(f) and 11(g) below, as among Licensor, Licensee and other users of the Tower Facility, (i) each Licensed User's priority shall be maintained so long as the Licensed User does not change the equipment and/or frequency that it is entitled to use at the Tower Facility at the time of its initial occupancy; and (ii) Licensee acknowledges and agrees that if Licensee replaces its Approved Equipment or alters the radio frequency of the Approved Equipment to a frequency range other than as described



on page 1 of this Agreement, Licensee will lose its priority position for protection from Interference with regard to Approved Equipment operating at the new frequency in its relationship to other Licensed Users which are in place as of the date Licensee replaces its Approved Equipment or alters its radio frequency, consistent with this section 11.

(e) **Correction.**

(i) Licensee. Licensee agrees not to cause Interference with the operations of any other user of the Tower or Tower Facility and to comply with all other terms and provisions of this section 11 imposed upon Licensee. If Licensor determines, in its reasonable discretion based on standard and accepted engineering practices, that Licensee's Approved Equipment is causing Interference to the installations of Licensor or a Priority User, Licensee shall, within 48 hours of notification from Licensor, commence such actions as are necessary to mitigate or eliminate the Interference, with the exception of ceasing Licensee's operations. If Licensee cannot mitigate or eliminate such Interference within the 48 hour period, Licensor may file a complaint with the FCC (currently the FCC's Enforcement Bureau, Spectrum Enforcement Division) or if such other user of the Tower Facility which is subject to Interference from Licensee's Approved Equipment is a Priority User, then upon the request of such Priority User consistent with Licensor's contractual obligations owed to the Priority User, Licensor may require that Licensee turn off or power down its interfering Approved Equipment and only power up or use such Approved Equipment during off-peak hours specified by Licensor in order to test whether such Interference continues or has been satisfactorily eliminated. If Licensee is unable to resolve or eliminate, to the satisfaction of Licensor, such Interference within 30 days from Licensee's initial notification thereof, Licensee will immediately remove or cease operations of the interfering Approved Equipment.

(ii) Licensor. Upon the request of Licensee, Licensor hereby covenants to take commercially reasonable efforts to prohibit a Subsequent User from causing Interference with the operations of Licensee to the extent Licensee is a Priority User pursuant this section 11. If Licensor determines, in its reasonable discretion based on standard and accepted engineering practices, that a Subsequent User's equipment is causing Interference to the installations of Licensee, upon Licensee's request, Licensor shall, within 48 hours of request, commence such actions as are necessary to mitigate or eliminate the Interference, with the exception of ceasing Subsequent User's operations.

(iii) Government Users. Notwithstanding the foregoing, if another user of the Tower or Tower Facility is a governmental entity, Licensor shall give such governmental entity written notice of the Interference within 5 Business Days of Licensor's determination that such action is reasonably necessary. Licensor shall have the right to give the governmental entity 5 Business Days, or more as specified in the governmental site or occupancy agreement or as required by Applicable Law, from the receipt of such notice prior to Licensor being required to take any actions required by this subsection 11 (e) to cure such Interference.

(f) **FCC Requirements Regarding Interference.** Nothing herein shall prejudice, limit or impair Licensee's rights under Applicable Law, including, but not limited to, FCC Rules and Regulations to redress any Interference independently of the terms of this section 11. Notwithstanding anything herein to the contrary, the provisions set forth in this section 11 shall be interpreted in a manner so as not to be inconsistent with Applicable Law, including, but not limited to, FCC Rules and Regulations and nothing herein relieves Licensee from complying with all Applicable Laws governing the propagation of radio frequencies and/or radio frequency interference. The Parties acknowledge that currently FCC Rules and Regulations govern the obligations of wireless telecommunication service providers with respect to the operation of equipment and use of frequencies. Consequently, the provisions set forth in this section 11 are expressly subject to CFR, Title 47, including but not limited to Part 15, et seq, governing Radio Frequency Devices; Part 20, et seq, governing commercial mobile radio services; Part 24, et seq, governing personal communications services; and Part 90, et seq, governing private land mobile radio services. In addition, in accordance with good engineering practice and standard industry protocols, licensees employ a wide range of techniques and practices, including those involving the use of proper types of equipment as well those related to the adjustment of operating parameters, in a mutually cooperative effort to identify and mitigate sources of Interference. The obligation of Part 20 licensees, including, but not limited to, private paging, specialized mobile radio services, cellular radiotelephone service and personal communications services, to avoid Interference is set forth in 47 CFR Part 90, Subpart N – Operating Requirements, §90.403(e). Claims of Interference are ultimately cognizable before the FCC's Enforcement Bureau, Spectrum Enforcement Division. Licensee shall observe good engineering practice and standard industry protocols, applying such commercially reasonable techniques as constitute best practices among licensees, in the deployment of their frequencies and the operation of the Approved Equipment. If Licensee deploys its frequencies or operates the Approved Equipment in a manner which prevents any other user of the Tower or Tower Facility from decoding signal imbedded in their licensed frequencies such that the Spectrum Enforcement Division makes a determination that Licensee is the cause of the Interference and Licensee fails or refuses to mitigate or eliminate the Interference within the time and manner proscribed by the Spectrum Enforcement Division, Licensee shall be in default of this Agreement and the remedies set forth in section 22 shall apply.



- (g) **Public Safety Interference.** As of the Commencement Date, Licensor and Licensee are aware of the publication of FCC Final Rule, Private Land Mobile Services; 800 MHz Public Safety Interference Proceeding, *Federal Register*: November 22, 2004 (Volume 69, Number 224), Rules and Regulations, Page 67823-67853 ("**Final Rule**"). Claims of Interference made by or against users which are public safety entities shall be in compliance with the Final Rule as and when effective, or otherwise in accordance with FCC Rules and Regulations.
- (h) **AM Detuning.** The parties acknowledge that the FCC Rules and Regulations govern the obligations of Licensee with respect to the operation of the Approved Equipment. Consequently, the provisions set forth in this Agreement are expressly subject to the FCC Rules and Regulations, including, but not limited to 47 C.F.R. §§ 27.63, 22.371 and 73.1692. Licensee agrees, at Licensee's sole cost, to comply with the foregoing as well as any and all other FCC Rules, Regulations and public guidance relating to AM detuning as such provisions currently exist or are hereafter modified. Licensee shall be fully responsible for any pre and/or post installation testing for AM interference at the Tower Facility and for the installation of any new detuning apparatus or the adjustment of any existing detuning apparatus that may be necessary to prevent adverse effects on the radiation pattern of any AM station caused by the installation of the Approved Equipment. Licensee shall provide Licensor with written proof of such compliance. In the event that Licensee determines that pre or post-installation testing for AM interference is not required at the Tower Facility, such a determination shall be at Licensee's sole risk. If Licensee or Licensor receives a complaint of interference from an AM broadcast station after the Approved Equipment is added to a Tower or a Tower is modified to accommodate Licensee, Licensee shall eliminate such interference within 30 calendar days of the receipt of such complaint. Licensee's failure to eliminate such interference within such 30 day period shall constitute a default under this Agreement and Licensor shall have the right to eliminate such interference at Licensee's expense. Licensee further agrees to indemnify Licensor in the event that Licensee's failure to comply with the FCC Rules and Regulations prior to installation/modification of the Approved Equipment results in any administrative investigation, proceeding or adjudication with respect to Licensor.

12. SITE RULES AND REGULATIONS. Licensee agrees to comply with the reasonable rules and regulations established from time to time at the Tower Facility by Licensor, which may be modified by Licensor from time to time upon receipt by Licensee of such revised rules and regulations. Such rules and regulations will not unreasonably interfere with Licensee's use of the Licensed Space under this Agreement.

13. DESTRUCTION; CONDEMNATION.

- (a) **Destruction.** If the Tower or other portions of the improvements at the Tower Facility owned by Licensor are destroyed or so damaged as to materially interfere with Licensee's use and benefits from the Licensed Space, Licensor or Licensee shall be entitled to elect to cancel and terminate this Agreement on the date of such casualty and any unearned Monthly License Fee paid in advance of such date shall be refunded by Licensor to Licensee within 30 days of such termination date. Notwithstanding the foregoing, Licensor may elect, in its sole discretion, to restore the damaged improvements, in which case Licensee and Licensor shall remain bound to the terms of this Agreement but Licensee shall be entitled to an abatement of the Monthly License Fee during the loss of use. If the Tower is so damaged that reconstruction or repair cannot reasonably be undertaken without removing the Approved Equipment, then (i) Licensor may, upon giving written notice to Licensee, remove any of the Approved Equipment and interrupt the signal activity of Licensee, (ii) Licensee may, at Licensee's sole cost and expense, install temporary facilities pending such reconstruction or repair, provided such temporary facilities do not interfere with the construction, rebuilding or operation of the Tower, (iii) Licensor agrees to provide Licensee alternative space, if available, on the Tower or at the Tower Facility during such reconstruction/repair period and (iv) should Licensor not substantially restore or replace the Tower in a fashion sufficient to allow Licensee to resume operations thereon within 6 months of the date of casualty, provided that such 6 month period shall be automatically extended for so long as Licensor has commenced and diligently continues to restore or replace such Tower, and Licensee's operation has been materially disrupted for 60 or more consecutive days, then Licensee, upon 30 days' prior written notice to Licensor, may terminate this Agreement.
- (b) **Condemnation.** If the whole or any substantial part of the Tower Facility shall be taken by any public authority under the power of eminent domain or in deed or conveyance in lieu of condemnation so as to materially interfere with Licensee's use thereof and benefits from the Licensed Space, then this Agreement shall terminate on the part so taken on the date of possession by such authority of that part, and Licensor or Licensee shall have the right to terminate this Agreement and any unearned Monthly License Fee paid in advance of such termination shall be refunded by Licensor to Licensee within 30 days following such termination. Notwithstanding the foregoing, Licensor may elect to rebuild the Tower or other improvements affected by such condemnation at an alternate location or property owned, leased or managed by Licensor, in which case Licensee and Licensor shall remain bound hereby. Upon such relocation of the Tower or improvements, the Licensed Space shall be modified to include the new Tower or improvements and the property on which the same are located and this Agreement shall be amended accordingly to clarify the rights of Licensor and Licensee with respect to the Licensed Space.



Licensee agrees not to make a claim to the condemning authority for any condemnation award to the extent such claim shall diminish or affect the award made to Licensor with regard to such condemnation.

- (c) **License Fee Abatement.** The Monthly License Fee with respect to the affected Tower Facility shall be abated during any period that the Tower has not been restored following an event described in subsections (a) or (b) above so long as Licensee is unable to continue to operate from a temporary location at the property during any period of restoration.

14. COMPLIANCE WITH LAWS. Licensor shall be responsible for compliance with any marking and lighting requirements of the FAA and the FCC applicable to the Tower Facility, provided that if the requirement for compliance results from the presence of the Approved Equipment on the Tower, Licensee shall pay the costs and expenses therefor (including any lighting automated alarm system so required). Licensee has the responsibility of carrying out the terms of Licensee's FCC license with respect to tower light observation and notification to the FAA if those requirements imposed on Licensee are in excess of those required of Licensor. Notwithstanding anything to the contrary in this Agreement, Licensee shall at all times comply with all Applicable Laws and ordinances and all rules and regulations of municipal, state and federal governmental authorities relating to the installation, maintenance, location, use, operation, and removal of the Approved Equipment and other alterations or improvements authorized pursuant to the provisions of this Agreement.

15. INDEMNIFICATION; INSURANCE.

- (a) **Mutual Indemnity.** Subject to the mutual waiver of subrogation set forth in section 27, Licensee and Licensor each indemnifies the other against and holds the other harmless from any and all costs, demands, Damages, suits, expenses, or causes of action (including reasonable attorneys fees and court costs) which arise out of the use and/or occupancy of the Licensed Space by the Indemnifying Party. This indemnity does not apply to any Claims arising from the gross negligence or intentional misconduct of the Indemnified Party.
- (b) **Limits on Indemnification.** Neither Party shall be responsible or liable to any of the foregoing Indemnified Parties for any Damages arising from any claim to the extent attributable to any acts or omissions of other licensees or users occupying the Tower Facility or for any structural or power failures or destruction or damage to the Tower Facility except to the extent caused by the sole, joint, or concurrent gross negligence or willful misconduct of such Party.
- (c) **Survival.** The provisions of this section 15 shall survive the expiration or earlier termination of this Agreement with respect to any events occurring on or before expiration or termination of same whether or not Claims relating thereto are asserted before or after such expiration or termination.
- (d) **Insurance.** To the extent permitted by law, Licensor and Licensee shall keep in full force and effect, during the Term of this Agreement, insurance coverage in accordance with Appendix II attached hereto.

16. LIMITATION OF PARTIES' LIABILITY. NEITHER LICENSOR NOR LICENSEE SHALL BE RESPONSIBLE FOR, AND HEREBY WAIVES ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCURRED RESULTING FROM (i) LICENSEE'S USE OR LICENSEE'S INABILITY TO USE THE TOWER FACILITY, OR (ii) DAMAGE TO THE OTHER'S EQUIPMENT. If Licensor shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Agreement or is charged with an indemnity obligation hereunder, and if Licensee shall, as a consequence thereof, recover a money judgment against Licensor (whether compensatory or punitive in nature), Licensee agrees that it shall look solely to Licensor's right, title and interest in and to the Tower Facility and the Tower for the collection of such judgment, and Licensee further agrees that no other assets of Licensor shall be subject to levy, execution or other process for the satisfaction of Licensee's judgment, and that Licensor shall not be personally liable for any deficiency.

17. DISCLAIMER OF WARRANTY. LICENSOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ASSOCIATED WITH THE TOWER FACILITY OR THE TOWER. LICENSEE HEREBY ACCEPTS THE TOWER FACILITY "AS IS, WHERE IS, WITH ALL FAULTS."

18. NOTICES. All notices, demands, approvals, requests and other communications shall be in writing to such Party at the address listed in the introductory paragraph of this Agreement (and in each case, in the event of notice to Licensor, with a copy of such notice to American Towers, Inc., 116 Huntington Avenue, Boston, MA 02116, Attention: General Counsel) or at such other address as such Party shall designate by notice to the other party hereto in accordance with this section 18 (the "Notice Address") and may be personally delivered; mailed, via United States certified mail, return receipt requested; or transmitted by overnight courier for next Business Day delivery, and, if not delivered personally, shall be deemed to be duly given or made 2 Business Days after deposit with the applicable carrier or courier. Notices will be deemed to have been given upon either receipt or rejection. Notwithstanding the foregoing, (i) any notice that is given by a party may be given by the attorneys for that party and shall be deemed effective for all purposes herein, and

(iii) only notices, letters, documents, or instruments threatening to declare or declaring such addressee or recipient in default under this Agreement shall be required to be sent to the attorneys representing such addressee or recipient, if the name and address of such attorney is provided for herein.

- 19. ASSIGNMENT; SUBLEASING.** Licensee may not assign this Agreement as a whole, or any portion of Licensee's rights, title and interests hereunder without Licensor's prior written consent. In no event may Licensee sublet, sublease, or permit any use of the Tower Facility or Licensed Space by any other party. Any permitted assignee shall expressly assume, and become bound by, all of Licensee's obligations under this Agreement. Licensor may freely assign, transfer, or sublease this Agreement and, in such event, Licensor shall be relieved of all of its obligations under this Agreement from and after the date of such assignment or transfer. Licensee shall pay Licensor a fee of \$500.00 (which fee shall increase annually on each anniversary of the Commencement Date by a percentage rate increase equal to the Annual Escalator) in each instance in which Licensee requests Licensor to consent to an assignment of this Agreement or in which Licensee seeks an estoppel certificate, nondisturbance agreement, subordination agreement or other similar agreement to defray the administrative cost incurred by Licensor to process such requests, prepare and process any necessary documentation, and modify its database and other information systems to reflect any such agreement. Such fee is due upon submission of Licensor's request and is hereby deemed fully earned by Licensor upon receipt. Notwithstanding anything to the contrary, Licensor may condition its consent to any assignment, on among other things, (i) requiring that the assignee execute a new form of license agreement so long as the Monthly License Fee and Initial and Renewal Terms of such agreement are consistent with those set forth in this Agreement, and (ii) requiring the assignee to demonstrate that it maintains at the time of such assignment, as evidenced by current financial statements provided to Licensor, a financial position reasonably demonstrating the ability of such assignee to meet and perform the obligations of Licensee hereunder through the unexpired balance of the then current Initial Term or Renewal Term. Any purported assignment by Licensee in violation of the terms of this Agreement shall be void. This Agreement shall be binding upon the successors and permitted assigns of both Parties.
- 20. SUBORDINATION TO GROUND LEASE.** The Parties acknowledge and agree that in the event Licensor's rights in the Licensed Space and/or any part of the Tower Facility is derived in whole or part pursuant to an underlying lease, sublease, permit, easement or other right of use agreement (a "**Ground Lease**"), all terms, conditions and covenants contained in this Agreement shall be specifically subject to and subordinate to the terms and conditions of the applicable Ground Lease. In the event that any of the provisions of the Ground Lease are in conflict with any of the provisions of this Agreement (other than those provisions relating to the length of term, termination rights or financial consideration), the terms of the Ground Lease shall control. Further, Licensee agrees to comply with the terms of such Ground Lease as applicable to the access and occupancy of the Licensed Space. Notwithstanding anything contained in this Agreement to the contrary, if the Ground Lease expires or is terminated for any reason, this Agreement shall terminate on the effective date of such termination and Licensor shall have no liability to Licensee as a result of the termination of this Agreement. Licensor is under no obligation to extend the term of or renew the Ground Lease. Licensor shall give Licensee written notice of such termination or expiration of this Agreement as a result of the termination or expiration of the Ground Lease as soon as practicable. Unless prohibited by the terms of such Ground Lease, upon Licensee's written request, Licensor shall provide a copy of any applicable Ground Lease with the economic terms and other terms that Licensor deems reasonably confidential redacted.
- 21. DEFAULT.** The occurrence of any of the following instances shall be considered to be a default or a breach of this Agreement by Licensee: (i) any failure of Licensee to pay the Monthly License Fee, or any other charge for which Licensee has the responsibility of payment under this Agreement, within 10 Business Days of the date following written notice to Licensee from Licensor, or its designee, of such delinquency, it being understood, however, that Licensor is obligated to provide such notice only two times in each calendar year, and the third instance of the failure to pay the Monthly License Fee or any other charge shall be an immediate default without notice to Licensee if not paid within 10 Business Days of the date when due; (ii) except for a breach of Other Provisions "A" for which the cure period is set forth in subsection (iv) below, any failure of Licensee to perform or observe any term, covenant, provision or condition of this Agreement which failure is not corrected or cured by Licensee within 30 days of receipt by Licensee of written notice from Licensor, or its designee, of the existence of such a default; except such 30 day cure period shall be extended as reasonably necessary to permit Licensee to complete a cure so long as Licensee commences the cure within such 30 day cure period and thereafter continuously and diligently pursues and completes such cure; (iii) failure of Licensee to abide by the Interference provisions as set forth in section 11; (iv) Licensee breaches Other Provisions "A" and Licensee fails to cure this breach within ten (10) days of Licensor's written notice to Licensee, or its designee of the existence of such default of Other Provisions "A"; (v) Licensee shall become bankrupt, insolvent or file a voluntary petition in bankruptcy, have an involuntary petition in bankruptcy filed against Licensee which cannot be or is not dismissed by Licensee within 60 days of the date of the filing of the involuntary petition, file for reorganization or arrange for the appointment of a receiver or trustee in bankruptcy or reorganization of all or a substantial portion of Licensee's assets, or Licensee makes an assignment for such purposes for the benefit of creditors; (vi) this Agreement or Licensee's interest herein or Licensee's interest in the Tower Facility are executed upon or attached; (vii) Licensee commits or fails to perform an act which results in a default under or nonconformance with the Ground Lease by Licensor and the same shall not be cured within 5 Business Days (or such shorter time as permitted under the Ground Lease to cure) of the



date following written notice to Licensee from Licensor, or its designee, of such default; or (viii) the imposition of any lien on the Approved Equipment except as may be expressly authorized by this License, or an attempt by Licensee or anyone claiming through Licensee to encumber Licensor's interest in the Tower Facility, and the same shall not be dismissed or otherwise removed within 10 Business Days of written notice from Licensor to Licensee.

22. **REMEDIES.** In the event of a default or a breach of this Agreement by Licensee and after Licensee's failure to cure the same within the time allowed Licensee to cure such default, if applicable, then Licensor may, in addition to all other rights or remedies Licensor may have hereunder at law or in equity, (i) terminate this Agreement by giving written notice to Licensee, stating the date upon which such termination shall be effective, accelerating and declaring to be immediately due and payable the then present value of all Monthly License Fees and other charges or fees which would have otherwise been due Licensor absent a breach of the Agreement by Licensee, discounted by an annual percentage rate equal to 5%, (ii) terminate electrical power to the Approved Equipment, and/or (iii) remove the Approved Equipment without being deemed liable for trespass or conversion and store the same at Licensee's sole cost and expense for a period of 30 days after which the Approved Equipment, other than Hazardous Materials, will be deemed conclusively abandoned if not claimed by Licensee. Licensee shall pay all reasonable attorney's fees, court costs, removal and storage fees (including any damage caused thereby), and other items of cost reasonably incurred by Licensor in recovering the Monthly License Fee or other fee or charge. Licensee shall not be permitted to claim the Approved Equipment until Licensor has been reimbursed for removal and storage fees. Past due amounts under this Agreement will bear interest from the date upon which the past due amount was due until the date paid at a rate equal to 18% per annum, or at a lower rate if required by law in the state in which this Agreement is to be performed. In addition, Licensee shall be assessed a late payment fee equal to 25% of the then-current Monthly License Fee for any payment or reimbursement due to Licensor under this Agreement which is overdue by ten (10) days or more and such fee shall be assessed for each 30 day period thereafter that any such amount (or portion thereof) remains unpaid.
23. **GOVERNMENTAL APPROVALS; PERMITS.** In the event that any governmental permit, approval or authorization required for Licensor's use of, operation of, or right to license space to Licensee at the Tower Facility is terminated or withdrawn by any governmental authority or third party as part of any governmental, regulatory, or legal proceeding, Licensor may terminate this Agreement. Licensee hereby agrees that in the event of a governmental or legal order requiring the removal of the Approved Equipment from the Tower, the modification of the Tower, or the removal of the Tower, Licensee shall remove the Approved Equipment promptly, but in no event later than the date required by such order, at Licensee's sole cost and expense. Licensor shall cooperate with Licensee in Licensee's efforts to obtain any permits or other approvals that may be necessary for Licensee's installation and operation of the Approved Equipment, provided that Licensor shall not be required to expend any funds or undertake any liability or obligation in connection with such cooperation. Licensor may elect to obtain such required approvals or permits on Licensee's behalf, at Licensee's sole cost and expense. In no event may Licensee encourage, suggest, participate in or permit the imposition of any restrictions or additional obligations whatsoever on the Tower Facility or Licensor's current or future use or ability to license space at the Tower Facility as part of or in exchange for obtaining any such approval or permit. In the event that Licensee's shelter or cabinets are installed above a third-party or Licensor-owned shelter or building, Licensee shall be solely responsible for obtaining any required approvals, or permits in connection with such shelter or cabinet installation, excepting the consent of other users at the Tower Facility and/or the ground landlord which shall remain the sole responsibility of Licensor where required.

24. **REPLACEMENT OF TOWER/RELOCATION OF APPROVED EQUIPMENT.**

- (a) **Replacement of Tower.** Licensor may, at its election, replace or rebuild the Tower or a portion thereof. Such replacement will (i) be at Licensor's sole cost and (ii) not result in an interruption of Licensee's communications services beyond that which is necessary to replace the new Tower. If Licensee, in Licensee's reasonable discretion, cannot operate the Approved Equipment from the existing Tower during such replacement or rebuild of the Tower, Licensee may establish, at Licensee's sole cost, a temporary facility on the Tower Facility to provide such services as Licensee deems necessary during any such construction by Licensor so long as adequate space is then available. The location of such temporary facilities shall be subject to Licensor's approval. The License Fee due hereunder shall be abated for any period during which Licensee is prevented from broadcasting from the existing Tower due to such replacement or relocation. At the request of either Party, Licensor and Licensee shall enter into an amendment to this Agreement to clarify the rights of Licensor and Licensee to the new Tower Facility.
- (b) **Relocation of Approved Equipment.** (Intentionally deleted).
- (c) **Tower Removal:** If during the term of this Agreement Licensor determines based on engineering structural standards generally applied to communications towers that the Tower is or has become structurally unsound such that pursuant to generally accepted industry safety standards the Tower or a portion thereof must be removed, then, upon 90 days prior written notice to Licensee, Licensor may, in its sole discretion either (i) remove the Tower and terminate this Agreement effective as of the date of such removal, or (ii) modify the Tower and relocate Licensee's Approved Equipment to an alternative location on the modified Tower. If Licensee and Licensor are not



able to agree on an alternative location on the modified Tower for the installation of Licensee's Approved Equipment within the foregoing 90 day notice period, then Licensee or Licensor may elect to terminate the Agreement.

25. **EMMISSIONS.** If antenna power output ("**RF Emissions**") is presently or hereafter becomes subject to any restrictions imposed by the FCC or other governmental agency for RF Emissions standards on Maximum Permissible Exposure ("**MPE**") limits, or if the Tower Facility otherwise becomes subject to federal, state or local rules, regulations, restrictions or ordinances, Licensee shall comply with Licensor's reasonable requests for modifications to the Approved Equipment which are reasonably necessary for Licensor to comply with such limits, rules, regulations, restrictions or ordinances and Licensor shall use commercially reasonable efforts to cause all other licensees of the Tower Facility to promptly comply. If Licensor requires an engineering evaluation or other power density study be performed to evaluate RF Emissions compliance with MPE limits, then all reasonable costs of such an evaluation or study shall be paid proportionately by Licensee and all other licensees of the Tower within 30 days of Licensor's request therefor. If said study or a study sponsored by any governmental agency indicates that RF Emissions at the Tower Facility do not comply with MPE limits, then Licensee and Licensor, each for itself, shall immediately take any and all steps necessary to ensure that it is individually in compliance with such limits, up to and including cessation of operation, until a maintenance program or other mitigating measures can be implemented to comply with MPE and in addition, Licensor shall use commercially reasonable efforts to cause all other licensees of the Tower to take similar steps necessary to ensure that they are individually in compliance with such limits.
26. **ENVIRONMENTAL.** Licensee covenants that it will not use, store, dispose, or release any Hazardous Substances on the Tower Facility in violation of Applicable Law. Licensee agrees to indemnify and save harmless Licensor against any and all Claims, liabilities, causes of action, Damages, orders, judgments, and clean-up costs arising from Licensee's breach of any the covenants contained in this section 26. The obligations of Licensee to indemnify Licensor pursuant to this section 26 shall survive the termination or expiration of this Agreement.
27. **SUBROGATION.**
- (a) **Waiver.** To the extent permitted by law, Licensor and Licensee waive all rights against each other and any of their respective consultants and contractors, agents and employees, for Damages caused by perils to the extent covered by the proceeds of the insurance provided herein, except such rights as they may have to the insurance proceeds. All insurance policies required under this Agreement shall contain a waiver of subrogation provision under the terms of which the insurance carrier of a Party waives all of such carrier's rights to proceed against the other Party. Licensee's insurance policies shall provide such waivers of subrogation by endorsement. To the extent permitted by law, Licensee shall require by appropriate agreements, written where legally required for validity, similar waivers from its contractors and subcontractors. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
- (b) **Mutual Release.** Notwithstanding anything in this Agreement to the contrary, Licensor and Licensee each release the other and its respective affiliates, employees and representatives from any Claims by them or any one claiming through or under them by way of subrogation or otherwise for Damage to any person or to the Tower Facility and to the fixtures, personal property, improvements and alterations in or on the Tower Facility that are caused by or result from risks insured against under any insurance policy carried by each and required by this Agreement, provided that such releases shall be effective only if and to the extent that the same do not diminish or adversely affect the coverage under such insurance policies and only to the extent of the proceeds received from such policy.
28. **GOVERNING LAW.** This Agreement shall be governed by the laws of the state in which the Tower Facility is located, with the exception of its choice of laws provisions. If any provision of this Agreement is found invalid or unenforceable under judicial decree or decision, the remaining provisions of this Agreement shall remain in full force and effect. Any approval, consent, decision, or election to be made or given by a Party may be made or given in such Party's sole judgment and discretion, unless a different standard (such as reasonableness or good faith) is provided for explicitly.
29. **FINANCING AGREEMENT.** Licensee may, upon written notice to Licensor, mortgage or grant a security interest in the Approved Equipment to any such mortgagees or holders of security interests including their successors and assigns. No such security interest shall extend to, affect or encumber in any way the interests or property of Licensor.
30. **MISCELLANEOUS.** Upon Licensor's written request, Licensee shall promptly furnish Licensor with complete and accurate information in response to any reasonable request by Licensor for information about any of the Approved Equipment or utilities utilized by Licensee at the Tower Facility or any of the channels and frequencies utilized by Licensee thereon. In the event that this Agreement is executed by Licensor, its Affiliates or any trade name utilized by



Licensor or its Affiliates and such signatory does not hold the real Tower Facility or leasehold interest in the affected Tower Facility, the execution of this Agreement shall be deemed to have been properly executed by Licensor or Licensor's Affiliate which properly holds such interest in the affected Tower Facility. Upon the termination or expiration of this Agreement, Licensee shall immediately upon the request of Licensor deliver a release of any instruments of record evidencing such Agreement. Notwithstanding the expiration or earlier termination of this Agreement, sections 15, 16, 17, and 26 shall survive the expiration or earlier termination of the Agreement. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision herein (whether or not similar), nor shall such waiver constitute a continuing waiver unless expressly agreed to in writing by the affected Party. This Agreement constitutes the entire agreement of the Parties hereto concerning the subject matter herein and shall supersede all prior offers, negotiations and agreements, whether written or oral. No revision of the Agreement shall be valid unless made in writing and signed by authorized representatives of both Parties. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Agreement shall be deemed an original and may be introduced or submitted in any action or proceeding as a competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this first be proven.

31. **CONFIDENTIALITY.** Neither Party shall use the other's name, service mark or trademark in any public announcement or advertisement without the prior written consent of the other Party, which may be withheld in such Party's sole and absolute discretion.

The offer of license expressed in this Agreement shall automatically expire and become void if two unaltered counterparts of this Agreement, executed by Licensee, are not delivered to Licensor within 30 days of the Effective Date.

ATTACHED EXHIBITS:

Exhibit A: List of Approved Equipment and location of the Licensed Space

Exhibit B: Site Drawings indicating the location of Ground Space for Licensee's equipment shelter or space in Licensor's building (as applicable)

Exhibit C: As-Built Drawings or Construction Drawings to be attached within 45 days after Commencement Date in accordance with Section 3

Appendix I: Definitions

Appendix II: Insurance



Exhibit A
List of Approved Equipment and location of the Licensed Space

Initials: _____ / _____

ECM#41028
Rev. 02.24.09

Exhibit A

Customer Name: COUNTY OF GLOUCESTER, NJ		ATC Asset Name: SOUTH HARRISON NJ		ATC Asset #: 141		
		Customer Site Name: South Harrison NJ		Customer Site #: N/A		
GROUND SPACE REQUIREMENTS						
Total Lease Area	Sq. Ft: 164.00'	Primary Contiguous Lease Area		L: 16.00'	W: 8.00'	H: 9.00'
		ATC Building		16.00'	8.00'	9.00'
		Outside Primary Lease Area		N/A	N/A	N/A
		Generator AREA		9.00'	4.00'	N/A
BACKUP POWER REQUIREMENTS						
Generator: Stand Alone	Capacity(KW): 50.0	Fuel Tank Size(gal): 300.0	Fuel Type: Diesel	Fuel Tank Setback(radius): N/A		
UTILITY REQUIREMENTS						
Power Provided By: Utility Company Direct		Electric Svc. (amps/volts): N/A				
Telco/Interconnect: Microwave						
TRANSMITTER & RECEIVER SPECIFICATIONS						
Type: N/A	Quantity: N/A	TX Power(watts): N/A		ERP(watts): N/A		
ANTENNA EQUIPMENT SPECIFICATIONS						
Type	DISH-STANDARD	OMNI	TTA	DISH-STANDARD	PANEL	DIPOLE
Manufacturer	Commscope	Sinclair	Bird	Commscope	Sinclair	RFI Antennas
Model #	PAR6-59/B (154 lbs)	SC412-HF2LDF	432-83H-01-T	PAR6-59/B (154 lbs)	SE414-SF1P2LNF	FSA10-41
Dimensions HxWxD	6.36' x 6.36' x 1.49'	251.5" x 5" x 5"	14" x 12" x 7"	6.36' x 6.36' x 1.49'	53" x 8.5" x 2.9"	53" x 41" x 5"
Weight(lbs.)	154.0	79.0	25.0	154.0	14.0	32.0
Location	Tower	Tower	Tower	Tower	Tower	Tower
RAD Center AGL	260.0'	260.0'	250.0'	230.0'	162.5'	162.5'
Antenna Tip Height	263.2'	270.5'	250.6'	233.2'	164.7'	164.7'
Antenna Base Height	256.8'	249.5'	249.4'	226.8'	160.3'	160.3'
Mount Type	Stand-Off	Side Arm	Side Arm	Stand-Off	Side Arm	Side Arm
Quantity	1	1	1	1	1	1
Azimuths/Dir. of Radiation	96.9	1	1	339.85	1	1
Quant. Per Azimuth/Sector	1	1	1	1	1	1
TX/RX Frequency Units	GHz	MHz	N/A	GHz	MHz	MHz
TX Frequency	6175	0	N/A	6175	771.4625	154.13
RX Frequency	6175	801.4625	N/A	6175	0	0
Using Unlicensed Frequencies?	No	No	No	No	No	No
Antenna Gain	35.6/ 35.7/ 35.8	11.5	0	35.6/ 35.7/ 35.8	7.5	5
Total # of Lines	1	1	2	1	1	1
Line Quant. Per Azimuth/Sector	1	1	2	1	1	1
Line Type	Elliptical	Coax	Coax	Elliptical	Coax	Coax
Line Diameter Size	EU 63	1/2" Coax	7/8" Coax	EU 63	7/8" Coax	7/8" Coax
Line Configuration	N/A	N/A	N/A	N/A	N/A	N/A

ANTENNA EQUIPMENT SPECIFICATIONS

Type	YAGI	N/A	N/A	N/A	N/A	N/A
Manufacturer	Sinclair	N/A	N/A	N/A	N/A	N/A
Model #	SY350SFXSNM	N/A	N/A	N/A	N/A	N/A
Dimensions HxWxD	34" x 15" x 3.8"	N/A	N/A	N/A	N/A	N/A
Weight(lbs.)	3.0	N/A	N/A	N/A	N/A	N/A
Location	Tower	N/A	N/A	N/A	N/A	N/A
RAD Center AGL	25.0'	N/A	N/A	N/A	N/A	N/A
Antenna Tip Height	26.4'	N/A	N/A	N/A	N/A	N/A
Antenna Base Height	23.6'	N/A	N/A	N/A	N/A	N/A
Mount Type	Stand-Off	N/A	N/A	N/A	N/A	N/A
Quantity	1	N/A	N/A	N/A	N/A	N/A
Azimuths/Dir. of Radiation	270	N/A	N/A	N/A	N/A	N/A
Quant. Per Azimuth/Sector	1	N/A	N/A	N/A	N/A	N/A
TX/RX Frequency Units	MHz	N/A	N/A	N/A	N/A	N/A
TX Frequency	453	N/A	N/A	N/A	N/A	N/A
RX Frequency	458	N/A	N/A	N/A	N/A	N/A
Using Unlicensed Frequencies?	No	N/A	N/A	N/A	N/A	N/A
Antenna Gain	7	N/A	N/A	N/A	N/A	N/A
Total # of Lines	1	N/A	N/A	N/A	N/A	N/A
Line Quant. Per Azimuth/Sector	1	N/A	N/A	N/A	N/A	N/A
Line Type	Coax	N/A	N/A	N/A	N/A	N/A
Line Diameter Size	1/2" Coax	N/A	N/A	N/A	N/A	N/A
Line Configuration	N/A	N/A	N/A	N/A	N/A	N/A

Revision#3-577650

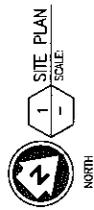
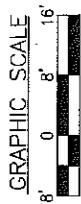
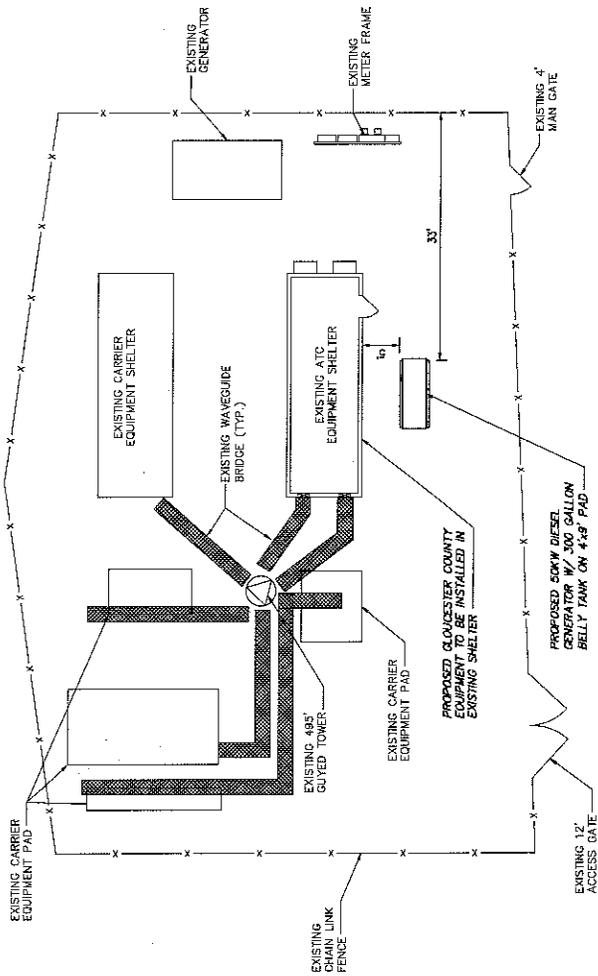
Exhibit B

Site Drawing indicating the location of Ground Space for Licensee's equipment shelter or space in Licensor's building (as applicable)

Licensee shall not commence installation until Licensor has approved in writing said drawing and attached it hereto.

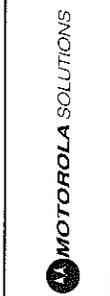
Initials: _____ / _____

ECM#41028
Rev. 02.24.09



NO.	DATE	REVISIONS
1	11/21/14	ISSUED FOR CONSTRUCTION
2		
3		
4		
5		

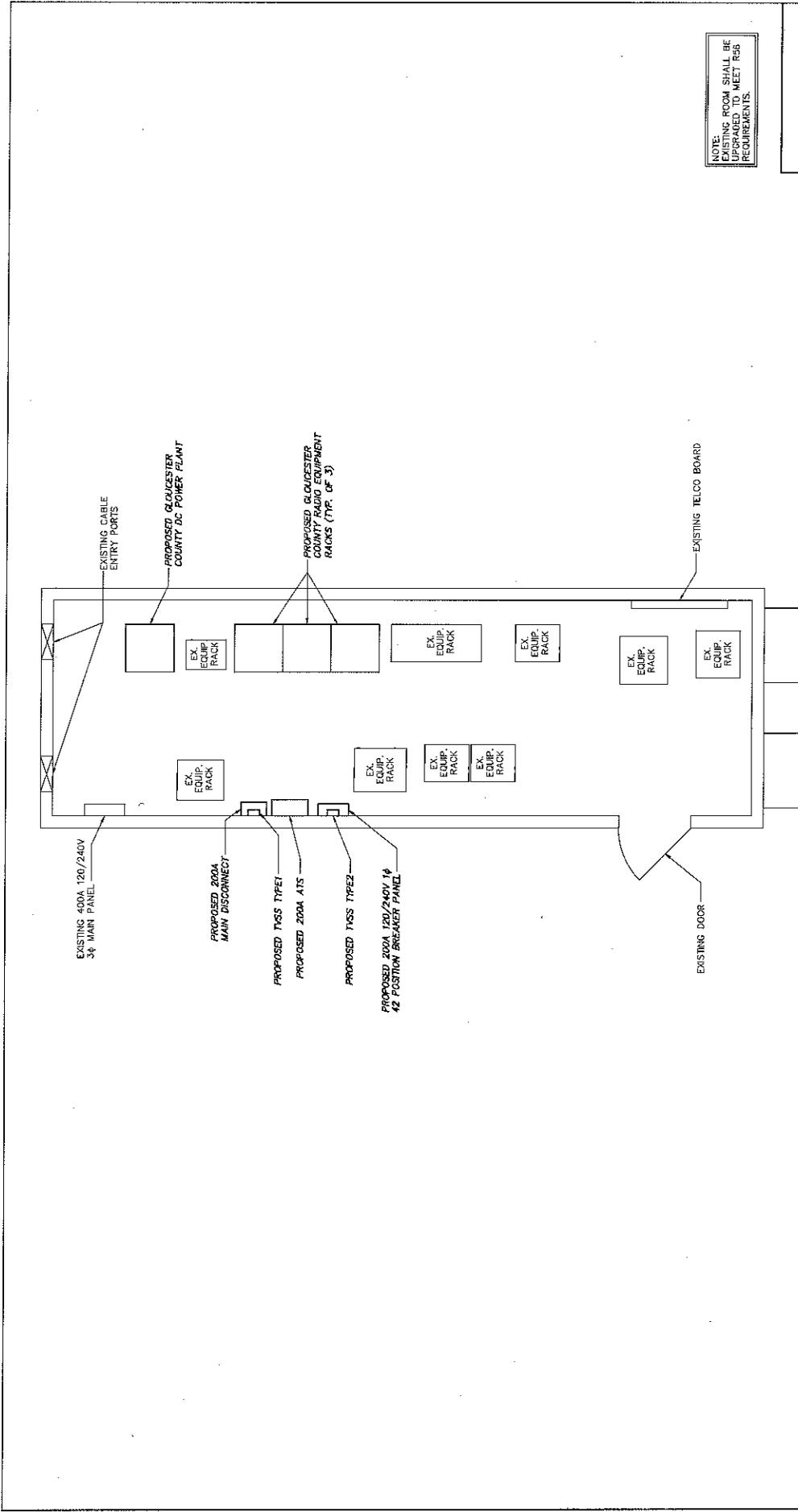
infinigy
 e n g i n e e r i n g
 2525 NORTH HILL ROAD
 WASHINGTON, CA 94022
 OFFICE # (707) 444-1143
 FAX # (707) 444-1142
 376-009



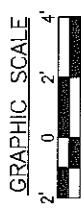
SITE PLAN
 SOUTH HARRISON
 78 VESTRY ROAD
 SWIDESBORO, NJ 08085

C3
REV 0

IT IS A VIOLATION OF LAW FOR ANY PERSON, FIRM OR CORPORATION TO REPRODUCE OR TRANSMIT IN ANY MANNER OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF A LICENSED PROFESSIONAL ENGINEER, TO DUPLICATE OR DISSEMINATE THE CONTENTS OF THIS DOCUMENT.



NOTE: EXISTING ROOM SHALL BE MODIFIED TO MEET RGS REQUIREMENTS.



1 SHELTER EQUIPMENT PLAN SCALE

NO.	DATE	REVISIONS	BY	CHK	APP
0	10/21/14	ISSUED FOR CONSTRUCTION	DAK	PHR	CMW

infinigy
engineering
2565 SOUTH HILL ROAD
MARIETTA, GA 30066
OFF: 770-973-4447
FAX: 770-973-4447
378-009



MOTOROLA SOLUTIONS



SHELTER EQUIPMENT PLAN
SOUTH HARRISON
79 VESTRY ROAD
SWEDESBORO, NJ 08065

C3A

REV 0

IT IS A VIOLATION OF LAW FOR ANY PERSON TO REPRODUCE OR TRANSMIT THIS DOCUMENT BY ANY MEANS WITHOUT THE WRITTEN PERMISSION OF A LICENSED PROFESSIONAL ENGINEER TO ALTER THIS DOCUMENT.

Exhibit C
As Built Drawings or Construction Drawings

To be attached hereto within 45 days after the Commencement Date.

Appendix I Defined Terms

Affiliate(s): Any corporation, partnership, limited liability company or other entity that (i) is controlled directly or indirectly (through one or more subsidiaries) by Licensee, or (ii) is the successor or surviving entity by a merger or consolidation of Licensee pursuant to Applicable Law, (iii) purchases all or substantially all of the assets of Licensee. For purposes of this definition, "**control**" means the possession of the right through the ownership of 50% or more of the shares with voting rights to effectively direct the business decisions of the subject entity.

Agreement: defined in the introductory paragraph.

Annual Escalator: defined in section IV on page 1.

Applicable Law: All applicable statutes, ordinances, laws, regulations and directives of any federal, state or local governmental unit, authority or agency having jurisdiction over a Licensed Space or affecting the rights and obligations of Licensor or Licensee under this Agreement, including without limitation, the Communications Act of 1934, as amended from time to time, FCC Rules and Regulations, and the rules, regulations and written policies and decisions of the FAA.

Application: defined in section IV on page 1.

Application Fee: defined in section IV on page 1.

Approved Equipment: the communications system, including antennas, radio equipment, cabling and conduits, shelter and/or cabinets and other personal property owned or operated by Licensee at the Licensed Space, as defined in Exhibit A or B to this Agreement.

Business Day: a day other than a Saturday, Sunday or legal holiday for commercial banks under the laws of the United States or the Commonwealth of Massachusetts.

Claims: demands, claims, suits, actions, proceedings or investigations brought against a person by an unrelated or unaffiliated Person.

Commencement Date: defined in section IV on page 1.

Common Expenses: defined in section 7.

Connection Fee: defined in section IV on page 1.

Construction Drawings: defined in section 3.

Damages: debts, liabilities, obligations, losses, damages, excluding consequential or punitive damages, costs and expenses, interest (including, without limitation, prejudgment interest), penalties, reasonable legal fees, court costs, disbursements and costs of investigations, deficiencies, levies, duties and imposts.

Easement: defined in section 2.

Effective Date: defined in the introductory paragraph.

FAA: the United States Federal Aviation Administration or any successor federal agency established for the same or similar purpose.

FCC: the United States Federal Communications Commission or any successor federal agency established for the same or similar purpose.

FCC Rules and Regulations: All of the rules, regulations, public guidance, written policies and decisions governing telecommunications generally and wireless telecommunications specifically as promulgated and administered by the FCC, which on the Effective Date includes, but is not limited to, those administered by the Wireless Telecommunications Bureau of the FCC and more specifically referenced as the Code of Federal Regulations, title 47, parts 0 through 101, as amended.

Ground Lease: defined in section 20.

Ground Space: The portion of the Tower Facility licensed for use by Licensee to locate a portion of the Approved Equipment thereon, in the square footage amount depicted on exhibit B of this Agreement. In no event shall the Ground Space include the air space or rights above the Approved Equipment located in the Ground Space.

Hazardous Substances: Any hazardous material or substance which is or becomes defined as a hazardous substance, pollutant or contaminant subject to reporting, investigation or remediation pursuant to Applicable Law; any substance which is or becomes regulated by any federal, state or local governmental authority; and any oil, petroleum products and their by-products.

Holdover Fee: defined in subsection 6(c).

Indemnified Party: any person entitled to Indemnification under section 15 hereof.

Initial Term: defined in subsection 6(a).

Interference: defined in subsection 11(a)(i).

Labeling Fee: defined in section 9.

Licensed Frequencies: defined in subsection 11(a)(ii).

Licensed Space: Location of the Approved Equipment on the Tower and at the Ground Space as more specifically described in Exhibits A and B attached hereto.

Licensed User: defined in subsection 11(a)(iii).

Licensee: defined in the introductory paragraph.

Licensor: defined in the introductory paragraph.

Monthly License Fee: defined in subsection 5(a).

MPE: defined in section 25.

Notice Address: defined in section 18.

NTP (Notice to Proceed): Written notice from Licensor to Licensee acknowledging that all required documentation for the construction and installation of the Approved Equipment has been received and approved by Licensor and Licensee is authorized to commence its installation of the Approved Equipment at the Licensed Space, as more particularly set forth in section 10(a) of this Agreement.

Party(ies): Licensor or Licensee.

Permitted Frequencies: defined in section III on page 1 and referenced in Other Provisions "A".

Priority User: defined in subsection 11(a)(iv).

Relocation Application Fee: defined in section IV on page 1.

Remittance Address: defined in section II of page 1.

Renewal Term(s): defined in subsection 6(b).

RF Emissions: defined in section 25.

Site Inspection Fee: defined in section IV on page 1.

SSIS: defined in subsection 10(b).

SSIS Fee: defined in subsection 10(b).

Structural Analysis Fee: defined in subsection 10(b).

Subsequent User: defined in subsection 11 (a)(v).

Term: Initial Term and each Renewal Term which is effected pursuant to section 6 of this Agreement.

Tower: A communications or broadcast tower owned and operated by Licensor and located at the Tower Facility.

Tower Facility: Certain real property owned, leased, subleased, licensed or managed by Licensor shown on page 1 of this Agreement, on which a Tower owned, leased, licensed or managed by Licensor is located.

Unlicensed Frequencies: defined in subsection 11(a)(vi).

Unlicensed User: defined in subsection 11(a)(vii).

Utility Fee: defined in section IV on page 1.

LICENSOR SITE NAME / NUMBER: SOUTH HARRISON NJ / 141
LICENSEE SITE NAME/NUMBER: South Harrison NJ / N/A

Work: all work relating to the construction, installation, relocation and reconfiguration of Licensee's Approved Equipment on the Tower Facility, including without limitation, construction management, construction of an equipment pad, installation or modification of lines, antennas, shelters and equipment cabinets.

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Appendix II Insurance

A. LICENSOR shall maintain in full force during the Term of this Agreement the following insurance:

1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of \$500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.
2. Commercial General Liability Insurance (Bodily Injury and Tower Facility Damage), the limits of liability of which shall not be less than \$1,000,000.00 per occurrence.
3. An umbrella policy of not less than Five Million Dollars (\$5,000,000.00).

The above insurance shall provide that LICENSEE will receive not less than 30 days written notice prior to any cancellation of, or material change in coverage. The insurance specified in this Item A shall contain a waiver of subrogation against LICENSEE and shall name LICENSEE as an additional insured, and shall be primary over any insurance coverage in favor of LICENSEE but only with respect to and to the extent of the insured liabilities assumed by LICENSOR under this Agreement and shall contain a standard cross-liability endorsement.

B. LICENSEE shall maintain in full force during the Term of this Agreement and shall cause all contractors or subcontractors performing Work on any Licensed Space prior to the commencement of any such Work on behalf of Licensee to maintain the following insurance:

1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of \$500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.
2. Commercial General Liability Insurance (Bodily Injury and Tower Facility Damage), the limits of liability of which shall not be less than \$1,000,000.00 per occurrence.
3. An umbrella policy of not less than Five Million Dollars (\$5,000,000.00).

The above insurance shall provide that LICENSOR will receive not less than 30 days written notice prior to any cancellation of, or material change in coverage. The insurance specified in this Item B shall contain a waiver of subrogation against LICENSOR and shall name LICENSOR as additional insured, and shall be primary over any insurance coverage in favor of LICENSOR but only with respect to and to the extent of the insured liabilities assumed by LICENSEE under this Agreement and shall contain a standard cross-liability endorsement.

C. Notwithstanding the foregoing insurance requirements, (a) the insolvency, bankruptcy, or failure of any insurance company carrying insurance for either Party, or failure of any such insurance company to pay Claims accruing, shall not be held to waive any of the provisions of this Agreement or relieve either Party from any obligations under this Agreement, and (b) Licensor reserves the right, from time to time, to increase the required liability limits described above in Items A and/or B in accordance with then-current customary insurance requirements in the tower industry nationally.

C-1

**RESOLUTION TO AMEND THE CONTRACT WITH THE NEW JERSEY
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT DECREASING
THE CONTRACT AMOUNT BY \$4,013.00**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on October 2, 2013 authorizing the execution of a contract between the County of Gloucester and the New Jersey Department of Labor and Workforce Development, for PY' 2013 funds to be utilized by Gloucester County to provide employment and training services to County residents in various disciplines; in the total amount of \$3,866,671.00; and

WHEREAS, due to additional grant funding a subsequent Resolution was adopted increasing the total contract amount on December 4, 2013 in the amount of \$4,013.00; and

WHEREAS, due to a decrease in the form of SmartSTEPS funds, it is necessary to amend said contract in the amount of \$4,013.00, resulting in the following estimated funds for the grant period July 1, 2013 to June 30, 2014;

WIA Adult	\$ 530,543.00
WIA Youth	\$ 595,183.00
WIA Dislocated Worker	\$ 787,469.00
Work First NJ	\$1, 914,476.00
Workforce Learning Link	\$ 39,000.00

Total **\$3,866,671.00**

WHEREAS, the amount of \$3,866,671.00 represents funds received from the State of New Jersey during PY' 2013, to be utilized by Gloucester County to enhance services to County residents; and

WHEREAS, the purpose of the Contract is to accept the aforesaid funds in accordance with the previously approved Workforce Investment Area Five-Year Plan; and

WHEREAS, the County of Gloucester-Department of Economic Development is cognizant of the conditions that are imposed by the carrying out of the Workforce Investment Act activities with Federal financial assistance.

NOW THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to the contract amendment and any other pertinent documents between the County of Gloucester and the New Jersey Department of Labor and Workforce Development from July 1, 2013 to June 30, 2014.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Tuesday, November 25, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

New Jersey Department of Labor and Workforce Development
Workforce Development Area Contract

WIB Area: Gloucester PY 2013 Funds Plan No.: ET-08-PY13
 DUNS No.: 957362247 Mod No.: 2

A. Grant Recipient: (Name & Address)

County of Gloucester
 County Building Box 337
 Woodbury, New Jersey 08096
 Chief Executive Officer: Robert M. Damming
 Legal Entity Status: Public
 Federal Employer ID No.: 21-6000-660

B: State Grantor/Department

Harold J. Wirths, Commissioner
 New Jersey Department of Labor and Workforce Development
 PO Box 055, Trenton, NJ 08625-0055
 Contact Person & Telephone No.:
 Jeff Flatley, Director 609-984-2477
 Division of Workforce Portfolio and Contract Management

C. Local Area Operating Entity:

Gloucester County Economic Devel
 115 Budd Boulevard
 West Deptford, New Jersey 08096
 Contact: Tom Bianco, Acting Director
 Tel. No.: 856-384-6951

WorkFirst NJ Operating Entity:

Same
 Contact: Tom Bianco, Acting Director
 Tel. No.: 856-384-6951

D. Funding Levels by Source:

WIA / FEDERAL FUNDS:
 Adult: 530,543
 Youth: 595,183
 Dislocated Worker: 787,469
 Add'l Federal Funds: 0
 Add'l Federal Funds: 0
 Add'l Federal Funds: 0
 Add'l Federal Funds: 0
 Add'l Federal Funds: 0

STATE FUNDS:
 WorkFirst NJ: 1,914,476
 WIB Admin: 0
 WLL: 39,000
 SmartSTEPS: 0
 Bus. Development: 0
 WDP - DW: 0
 Add'l State Funds: 0

Federal TOTAL: \$1,913,195

State TOTAL: \$1,953,476

Contract TOTAL: \$3,866,671

The contract period for these funds is July 1, 2013 to June 30, 2014.

Grantor/Department and Grant Recipient's Agreement Signatures

The Grant Recipient and Workforce Investment Board agree to provide employment and training services in accordance with all the provisions of their approved Plan and the attached Assurances, Certifications and General Provisions. If this Contract, including the Assurances, Certifications and General Provisions, annexed hereto, correctly sets forth your understanding of your approved Plan, please indicate your organization's approval by having this signed by the Chief Executive Officer of the organization and returned to the Grantor.

Accepted & Agreed by the Grant Recipient	Accepted & Agreed by the WIB Chairperson	Accepted & Agreed by Grantor/Department
Name: <u>Robert M. Damming</u>	Name: <u>Hosea Johnson</u>	Name: <u>Harold J. Wirths</u>
Signature: _____	Signature: <u>[Signature]</u>	Signature: _____
Title: <u>Freeholder Director</u>	Title: <u>WIB Chairperson</u>	Title: <u>Commissioner</u>
Date: _____	Date: <u>10/15/2014</u>	Date: _____

CA

Standard Assurances and Certifications

ASSURANCES AND CERTIFICATIONS

The Department of Labor and Workforce Development (LWD) will not award a grant where the grantee has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this agreement the grantee hereby certifies and assures that it will fully comply with the following:

- 1) Assurances Non Construction Programs (SF 424 B)
- 2) Debarment and Suspension Certification (29 CFR Part 98)
- 3) Certification Regarding Lobbying (29 CFR Part 93)
- 4) Drug Free Workplace Certification (29 CFR Part 98)
- 5) Nondiscrimination and Equal Opportunity Assurance (29 CFR Part 37)

By signing the agreement the grantee is providing the above assurances and certifications as detailed below:

1) ASSURANCES NON CONSTRUCTION PROGRAMS

NOTE: Certain assurances may not be applicable to your project or program. If you have questions, please contact the grantor agency.

As the duly authorized representative of the applicant, I certify that the applicant:

- A) Has the legal authority to apply for federal assistance and the institutional managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- B) Will give the LWD, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting principles or agency directives or the LWD directives.
- C) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- D) Will initiate and complete the work within the applicable time frame after receipt of approval from the LWD.
- E) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of the Office of Personnel Management's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- F) Will comply with all federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq. (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101- 6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972, 21 U.S.C. 1101, et seq. (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 21 U.S.C. 801, et seq. (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act (42 U.S.C. 290 dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

- G) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq. (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- H) Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- I) Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally-assisted construction subagreements.
- J) Will comply, if applicable, with Flood Insurance Purchase Requirements of section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4001, et seq. (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- K) Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 U.S.C. 4321, et seq. (P. L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of federal actions to state (Clear Air) implementation plans under section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974 as amended, 42 U.S.C. 300f, et seq. (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531, et seq. (P.L. 93-205).
- L) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271, et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- M) Will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1, et seq.).
- N) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
- O) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544), as amended, (7 U.S.C. 2131, et seq.) pertaining to the care, handling and treatment of warm blooded animals held for research, teaching or other activities supported by this award of assistance.
- P) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801, et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- Q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and the Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments and Nonprofit Organizations.
- R) Will comply with all applicable requirements of all other federal laws, executive orders, regulations and policies governing this program.
- S) Will comply with the Federal Transparency Act requiring recipients and subrecipients of federal financial assistance to obtain a Data Universal Numbering System (DUNS) number and will report the DUNS number to the LWD as a condition of receiving a federal grant or award.

2) CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by EO 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, sections 85.105 and 85.110.

The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

- A) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency or the state of New Jersey.
- B) Have not within a three year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- C) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and have not within a three year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
- D) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant or contract.

3) CERTIFICATION REGARDING LOBBYING

As required by 31 U.S.C 1352 and implemented at 34 CFR Part 82, for the persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, sections 82.105 and 82.110 that applicant certifies that:

The undersigned (i.e., grantee signatory) certifies, to the best of his or her knowledge and belief 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 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 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 subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C 1352. 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.

4) CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees as defined at 34 CFR Part 85, sections 85.605 and 85.610.

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

- A) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B) Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The grantee's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A.
- D) Notifying the employee in the statement required by paragraph A that as a condition of employment under the grant, the employee will:
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- E) Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- F) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency.
- G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A, B, C, D, E and F.

5) NONDISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCE

As a condition to the award of financial assistance from the LWD, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- A) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.
- B) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- C) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- D) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- E) Americans with Disabilities Act (P.L. 101-336) which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications. It requires all affected entities (businesses) to provide *reasonable accommodation* to persons with disabilities.

6) LIABILITY

This agreement is subject to all of the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. and the availability of appropriations.

The state of New Jersey does not carry any public liability insurance, but the liability of the state of tort claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act. The act also creates a special self-insurance fund and provides for payment of claims against the state of New Jersey or against its employees for tort claims arising out of the performance of their duties for which the state is obligated to indemnify.

The contractor/grantee shall defend, protect, hold harmless and indemnify the LWD from all liabilities arising out of a contract/grant matter, which the contractor/grantee or its subcontractors has been negligent.

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

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

Gloucester County Department of Economic Development
115 Budd Boulevard
West Deptford, New Jersey 08096

Gloucester County/Thorofare One Stop Career Center
215 Crown Point Road
Thorofare, New Jersey 08086

Check () if there are workplaces on file that are not identified.

The following are hereby designated:

1. Fiscal agent (as defined by the Workforce Investment Act at sections 117 and 118 and in related regulations at 661.350 (a)):
**County of Gloucester
County Court House
PO Box 337
Woodbury, New Jersey 08096**

2. One-Stop Operator (as defined by the Workforce Investment Act at sections 101, 117 and 121 and in related regulations at 662.410):
**Daniel Angelucci, One Stop Operator
Gloucester County One Stop Career Center
215 Crown Point Road
Thorofare, New Jersey 08086**

3. Workforce point of contact (as designated by the signee to be the contact point for the state of New Jersey for purpose of communication):
**Thomas Bianco, Director
Workforce Investment Board
115 Budd Boulevard
West Deptford, New Jersey 08096**

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications. I further certify that as the duly authorized representative, I retain the authority to accept funds and participate in the related programs with the agreement of the jurisdiction. The information provided below and the information provided herein, accurately reflect the desires and wishes regarding the use of these funds within this jurisdiction consistent with the requirements of the funding sources and our intent. Further, with my affixed signature, our jurisdiction agrees to follow and be responsive to the rules, laws, policies and plans developed by the federal and state governments related to the funds included in this agreement and require all subgrantees under this agreement to agree to same.

Printed Name and Title: **Robert M. Damminger**
Freeholder Director

Signature

Date

General Provisions

DEFINITIONS

For the purpose of this document, the following definitions apply:

- Grantor is defined as the New Jersey Department of Labor and Workforce Development which is also referred to as the LWD.
- Contractor/Grantee is defined as any agency, organization or individual in direct receipt of funds by written instrument from the LWD.
- Subcontractor/Subgrantee is defined as any agency, organization or individual in direct receipt of funds by written instrument from a contractor/grantee.
- Program exit is defined as a participant having either been designated by the local area as such or who has not received a service funded by the program or funded by a partner program for 90 consecutive calendar days and is not scheduled for future services.
- Number served is those participants who are registered and receiving services.
- Definitions for financial terms below are derived from the **One-Stop Comprehensive Financial Management Technical Assistance Guide**. This document may be found on the Internet at http://www.doleta.gov/grants/pdf/FinalTAG_August_02.pdf. The financial definitions below shall be those used in review and audit of related processes and systems. Local area records must conform with the definitions of the following terms from that document:
 - Obligations are defined as the amounts of orders placed, contracts and subgrants awarded, goods and services received, and similar transactions during a given period that will require payment by the grantee.
 - Expenditures/outlays are defined as charges made to the project or program. They may be reported on a cash or accrual basis. For reports prepared on a cash basis, outlays are the sum of actual cash disbursement for direct charges for goods and services, the amount of indirect expense incurred, the value of in-kind contributions applied, and the amount of cash advances and payments made to contractors and subgrantees. For reports prepared on an accrued expenditure basis, outlays are the sum of actual cash disbursements, the amount of indirect expense incurred, the value of in-kind contributions applied, and the new increase(or decrease) in the amounts owed by the grantee for goods and other property received, for services performed by employees, contractors, subgrantees, subcontractors and other payees and other amounts becoming owed under programs for which no current services or performance are required, such as annuities, insurance claims and other benefit programs. Quarterly reports shall be prepared on the accrual basis.
 - Administration is defined as the allocable portion of the costs for support services and not related to the **direct provision of workforce investment services, including services to participants and employers**. Administrative functions are specified to include the following:
 - General administrative functions such as accounting, financial and cash management, procurement, property management, personnel management and payroll

- Audit functions and those duties associated with coordinating the resolution of findings originating from audits, monitoring, incident reports or other investigations
- General legal services
- Goods and services used for administrative functions
- Developing systems, including information systems, related to administrative functions
- The cost of awards made to subrecipient or vendor organizations for administrative services of the awarding agency (e.g., payroll service for staff or clients)

Administrative costs are accumulated and reported only by state and local boards, direct recipients (i.e., the state or Title ID grantee), the local grant recipient or subrecipient, the fiscal agent for a local area and the One-Stop Career Center Operator. If the local area makes an award to a vendor for an administrative function such as developing a procurement system, then the vendor costs are classified as administrative. With the exception of the aforementioned type of administrative contract, all awards to vendors and subrecipients are considered program costs and would be reported in the program cost category.

- Accrued expenditures are defined as the charges incurred by the grantee during a given period requiring the provision of funds for (1) goods and other tangible property received; (2) services performed by employees, contractors, subgrantees, subcontractors and other payees; and (3) other amounts becoming owed (by the grantee) under programs for which no current services or performance are required, such as annuities, insurance claims and other benefits.

The LWD retains the right to examine all costs to determine appropriateness of the charge to a category. The contractor/grantee is responsible for ensuring that all efforts are made to ensure that administrative costs are kept to a minimum not to exceed the limits established by federal law, rules or policies.

1) SPECIAL GRANT CONDITIONS FOR HIGH RISK GRANTEEES

A) A grantee may be considered high risk if the LWD determines that a grantee:

- 1) Has a history of unsatisfactory performance;
- 2) Is not financially stable;
- 3) Has a financial management system which does not meet the standards set forth in section 2;
- 4) Has not conformed to terms and conditions of previous awards;
- 5) Is otherwise not responsible; and
- 6) The LWD determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.

B) Special conditions or restrictions may include:

- 1) Payment on a reimbursement basis;
- 2) Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period;
- 3) Requiring additional, more detailed financial reports;
- 4) Additional project monitoring;
- 5) Requiring the grantee to obtain technical or management assistance; and
- 6) Establishing additional prior approvals.

C) If the LWD decides to impose such conditions, the LWD will notify the grantee as soon as possible, in writing, of:

- 1) The nature of the special conditions/restrictions;
- 2) The reason(s) for imposing the special conditions;
- 3) The corrective actions that must be taken before the special conditions will be removed by the LWD and the time allowed for completing the corrective actions; and
- 4) The method of requesting reconsideration of the conditions/restrictions imposed.

2) FINANCIAL MANAGEMENT SYSTEM

A) The grantee shall be responsible for maintaining an adequate financial management system and will immediately notify the LWD when the grantee cannot comply with the requirements established in this section of the grant.

B) The grantee's financial management system shall provide for:

1) Financial Reporting:

Accurate, current and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the grant and such format is to be on an accrual basis unless otherwise approved by the LWD;

2) Accounting Records:

Records that adequately identify the source and application of funds for LWD-supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income;

3) Internal Control:

Effective internal and accounting controls over all funds, property and other assets. The grantee shall adequately safeguard all such assets and assure that they are used solely for authorized purposes;

4) Budget Control:

Comparison of actual expenditures or outlays with budgeted amounts for each grant. Also, the relationship of the financial information with performance or productivity data, including the development of unit cost information required by the LWD;

5) Allowable Cost:

Procedures for determining reasonableness, allowability and allocability of costs generally consistent with the provisions of federal and state requirements;

6) Source Documentation:

Accounting records that are supported by source documentation; and

7) Cash Management:

Procedures to minimize the time elapsing between the advance of funds from the LWD and the disbursement by the grantee, whenever funds are advanced by the LWD.

- C) The LWD may require the submission of a Statement of Adequacy of the Accounting System, as provided in Chapter II-2 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**.
- D) The LWD may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the LWD determines that the grantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by the LWD upon written notice to the grantee, until such time as the system meets with the LWD approval.
- E) The LWD requires that the grantee/contractor develop/maintain a documented financial management system that is committed to a document and conforms to applicable federal, state laws and generally accepted accounting principles.
- F) The grantee/contractor shall develop/maintain a cost allocation/resource sharing plan regarding the resources developed to the One-Stop Career Center consistent with requirements set forth in appropriate laws, regulations and the **One-Stop Comprehensive Financial Management Technical Assistance Guide**.

3) ALLOWABLE COSTS

Funds expended in this project shall be those as stated in the agreement for the purposes and functions outlined, unless changed by an approved modification. The contractor/grantee shall be entitled only to reimbursement for actual expenses incurred or obligated during the contract/grant period or during an approved extension agreed upon

by the contractor/grantee and the LWD, and only in the amount specified in the agreement. All obligations shall be liquidated within three months of the completion of the contract period or an approved extension.

It is the intent of the state that all funds be used in a unified and integrated manner in order to provide seamless service delivery, and not to create duplication and multiple administrative entities within the same organization.

No funds under this contract may be used for purposes other than employment and ToWork related activities. These funds may not be used to supplement nor supplant services funded through other efforts. These funds cannot be used to duplicate services and staff being funded under other efforts.

No funding under this agreement can be used to provide for bonuses or other payments above and beyond legitimate wages, salaries or any other form of compensation.

Should any funds under this agreement be used for the purpose of satisfying any contractor/grantee or subcontractor pooled costs (i.e., indirect costs or general and administrative), it is the sole responsibility of the contractor/grantee to provide documentation substantiating such cost. The LWD retains the right to question this or any other costs charged to this grant or contract.

All data pertaining to clients served under this agreement must be included in America's One-Stop Operating System (AOSOS). Costs related to clients not registered and/or reported in AOSOS may be disallowed.

Upon completion of training, participants should be referred to placement services, either through the training provider or the One-Stop Career Center. Participants may be enrolled into appropriate funded services, such as Job Seeking/Changing Skills or Job Search Workshop to aid the participant in securing employment, or receive activities such as referrals to job orders or job order development. Once a participant has not received any funded services or staff assisted activity for 90 consecutive calendar days and is not scheduled for future services, a soft exit will occur in AOSOS.

Contractors/Grantees who are government, educational or nonprofit organizations must comply with federal cost principles as established in OMB Circulars A-87, A-21 or A-122. These circulars establish government wide cost principles, including a requirement that salaries and wages charged to this contract be supported by personnel activity reports.

The LWD does not provide funding that should be intended as working capital. Funds received are for the sole intent of the contracted program. Funds from any agreement must be used in the manner agreed upon within the agreement. Any changes in intent or use must be approved by the LWD.

Interest earned from any funds included in this agreement must be used consistent with the agreement and with the applicable laws, rules and policies associated with the funding source which resulted in the interest. Further, any interest earned must be reported consistent with program income.

Each contractor/grantee shall have a written policy regarding the subject of leave accounting. Such policies must be consistent with policies of the grant recipient and must be available for the LWD to review. The LWD retains the right to assess such policies for their potential impact on service provision and require changes to ensure such services may not be impacted by local policies. Each contractor/grantee has the responsibility to ensure that its subgrantees, where appropriate, have similar documentation. The LWD retains the right to determine whether costs/rates within this category are excessive.

Each contractor/grantee shall have a written policy regarding severance pay. Such policies must be consistent with policies of the grant recipient and must be available for review by the LWD. The LWD retains the right to assess such policies for their potential impact on service provision and require changes to ensure such services may not be impacted by local policies. Each contractor/grantee has the responsibility to ensure that its subgrantees, where appropriate, have similar documentation. The LWD retains the right to determine whether costs/rates within this category are excessive.

Each contractor/grantee shall establish a written policy to address the provision of personnel benefits paid, incurred or purchased under this agreement. Costs associated with personnel benefits should be consistent with the developed

policy and should apply to the contractor/grantee and its subgrantees where appropriate. The LWD retains the right to determine whether costs/rates within this category are excessive.

Contractors/Grantees must ensure that costs related to meetings, entertainment, meals, graduations and celebrations are appropriate and of a de minimis amount. Each contractor/grantee must establish written policies consistent with that of the grant recipient. The LWD retains the right to assess such policy for their potential impact on service provision and require changes to ensure such activities may not be impacted by local policies. Each contractor/grantee has the responsibility to ensure that its subgrantees, where appropriate, have similar documentation. The LWD retains the right to determine whether costs/rates within this category are excessive.

Funds used under this grant must be used for the benefit of the program and its clients. Contractors/Grantees may not use resources from this agreement to benefit the results of non-applicable programs, the application for grants under non-applicable programs, nor employment under non-applicable programs. Contractors/Grantees using funds in such manner may have these costs disallowed. Contractors/Grantees shall establish policies on a local level to ensure that, where appropriate, similar requirements apply.

No wages under this agreement, whether for full time or part time work, may exceed the federally imposed limit as set forth in Public Law 109-234 and/or any limits established through applicable law, regulation or order by the state of New Jersey. This establishes a cap for not only annual wages, but should be pro-rated to ensure that hourly, weekly, monthly or any wages either wholly or partially funded under this agreement do not exceed the allowed amount on that basis either. Any costs above the total or pro-rated amount may be the basis for a disallowed cost for the entirety of the amount, not just any excessive amount. Each contractor/grantee has the responsibility to ensure that no subgrantees violate this cap and that any violation on that basis is similarly disallowed.

The LWD reserves the right to cap and deny any requests associated with pooled costs (i.e., indirect or general and administrative). It is incumbent upon the contractor/grantee to provide sufficient documentation regarding such requests including documentation of its development and components and approval by the appropriate cognizant agency. Funding of the budgeted amount of the pooled costs in this grant/contract does not imply approval by the LWD of the amount or method of calculation.

4) MATCHING AND COST SHARING

The grantee shall be required to account to the satisfaction of the LWD for matching and cost sharing requirements of the grant in accordance with federal and state requirements.

5) PROGRAM INCOME

Program income shall be defined as gross income earned by the grantee from grant-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees and royalties on patents and copyrights.

- A) If a grantee receives interest earned of \$250 or more in a fiscal year on advances of grant funds, see Chapter II-7-3 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**.
- B) Unless the grant provides otherwise, the grantee shall have no obligation to the LWD with respect to royalties received as a result of copyrights or patents produced under the grant.
- C) All other program income earned during the grant period shall be retained by the grantee and used in accordance with Chapter II-7 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**.

6) PRICE WARRANTY

Contractor/grantee warrants that the prices agreed upon are not less favorable than those currently extended to any other customer for the same or similar articles in similar quantities. Contractor/grantee extends the same terms and conditions as extended to its most favored customers and final price includes all common reductions for discounts, rebates or other incentives. All goods procured under this contract shall be name brand, first quality, new parts, unless otherwise specified.

7) PAYMENT METHOD

- A) Payments to the contractor/grantee or on behalf of the contractor/grantee shall be issued only after the agreement has been signed and agreed to by both parties. The contractor/grantee will provide sufficient documentation that action has been taken to carry out the terms and conditions of the agreement. Upon receipt of the requisite financial and narrative reports and other forms or reports required by the grantor and upon appropriate certification by the chief financial officer of the LWD or his/her designee, the grantor will pay the contractor/grantee the contracted amount.
- B) The following is required to be submitted in a form satisfactory to the LWD. At its discretion, the LWD may request additional reports.

Payment Voucher (Form PV 6/93) or similar form approved by the LWD – This form will be submitted to the LWD, with supporting documentation that the contracted services are operational and will continue to be for the length specified in the agreement.

8) REPORTING REQUIREMENTS

Contractor/Grantee agrees to provide all reports specified in this agreement within the established timeframe and to the satisfaction of the LWD. All records must be current and reflective of actual events to ensure that reports may be timely and provide an actual depiction of ongoing activities. Contractors/Grantees are responsible for ensuring that reports are based upon current data.

9) MONITORING, EVALUATION AND AUDIT

- A) The contractor/grantee agrees to cooperate with any monitoring, evaluation and/or audit conducted by the grantor or their designees and authorized agents.
- B) The contractor/grantee will maintain its records and accounts in such a way as to facilitate the preparation of financial statements in accordance with generally accepted accounting principles and the audits thereof and ensure that subcontractors/subgrantees also maintain records in the same manner. The contractor/grantee is responsible for any disallowed costs as determined by the LWD including those of its subcontractors.
- C) Contractors/grantees who are governmental or nonprofit organizations and receive over \$500,000 in either state or federal funds agree to have an audit conducted which meets the requirements of the Single Audit Act (31 U.S.C. 75), and federal OMB Circular A-133, *Audits of States, Local Governments and Nonprofit Organizations*. Audits must also conform with the New Jersey OMB Circular Letter 04-04 *Single Audit Policy For Recipients of Federal Grants, State Grants and State Aid*.

Government and nonprofit organizations receiving more than \$100,000 in combination of state and federal funds agree to have a financial audit in accordance with Government Auditing Standards (Yellow Book Standards).

- 1) To meet these requirements, the contractor/grantee's audit reports must include the auditor opinion on the contractor/grantee's compliance with the material terms and conditions of state grant agreements, state aid programs and applicable laws and regulations.
 - 2) Contractor/grantee audit reports must contain a supplemental schedule of the entity's state grant and state aid financial assistance programs. This schedule must show for each program:
 - State Grantor Organization;
 - Program Title;
 - State Account Number;
 - Program Account; and
 - Total Disbursements.
- D) Contractors/grantees who are for-profit companies and receive \$100,000 in either state or federal funds agree to have an independent audit which includes one of the following:

A grant specific audit in accordance with Government Auditing Standards (Yellow Book Standards); or, a financial audit report conducted under generally accepted auditing standards which includes a separate report on compliance with contractual provisions; or, a special report applying agreed upon procedures including, but not limited to, reviewing and testing the cost and expenses incurred for which reimbursement was

requested to determine their propriety under the contract; review of the training records which substantiate training was completed in accordance with the contracts.

The LWD's chief financial officer reserves the right to accept alternate assurances of contractor/grantee compliance in the event an independent audit cannot be provided.

- E) The LWD reserves the right to build upon the audit received. Interim audits may be conducted at the discretion of the LWD.
- F) Contractors/grantees agree to provide full access to their books and records and to any audit or review of financial and compliance requirements of the LWD.
- G) The LWD reserves the right to require plans for audit resolution. The LWD further retains the right to implement steps toward such resolution should the contractor/grantee fail to be responsive and a need to institute collection is warranted. Such action on the part of the LWD shall include prior notice and include opportunity for appeal.
- H) Contractors/grantees agree to require that all subgrantees whose receipt of funds under this agreement meet or exceed levels, regardless of whether it be through a single or multiple agreements, required for contractor/grantee independent audit, shall provide an independent audit consistent with the requirements established herein for the contractor/grantee.
- I) Contractor/grantee agrees to monitor its subgrantees. Such monitoring shall include review of program, financial and performance for all efforts. Entities receiving awards of \$50,000 a year, whether through one or multiple agreements, must be monitored annually. A schedule for all monitoring shall be developed and available upon request. Monitoring tools shall be used and a record of such efforts must be retained. In any event of a monitoring finding or recommendation, the contractor/grantee is responsible for communicating such to the applicable body in a timely manner and require, document and follow-up on related actions.
- J) The contractor/grantee must maintain records in support of the cost allocation/resource sharing plan discussed under section 2. These records must be auditable and consistent with the plan.

10) COMPLAINTS, GRIEVANCES AND APPEALS

All contractors/grantees must promulgate a written policy regarding complaints, grievances and appeals. The process must be written in a manner that is clear and understandable. The information must be provided to all customers, communicated in a manner in which they may understand, be consistent with, at a minimum all federal and state requirements, offer the opportunity for appeal and establish reasonable timeframes for response. All contractors/grantees must also establish for all complaints regarding potential, claimed or actual violations of the Equal Employment Opportunity regulations. These too must minimally satisfy federal and state requirements. As appropriate, documentation regarding these efforts must also designate the appropriate person designated to consider these matters.

11) RECORDS

All documents, patents, copyrights, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, reports, plans and other materials prepared by the contractor/grantee in connection with the project are the property of the LWD. Such material will be delivered to the LWD upon request.

Retention – The contractor/grantee agrees to maintain all records pertinent to all grants, contracts and agreements, including financial, statistical, property and participant records and supporting documentation for a period of seven years from the date of the final expenditure or final program report, whichever is the latest. The aforementioned records will be retained beyond the seven years if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved. The contractor/grantee agrees to insure that subgrantees retain records in accordance with these requirements. In the event of the termination of the relationship between contractor/grantee and subgrantees, the contractor/grantee shall be responsible for the maintenance and retention of the records of any subgrantees unable to retain them.

Access – The grantor may investigate any matter it deems necessary to determine compliance with state or federal policy and/or procedures. The investigations authorized by this provision may include examining records (including

making certified copies thereof), interviewing employees and entering any premises or onto any site in which any part of a program of the contractor/grantee is conducted or in which any of the records of the contractor/grantee are kept.

Additionally, all parties must comply with laws, regulations and policies regarding New Jersey Public Records Law.

The contractor/grantee understands that all records must be current and reflective of actual and timely information. Purposeful provision of inaccurate, untimely or manipulated data may be cause for further action.

12) PROCUREMENT STANDARDS

Procurement of supplies, equipment and other services with funds provided by this grant shall be accomplished in a manner generally consistent with federal and state and local requirements.

Adherence to the standards contained in the applicable federal, state and local laws and regulations does not relieve the grantee of the contractual responsibilities arising under its procurements. The grantee is the responsible authority, without recourse to the LWD, regarding the settlement and satisfaction of all contractual and administrative issues and claims arising out of procurement entered in support of a grant.

The contractor/grantee shall maintain a written procurement document that satisfies all federal/state requirements and ensures competition where appropriate, utilizes past performance as a determinant of future use, requires cost/price analysis of acquisition and develops an oversight system for the process. Any/all procurement documentation must require and include specific language regarding the avoidance of conflict of interest in any procurement process and document any steps to be taken to ensure that such steps have been taken.

The contractor/grantee shall not be allowed to use procurement rules as a tool toward procurement pass-through. Contractor/grantee shall not be allowed to enter into an agreement whose sole or primary purpose is to obfuscate the desire and intent of procurement standards as set forth by this agreement and applicable federal and state requirements.

13) PROPERTY

The contractor/grantee is responsible and accountable for all equipment and property purchased with funds under this agreement, including purchases made by any contractor or subcontractor receiving payments on behalf of the contractor/grantee. A current inventory of such property and equipment, with a value of \$1,000 or more, shall be maintained by the contractor/grantee. Procedures for property records are outlined in the state of New Jersey Treasury Circular 11-19, <http://www.state.nj.us/infobank/circular/cir1119b.pdf>, and the contractor/grantee shall follow those procedures. The contractor/grantee agrees to provide the same security and safekeeping measures for property paid for under this contract as the contractor/grantee provides for the same or similar property owned by the contractor/grantee. The contractor/grantee agrees to impose similar conditions upon any contractor or subcontractor engaged to provide services under this contract.

14) TRAVEL AND CONFERENCES

Conferences or seminars conducted by the contractor/grantee shall be held at the contractor/grantee's facilities or at public facilities whenever possible.

15) SUBCONTRACTING

Contractor/grantee will perform all terms and conditions of this agreement unless a provision allowing the subcontracting of work is contained in the agreement. All terms and conditions applicable to the contractor/grantee would apply to any subcontractors or third parties hired by the contractor/grantee. It is the responsibility of the contractor/grantee to have appropriate agreements in place, in a timely manner, for all subcontracts/agreements. All such agreements should be consistent with the requirements of this document.

16) MODIFICATIONS

Modification to the agreement will be made in accordance with procedures prescribed by the grantor effective at the time of submission of the modification.

- A) The contractor/grantee agrees to submit a written modification and receive approval from the LWD prior to changing any budget line item contained in this agreement.
- B) The grantor and contractor/grantee agree to make any changes to this agreement only through a written modification.
- C) All modifications to this agreement will be appended to and become part of this contract.

17) DISPUTES

The contractor/grantee agrees to attempt to resolve disputes arising from this agreement by administrative process and negotiations in lieu of litigation. The contractor/grantee assures continued performance of this agreement while any dispute is pending.

Any dispute arising under this grant or agreement, which is not settled by informal means, shall be decided by the grantor, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the contractor/grantee. The contractor/grantee shall be afforded an opportunity to be heard and to offer evidence in support of its position. Pending final decision of a dispute hereunder, the contractor/grantee shall proceed diligently with the performance under the agreement.

The dispute resolution mechanism described in this section is not exclusive. The grantor and contractor/grantee preserves all rights in law and equity to pursue any claims that may arise.

This agreement shall be governed by and construed and enforced in accordance with the laws of the state of New Jersey.

18) SEVERABILITY

If any one or more provisions of the agreement are finally adjudicated to be unlawful or unenforceable by a court of competent jurisdiction, then this agreement shall be construed as if such unlawful provisions had not been contained herein.

19) TERMINATION

- A) Termination for Convenience – The grantor or contractor/grantee may request a termination for any reason. The grantor or contractor/grantee shall give 30 days advance notice, in writing, to the other parties to this agreement of the effective date of such termination. The contractor/grantee shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of termination.
- B) Termination for Cause – The grantor may terminate this agreement when it has determined that the contractor/grantee has failed to provide the services specified, or complied with any of the provisions contained in this contract or approved application, or otherwise breached the terms of this agreement. If the contractor/grantee fails to perform in whole or in part under this agreement, or fails to make sufficient progress so as to endanger performance, or otherwise breaches the terms of this agreement, the grantor will notify the other parties to this agreement of such unsatisfactory performance or breach in writing. The contractor/grantee has 10 working days in which to respond with a plan agreeable to the grantor for correction of the deficiencies. If the contractor/grantee does not respond within the appointed time with corrective plans satisfactory to the grantor, the grantor will serve a termination notice on the contractor/grantee which will become effective within 10 days after receipt. In the event of such termination, the grantor shall only be liable for payment for services rendered prior to the effective date of the termination, provided such services are performed in accordance with the provisions of this agreement.
- C) Termination or Reduction of Funds
 - 1) The contractor/grantee agrees that major changes to this contract, both in terms of program content and funding levels, may be required prior to its implementation or during the term of its operations due to new or revised legislation or regulations. The contractor/grantee agrees that any such changes deemed necessary by the LWD shall be immediately incorporated into this grant.
 - 2) Future payments under this agreement may be suspended or terminated upon refusal to accept or satisfy any additional conditions that may be requested by the grantor.

20) CONTRACT CLOSEOUT

- A) The following definitions shall apply for the purpose of this section:

- 1) Contract Closeout – The closeout of a contract is the process by which the grantor determines that all applicable administrative actions and all required work of the contract have been completed by the contractor/grantee.
 - 2) Date of Completion – The date by which all activities under the contract are completed, or the expiration date in the grant award document, or any supplement or amendment thereto.
- B) The contractor/grantee shall submit a closeout package per the terms of the agreement, unless otherwise extended by the grantor, after completion of the contract period or termination of the contract. Closeout forms will be supplied by the grantor.
 - C) The contractor/grantee will, together with the submission of the closeout package, return to the grantor any unexpended funds or unobligated (unencumbered) cash advances except such sums as have been otherwise authorized, in writing, by the grantor to be retained.
 - D) Within the limits of the contract amount, the grantor may make a settlement for any upward or downward adjustments of costs after the final reports are received.
 - E) The contractor/grantee is responsible for those costs found to be disallowed, including those of any contractor or subcontractor paid from funds under this grant or contract, and the grantor retains the right to recover any appropriated amount after fully considering the recommendations on disallowed costs resulting from the final audit, even if a final audit has not been performed prior to the closeout of the contract.
 - F) The contractor/grantee shall account for any property received from the grantor or acquired with funds under this grant, including any property received or acquired by a contractor or subcontractor under this grant.
 - G) The contractor/grantee shall forward closeout package to the grantor within 60 days of the closeout.

21) PERFORMANCE

The contractor/grantee assures performance will be in accordance with, and within the period of, this agreement and will immediately report any conditions that may adversely affect performance to the LWD as soon as they become known. Grantee agrees to meet negotiated program performance levels as a condition of future funding and to any program requirements stated in the Notices of Obligation that granted operational authority for the funds contained in this contract. Any fraud or suspected fraud involving granted funds must be reported to the grantor with 48 hours of its discovery. The contractor/grantee shall establish and document a process to ensure that the results of programs and services provided with funds provided by this agreement and overseen and reviewed to ensure that these resources are maximized for effectiveness and results in addition to any specific program requirements as established by law, regulation or policy. The contractor/grantee shall ensure that such process includes a determination of effectiveness and that such findings, minimally on an annual basis, are committed to writing and shared with the LWD. The contractor/grantee acknowledges that the LWD has the right and responsibility to take action and potentially sanction any area that fails to attain satisfactory performance consistent with the rules overseeing any of the funds under this agreement.

22) CONFLICTS OF INTEREST

The contractor/grantee shall avoid organizational conflicts of interest or the appearance of conflicts of interest in the conduct of procurement activities. Any gratuities in the form of entertainment, gifts or otherwise offered by the contractor/grantee, its agent or representative to any office or employee of the LWD with a view toward securing this contract or securing favorable treatment with respect to the awarding, amending or the making of any determination will render the contract voidable at the option of the LWD, and may justify further action under applicable state laws. The contractor/grantee agrees that it shall ensure that all steps are taken to avoid actual or potential conflicts of interest in their efforts under this agreement. The contractor/grantee must guarantee and monitor its system to ensure that all staff, officers, board or staff members touched by resources under this agreement are not in conflict. The contractor/grantee shall develop/maintain a written code of conduct which provides specific requirements and processes to ensure that that anyone, including staff and board members, shall not be in conflict and indicate the steps the contractor/grantee will take to avoid the potential of conflict.

23) OPEN GOVERNMENT PRACTICES

The contractor/grantee shall ensure that any activity funded in whole or part of this agreement meets the highest of ethical standards and shall not violate applicable federal, state or local rules regarding any of the following subjects:

- Patronage
- Political Activities
- Hatch Act
- Sectarian Activities
- Maintenance of Effort/Supplanting
- Open Public Meeting

Written policies regarding the contractor/grantee shall be documented, maintained and available for review. Contractor/grantee should also require that subgrantees establish, document and maintain such policies as appropriate.

24) BONDING AND INSURANCE

The contractor/grantee shall ensure that every officer, director or employee who is authorized to act on behalf of the contractor/grantee for the purpose of receiving funds into program accounts or issuing financial documents, checks or other instruments of payment is bonded to provide protection against loss.

25) AVAILABILITY OF FUNDS

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

Grant Specific Provisions

Please use this space to define the role, responsibilities of the following entities consistent with the Workforce Investment Act, the local workforce investment plan and the Workforce Investment Board/local elected officials Memorandum of Understanding:

Grant recipient:

The County of Gloucester is the recipient of the Workforce Investment Act funds and all other state funds dedicated to employment and training services of the residents of Gloucester County. The County has designated the Gloucester County Department of Economic Development to be the department to serve the intended recipients of these dollars.

Fiscal agent:

The County of Gloucester is the fiscal agent for all employment and training related funds. The County Treasurer ensures that all funds are expended appropriately and in a timely fashion.

Workforce Investment Board:

The Board is appointed by the Gloucester County Board of Chosen Freeholders in accordance with federal and state guidelines. The Board conducts oversight of the One Stop system, youth activities and employment and training activities under Title I of WIA. This is done in partnership with the Board of Chosen Freeholders. Activities including, but not limited to changes in services, budget allocations, establishing employer linkages, educational and employment related activities and youth services are discussed by the appropriate WIB committees. The committee chairs then offer proposals to the WIB Executive Committee for approval. These approved proposals are then recommended to the Freeholder Board. The County Board of Chosen Freeholders will make the final decision regarding any changes.

One-Stop Operator:

The One Stop Operator is the Gloucester County Department of Economic Development. This entity includes the staff to the Workforce Investment Board, the Division of Workforce Development, which is the division that directly serves those customers in need of employment and training services, Division of Business Development and Tourism, and Division of Community Development Block Grant. All the divisions are mutually dependent upon each other and have a direct impact on the county's quality of life and economic condition.

The LWD will provide the contractor/grantee a template to submit a line item budget which indicates the projected use for all funds included in this agreement, which is due to the LWD by October 31st of the respective program year. Unexpended funds that are expected to be available from previous agreements, which constitute carry-in, shall also be included in the budget. Such budget must indicate for each line item, the intended amount dedicated to the effort and indicate the various grant sources intended to pay for that function as part of cost allocation. Modifications are expected as funding and program priorities may change. It is the responsibility of the contractor/grantee to update the budget in a timely manner to reflect any such changes. Such budget must account for all dollars provided under this agreement and carry-in funds. The document must clearly indicate those new dollars reflected in any Notice of Obligation. All budgets shall clearly identify staff costs and indicate whether the cost constitutes an administrative or program cost. Accompanying the budget must be a staff roster which includes a listing of all positions that are a part of the budget and being funded, in whole or in part, with funds provided by this agreement. For each staff position, it should be clearly indicated the grant(s) which are funding the staff position, whether the position is charged against program or administrative costs and whether the position has direct customer contact with either client or employer customers. The budget document must include a cover letter indicating agreement on such budget with the signature of the lead elected official and the chair of the Workforce Investment Board. Also required is a statement of accomplishment for the previous year, acknowledgement of the previous year's performance, steps to be taken to ensure failure does not continue with risk of potential sanction and anticipated steps for continuous improvement undertaken by the entities funded by the agreement.

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

Robert M. Damminger
Freeholder Director

Signature

Date

C-2

RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH ROWAN COLLEGE AT GLOUCESTER COUNTY TO PROVIDE ADULT LITERACY EDUCATION FROM DECEMBER 1, 2014 TO NOVEMBER 30, 2024 IN AN AMOUNT NOT TO EXCEED \$195,800.00 IN YEAR ONE

WHEREAS, N.J.S.A. 40A:65-1 et seq. specifically authorizes local government units, to enter into agreements for the provision of shared services; and

WHEREAS, the Rowan College at Gloucester County (Local Unit) provides adult literacy/TASC (formerly GED) services to the residents of the County; and

WHEREAS, the County of Gloucester recognizes the need to enter into an agreement with this Local Unit in order to continue and expand these services; and

WHEREAS, the term of this Agreement shall be for a ten (10) year period effective December 1, 2014 and ending November 30, 2024, in an amount of not to exceed \$195,800.00 in the first year of this Agreement. Compensation to the Local Unit and program objectives may vary in each successive year. Continuation of this Agreement is contingent upon the parties agreeing to available funding and services each year; and

WHEREAS, the amount of \$195,800.00 shall be charged against budget line item #s GO2-14-084-001-21227 (TANF) for \$136,060.00 and # GO2-14-084-002-21227 (GA/SNAP) for \$59,740.00 (WFNJ).

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and Clerk of the Board to attest to a Shared Services Agreement and any other pertinent documents between the County and Rowan College at Gloucester County (RCGC) from December 1, 2014 to November 30, 2024.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Tuesday, November 25, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

02

SHARED SERVICES AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

**ROWAN COLLEGE AT GLOUCESTER COUNTY
AS THE OPERATING AGENCY OF
THE WORK FIRST NEW JERSEY
ADULT LITERACY
AND
COMMUNITY WORK EXPERIENCE PROGRAM (CWEP)**

Dated:

December 1, 2014

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT, dated _____, 2014, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey (referred to as "County") and **ROWAN COLLEGE AT GLOUCESTER COUNTY** (referred to as "Local Unit"); and

RECITALS

1. The County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at One N. Broad Street, Woodbury, NJ 08096;
2. The Rowan College at Gloucester County ("Local Unit") is a corporation of the State of New Jersey with offices located at 1492 & 1400 Tanyard Road, Sewell, New Jersey, 08312;
3. The County through the Department of Economic Development – Workforce Investment Board is aware of the need to serve eligible Work First New Jersey adults with low literacy; adult basic educational needs or to require a New Jersey High School Diploma via the Test Assessing Secondary Completion (TASC formerly known as the GED);
4. The Local Unit has the capability of serving as the operating agency of the Work First New Jersey Adult Literacy and Community Work Experience Program (CWEP) facility at Rowan College at Gloucester County and the County shall pay Local Unit for expenditures related to the development and implementation of said Community Work Experience Program.
5. N.J.S.A. 40A:65-1 et seq., provides a mechanism through which counties and municipalities may enter into an agreement for the provision of shared services;

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

AGREEMENT

A. DESCRIPTION OF THE PROJECT.

The Project for purposes of this Agreement shall consist of the provision of services at Rowan College at Gloucester County for adult literacy and Community Work Experience Program (CWEP) services within the County of Gloucester.

B. LOCAL UNIT RESPONSIBILITIES.

The Local Unit will:

1. Serve as the Operating Agency of the Work First Adult Literacy and Community Work Experience Program (CWEP) located at Rowan College at Gloucester County.
2. Comply with all requirements, terms, and conditions as set forth in Attachments A through D annexed hereto.

3. Meet the minimum expected performance outcomes as described in **Attachment D, Article 4**, performance criteria, and reports 4.1-4.7 annexed hereto.
4. Meet the expected level of service of 100 adults who will be part of the Work First New Jersey-CWEP.

C. PAYMENT

County agrees to compensate the Local Unit in the amount not to exceed **\$195,800.00 in the first year of this agreement** for continuation of the workplace literacy programs to assist adults to obtain basic education, pre-employment and New Jersey High School Diploma. The Local Unit must submit monthly expenditures by the 10th of each month. Said expenditures shall be accompanied by **Attachment C**. Present and future funding is contingent upon funding availability from NJ/US Department of Labor, and Local Unit meeting the minimum expected performance outcomes.

Final invoices from Local Unit must be received by December 10th of each fiscal/program year. Should the invoices not be delivered to the WIB by that time, payment cannot be processed resulting in those expenses being absorbed by the Local Unit.

Pursuant to the NJ Labor and Workforce Development (LWD) funds must be fully obligated by June 30th and fully expended by December 31st of each fiscal/program year.

D. DURATION OF AGREEMENT.

This Agreement shall be effective for the period from December 1, 2014 to November 30, 2024. **Compensation to the Local Unit and program objectives may vary in each successive year. Continuation of this agreement is contingent upon the parties agreeing to be bound each year.**

Upon 30 days written notice, either party may terminate this agreement without cause. The Local Unit shall be entitled to compensation for all work performed prior to such termination.

E. LIMITATION OF DELEGATION.

To the extent that this Agreement constitutes a delegation of authority by the County to the Local Unit, this Agreement shall not be construed to delegate any authority other than the authority to perform the services described in this Agreement.

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

The parties recognize that currently there may be certain legal relationships existing between the parties with regard to other activities of the parties, and nothing in this Agreement shall be construed to be in derogation of those relationships.

F. INDEMNIFICATION OF COUNTY.

- (a) During the Term of this Shared Services Agreement, the Local Unit shall indemnify and shall hold the County, the members of the Board and its officers, agents and employees harmless

against, and the Local Unit shall pay any and all, liability, loss, cost, damage, claims, judgment or expense, of any and all kinds or nature, which shall be imposed by law, which the County, the members of the Board or its officers, agents and employees may sustain or may be subject to or may be caused to incur by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, or upon or arising out of any services performed by County in connection with the work described in this Agreement. The Local Unit shall be responsible for the performance of these promises to indemnify and defend only with regard to claims asserted in connection with the performance of services by the County for the Local Unit.

(b) The Local Unit at its own cost and expense, shall defend any and all such claims, suits and actions which may be brought or asserted against the County, the members of the Board or its officers, agents or employees; provided, however, that this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance of its obligation to defend the County, the Local Unit and any other insured party which may be named in such policy or insurance in connection with any claims, suits or actions which are covered by the terms of such policy.

(c) The County and Local Unit agree as follows:

(i) The County shall give an authorized Local Unit representative prompt written notice of the filing of each such claim and the institution of each such suit or action, and the Local Unit shall give an authorized County representative prompt written notice of the filing of each such claim and the institution of each such suit or action;

(ii) The County shall not, without the prior written consent of the Local Unit, adjust, settle or compromise any such claim, suit or action with respect to the Project, and the Local Unit shall not, without the prior written consent of the County, adjust, settle or compromise any such claim, suit or action with respect to the Project; and

G. COMPLIANCE WITH LAWS AND REGULATIONS.

Each party to this Agreement shall at its own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations, and other governmental requirements, which may be applicable to the performance of the services, described in this Agreement. Specifically, the County will, in performing its services, comply with all applicable laws, rules, and regulations concerning the conduct of such soliciting, interviewing, and related services concerning consideration of employees for hire.

H. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

In the event that any agreement which is contained in this Shared Services Agreement should be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

I. NO PERSONAL LIABILITY. No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the Local Unit or County, in his or her individual capacity, and neither the officers, agents or employees of the Local Unit or County nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

J. MISCELLANEOUS.

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto, aside from the revised annual compensation.
2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, the Local Unit and their respective successors and assigns.
3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
6. **Further Assurances and Corrective Instruments.** The Local Unit and the County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.
7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed entirely within this state, including all matters of enforcement, validity and performance.

K. EFFECTIVE DATE. This Agreement shall be effective as of **December 1, 2014**, which shall be considered the commencement date of this Agreement.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROWAN COLLEGE AT GLOUCESTER COUNTY

FREDERICK KEATING, PRESIDENT

STATEMENT OF WORK

- A. Rowan College at Gloucester County agrees to provide for 100 eligible Work First New Jersey (WFNJ- TANF, General Assistance (GA) and Supplemental Nutrition Assistance Program (SNAP) recipients a combined job skill development, job training, life skills and Adult Literacy/ABE and Test Assessing Secondary Completion (TASC) program that leads to a diploma or permanent employment for participants who reside in Gloucester County New Jersey. The referral to Rowan College at Gloucester County will be supplied by the "To-Work" Case Managers and CWEP Coordinator at the American Job Center (formerly known as the One-Stop). Of the 100 participants to be referred to GCC, 30 participants will be referred to CWEP only activities and 70 participants will attend the integrated basic skills/CWEP program to assist them with the improvement of their basic skills or obtainment of a New Jersey High School diploma credential.

Rowan College at Gloucester County agrees to provide said services effective December 1, 2014 until November 30, 2015 for the amount not to exceed \$195,800 (**Attachment B** for Program Budget).

- B. Rowan College at Gloucester County agrees to hold the County harmless for any injuries suffered by residents while under the supervision and/or care of Rowan College at Gloucester County. The County will be held harmless as pertains to legal fees and the costs of suit. Rowan College at Gloucester County agrees to provide proof of insurance coverage in the amounts satisfactory to the County. (see attachment A-2 for documentation)
- C. The County hereby agrees to be bound by all rules and regulations now in effect with the College and likewise the College hereby agrees to be bound by all rules and regulations now in effect or hereinafter promulgated by the State of New Jersey.
- D. Program Participants will spend a maximum of 36 weeks for 35 hours per week in a combined ABE/TASC Literacy (education) and the Community Work Experience Program (CWEP) together with life skills and/or pre-vocational training that includes but is not limited to the following:

Group CWEP training opportunities:

- Customer Service
- Food Safety/Hospitality
- Healthcare
- Technology
- Logistics

- E. As this is a Cost Reimbursement Agreement, all reporting/corresponding documentation must be submitted to the Department of Economic Development, Workforce Investment Board by the 10th day of each month for reimbursement. (See attachments)

Client/Work Flow

Literacy Work First Customers

- Initial TABE will be conducted at the American Job Center (formerly One-Stop Career Center) – ESL testing with Best Plus will be conducted at Rowan College at Gloucester County.
- American Job Center's Case Manager contacts Instructor at the Center to schedule TANF/GA/SNAP only customer for a Wednesday (ESL) or Thursday interview after taking TABE or when Instructor is available.
- RCGC staff interviews customer, creates prescription and forwards all information to the appropriate Case Manager at the American Job Center in Thorofare.
- Customer begins program the Monday after the prescription interview.
- Post TABE testing will be conducted after every 100 hours of participation or at the discretion of the RCGC Site Coordinator. The customer's results will be forwarded to both MIS and Case Manager.
- Should a WFNJ customer have a TABE score 5th grade or below, customer will be referred to DVR as well RCGC by the Case –Manager.
 - DVR will assess customer while customer is involved with the RCGC CWEP, therefore, DVR assessment is now a countable activity.

CWEP WFNJ Customers Only

- As with Literacy customers, initial TABE testing will be conducted at the American Job Center in Thorofare with copy in file.
- American Job Center WFNJ Case Manager will contact the CWEP coordinator at the Center informing Coordinator of the WFNJ potential candidate for RCGC.
- CWEP Coordinator will contact RCGC Representative in order to coordinate the WFNJ participant's services and set up hours of participation.

Reporting and Monitoring requirements:

- E-Time sheets will be done on a weekly basis by RCGC staff. RCGC Staff will Contact American Job Center WFNJ Case Manager when customer has two unexcused absences.
- Paper work such as LOS report must go to MIS at the American Job Center as well as the 100-hour TABE scores.
- All Customer information must be sent to the appropriate Case Manager.

Extensions

- Ten days prior to extension, RCGC Staff is to contact customer's Case Manager for approval. (This will trigger OMEGA data entry by WFNJ Case Manager).
- GCC Staff is to contact MIS via monthly service report with indication of extension.

Program Narrative:

Rowan College at Gloucester County proposes to provide integrated adult basic education and pre-vocational skills training/Community Work Experience Program to quickly boost Work First New Jersey customers' literacy and work skills so that they can earn credentials, get living wage jobs, and put their talents to work for employers. Participants will attend classes to learn professional/technical content and basic skills in reading, math, writing or English language. As participants progress through the program, they learn basic skills in real-world scenarios offered by the CWEP part of the curriculum.

Rowan College at Gloucester County's TANF/ Community Work Experience Program (CWEP) will provide avenues for occupational educational training to individuals with barriers to employment by way of prevocational instruction in the areas of healthcare, customer services, food safety, hospitality, technology and logistics which will lead to a nationally recognized credential. As an incentive for participants who successfully complete the Basic Skills and Prevocational training, the expense for the national credential will be paid for them. In addition, each participant will be assigned a Community Work Experience project in one of the departments at the College. Each WFNJ participant will complete the following assessments and activities prior to participating in their assigned CWEP assignment:

- Career Interest , Barriers to Employment and Learning Styles Inventory assessments
- Work Skills classes and assessment
- Career Related workshops: Dressing for Success, Team Building, Effective Communications
- Basic Computer classes: Keyboarding, Windows & Intro to Word

The completion of the activities and assessments will assist us with the proper placement of each WFNJ participant for the CWEP activity. Placement in a particular training program will be based on the individual's employment objectives and availability.

The WFNJ participants will follow a plan of training rotations in order to develop the necessary skills to obtain gainful employment/job placement and meet program goals. Throughout the training period of 6 months, participants and RCGC staff and management will be communicating regularly with the participants' Case Managers and the CWEP coordinator at the American Job center. They will discuss strategies to develop and apply for positions that suit the CWEP participant's employment objectives. The CWEP program's main objective is to provide training to individuals with barriers to employment to enable them to obtain unsubsidized employment on a permanent basis. The CWEP objective is to provide life skills training for individuals with barriers to employment to enable them to obtain unsubsidized employment on a permanent basis.

Program Goals

Rowan College at Gloucester County's Adult Literacy/Community Work Experience Program (CWEP) is to provide a range of training, employment and support services to adults who currently have barriers to employment. The program will help participants to learn important job and life skills which will allow them to achieve economic independence and have an improved quality of life. .

Using the Gloucester County American Job Center as a referral source for CWEP participants, the goal is to enroll approximately 100 program participants during the grant period; 30 participants will be referred to CWEP only activities and 70 participants will attend the integrated basic skills/CWEP program to assist them with the improvement of their basic skills or obtainment of a New Jersey High School diploma credential. Placement into the CWEP prevocational program will be based upon the initial assessments. Gloucester County College will meet or exceed the following benchmarks:

- 1) 80% or more of CWEP participants complete the Career Readiness and Life Skills and CWEP Work Experience Projects;
- 2) 75% or more of CWEP participants will participate in prevocational training in the following industries to prepare them for positions in the following industries: healthcare, retail/customer service, technology, logistics and food safety.
- 3) 75% or more of CWEP participants will be placed within a department of the college to obtain hands on work experience
- 4) 30% or more of CWEP participants are placed into unsubsidized employment;
- 5) 75% or more of CWEP participants placed into unsubsidized employment achieve a 90-day job retention rate.

Program Detail

Rowan College at Gloucester County WFNJ/BREM/CWEP is designed to teach professional and technical content and to teach basic skills in reading, math, writing or English language – so students can move through school and into jobs faster. As the WFNJ participants' progress through the program, they learn basic skills in real-world scenarios offered by the prevocational part of the curriculum.

Rowan College at Gloucester County's Adult Literacy/Community Work Experience Program (CWEP) will provide avenues for occupational educational training to individuals with barriers to employment by way of prevocational instruction in the areas of healthcare, customer services, food safety, hospitality, technology and logistics which will lead to a nationally recognized credential. As an incentive for participants who successfully

complete the Basic Skills and Prevocational training, the expense for the national credential will be paid for them.

Rowan College at Gloucester County will include all of the following services within the Community Work Experience Program:

- Career Exploration activities
- Career Readiness workshops
- Computer classes: Keyboard, Windows, Intro to Word, Excel, and PowerPoint
- Prevocational educational opportunities
- CWEP Assignments
- Job Search Assistance
- Job Placement Assistance

Career Readiness and Life Skills

Rowan College at Gloucester County will be the provider of the career and life skills component of the Community Work Experience Program (CWEP) It is their plan to run an open entry/open exit program that can serve approximately 30 CWEP only participants and 70 participants Literacy, who need to improve their basic literacy skills and/or obtain a New Jersey High School Diploma. RCGC's program intends to quickly boost students' literacy and work skills so that students can earn credentials, get living wage jobs, and put their talents to work for employers. Participants will be enrolled in the programs at RCGC for a maximum of nine months.

Community Work Experience Projects

Gloucester County College's Division of Continuing Education will provide Community Work Experience Program (CWEP) services to Gloucester County TANF. The training experience will take place in various departments of the College. For CWEP only training programs, the training projects will take place beginning at 8:30/9:00 a.m. and continue until 2:30/3:00 p.m. There will be a half-hour break for lunch. The CWEP only participants will attend the program 25 hours per week. Participants, who need to improve their basic skills or prepare for a high school diploma, will participate in 20 hours of CWEP.

All CWEP participants will participate in an initial orientation which will consist of the following activities:

- Career Interest , Barriers to Employment and Learning Styles Inventory assessments
- Work Skills classes and assessment
- Career Related workshops: Dressing for Success, Team Building, Effective Communications
- Basic Computer classes: Keyboarding, Windows & Intro to Word

Job Search Assistance

The ultimate goal of the Work First NJ program at GCC is to assist the customers in obtaining the required educational/workplace skills to secure employment or to improve current employment. It is vital for the customer to work towards that goal. All staff assigned to the Literacy/CWEP will make every effort to assist WFNJ participants in reaching their goals. The counselor will work closely with the students, the Career and Academic Placement Center, and the instructors to assist the students with obtaining the necessarily workplace skills, soft skills, and career resources to gain employment.

To assist the WFNJ participants with obtaining employment, each participant will participate in the following career related activities:

- Work Skills classes which will give them the necessary basic skills required by employers and prepare them for the Work Readiness Credential
- Participate in Career Exploration workshops and events
- Participate in of upcoming positive recruitments, job fairs, and Career Expos
- Participate in career workshops offered by the Career and Academic Placement Center. the topics include dressing for success, networking and Internet job search techniques

CWEP-Prevocational Training

The Literacy/CWEP program is designed for a maximum of 6 months of training, but allows for an open entry/exit system. Placement decisions will be made by the program administrator and the program counselor. The program placements will be tailored to the participant's employment objectives. The TANF/CWEP program will allow students to improve basic skills, prepare for a high school diploma and obtain prevocational skills required for entry level positions in customer service, food safety/hospitality, healthcare, technology, and logistics.

Customer Service CWEP

The Customer Services training program will utilize curriculum from the National Retail Federation Foundation. The program will prepare participants designed to capture the core customer service duties for a broad range of entry-level through first-line supervisory positions across the sales and service industries. The program is appropriate for anyone interested in obtaining a job or pursuing a career in retail and other industries that value customer service skills. Participants will gain knowledge in the following areas:

- Learning about products or services

- Assessing customer needs
- Educating customer
- Meeting customers' needs and providing ongoing support

Food Safety/Hospitality CWEP

The Food Safety/Hospitality program offers training to individuals who are interested in developing a career behind the scenes of a food service or lodging establishment or working in the food service industry. Participants will build skills and knowledge in the following areas:

- Introduction to Food Service
- Introduction to Customer Service
- Introduction to Hospitality Management
- Budgeting and Cost Control
- Supervision in the Hospitality Industry
- ServSafe©

Healthcare CWEP

The Healthcare training program will provide participants with basic terminology, patient care techniques, first aid and CPR. Participants will be introduced to the various entry level career opportunities in healthcare. The program is designed to prepare students to train for one of the fastest growing professions in the health care industry today. The program focuses on building a complete and solid foundation for students in both classroom theory and hands-on clinical components. Students will build skills in basic and complex key concepts of anatomy and physiology; cardiac function; EKG; growth and development; phlebotomy; HIPAA and critical thinking.

Technology CWEP

The Technology program will provide participants with the computer skills to make them proficient in keyboarding, Windows, Microsoft Word and Excel, Internet skills, and utilizing social media. The program is designed to equip participants with the necessary computer skills that are used in the workplace.

Logistics CWEP

The Introduction to Logistics program focuses on the general knowledge of transportation/logistics and the associated functions necessary for the delivery of goods. Participants will build skills and knowledge in the following areas:

- Workplace Essentials
- Supply Chain Management
- Transportation Management
- Warehouse Management
- Computer Systems
- Safety Awareness

The following is the proposed schedule for the TANF/CWEP program.

Program Schedule

Site Location	Day or Evening	Program	Time	Days	Hrs. Per Week	Weeks Per Year
Rowan College at Gloucester County	Day	ABE CWEP	8:30 am - 4:00 pm	Mon – Friday	35	50
Rowan College at Gloucester County	Day	GED CWEP	8:30 am - 4:00 pm	Mon – Friday	35	50
Rowan College at Gloucester County	Day	ESL CWEP	8:30 am - 4:00 pm	Mon – Friday	35	50
Rowan College Gloucester County	Day	CWEP	8:30 am - 4:00 pm	Mon – Friday	25/35	50

WFNJ - 12/1/14 - 11/30/15		
\$195,800.00		
Category	Breakdown	Budget
Head Teacher		
Brigette Satchell 10% of salary	30 wks X 35 hrs/wk X 49.99/hr X 10% (12/1/13-6/30/14)	5,248.95
	22 wks X 35 hrs/wk X 50.99/hr X 10% (7/1/14-11/30/14)	3,926.23
		9,175.18
Full-time Instructor		
Barbara Walker - 60% of salary	30 wks X 35 hrs/wk X 26.32/hr X 70% (12/1/13-6/30/14)	19,345.20
	22 wks X 35 hrs/wk X 26.85/hr X 50% (7/1/14-11/30/14)	10,337.25
		29,682.45
Part-time Instructors		
Burger, Michele	30 wks X 15 hrs/wk X 25.39/hr (12/1/13-6/30/14)	11,425.50
	22 wks X 15 hrs/wk X 25.94/hr (7/1/14-11/30/14)	8,560.20
		19,985.70
Counselor - vacant	45 wks X 29 hrs/wk X 25/hr (1/1/14-11/30/14)	32,625.00
CWEP Skills Instructors (2)	2 x 45 wks X 20 hrs/wk X 35/hr (1/1/14-11/30/14)	63,000.00
Total Salaries		154,468.33
Fringe		
Fica	7.65% of Total Salaries	11,816.83
Worker's Comp	0.285% of Total Salaries	440.23
TIAA	8% of Head Teacher Salary	734.01
PERS	3.55% of F/T Instructor	1,053.73
Health Benefits - Head Teacher	(1,943.14 X 1)+(2,137.45 X 11) * 10%	4,294.34
Health Benefits - Full-time	(1,450.84 X 1)+(1,595.92 X 5) * 70%	

Instructor		7,036.56
Health Benefits - Full-time Instructor	(1,595.92 X 6) * 50%	4,787.76
Dental - Head Teacher	83.27 X 12 X 10%	99.92
Dental - Full-time Instructor	83.27 X 7 X 70%	408.02
Dental - Full-time Instructor	83.27 X 5 X 50%	208.18
Total Fringe		30,879.58
Total Salaries and Fringe		185,347.91
Equipment and Supplies		
Educational Supplies		8,152.09
Office Supplies		300.00
Total Equipment and Supplies		8,452.09
Other Costs		
GED Testing fees for students		2,000.00
Total Other Costs		2,000.00
Total Costs		195,800.00

GLOUCESTER COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT

Sub-Grantee Monthly Report

Sub-Grantee: _____ Report for Month Ending _____
 _____ Period of Agreement _____
 Agreement No: _____ Type of Report: Interim _____ Final _____

Cumulative Funds rec'd \$ _____ Clients Served to date _____
 Adjustments \$ _____ Clients Served this month _____
 Total \$ _____ Cumulative Served _____

<u>Expenditures</u>	<u>Approved Budget</u>	<u>Expenditures This Month</u>	<u>Cumulative Expend To Date</u>	<u>Balance</u>
<u>PROGRAM COSTS</u>				
Salaries	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____
Fringe Benefits	\$ _____	\$ _____	\$ _____	\$ _____
Equip & Supplies	\$ _____	\$ _____	\$ _____	\$ _____
Operating Exp.	\$ _____	\$ _____	\$ _____	\$ _____
Other Costs	\$ _____	\$ _____	\$ _____	\$ _____
Total	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

Assessment of ABE teachers and Their Teaching

Name of Teacher _____

Site _____

Each of the items below deals with a characteristic of instructors, which students feel to be important. Indicate your rating of your instructor by circling the appropriate number on the scale. The exact point at which you rate is less important than the general impression. Write in after the question any additional comments that you wish to make. Give examples wherever possible. (Circle your choice.)

1. Is she/he actively helping when students have difficulty?

1 2 3 4 5
Not helpful Actively helpful
Example or comments:

6. Is his/her speech adequate for teaching?

1 2 3 4 5
Unintelligible Good
Example or comments: (Volume, Tone, Enunciation, Rate, Vocabulary, etc.)

2. Does he/she appear sensitive to students feelings or problems?

1 2 3 4 5
Unaware Responsive
Example or comments:

7. Does she/he respect students?

1 2 3 4 5
Does not respect Respects
Example or comments:

3. Is she/he flexible?

1 2 3 4 5
Rigid Flexible
Example or Comments:

8. Does he/she actively involve students directly in the teaching/learning process?

1 2 3 4 5
Never Frequently
Example or comments:

4. Does he/she make students feel free to ask questions, disagree, express their ideas, etc?

1 2 3 4 5
Unfair Fair
Example or comments:

9. Does she/he appear to be enthusiastic about the subject?

1 2 3 4 5
Unenthusiastic Enthusiastic
Example or comments

5. Is she/he fair and impartial in her/his dealings with the students?

1 2 3 4 5

10. Does he/she use enough examples or illustrations to clarify the material?

1 2 3 4 5

Unfair

Fair

Example or comments:

11. Does the instruction in this program develop
In an organized fashion?

1

2

3

4

5

Disorganized

Well Organized

Example or comments:

14. Does he/she stimulate thinking?

1

2

3

4

5

Dull

Stimulating

Example or comments:

None

Many

Example or comments:

13. Are his/her classes interesting?

1

2

3

4

5

Dull

Stimulating

Example or comments:

15. Considering everything, how would
you rate this teacher?

1

2

3

4

5

Poor

Excellent

Example or comments:

Characteristics of the Program

1. Are the objectives of the program clear?

1

2

3

4

5

Unclear

Example or Comments:

4. How would you rate the contributions
of the textbooks to the program?

1

2

3

4

5

Clear

Poor

Excellent

Example or comments:

2. Is the amount of work received appropriate
for your expectations?

1

2

3

4

5

Too much

Too little

Example or comments:

5. Considering all of the above qualities
which are applicable (including others
that you added), how would you rate this
course?

1

2

3

4

5

Poor

Excellent

If you have any additional comments to
make about the course or the teacher, please
make them at the bottom of this page.

3. Are the daily evaluation procedures fair?

1

2

3

4

5

Unfair

Fair

Example or comments:

6. Are the assessment tests used for
placement fair?

1

2

3

4

5

Unfair

Fair

Example or comments:

ARTICLE 4 – PERFORMANCE CRITERIA AND REPORTS

- 4.1 The Contractor will be bound to a performance Accountability system which will include but not limited to the following standards for participants who are age 16 and up:

Literacy Participants

1. Basic Skills: At least 75% of the customers will successfully gain two grade levels per 100 hours of instruction or predetermined goal and demonstrate mastery of an array of competencies that will allow them to enter pre-selected vocational training or post- secondary education.
2. GED: at least 80 % of the GED students will achieve mastery of skills that will allow them to sit for the GED exam. At least 75% of this population will obtain their GED.
3. Computer Literacy: 70% of the customers will successfully demonstrate that they can operate a computer at set competencies established by the provider.
4. Grade Level: 90% will advance one grade level per 100 hours of instruction
5. Employment: 80% of adults not employed at the time of enrollment (except for TANF) will obtain unsubsidized employment within the first quarter of exiting program.
6. Math Skills: 70% of the customers will be able to demonstrate through a written exam, that they know basic math skills – adding, subtracting, multiplication, and division (whole numbers, fractions, decimals, and percentages as it relates to individual's occupational goal).

CWEP Participants

1. 80% or more of CWEP participants complete the Career Readiness and Life Skills and CWEP Work Experience Projects;
2. 75% or more of CWEP participants will participate in prevocational training in the following industries to prepare them for positions in the following industries: healthcare, retail/customer service, technology, logistics and food safety.
3. 75% or more of CWEP participants will be placed within a department of the college to obtain hands on work experience
4. 80% or more of CWEP participants complete the Life Skills and Group Work Experience Projects;
5. 50% or more of CWEP participants are placed into unsubsidized employment;
6. 75% or more of CWEP participants placed into unsubsidized employment achieve a 90-day job retention rate.

- 4.2 The levels of performance will be adjusted based on State and WIB identified indicators, which will be expressed in an objective, quantifiable and measurable form pursuant to Section 136 of the Act.
- 4.3 Additional performance indicators will consist of customer satisfaction of participants with services received from the activities authorized for Literacy Services. Customer satisfaction may be measured by the WIB through surveys conducted after the conclusion of the participation of customers in the approved activity(ies).
- 4.4 The State of New Jersey may impose additional performance indicators and the levels of performance as appropriate to those indicators. Such additional performance criteria will become a part of the local area, subsequent to the execution of this agreement.

- 4.5 The Contractor shall provide any and all reports required of it under the Workforce Investment Act and accompanying regulations, the Department of Labor and Workforce Development, the Governor of the State of New Jersey or his designees, the County of Gloucester or the Gloucester County Workforce Investment Board, provided that reports requested by the County or Workforce Investment Board shall be required only as reasonably necessary to carry out their responsibilities under the Act, regulations and government directive thereunder.
- 4.6 The Contractor shall be responsible for the submission of performance reports relative to adult participation.
- 4.7 The Contractor shall, at the onset of the program provide evaluation of the Participants math and reading skill levels, unless other arrangements have been made with the County for participant testing and assessments.

ARTICLE 5 – RECORDS

- 5.1 **Retention of records** – All records pertinent to this Contract, including financial, statistical, property and participant, and supporting documentation, shall be retained for a period three (3) years from the date of final payment of this Contract or until all audits are complete and findings on all claims have been finally resolved. If the Contractor is unable to retain the necessary WIA participant and financial records, the Contractor shall transfer such records to the Grantor. Such records shall be transmitted to the Grantor for acceptance in an orderly fashion with documents properly labeled and filed and in an acceptable condition for storage.
- 5.2 The aforementioned records will be retained beyond the three-year period if any litigation, audit or claim has not been finally resolved. The Contractor agrees to insure that Subrecipients retain records in accordance with these requirements. In the event of the termination of the relationship between the county and the Contractor, the Grantor shall be responsible for the maintenance and retention of the records of any Contractor unable to retain them.
- 5.3 Records shall be kept safe from fire, theft, and water damage and shall be identified.
- 5.4 All individuals, employees, and participants paid with funds under this contract must have inclusive time and attendance records for each hour or day of work or training. The Contractor must allocate time among the salaried categories in accordance with actual work time spent in a specific activity. These records must be maintained as required in Sections 5.1, 5.2, and 5.3 above.
- 5.5 Records shall be made available to the public upon request except in cases wherein the records would constitute a clearly unwarranted invasion of personal privacy, or trade secrets or commercial or financial information that is obtained from a person and privileged or confidential. The Contractor may charge fees sufficient to recover costs applicable to the processing of requests for records under this paragraph.

ARTICLE 6 – AUDIT RIGHTS CLAUSE

- 6.1 **Audits and Inspections** – At any time during normal business hours and as often as the Grantor, the U.S. Comptroller General, or Auditor General of the State of New Jersey may deem necessary, the Contractor shall make available to the County, or its agents for examination, all of its records with respect to all.

matters covered by this Agreement. The Auditor General of the State of New Jersey, Grantor, and U.S. Comptroller General shall have the authority to audit, examine and make excerpts of transcripts from records or personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

- 6.2 The County of Gloucester, as Grantor and Administrative Entity through its authorized representative, has the right, at all reasonable times, to make site visits to review accomplishments and management control systems and to provide such technical assistance as may be required. If the County of Gloucester makes any site visit on the premises of the Contractor under this Contract, the Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties.
- 6.3 The Contractor agrees to fully cooperate with any monitoring, evaluation, and/or audit conducted by the Grantor, the U.S. Department of Labor, of their designees and authorized agents. The Contractor also agrees to insure that their Subrecipients, including work-site, fully cooperate with the agencies performing site inspections in accordance with Article 6.
- 6.4 The Contractor will develop and maintain a system for debt collection, which will insure that the County can recover costs, which are found by audit to be disallowed costs or recover costs, which have been found to be misspent. A written description of the debt collection system will be available for review by Department representatives.
- 6.5 The Contractor agrees to have an audit conducted, which meets the requirements of the single Audit Act, Federal OMB Circular A-133, "Uniform Administrative Requirements for Grants, and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations." All such audits will be performed on an organization-wide basis. A copy of the Contractor's most recent audit must be submitted to the Gloucester County Division of Workforce Development prior to the commencement of program activities. Failure to adhere to this submission may result in nonpayment of funds as designated in this contract.

ARTICLE 7 – BONDING AND INSURANCE

- 7.1 The Contractor will ensure that it complies with applicable State statutes and WIA regulations regarding Motor Vehicle Insurance.
- 7.2 The Contractor will ensure that employees are provided with Workers Compensation insurance in accordance with applicable State statutes with WIA regulations.
- 7.3 The Contractor must have a fidelity bond applicable to its officers and its employees with access to, and responsibility for, fund control and disbursements. The surety bond shall be acceptable to the County and issued by a recognized Surety Company licensed in the State of New Jersey. The policy must cover losses due to theft or fraud.
- 7.4 The Contractor must provide Worker's Compensation for participants enrolled in subsidized employment activities. Provisions are to be made to cover the medical treatment of any participant injured at any work or classroom activity or training site. Insurance shall be in accordance with 20 CFR 629.22 and 629.33. Provisions must be made for automobile insurance coverage on all Contractor owned, leased or contracted vehicles, and for staff owned vehicles used on the job which participants or staff persons paid under the terms of this contract drive or are driven.

**ARTICLE 8 – CLAUSE AFFECTING, MODIFICATIONS,
AGREEMENTS OR CHANGES**

- 8.1 This agreement constitutes the entire contract between the parties hereto. No representation, modification, or amendment hereto, whether oral or written, shall be effective unless it is in writing and signed by the parties.
- 8.2 Notwithstanding Article 8.1, the County may unilaterally modify this agreement at will in order to accommodate any change in the Act or any change in the interpretation of the Act or any applicable, federal, state, or local laws, regulations, rules or policies.

**ARTICLE 9 – NON-DISCRIMINATION, EQUAL OPPORTUNITY &
AFFIRMATIVE ACTION**

- 9.1 The Contractor shall ensure against discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under Section 504 of the Rehabilitation Act, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964.
- 9.2 The Contractor agrees to abide by Executive Order 11246 which prohibits job discrimination by employers holding federal contract or subcontract on the basis of race, color, religion, sex or national origin and to abide by Section 188 of the Act which provides that no person shall, on the basis of race, color, religion, sex, national origin, age, handicap, or political affiliation or belief, be excluded from participation in, denied the benefits of, be subjected to discrimination under or denied employment in the administration of, or in connection with, any program or activity funded under the Act.
- 9.3 With respect to terms and conditions affecting or rights provided to individuals who are Participants in activities supported by funds provided under the Act, such individuals shall not be discriminated against solely because of their status as a Participant.
- 9.4 WIA further required that any such program or activity be open to participation by citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, parolees, and other individuals authorized by the Attorney General to work in the United States.

ARTICLE 10 – GRIEVANCE AND HEARING PROCEDURES

- 10.1 Each contractor shall comply with the Non-Criminal Complaint/Grievance Procedures as set forth in NJAC 12:41-1.
- 10.2 The Contractor shall utilize the County Participant Grievance Procedure. Such procedure shall be made available upon enrollment to WIA program participants.

NON-DISCRIMINATION ASSURANCE

As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the grant recipient assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Investment Act of 1988 (WIA), which prohibits discrimination on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant recipient also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant recipients operation of the WIA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

- 10.3 Any persons who believes that they or any specific class of individuals has been or is being subjected to discrimination prohibited by the nondiscrimination and equal opportunity provisions of the Act of under 29 CFR Part 37, may file a written complaint with the local EO Officer.
- 10.4 The complaint may be filed either with the County or the Directorate of Civil Rights, Office of the Assistant Secretary for Administration and Management, US Department of Labor. These complaints must be filed within 180 days from the date of the alleged act. The Directorate, with good cause shown, may extend the filing time.

ARTICLE 11 – POLITICAL/SECTARIAN ACTIVITIES

- 11.1 No activities under this agreement may involve political activity.
- 11.2 Participants shall not be employed to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for religious worship, except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to the participant.

ARTICLE 12 – CONFLICT OF INTEREST CLAUSE

- 12.1 **Standard of Conduct** – The Contractor hereby agrees that in administering this contract, it will comply with the standards of conduct, hereinafter specified, for maintaining the integrity of the project and avoiding any conflict of interest in its administration.
- 12.2 **General Assurance** – Every reasonable course of action will be taken by the Contractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or

improper conduct. This contract will be administered in an impartial manner, free from personal, financial, or political gain. The Contractor, its executive staff and employees, in administering this contract, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

- 12.3 **Conducting Business Involving Relatives** – No relative by blood, adoption or marriage, of the Contractor shall receive training under this contract.
- 12.4 **Conduct Business Involving Close Personal Friends and Associates** – Executives and employees of the Contractor will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the Contractor to conduct business with a friend or associate of an executive or employee of the Contractor, a permanent record of the transaction will be retained.
- 12.5 **Avoidance of Conflict of Economic Interest** – An executive, officer, agent, representative, or employee of the Contractor will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the Contractor. Supplies, materials,

ARTICLE 13 – ACCOUNTING SYSTEM

- 13.1 The Contractor will maintain all accounting systems and internal controls necessary to meet applicable standards established by the American Institute of Certified Public Accountants and which will allow for the preparation of all required Fiscal Reports.
- 13.2 The Contractor will maintain records that adequately identify the source and application of funds for activities supported by this agreement.
- 13.3 The Contractor will maintain an effective control over accountability for funds, property, and other assets under this agreement and will adequately safeguard such assets and ensure that they are used solely for authorized purposes.
- 13.4 The Contractor, in administering programs under the contract, agrees to maintain a financial management/accounting system which, at a minimum, provides for the following:
- 13.4.1 The control of cash and other resources that the obligation and expenditure of funds and use of property are in conformance with the requirements of the Act and Federal regulations, State regulations, the Wagner-Peyser Act and accompanying regulations and with State requirements and policies.
- 13.4.2 Maintenance of accurate, current and complete financial information to meet the prescribed requirements for financial reporting.
- 13.4.3 Maintaining accounting records and documentation to support and identify the expenditure of program funds and insure that such funds can be traced to a level of expenditure adequate to demonstrate that funds have been spent lawfully. All disbursements are to be supported by evidence and approval of goods and services purchased.
- 13.4.4 To provide adequate safeguards for cash and other assets.

- 13.4.5 Maintain controls and procedures to ensure that the opportunity for unauthorized, fraudulent, or otherwise irregular acts are minimized.
- 13.4.6 Have an adequate system of authorization, record keeping, and transaction coding procedures for all expenditures.
- 13.4.7 Have a financial system to provide reliable data for decision making and performance assessment.
- 13.4.8 Procedures and accounts to identify receipt and expenditure of program funds separately for each grant received by the Grant Recipient.
- 13.4.9 Accurate procedures, records, and documentation to support payroll and fringe benefit charges, and all other purchases including acceptable documentation of hours worked for staff dividing their time among WIA activities and non-WIA activities.
- 13.4.10 Controls to prevent the expenditure of funds in excess of approved, budgeted amounts and procedures to halt any such excess or impending excess.

ARTICLE 14 – COUNTY RESPONSIBILITIES

- 14.1 The County will furnish reproducible masters of all standard forms required by the County.
- 14.2 The County will manage all WIA and WFNJ agreements and modifications with the State of New Jersey. Such management will include developing plans, participating in Department of Labor or State assessments and audits, negotiating questioned costs, interpreting rules, regulations and policy, requesting technical assistance, and providing access to training opportunities.
- 14.3.1 The County will assure that the Contractor has access to staff to answer questions, and/or for assistance in resolving problems in policy formulation or interpretation.
- 14.3.2 The County will provide technical assistance to the Contractor through the staff of the WIB.

ARTICLE 15 – HOLD HARMLESS

- 15.1 It is understood that the County is under no obligation to provide or refer any number of participants to the Contractor.
- 15.2 The Contractor assumes liability for its actions and the actions of its agents under this agreement. If the Federal Government, the State of New Jersey, or the County of Gloucester demands repayment of the funds from the Contractor as a result of Contractor violations of WIA rules and regulations or contract provisions, the Contractor agrees to repay the County the amount of funds directly related to the violation, including the cost of recovery.
- 15.3.1 In the event that a grievance, lawsuit, or other claim filed against the Contractor by a participant, sub-recipient, or other person results in an obligation to pay back wages or other financial consideration, the Contractor is solely responsible for such payments. The Contractor agrees to indemnify, defend and hold the County Harmless from any such claims, grievances, or lawsuits and to reimburse the County for any costs of defense, including attorney's fees.

ARTICLE 16 – SUSPENSION & TERMINATION

16.1 When a Contractor has failed to comply with the terms, conditions or standards of the contract the County of Gloucester may, on reasonable notice to the Contractor, suspend the contract, and withhold any further payments, or prohibit the Contractor from incurring additional obligations of WIA funds, pending corrective action by the Contractor or a decision to terminate in accordance with paragraph 17.2.1, 17.2.2, and 17.2.3 below. The County of Gloucester shall pay for completed units of performance up to date of termination or suspension in accordance with the provisions of this agreement.

Such provisions for termination or suspension will include the inability of the Contractor to fulfill contract compliance due to foreclosure, bankruptcy, relocation, school closure regardless of cause, or any act by the Contractor that prohibits WIA participants to continue the course of study as determined under this agreement.

16.2.1 This contract grant may be terminated for cause or convenience.

16.2.1 Termination for cause – The County of Gloucester may terminate this contract in whole, or in part, at any time before the date of completion, whenever it is determined that the Contractor has failed to comply with the conditions of the contract. The County of Gloucester shall promptly notify the Contractor in writing of the determination and the reasons for the termination, together with the effective date and the appeal process. Payments made to the Contractor or recoveries by the County of Gloucester under contract terminated for cause shall be in accordance with the legal rights and liabilities of the parties.

16.2.2 Termination for convenience – The County of Gloucester or Contractor may terminate this contract in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The Contractor shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The County of Gloucester shall pay for completed units of performance up to date of termination or suspension in accordance with provisions of this agreement and the County and the Contractor shall enter into negotiations for payment to cover the cost of phasing out the program in an orderly fashion as possible.

ARTICLE 17 – RIGHT IN DATA AND INTELLECTUAL PROPERTY

17.1.4 “Limited rights data,” as used in this Article, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modification thereof.

17.1.5 “Restricted computer software,” as used in this Article, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software; including minor modifications of such computer software.

17.1.6 “Restricted rights,” as used in this Article, means the rights of the Contracting Agency in restricted computer software, as may be provided in a collateral agreement incorporated in and made part of this contract including minor modifications of such computer software.

17.1.7 "Technical data," as used in this Article, means that data, (other than computer software) which are of a scientific or technical nature.

17.2 Allocations of Rights:

17.2.1 Except as provided in 18.3 of this Article regarding copyright, the County shall have the unlimited right in:

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
- (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph 18.5 of this Article.

17.2.2 The Contractor shall have the right to:

- (i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract unless provided otherwise in paragraph 18.4 of this article;
- (ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph 18.5 of this Article;
- (iii) Substantiate use of, add, or correct limited right, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs 18.5 and 18.6 of this Article; and
- (iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in paragraph 18.3.1 of this Article.

17.3 Copyright:

17.3.1 Data first produced in the performance of this contract. Except as otherwise specifically provided in this contract, the Contractor may establish claim to copyright subsisting in any data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notice of 17 U.S.C 401 or 4102 and acknowledgment of the County sponsorship (including contract number) to the data when such data are delivered to the County, as well as then the data are published or deposited for registration as a published work in the U.S. Copyright office. For data other than computer software, the Contractor grants to the County, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the County. For computer software, the Contractor grants to the County and others acting on its behalf a paid-up, nonexclusive, irrevocable worldwide license for all such computer software to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of the County.

17.3.2 Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the County, or acquires on its behalf, a license of the same scope as set forth in paragraph 18.3.1 of this Article; PROVIDED, however, that if such data are computer

software the County shall acquire a copyright license as may be provided in a collateral agreement incorporated in or made part of this contract.

- 17.3.3 Removal of copyright notices. The County agrees not to remove any copyright notices placed on data pursuant to this Article, and to include such notices on all reproductions of the data.

17.4 Release, Publication, and Use of Data:

- 17.4.2 The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this Article or expressly set forth in this contract.

- 17.4.3 The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract, which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the County.

17.5 Protection of Limited Rights Data and Restricted Computer Software

- 17.5.1 When data other than that listed in paragraph 18.2 of this Article above is specified to be delivered under this contract and qualify as either limited rights data or restricted computer software if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish it to the County under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that re formatted as a computer database for delivery to the County are to be treated as limited rights data and not restricted computer software.

- 17.6 Subcontracting: The Contractor has the responsibility to obtain from its Contractors all data and rights therein necessary to fulfill the Subcontract's obligations to the County under this contract. If a Contractor refused to accept terms affording the County such rights, the Contractor shall promptly bring such refusal to the attention of the County and not proceed with subcontract award without further authorization.

17.7 Patent Indemnity:

- 17.7.1 The Contractor shall indemnify the County and its officers, agents, and employees against liability, including costs, for infringement of any United State patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy order under 35 U.S.C 181 arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the County of such supplies or construction work.

- 17.7.2 This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the County of the suit or action alleging such infringement and shall have be given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense.

Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the County directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

17.8 Patent Rights:

17.8.1 Allocation of principal rights: The Contractor may retain the entire right, title, and interest throughout the world to each subject invention to the provisions of this Article and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the County shall have a nonexclusive nontransferable, irrevocable, paid-up license to practice to have practiced the subject invention through the world.

17.8.2 Conditions when the County may obtain title: The Contractor will convey to the County, upon written request, title to any subject invention (1) If the Contractor fails to disclose to the County or elect title to the subject invention within two months of disclosing it in writing to Contractor personnel responsible for patent matters, or elects not to retain title; provided, that the County may only request title within 60 days after learning of the failure to the Contractor to disclose or elect within the specified times.

17.8.3 Minimum rights to Contractor and protection of the Contractor right to file: (1) The Contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the County obtains title, except if the Contractor fails to disclose the invention within the times specified in this Article. The license is transferable only with the approval of the County, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

17.9 Notice and Assistance Regarding Patent and Copyright Infringement:

17.9.1 The Contractor shall report to the County, promptly and in reasonable written detail, each notice or claim or copyright infringement based on the performance of this contract which the Contractor has knowledge.

17.9.2 In the event of any claim or suit the County on account of any alleged patent or copyright infringement arising out the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the County, when requested by the County, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the County where the Contractor has agreed to indemnify the County.

17.9.3 The Contractor agrees to include, and require inclusion of, this Article in all subcontracts at any tier for supplies or services expected to exceed \$25,000.00.

ARTICLE 18 – CLOSEOUT PROCEDURES

18.1 Contract shall be closed out in accordance with the following procedures:

18.1.1 Upon request, the County of Gloucester shall make prompt payments to a Contractor for allowable charges under the contract being closed.

18.1.2 The Contractor shall immediately refund to the County of Gloucester any balance of unobligated (unencumbered) cash advanced to the Contractor that is not authorized to be retained by the Contractor for use on other contracts.

18.1.3 Within 45 days after completion of the contract, the Contractor shall submit all financial, performance and other reports required by the County of Gloucester to close out the contract. The County of Gloucester may approve extensions when requested in writing by the Contractor.

18.1.4 The Contractor shall account for any property acquired with contract funds, or received from the County of Gloucester in accordance with the provisions of Section 193 of the Act.

**ARTICLE 19 – ASSURANCES, CERTIFICATIONS &
GENERAL PROVISIONS**

19.1 The Contractor, in conducting all activities under the approved contract, assures and agrees that it will fully comply with all requirements of the following, including those assurances which may be promulgated during the inclusive period of **December 1, 2013 through November 30, 2014**.

19.1.1 The Workforce Investment Act inclusive of all Federal regulations pursuant to the Act, the Wagner-Peyser Act, and State regulations.

19.1.2 The Work First New Jersey program (WFNJ) and all State and Federal regulations for programs and services paid with funds provided by WFNJ.

19.1.3 State of New Jersey, Department of Labor and Workforce Development instructions, directives, and requirements issued pursuant to the Act, the Workforce Development Partnership Program, P.L. 1992.

19.1.4 This contract or approved modification.

19.1.5 The Contractor agrees that the WIA, the Wagner-Peyser Act, and WFNJ program provide employment and training opportunities to those who can benefit from and are most in need of such opportunities and shall make efforts to the Grantor, to provide equitable services among substantial segments of the eligible population, including serving geographic areas within the Workforce Area in an equitable manner.

19.1.6 The Contractor, in operating programs under the WIA, agrees that it will administer its program in full compliance with the safeguards of funds as set forth in the Act, Federal regulations, and State instructions issued pursuant to the WIA. Consistent with the **provisions of 20 CFR 627 (amended)**, all information and complaints involving fraud, abuse, or other criminal activity shall be reported directly and immediately to the Commissioner of Labor and Secretary Labor for appropriate action. Incidents involved in Workfirst New Jersey funded activities will be reported to the Commissioner of Labor, State of New Jersey.

The Contractor agrees that it will conform to the provisions of all cooperative agreements growing out of compliance with the coordination criteria contained in the State Employment & Training Commission Five-Year Unified State Plan and that such agreements shall remain in force unless in writing by the parties to the agreement.

ARTICLE 20 – APPLICABILITY OF LEGAL REQUIREMENTS

20.1 The requirements, which apply to the Workforce Area Grant Recipient and Agent as set forth in the Act, Federal Regulations and Departmental Instructions apply to all Contractors, which receive funds under this contract.

ARTICLE 21 – SANCTIONS

21.1 The State of New Jersey and/or the County of Gloucester may impose sanctions and corrective actions for violations of the Act, Federal Regulations, State and local law or grant terms and conditions.

ARTICLE 22 – COMPLIANCE WITH STATE LAWS

22.1 The Contractor assures that they will fully comply with all State laws regarding child labor, wages, workplace standards and classroom safety and health, and all other applicable State laws.

ARTICLE 23 - COMPLIANCE WITH FEDERAL LAWS

Applicant/Contractor shall comply with the following Federal Code/Regulations concerning the Environment:

23.1 Sec. 306- Clean Air Act (42 USC 1857(h))

23.2 Sec. 508- Clean Water Act (33 USC 1368)

23.4 Environmental Protection Regs. 40CFR Part 15

23.4 Energy Policy and Conservation Act 89 Stat.
891

ARTICLE 24 – PROGRAM INCOME

24.1 A Contractor may retain any program income earned through services rendered under this contract only if such income is added to the funds committed to the contract for youth services under WIA. Such income may only be used for WIA purposes and under the terms and conditions applicable to the use of contract funds. If the Contractor cannot use such income for WIA purposes, the Contractor shall return the program income not used to the County. The amount of program income earned by the Contractor must be reported to the County, whether retained or not.

GENERAL & ADMINISTRATIVE REGULATORY PROVISIONS

- Workforce Investment Act of 1998 (WIA and/or Act)
- Interim Final WIA Regulations, 20 CFR Part 664, published at 64 Fed. Reg. 18662, 18713 (April 15, 1999) and any amendments thereof
- Fair Labor Standards Act of 1938 (29 U.S.C. 203(m), as amended by the Minimum Wage Increase Act of 1996
- Personal Responsibility and Work Opportunity Reconciliation Act of 1996
- United States Department of Labor (NJDOL) rules, regulations and directives, on WIA
- Work Opportunity Tax Credit Program
- Conscientious Employee Protection Act, N.J.S.A. 34:19 – 1, et seq.
- Social Security Act (47 U.S.C. 301), et seq.
- WIA Non Discrimination Section 188 and Regulations at 29 CFR Part 37
- Migrant and Seasonal Farm Workers, 20 CFR 653
- New Jersey Health and Safety Standards
- Wagner Peyser Act, Chapter 41 of Title 38
- Architectural Barrier Act of 1968
- Section 503 and 504 of the Rehabilitation Act of 1973, as amended
- Allowable Costs Provision under the WIA, 20 CFR Part 652, et seq.
- New Jersey Worker Compensation Act
- American with Disabilities Act of 1990
- Uniform Administrative Requirements for State and Local Governments (as amended by the Act) 29 CFR Part 97
- New Jersey Treasury Circular 98-07
- Single Audit Act, 29 VFR Part 96 (as amended by OMB Circular A-133)
- OMB Circular A-87 Cost Principles (as amended by the Act)
- Local Public Contract Law, NJSA 40A:11-1 et seq.
- Local Government Ethics, NJSA 40A:9-22.1
- Federal/New Jersey Conflict of Interest (and directives)

ASSURANCES AND CERTIFICATIONS

- SF 424B – Assurances for Non-construction Programs
- 29 CFW Part 31, 32 – Nondiscrimination and Equal Opportunity Assurance (and regulations) Certification Regarding Lobbying (and regulations) CFR Part 98
- Drug Free Workplace and Debarment and Suspensions (and regulations) 29 CFR Part 98
- Prohibition on Nepotism, WIA interim regulation sec. 667.200 (g)

GRIEVANCE & DISCRIMINATION COMPLAINT PROCEDURES
FOR WIA PARTICIPANTS
Equal Opportunity is the Law

DISCRIMINATION COMPLAINT PROCEDURE

The Gloucester County Division of Workforce Development is prohibited from discriminating on the grounds of race, color religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only, citizenship or participation in programs funded under the Workforce Investment Act (WIA), in admission or access to, opportunity or treatment in, or employment in the administration of or in connection with, any WIA-funded program or activity. If you think that you have been subjected to discrimination under a WIA-funded activity, you may file a complaint within 180 days from the date of the alleged violation with the recipient's Equal Opportunity Officer (or the person designated for this purpose), or you may file a complaint directly with the Director, Directorate of Civil Rights (DCR), U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-4123, Washington, DC 20210. If you elect to file your complaint with the recipient, you must wait until the recipient issues a decision or until 60 days have passed, whichever is sooner, before filing with DCR (see address above). If the recipient has not provided you with a written decision within 60 days of the filing of the complaint, you need not wait for a decision to be issued, but may file a complaint with DCR within 30 days of the expiration of the 60-day period. If you are dissatisfied with the recipient's resolution of your complaint, you may file a complaint with DCR. Such complaint must be filed within 30 days of the date you received notice of the recipient's proposed resolution.

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GRIEVANCE COMPLAINT PROCEDURE

I. PHILOSOPHY

A prompt and objective review of participant dissatisfactions and an attempt to resolve them in an equitable manner are essential to productive and mutually beneficial relationships. Participants must have the opportunity to express their dissatisfaction and to have their views relating to training promptly and fully considered.

Within thirty (30) days of filing the grievance, a hearing will be held. The hearing procedure will include:

1. Written notice of the date, time, and place of the hearing, the manner in which it will be conducted, and the issues to be decided.
2. The opportunity for both parties to be represented by an attorney or other representative;
3. The opportunity to bring witnesses and documentary evidence. The educational institution shall cooperate in making available any persons under their control or employ, to testify, if such persons are requested to testify by the complainant, and to release requested documents, unless privacy laws or other laws intervene to take precedence. It shall also include:
 - a) The opportunity to question any witnesses or parties.
 - b) The right to an impartial hearing officer.
 - c) A verbatim or tape recording of the proceeding.
 - d) A written notice that the complainant is entitled to a hearing within 30 days of filing the grievance.

A final decision on the complaint shall be provided in writing to the complainant directly by the hearing officer within sixty (60) days of the filing of the complaint.

APPEAL PROCESS

A complainant has a right to an Administrative Review by the Commissioner of Labor if the decision is adverse or is not made within 60 days of the filing of the complaint.

A complainant must file the request for an Administrative Review with the Director of Employment and Training, Workforce New Jersey – Careers within 10 days of receiving the adverse decision or within 15 days of the date the decision should have been made by the Local Area (LA).

A complainant has the right to request a review by the Commissioner of Labor and by the Secretary of State if the State does not render a decision within sixty (60) days of the filing of the complaint/grievance. A federal review is confined to allegations of violation of law under the WIA.

Each request should be submitted to:

New Jersey Department of Labor and Workforce Development
Deputy Assistant Director, Division of One Stop Programs and Services
P.O. Box 055
Trenton, New Jersey 08625-0055

I have read and acknowledge receipt of a copy of the above procedures.

Applicant's Signature

Date

13

RESOLUTION TO EXECUTE AN AGREEMENT WITH HABITAT FOR HUMANITY FOR CONSTRUCTION OF A SINGLE FAMILY HOME IN WOODBURY NEW JERSEY FOR \$68,361.00

WHEREAS, the County of Gloucester ("County") is the recipient of HOME Investment Partnership Funds from the U.S. Department of Housing and Urban Development (HUD) which has provided the opportunity for new construction of a single-family home in Woodbury New Jersey; and

WHEREAS, HUD requirements at 24 CFR Part 92.300 require that the County, as the recipient of HOME funds, set-aside at least 15 percent of their HOME allocation dedicated solely for projects sponsored, owned, or developed by special organizations designated as Community Housing Development Organizations (CHDO); and

WHEREAS, the County requested proposals for the construction via a Call for Projects from certified CHDO's through RFP-14-048 dated October 3, 2014 and evaluated those proposals consistent with HUD's requirements for CHDO criteria and capacity and the County's fair and open procurement process and concluded that HABITAT FOR HUMANITY with offices at 305 South Broadway, Pitman, New Jersey, was the sole eligible proposer; and

WHEREAS, the contract for new construction of a single family, 3 bedroom home containing 1,364 square feet of floor area in Woodbury, New Jersey, for \$68,361.00; and

WHEREAS, the Purchasing Agent of the County of Gloucester has certified the availability of funds in the amount of \$68,361.00, pursuant to C.A.F. #14-10121 which amount shall be charged against budget line item T-03-08-713-170-21280.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and Clerk of the Board be and are hereby authorized to execute the Agreement between the County of Gloucester and Habitat for Humanity for the construction of a single family home in Woodbury, NJ, for a contract amount of \$68,361.00 between November 25, 2014 and November 24, 2015; and

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Tuesday, November 25, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 14-10121 DATE 11/14/14

BUDGET NUMBER T-03-08-713-170-21280

AMOUNT OF CERTIFICATION \$ \$68,361.⁰⁰

DEPARTMENT Public Works-Planning

COUNTY COUNSEL Emmett Primas, Jr

DESCRIPTION OF PRODUCT OR SERVICE

Agreement with Gloucester County HABITAT for HUMANITY for the new construction of a single family house at 83 Wallace St., Woodbury NJ (Block 110, Lot 6) to be sold at cost to a low income household for a 20 year affordability period. The Terms 11/25/14 - 11/24/15 in the amount of \$68,361. This is a grant funded program.

VENDOR NAME Gloucester County HABITAT for HUMANITY

ADDRESS 305 S. Broadway

CITY/STATE/ZIP PITMAN, NJ

DEPARTMENT HEAD APPROVAL Richard Santaguard

PURCHASING AGENT [Signature] DATE 11-17-14

FREEHOLDER MEETING DATE November 25, 2014

WHITE: CLERK OF THE BOARD
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT
GOLD: COUNTY COUNSEL

**AGREEMENT BETWEEN
THE COUNTY OF GLOUCESTER
AND
HABITAT FOR HUMANITY**

THIS AGREEMENT MADE this 25th day of November 2014, by and between the County of Gloucester, hereinafter referred to as the "COUNTY" and Habitat for Humanity a non profit corporation hereinafter referred to as the 'AWARDEE" or "CHDO" and which is located at 305 South Broadway, Pitman New Jersey: for an amount not to exceed \$68,361.00.

WITNESSETH

WHEREAS, the County is the recipient of HOME Investment Partnership Funds from the U.S. Department of Housing and Urban Development (HUD), including funds that are reserved for the use of Community Housing Development Organizations (CHDOs); and

WHEREAS, the AWARDEE has been certified with the County as a CHDO, and has submitted a proposal for use of CHDO funds for a CHDO eligible project under HOME regulations;

NOW, THEREFORE, in consideration of their mutual covenants and obligations herein contained, including the Attachments, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

Section I – Definitions

- A. AGENCY** – is hereby defined as the Planning Division – Housing and Community Development, the HOME Program administering agency of the County of Gloucester. For the purpose of this Agreement and all administration of HOME funds the AGENCY shall act on behalf of the County in the execution and fiscal and programmatic control of this agreement. The term "Approval by the County" or like term used in this agreement shall in no way relieve the AWARDEE from any duties or responsibilities under the terms of this Agreement, obligation, State or local law or regulation.
- B. DIRECTOR** – is hereby defined as the Director of the Planning Division of the County of Gloucester.
- C. FEE** - is hereby defined as the amount of money the County agrees to pay and the AWARDEE agrees to accept as payment in full for all the professional, technical and construction services rendered pursuant to this agreement to complete the WORK as further defined in Section IV SCOPE OF PROFESSIONAL SERVICES, hereof.
- D. WORK**- is hereby defined as all the professional, technical and construction services to be rendered or provided by the AWARDEE as described here.
- E. PROJECT**- is defined in Section IV below.
- F. HOME**- is hereby defined as the HOME Investment Partnerships Program as described in 24CFR Part 92, under the authority of 42 U.S.C. 3535 (d) and 12701-12839.

Section II – Term

The terms of this agreement require the AWARDDEE to complete all work required by this agreement in accordance with the timetable set forth which is subject to change with Agency Approval.

<i>Milestone</i>	<i>Deadline</i>
Project Start State	Nov 2014
<i>Interim Milestones/Deadlines:</i>	March 2015, June 2015, Aug 2015
Final Inspections/Punch List	September 2015
<i>Project Complete (C/O issued)</i>	October 2015

In addition, this project is subject to ongoing compliance requirements of HOME for twenty years from the date of initial occupancy. During this compliance period, the AWARDDEE will assure continued compliance with HOME requirements. For homebuyer units this includes monitoring units for principal residency and resale requirements at time of resale.

Timely completion of the work specified in this agreement is an integral and essential part of performance. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this agreement, it is understood and agreed by the AWARDDEE that the PROJECT will be completed as expeditiously as possible and that the AWARDDEE will make every effort to ensure that the project will proceed and will not be delayed. Failure to meet these deadlines can result in cancellation of this contract and the recapture of HOME funds.

Since it is mutually agreed that time is of the essence as regards this agreement, the AWARDDEE shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to the work tasks required by this agreement, in order to ensure that the project will be completed according to the timetable set forth. It is intended that such provisions inserted in any subcontracts be, to the fullest extent permitted by law and equity, binding for the benefit of the County and enforceable by the County against the AWARDDEE and its successors and assigns to the project or any part thereof or any interests therein.

In the event the AWARDDEE is unable to meet the above schedule or complete the above services because of delays resulting from Acts of God, untimely review and approval by the County and other governmental authorities having jurisdiction over the Project, or other delays that are not caused by the AWARDDEE, the County shall grant a reasonable extension of time for completion of the work, It shall be the responsibility of the AWARDDEE to notify the County promptly in writing whenever a delay is anticipated or experienced, and to inform the County of all facts and details related to the delay.

Section III – Scope of Work

The AWARDDEE, in close coordination with the County, shall perform all professional services necessary to complete the development and occupancy of the following project in full compliance with the terms of this Agreement:

Property Description:
City of Woodbury, County of Gloucester: 83 Wallace Street; Block 110, Lot 16;
New construction of a 3 bedroom single-family home containing 1,364 square
feet of floor area

The County will fund the Gloucester County Habitat for Humanity the amount \$68,361.00 to develop the new construction of a single family, one story, and Energy Star compliant 3 bedroom home containing 1,364 sq. feet dwelling, in Woodbury, New Jersey. All services will be performed within the United States of America. Construction will be developed in a manner that ensures that the home is dry, safe, well ventilated, pest free, contaminant free, clean and well maintained, in accordance with HUD's healthy homes interventions. Neither Gloucester County Habitat for Humanity nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency. Habitat's mission is to build safe, decent and affordable homes for low-income, working families. This is accomplished by obtaining the greatest level of donated time, money and materials possible. The new construction of the unit will be sold at cost. No profit or capital gain is realized. Zero equivalent mortgages are offered to partner families. Mortgage is held by Gloucester County Habitat for Humanity with zero percent interest charged. The buyer must participate in 350 "sweat equity" hours in the construction of the house or another Habitat house.

It is understood that the AWARDDEE will provide a specific working budget and realistic timetable as relates to: acquisition, construction/rehabilitation, soft costs, development fees and other allowable costs/activities prior to any fund usage. Said budget shall identify all sources and uses of funds, and allocate HOME and non-HOME funds to activities or line items.

The aforementioned Work tasks will be performed in essentially the manner proposed in the AWARDDEE's proposal as received by the Agency on October 10, 2014. The aforementioned document will be considered to be a part and portion of this agreement for reference.

Section IV – Reimbursement of Expenses

- A. Project expenses shall be paid based on vouchers for actual expenses incurred or paid. Requests for payment must be submitted by the AWARDDEE on forms specified by the County, with adequate and proper documentation of eligible costs incurred in compliance with 92.206 and necessary for HUD IDIS disbursement requirements. All such expenses shall be in conformance to the approved project budget. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved project budget.
- B. The County shall have the right to review and audit all records of AWARDDEE pertaining to any payment by the County. Said records shall be maintained for a period of five years after completion.
- C. The County reserves the right to inspect records and project site to determine that reimbursement requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed.
- D. The AWARDDEE may submit a final invoice upon completion. Final payment shall be made after the County has determined that all services have been rendered, files and

documentation delivered, and units have been placed in service in full compliance with HOME regulations, including submission of a completion report and documentation of eligible occupancy, property standards and long-term use restrictions.

Section V – Project Requirements

The AWARDEE agrees to comply with all requirements of the HOME Program as stated in 24CFR Part 92, including but not limited to the following.

- A. No HOME project funds will be advanced, and no costs can be incurred, until the County has conducted an environmental review of the proposed project as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify, or cancel the project.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development for the state of New Jersey under 24 CFR Part 58.

Further, the AWARDEE will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the agreement.

- B. The HOME funds advanced to the Project will be secured by a note and mortgage.
- C. The AWARDEE will ensure that any expenditure of HOME funds will be in compliance with the requirements at 92.206, and acknowledges that HOME funds will only be provided as reimbursement for eligible costs incurred, including actual expenditures or invoices for work completed.
- D. If the project is to be owner-occupied, the AWARDEE will ensure that all HOME assisted units will be in compliance with 24 CFR 92.254, including documenting that the property is eligible under 92.254(a)(1) – (2), and will maintain compliance during the minimum compliance period of twenty years.
- E. The designated HOME assisted units of this Project will meet the affordability requirements as found in 24 CFR 92.254. The AWARDEE shall collect and maintain Project beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of Female Headed Households in order to determine low and moderate income benefit in a cumulative and individual manner. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD Technical Guide for Determining Income and Allowances under the HOME program.

- F. In the selection of occupants for Project units, the AWARDDEE shall comply with all non-discrimination requirements of 24 CFR 92.350. If the project consists of 5 or more units, the AWARDDEE will implement affirmative marketing procedures as required by 24 CFR 92.351. Such procedures are subject to approval by the Agency.
- G. The AWARDDEE shall assure compliance with 24 CFR 92.251 as relates to property standards and Housing Quality Standards (HQS), Accessibility Standards under 24 CFR 92.251(a)(3) as applicable, and Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35.
- H. If the PROJECT is to be owner occupied, the AWARDDEE shall assure that any NOTES and MORTGAGES recorded for homebuyers shall be in compliance with 24 CFR 92.254 and that the AWARDDEE will monitor each unit for principal residency (under 92.254(a)(3) and resale/recapture (under 92.254 (a)(4) – (5)).
- I. The AWARDDEE will provide any documentation required by the Agency regarding match as may be required to document match for purposes of the HOME program.
- J. If any project under this agreement involves the construction or rehabilitation of 12 or more HOME assisted units, the AWARDDEE shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276 a to a-7) as supplemented by Agency of Labor regulations (29 CFR, Part 5), as amended.
- K. If the property is sold through a lease-purchase agreement, the AWARDDEE will ensure compliance with 92.254(a)(7), as modified by the 1999 Appropriations Act, Section 599B.
- L. The AWARDDEE will be monitored by the Agency for compliance with the regulations of 24 CFR 92 for the compliance period of twenty years. The AWARDDEE will provide reports and access to project files as requested by the Agency during the Project and for five (5) years after completion and closeout of the Agreement.

Section VI – Repayment of Loan

- A. All HOME funds are subject to repayment in the event the Project does not meet the Project Requirements as outlined above.
- B. It is understood that upon the completion of the Project, any HOME funds reserved but not expended under this agreement will revert to the County.
- C. If the Project is for owner-occupancy, the AWARDDEE shall lend the HOME funds to the individual buyers in an amount sufficient to make the home affordable. Any HOME funds that reduce the price of the property below the fair market rate shall be secured by a HOME note and mortgage as required in 92.254(a)(5)(ii), using the note and mortgage prescribed or approved by the Agency (and consistent with the method of recapture identified in the County's Consolidated Plan).

1. All net sales proceeds from the sale of units are considered to be Program Income and must be returned to the Agency as repayment of the HOME loan.
2. Prior to each closing, the AWARDEE will provide to the Agency the estimated settlement statement, along with a reconciliation statement and the draft note and mortgage. The reconciliation statement shall account for the pro-ration of HOME project funds to the individual unit, and identify those funds that are to be lent to the buyer as "Buyer subsidies" secured by the HOME note and mortgage.
3. All resale proceeds that are received from buyers as they resell the properties during the compliance period to other buyers shall be considered "Recaptured Funds" under 24 CFR 92.254(a)(5)(ii)(A)(5) and must be repaid to the County for use in eligible HOME projects as required by 24 CFR 92.503. The AWARDEE shall promptly notify the Agency of such transactions and will promptly convey any Recaptured Funds to the Agency.

Section VII – CHDO Proceeds

- A. Proceeds:
 1. Proceeds result from the sale of a single family property financed by the COUNTY through the HOME program.
 - a. Proceeds include both HOME funds and any other funds from any source which are realized by the sale of property assisted in any form or fashion with HOME funds.
 - b. The total HOME funds provided by the COUNTY to the CHDO for any specific project under this contract, less the actual expenses for the project, the buyer's down payment, the buyer's contribution, and any non-HOME or non-CDBG mortgages are defined as CHDO Proceeds, or Proceeds.
- B. Allowable Use:
 1. An eligible activity defined by either the HOME program regulations or this agreement that directly supports the creation of affordable housing in our community shall be collectively known as an "allowable use". Allowable uses are further defined and limited by this agreement.
- C. Governing Law and Regulation
 1. Final HOME Rule: 24 CFR Parts 91 and 92
 2. CPD Notice 97-9
- D. Allowable Uses of Proceeds
 1. Any eligible use of HOME funds, as defined in 24 CFR Parts 91 and 92 of the Final HOME Rule shall be an allowable use under this contract, so long as the allowable use results in or supports the creation of new units of affordable single family housing for purchase by HOME qualified buyers.
- E. Prohibited Uses of Proceeds

1. Proceeds may not be used to fund, finance or pay for a loan counseling, debt counseling or homebuyer counseling programs or efforts as long as the COUNTY or CHDO provides funding to any other organization or entity to provide these services.
2. Proceeds may not be used to fund any operating reserves of the CHDO.
3. Proceeds may not be utilized to make repairs, reconstruct, or rebuild any unit previously financed with HOME funds without the express written permission of the COUNTY.

F. Accounting

1. The CHDO shall retain proceeds in a separate bank account and shall provide an accounting of the use of proceeds to the COUNTY on a quarterly basis.
 - a. The accounting shall designate the project and show the flow of funds into and out of the project account until all funds in the account are expended in accordance with this agreement.
2. To facilitate proper accounting for the proceeds, the CHDO shall utilize the spreadsheet designated by the COUNTY and included here by reference.
3. The auditor of the CHDO shall, at each annual audit, review the CHDO proceeds account of the CHDO and shall include in the annual audit specific language stating whether or not the CHDO has complied with the terms of this agreement.

G. Allocation and Use of Proceeds

1. Under the CHDO's contract with the COUNTY, the COUNTY provides the CHDO with a development subsidy to assist in the development of single family housing within the COUNTY.
2. The development subsidy is expended by the CHDO to build the home.
3. Proceeds are realized upon the sale of the completed home to a qualified buyer per the definition provided above.
 - a. Proceeds are realized on the date of the close of the property with the homebuyer.
4. To facilitate the quick rollover and expenditure of proceeds, the CHDO will invest proceeds in the next available project as soon as the proceeds are realized, and before a request for additional funds for development activity from the COUNTY.

H. Draw Requests

1. Requests to the COUNTY for disbursement of funds for land acquisition, site development and/or construction financing on any subsequent project under this contract, shall include the following:
 - a. The full amount of the requested disbursement.
 - b. The amount drawn from proceeds
 - c. Including the project name or names the amount is drawn from.
 - d. The net amount of the requested disbursement.

I. Monitoring and Compliance

1. Each year, on or before the 31st of March, the CHDO shall deliver an audit by a certified public accountant to the COUNTY.
 - a. The audit shall contain the provision noted under accounting.
2. The COUNTY may request at any time, without prior notice, any file, financial record, or document related to any project that received any HOME funds or Proceeds.
 - a. The CHDO agrees to comply with any request within five business days of the request.
3. The COUNTY will monitor the CHDO's use of Proceeds based on a risk assessment. Typically, the COUNTY will notify the CHDO thirty days in advance of the monitoring.
4. Failure by the CHDO to deliver the audit, to submit the required quarterly report, segregate the Proceeds in a separate account, or to properly account for the Proceeds to the standard provided shall by this agreement, shall be a breach of contract under the terms of this Agreement.
 - a. The COUNTY, may, at the COUNTY's sole discretion, end all payments under the contract until the terms of this Agreement are met.

Section VIII – CHDO Provisions

It is understood that the AWARDEE has certified that it is and will maintain CHDO (Community Housing Development Organization) status for the term of the Project/Agreement in accordance with 24 CFR 92. AWARDEE agrees to provide information as may be requested by the agency to document its continued compliance, including but not limited to an annual board roster and certification of continued compliance.

Section IX – Procurement Standards

The AWARDEE shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring for services to be provided under this agreement, the AWARDEE shall comply at a minimum with the nonprofit procurement standards at 24 CFR 84.40 - 48.

Section X – Conflict of Interest Provisions

The AWARDEE warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the

performance of its services hereunder. The AWARDDEE further warrants and covenants that in the performance of this contract, no person having such interest shall be employed.

HOME conflict of interest provisions, as stated in 92.356, apply to the award of any contracts under the agreement and the selection of tenant households to occupy HOME-assisted units.

No employee, agency, consultant, elected official, or appointed official of the AWARDDEE, may obtain a financial interest or unit benefits from a HOME-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition includes the following:

- Any interest in any contract, subcontract or agreement with respect to a HOME assisted project or program administered by the AWARDDEE, or the proceeds thereunder; or
- Any unit benefits or financial assistance associated with HOME, projects or programs administered by the AWARDDEE, including:
 - Occupancy of a rental housing unit in a HOME assisted rental project;
 - Receipt of HOME tenant-based rental assistance;
 - Purchase or occupancy of a homebuyer unit in a HOME assisted project;
 - Receipt of HOME homebuyer acquisition assistance; or
 - Receipt of HOME owner-occupied rehabilitation assistance.

This prohibition does not apply to an employee or agent of the AWARDDEE who occupies a HOME assisted unit as the on-site project manager or maintenance worker.

In addition, no member of Congress of the United States, official or employee of HUD, or official or employee of the Participating Jurisdiction shall be permitted to receive or share any financial or unit benefits arising from the HOME-assisted project or program.

Prior to the implementation of the HOME-assisted activity, exceptions to these provisions may be requested by the AWARDDEE in writing to the Participating Jurisdiction. The AWARDDEE must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the HOME assistance. The Jurisdiction may grant exceptions or forward the requests to HUD as permitted by 24 CFR 92.356, 85.36 and 84.42, as they apply.

Section XI – County Responsibilities

The County shall furnish the AWARDDEE with the following services and information from existing County record and County files:

- A. The County shall furnish the AWARDDEE information regarding its requirements for the Project.

- B. The County will provide the AWARDDEE with any changes in HOME regulations or program limits that affect the project, including but not limited to income limits, property value limits and rent limit.
- C. The County will conduct progress inspections of work completed to protect its interests as lender and regulatory authority for the project, and will provide information to the AWARDDEE regarding any progress inspections or monitoring to assist it in ensuring compliance.
- D. The County will certify income for all applicants referred by the AWARDDEE.

The County's review and approval of the WORK will relate only to overall compliance with the general requirements of this Agreement and HOME regulations, and all County regulations and ordinances.

Nothing contained herein shall relieve the AWARDDEE of any responsibility as provided under this Agreement.

Section XII – Equal Employment Opportunity

During the performance of this contract, the AWARDDEE agrees as follows:

- A. The AWARDDEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin(s). The AWARDDEE will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin(s). Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The AWARDDEE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer of the County setting forth the provisions of this nondiscrimination clause.
- B. The AWARDDEE will, in all solicitations or advertisements for employees placed by or on behalf of the AWARDDEE, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The AWARDDEE will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the County's contracting officer, advising the labor union or worker's representative of the AWARDDEE's commitments under Section 202 of Executive Order No 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The AWARDDEE will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

- E. The AWARDDEE will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.
- F. In the event the AWARDDEE is found to be in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the AWARDDEE may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.
- G. The AWARDDEE will include the provisions of paragraphs (a) through (g) of this agreement in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The AWARDDEE will take such action with respect to any subcontract or purchase order as the Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event the AWARDDEE becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Agency the AWARDDEE may request the United States to enter into such litigation to protect the interest of the United States.

Section XIII – Labor, Training and Business Opportunity

The AWARDDEE agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

- A. It is agreed that the work to be performed under this agreement is on a project assisted under a program providing direct Federal financial assistance from the US Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12 U.S.C. 1701 u, as well as any and all applicable amendments thereto. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given low and moderate income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the project area.
- B. The AWARDDEE shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 Code of Federal Regulations and all applicable rules and orders of the Agency of Housing and Urban Development issued thereunder as well as any and all applicable amendments thereto prior to the execution of this contract as well as during the term of this contract. The AWARDDEE certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these requirements as well as any and all applicable amendments thereto.

- C. The AWARDEE will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the County, take appropriate action pursuant to the subcontractor upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, in 24 Code of Federal Regulations. The AWARDEE will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 code of Federal Regulations and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.
- D. Compliance with the provisions of Section 3, the regulations set forth in 24 Code of Federal Regulations and all applicable rules and orders of the Agency of Housing and Urban Development issued thereunder prior to the execution of the contract shall be a condition precedent to federal financial assistance being provided in the Project as well as a continuing condition, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the AWARDEE or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations as well as with any and all applicable amendments thereto.

Section XIV – Compliance with Federal, State & Local Laws

The AWARDEE covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state, local, and federal governments, and all amendments thereto, including, but not limited to; Title 8 of the Civil Rights Act of 1968 PL.90-284; Executive Order 11063 on Equal Opportunity and Housing Section 3 of the Housing and Urban Development Act of 1968; Housing and Community Development Act of 1974, as well as all requirements set forth in 24 CFR 92 of the HOME Investment Partnership Program. The AWARDEE covenants and warrants that it will indemnify and hold the COUNT forever free and harmless with respect to any and all damages whether directly or indirectly arising out of the provisions and maintenance of this contract.

The AWARDEE agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857 (h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

The AWARDEE further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of \$100,000. The AWARDEE also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

Section XV – Suspension and Terminations

In accordance with 24 CFR 85.43, suspension or termination may occur if the AWARDEE materially fails to comply with any term of the award, and that the award may be terminated for convenience with 24 CFR 85.44.

If through any cause, the AWARDEE shall fail to fulfill in timely and proper manner its obligations under this contract, or if the AWARDEE shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate this contract by giving written notice to the AWARDEE of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, the AWARDEE shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to the date of said termination. Notwithstanding the above, the AWARDEE shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the AWARDEE and the County may withhold any payments to the AWARDEE for the purpose of setoff until such time as the exact amount of damages due the County from the AWARDEE is determined whether by court of competent jurisdiction or otherwise.

Section XVI – Termination for Convenience of the County of Gloucester

The County may terminate for its convenience this contract at any time by giving at least thirty (30) days notice in writing to the AWARDEE. If the contract is terminated by the County, as provided herein, the County will reimburse for any actual and approved expenses incurred, including those costs involved in terminating the contracts and shutting down the work as of the date of notice, and the AWARDEE will be paid as a FEE an amount which bears the same ratio to the total compensation as the services actually performed bear to the service of the AWARDEE covered by this contract, less payments of compensation previously made. Claims and disputes between the parties will be submitted to the American Arbitration Association for resolution. Award or judgment may be entered in any court having jurisdiction thereof.

Section XVII – Default-Loss of Grant Funds

If the AWARDEE fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the agreement, and more particularly if the AWARDEE refuses or fails to proceed with the work with such diligence as will insure its completion within the time frame fixed by the schedule set forth in Attachment C of this agreement, the AWARDEE shall be in default and notice in writing shall be given to the AWARDEE of such default by the Agency or an agent of the Agency. If the AWARDEE fails to cure such default within such time as may be required by such notice, the County, acting by and through the Agency, may, at its option, terminate and cancel the contract.

In the event of such termination, all grant funds awarded to the AWARDEE pursuant to this agreement shall be immediately revoked and any approvals related to the Project shall immediately be deemed revoked and canceled. In such event, the AWARDEE will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this agreement, as the grant funds will no longer be available for this project.

Such termination shall not effect or terminate any of the rights of the County as against the AWARDEE then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the County under the law and the note and mortgage (if in effect) including but not limited to compelling the

AWARDEE to complete the project in accordance with the terms of this agreement, in a court of equity.

The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

Section XVIII – Inspection, Monitoring & Access to Records

The County reserves the right to inspect, monitor, and observe work and services performed by the AWARDEE at any and all reasonable times.

The County reserves the right to audit the records of the AWARDEE any time during the performance of this Agreement and for a period of five years after final payment is made under this Agreement.

If required, the AWARDEE will provide the Agency with a certified audit of the AWARDEE's records representing the Fiscal Year during which the Project becomes complete whenever the amount listed in SECTION VII is at or exceeds \$300,000, pursuant to the requirements of OMB Circular A-133.

Access shall be immediately granted to the County, HUD, the Comptroller General of the United States or any of their duly authorized representatives to any books, documents, papers, and records of the AWARDEE or its contractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Section XIX – General Conditions

- A. All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earliest.

County Address:

Department of Public Works – Planning Division
Housing and Community Development
1200 N. Delsea Drive
Clayton, NJ 08312
Attn: Rick Westergaard, PP/AICP, Planning Director

AWARDEE Address:

Habitat for Humanity
305 South Broadway
Pitman NJ 08071
Attn: Tony Isabella, Executive Director

- B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.
- C. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall rule.
- D. No waiver or breach of any provision of this Agreement shall constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- E. The parties hereto agree that this Agreement shall be construed and enforced according to the laws of the State of New Jersey.
- F. Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of New Jersey, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.
- G. The AWARDEE shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C.874) as supplemented in the AGENCY of Labor Relations (29 CFR Part 3) as amended.
- H. The AWARDEE shall comply with the provisions of sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40U.S.C.327-330) as supplemented by AGENCY of Labor Relations (29CFR, Part 5), as amended.
- I. The AWARDEE further warrants and agrees to include or cause to be included the criteria and requirements of paragraphs (G) through (H) of this section in every nonexempt subcontract. The AWARDEE also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.
- J. The obligations undertaken by AWARDEE pursuant to this Agreement shall not be delegated or assigned to any other person or agency unless County shall first consent to the performance or assignment of such service or any part thereof by another person or agency.
- K. The Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors and assigns.
- L. AWARDEE shall indemnify and save County harmless from and against any negligent claims, liabilities, losses and causes of action which may arise out of AWARDEE's activities under this agreement, including all other acts or omissions to act on the part of the

AWARDEE including any person acting for on its behalf, and, from and against all costs, attorneys fees, expenses and liabilities incurred in the defense of any such claims, or in the investigation thereof.

- M. AWARDEE and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the County, and shall not attain any rights or benefit under the civil service or pension ordinances of the County, or any rights generally afforded classified or unclassified employees; further they shall not be deemed entitled to state Compensation benefits as an employee of the County.
- N. Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or changes in regulations.

IN WITNESS WHEREOF,

The County of Gloucester and Habitat for Humanity have caused their signatures to be hereunto affixed and duly attested

GLOUCESTER COUNTY BOARD
OF CHOSEN FREEHOLDERS

GLOUCESTER COUNTY
HABITAT FOR HUMANITY

ROBERT M. DAMMINGER,
Freeholder Director

DANNY SULPIZIO,
Board President

WITNESSED:

ROBERT DILELLA, Clerk of
the Board of Chosen Freeholders

C-4

**RESOLUTION CONCURRING WITH THE BOROUGH OF GLASSBORO
RESOLUTION REQUESTING BUS SHELTERS PURSUANT TO ENGINEERING FILE
#TA-07-06**

WHEREAS, New Jersey Transit has funds for the purchase and installation of bus shelters throughout the State of New Jersey; and

WHEREAS, the Borough of Glassboro has requested by its resolution R:118-14 dated Thursday, March 6, 2014 that New Jersey Transit install four bus shelters along Main Street (County Route 553A) at certain locations within the municipality, and has executed an agreement with New Jersey Transit for this purpose; and

WHEREAS, in the interest of promoting public transportation, conservation of energy, air quality, traffic safety the County endorses the concept of providing bus shelters for bus passengers on County roads.

NOW, THEREFORE BE IT RESOLVED, that the Gloucester County Board of Chosen Freeholders concurs with the request by the Borough of Glassboro to New Jersey Transit for the purchase and installation of bus shelters; and

BE IT FURTHER RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, is hereby authorized to execute and the Clerk of the Board is authorized to attest to the agreement already endorsed by the Borough of Glassboro granting access within the County right-of-way to install shelters at the locations described in New Jersey Transit's agreement with the Borough of Glassboro.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Tuesday, November 25, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C-4

AGREEMENT BETWEEN
THE NEW JERSEY TRANSIT CORPORATION
AND
MUNICIPAL SPONSOR AND COUNTY CO-SPONSOR
FOR THE INSTALLATION AND MAINTENANCE OF BUS SHELTERS
ON COUNTY ROADS

This agreement made as of _____ by and between NEW JERSEY TRANSIT CORPORATION (hereinafter "NJ TRANSIT") and the Borough of Glassboro (hereinafter "Sponsor") and the County of Gloucester, (hereinafter "Co-sponsor") State of New Jersey.

WITNESSETH:

WHEREAS, NJ TRANSIT desires to establish and provide for the operation and improvement of a coherent public transportation system in the most efficient and effective manner; and

WHEREAS, NJ TRANSIT desires to promote increased ridership on buses and other means of public transportation; and

WHEREAS, NJ TRANSIT desires to encourage the participation of municipal and county governments and other concerned citizens in the development of a bus shelter program; and

WHEREAS, the Sponsor and Co-Sponsor desire bus shelters to be installed in order to provide a safe and convenient waiting area for the commuting public; and

WHEREAS, the Sponsor has made application to NJ TRANSIT by its resolution dated 3-6-14, and the Co-Sponsor has concurred with said application by its resolution dated _____, which resolutions are hereby made a part of this Agreement, for the installation of **four** bus shelter(s) at certain locations within the **Borough of Glassboro** in the **County of Gloucester**, and

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto covenant and agree with each other as follows:

1. NJ TRANSIT shall procure and install, at its sole expense, bus shelters at certain locations within the **Borough of Glassboro**, the **County of Gloucester**, which locations are set forth in Exhibit A which is attached to and made part of this Agreement.
2. The Sponsor, at the Sponsor's sole cost and expense, shall secure any and all rights-of-way necessary for the proposed bus shelter installation(s).
3. Other than as set forth in paragraph 4 hereof, the Sponsor shall do any and all preliminary work relating to installation of the bus shelters, including any utility relocations, necessary to prepare the bus shelter site(s) at the locations set forth in Exhibit A. NJ TRANSIT will ensure that the shelter itself will conform with all requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et. seq., as implemented in the Department of Justice regulations 28 CFR Part 35. The Sponsor shall bear all obligations and costs to comply with the act when necessary to provide access to the shelter involving sidewalks, curb cuts, ramps, or slopes.

4. If NJ Transit, in its sole discretion, determines that the installation of a six (6) inch deep concrete pad foundation is necessary for the bus shelter installation(s), then NJ Transit shall perform or cause to be performed the excavation or fill work related to the installation of said concrete pad.
5. The Sponsor shall obtain any and all necessary consents from adjoining property owners for installation of the bus shelter(s) at the proposed location(s).
6. The Sponsor, in accordance with N.J.S.A. 39:4-197 et. seq., and the Co-Sponsor shall adopt any and all resolutions and/or ordinances necessary to give legal effect to all regulatory signs and devices installed or erected in connection with the bus shelter installations. The Sponsor and Co-Sponsor shall comply with N.J.S.A. 39:4-8 when adopting any ordinance or resolution pertaining to the subject bus shelters if such resolutions or ordinances pertain to regulating or governing of traffic or traffic conditions.
7. The Sponsor shall procure and, when necessary, pay for any and all necessary permits required to carry out the project.
8. The Sponsor and/or Co-Sponsor hereby grant NJ TRANSIT and the New Jersey Department of Transportation (NJDOT), their agents, officials, employees and servants permission to enter its right-of-way at the location(s) set forth in Exhibit A for the purpose of installing or removing bus shelters at said locations.
9. Upon the completion of the installation of the bus shelter(s) the Sponsor shall assume ownership and possession of the bus shelter(s) and shall retain

ownership of said shelters(s) subject to the terms, condition, reservations and covenants set forth in this Agreement.

10. The Sponsor agrees to bear all risks of damage, loss, theft, or destruction, partial or complete, of the bus shelter(s). Any and all replacements, repairs or substitution of parts on the shelter(s) shall be at the cost and expense of the Sponsor, and the Sponsor shall at all times at its own expense keep the bus shelter(s) in good condition and repair. The Sponsor shall provide, at its own expense, security and maintenance (including removal of graffiti and snow removal) necessary to keep the shelter(s) functional, safe, and clean. If the Sponsor fails to maintain a bus shelter so that it is no longer safe, clean or functional as determined by NJ TRANSIT, NJ TRANSIT shall notify the Sponsor in writing of such determination and after thirty (30) days from the date of said notice, NJ TRANSIT may, by its agents, enter upon the site of said shelter, take possession of, and remove such shelter. The Sponsor, however, shall remain liable with respect to the bus shelter as hereinafter provided until its removal. This right retained by NJ TRANSIT to retake possession of a shelter, should the Sponsor fail to abide by this Agreement, shall not be construed, and is not intended to impose, a duty on the part of NJ TRANSIT to inspect and maintain the shelter(s). The duty to inspect and maintain rests entirely with the Sponsor.
11. At no time shall the Sponsor remove or relocate a bus shelter installed pursuant to this Agreement without prior written approval of NJ TRANSIT. All

costs of removal and/or relocation, if approved, shall be borne by the Sponsor.

12. The Sponsor shall defend, indemnify, protect, and save harmless the State of New Jersey, NJ TRANSIT, NJDOT, and the Co-Sponsor, their agents, officials, employees, and servants, against all liability, expenses and just or unjust claims made against the Sponsor, the State of New Jersey, NJ TRANSIT, NJDOT, and the Co-Sponsor, their agents, officials, employees, and servants on account of any alleged injuries, deaths, property damage, losses of any kind whatsoever, damages, suits, liabilities, judgments, costs and expenses (including reasonable court costs and attorney's fees), arising out of any acts or omission of the Sponsor, its officials, agents, servants and employees in the performance of any duties, services or obligations connected with or resulting from this agreement or arising from the possession, use, and maintenance of the bus shelters, including without limitation, the delivery, possession, use or removal thereof. NJ TRANSIT assumes no liability or responsibility for the acts, whether negligent or not, of the Sponsor or Co-Sponsor, their officials, employees, agents or servants, by virtue of entering into this Agreement.
13. The Sponsor agrees to carry, throughout the term of this Agreement, commercial general liability insurance which covers any and all claims arising from the possession, use or maintenance of each bus shelter which is the subject of this Agreement with a minimum limit of \$1,000,000.00 per occurrence. Such insurance shall name NJ TRANSIT and Sponsor and Co-

Sponsor as insured and shall contain a provision that no act or omission of Sponsor and Co-Sponsor will affect or limit the obligation of the insurance company to pay the amount of any loss sustained. Such policy shall be noncancellable except upon thirty (30) days advance written notice to NJ TRANSIT. The foregoing insurance coverage is not intended to, nor does it, limit the liability of the Sponsor to hold harmless the State of New Jersey, NJ TRANSIT, NJDOT and the Co-Sponsor. If the Sponsor fails to maintain the types or amounts of insurance required under the terms of this Agreement, NJ Transit shall have the right to unilaterally cancel this agreement and to enter upon the sites of the subject bus shelters, take possession of the shelters and remove the shelters, upon 24 hours notice to Sponsor and Co-Sponsor.

14. The Sponsor shall not install or permit to be installed any graphics or private advertisement on the bus shelters without the prior written approval of NJ TRANSIT.
15. Each party executing and delivering this agreement has due and proper authority to execute and deliver same.

IN WITNESS WHEREOF, the parties hereto execute this Agreement to be effective as of the day and year first written above.

ATTEST:

Patricia A. Martino
Municipal Clerk

Patricia A. Martino
Print Name

Municipal Clerk
Title

SPONSOR: **BOROUGH OF GLASSBORO**

Jr *10/25/14*
Director or Presiding Officer Date

Joseph A. Briganti, Jr.
Print Name

Borough Administrator
Title

ATTEST:

Clerk

Print Name

Title

CO-SPONSOR: **GLOUCESTER COUNTY**

Director or Presiding Officer Date

Print Name

Title

ATTEST:

NJ TRANSIT CORPORATION

By: _____
Date

The aforementioned Agreement has been reviewed and is hereby approved as to form only.

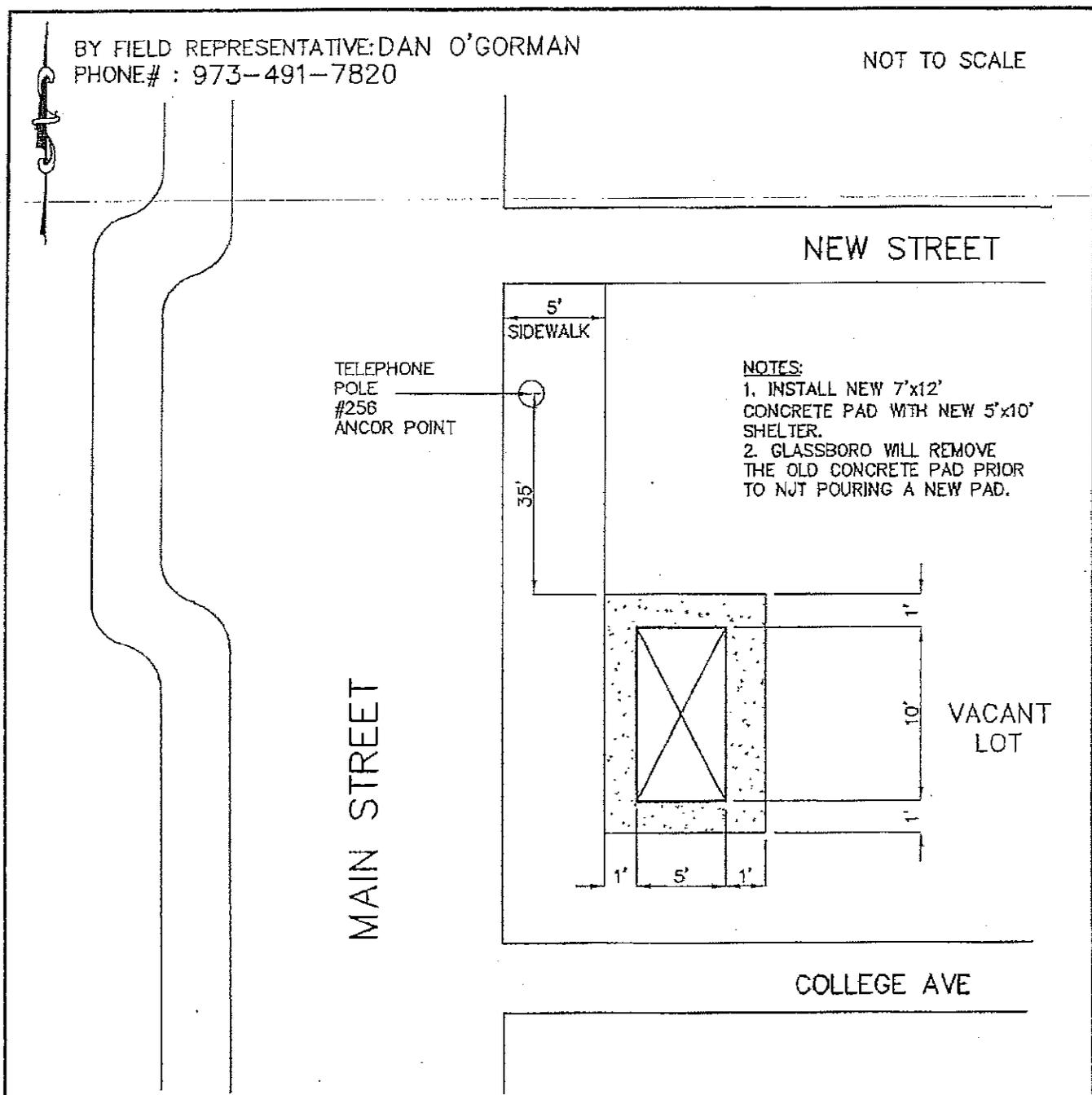
JOHN HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY

BY: _____
Deputy Attorney General Date

EXHIBIT A

BY FIELD REPRESENTATIVE: DAN O'GORMAN
 PHONE# : 973-491-7820

NOT TO SCALE



MAIN STREET

NEW STREET

NOTES:
 1. INSTALL NEW 7'x12'
 CONCRETE PAD WITH NEW 5'x10'
 SHELTER.
 2. GLASSBORO WILL REMOVE
 THE OLD CONCRETE PAD PRIOR
 TO NJT POURING A NEW PAD.

VACANT LOT

COLLEGE AVE

NOTE:
 POUR 1 CONCRETE PADS
 A. DIMENSIONS: 7 X 12 + 9 = 9.33SY

THIS BUS SHELTER IS MAINTAINED BY
GLASSBORO

COUNTY GLOUCESTER		MAIN STREET, NORTHBOUND, AT COLLEGE AVE, MID BLOCK (350' NORTH)	
MUNICIPALITY GLASSBORO		BUS SHELTER SITE PLAN NJ TRANSIT BUS OPERATIONS INC. ONE PENN PLAZA EAST NEWARK, N.J. 07105	
ABUTTING OWNER BOROUGH			
RIGHT OF WAY BOROUGH	STOP STATUS ESTABLISHED		
SHELTER TYPE 5'x10'	REVISED: 6/20/14		
LINES SERVED: 313, 408, 412	REQUESTOR CONTACT: SHARON NICHOLS 856-881-9230	BUS STOP # 32032	

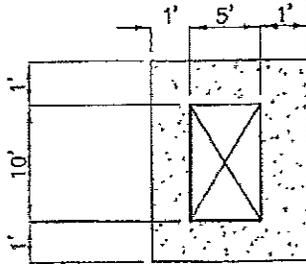
BY FIELD REPRESENTATIVE: DAN O'GORMAN
 PHONE# : 973-491-7820

NOT TO SCALE

NOTE:
 INSTALL NEW 7'x12'
 CONCRETE PAD
 WITH NEW 5'x10'
 SHELTER

PARKING LOT

GRASS/DIRT
 FOUNDATION



NOTE:
 POUR CONCRETE PADS
 A. DIMENSIONS: 7 X 12 + 9 = 9.33 SY

MAIN STREET

NEW STREET

COLLEGE AVE

CONCRETE
 SIDEWALK

NJT SIGNS

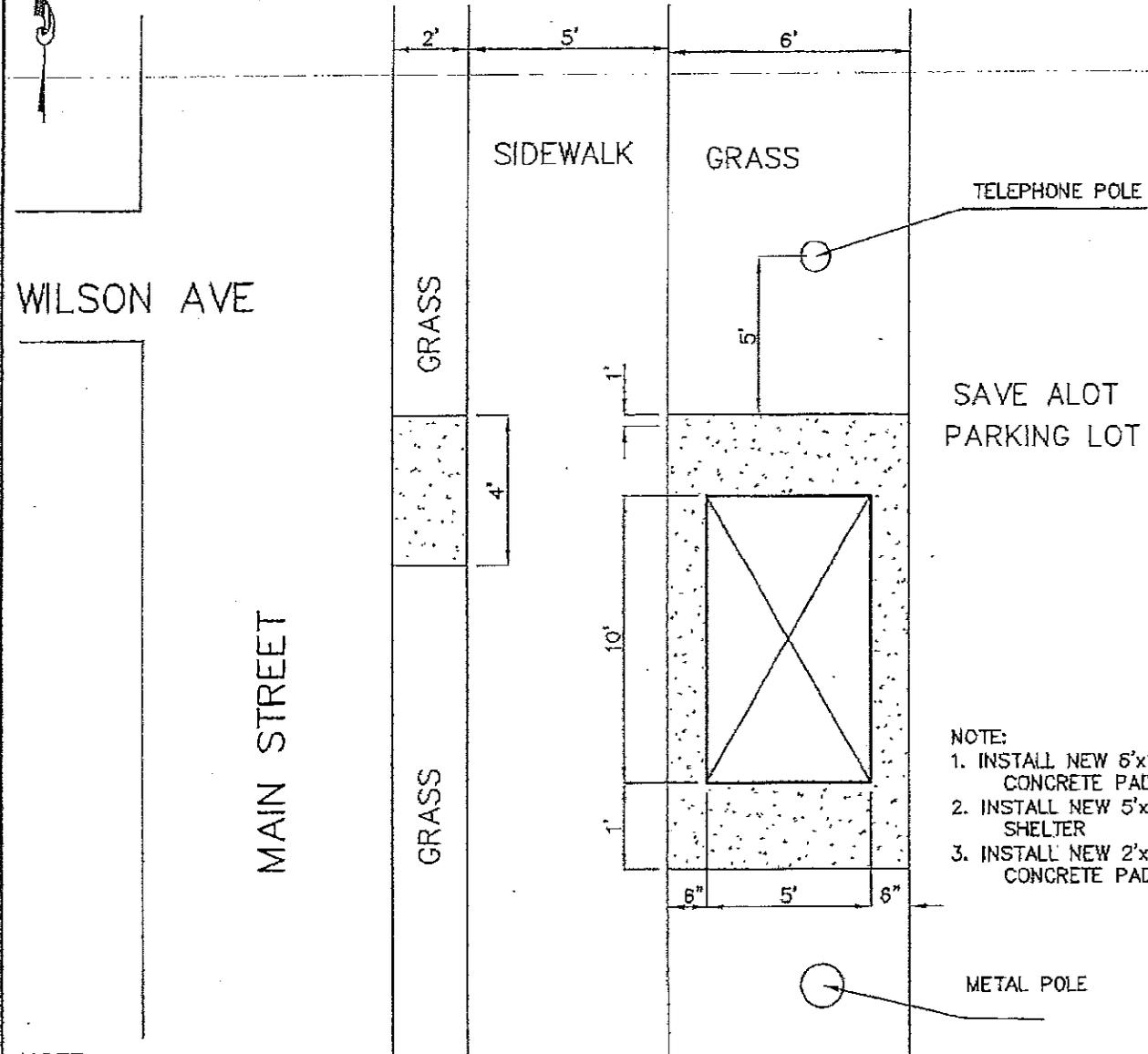
TP

THIS BUS SHELTER IS MAINTAINED BY
 GLASSBORO

COUNTY GLOUCESTER		MAIN STREET, SB AT COLLEGE AVE, MIDBLOCK, (350'N)
MUNICIPALITY GLASSBORO		
ABUTTING OWNER BORO		BUS SHELTER SITE PLAN NJ TRANSIT BUS OPERATIONS INC. ONE PENN PLAZA EAST NEWARK, N.J. 07105
RIGHT OF WAY BORO	STOP STATUS ESTABLISHED	
SHELTER TYPE 5'x10'	DATE 6/4/14	
LINES SERVED: 313, 408, 412	REQUESTOR CONTACT: SHARON NICHOLS 856-881-9230	BUS STOP # 31461

BY FIELD REPRESENTATIVE: DAN O'GORMAN
 PHONE# : 973-491-7820

NOT TO SCALE



- NOTE:
 1. INSTALL NEW 6'x12' CONCRETE PAD
 2. INSTALL NEW 5'x10" SHELTER
 3. INSTALL NEW 2'x4" CONCRETE PAD

NOTE:
 POUR CONCRETE PADS

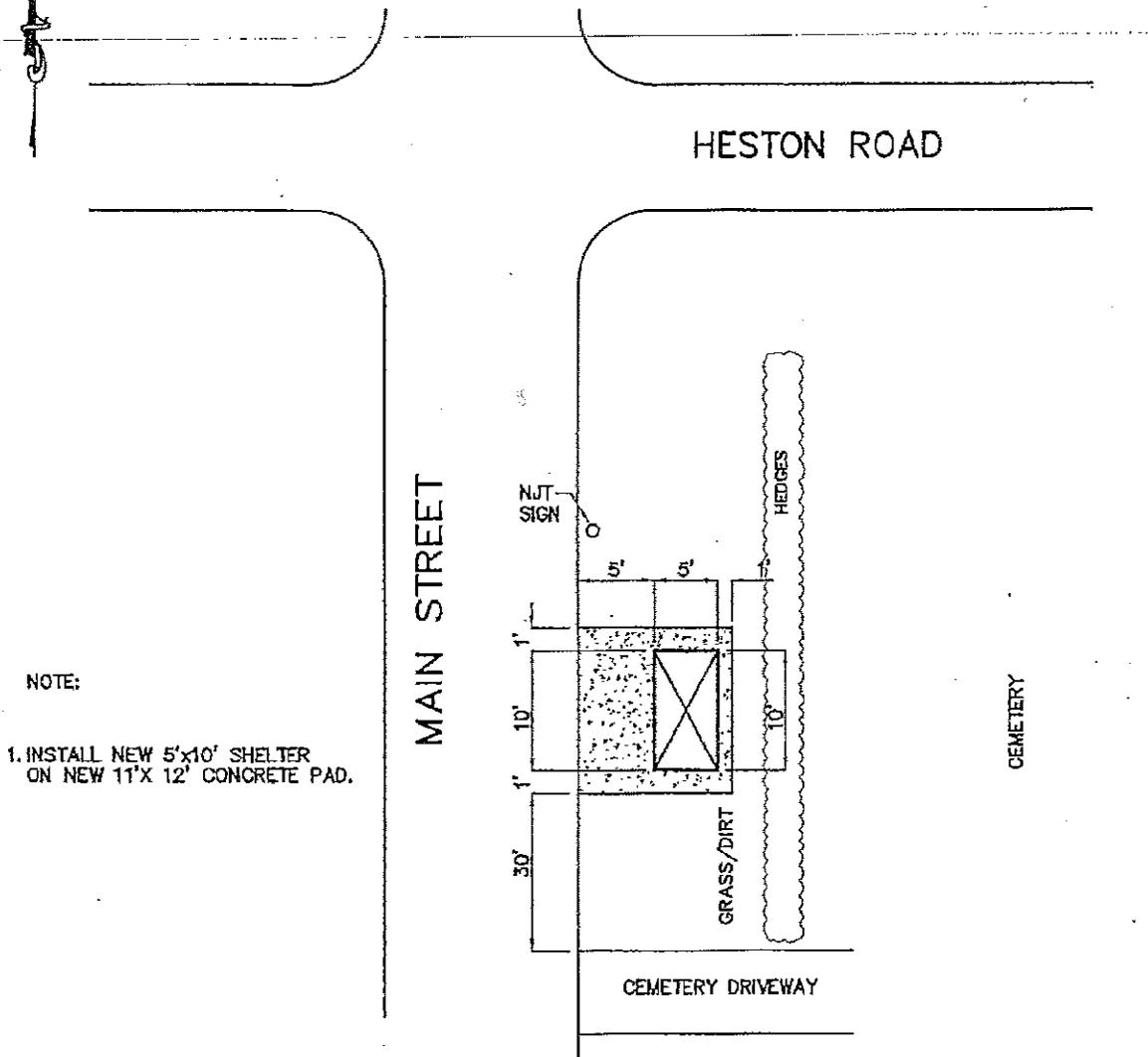
A. DIMENSIONS: 6 X 12 + 9 = 8.0 SY
 B. DIMENSIONS: 2 X 4 + 9 = 0.89 SY

THIS BUS SHELTER IS MAINTAINED BY GLASSBORO

COUNTY GLOUCESTER		MAIN STREET, NORTH BOUND, AT WILSON AVE, NEARSIDE (PROL.)
MUNICIPALITY GLASSBORO		
ABUTTING OWNER SAVE A LOT STORE		BUS SHELTER SITE PLAN NJ TRANSIT BUS OPERATIONS INC. ONE PENN PLAZA EAST NEWARK, N.J. 07105
RIGHT OF WAY BOROUGH	STOP STATUS ESTABLISHED	
SHELTER TYPE 5'x10'	REVISED 6/20/14	
LINES SERVED: 408, 412	REQUESTOR CONTACT: SHARON NICHOLS 856-881-9230	BUS STOP # 19733

BY FIELD REPRESENTATIVE: DAN O'GORMAN
 PHONE# : (973) 491-7820

NOT TO SCALE



NOTE:

1. INSTALL NEW 5'x10' SHELTER
 ON NEW 11'x 12' CONCRETE PAD.

NOTE:

POUR 1 CONCRETE PAD
 A. DIMENSIONS: 11' X 12' + 9 = 14.88 SY

THIS BUS SHELTER IS MAINTAINED BY
GLASSBORO

COUNTY		GLOUCESTER	MAIN STREET, NORTHBOUND, AT HESTON ROAD, MID-BLOCK (200' S)
MUNICIPALITY		GLASSBORO	
ABUTTING OWNER			BUS SHELTER SITE PLAN NJ TRANSIT BUS OPERATIONS INC. ONE PENN PLAZA EAST NEWARK, N.J. 07105
RIGHT OF WAY		CEMETARY	
COUNTY	STOP STATUS	ESTABLISHED	
SHELTER TYPE 'S'	DATE	9/9/14	
LINES SERVED:	REQUESTOR CONTACT:	BUS STOP #	
408, 412	SHARON NICHOLS, 856-881-9230	19735	

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/30/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the polici(es) must be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Conner Strong & Buckelew Companies, I MELJIF Underwriting Unit 9 Campus Drive, Suite 16 Parsippany, N.J. 07054	CONTACT NAME: MEL Underwriting Service Center PHONE (A/C, No Ext): FAX (A/C, No Ext) (732) 736-5274 EMAIL ADDRESS: MELUnderwritingSvcCtr@connerstrong.com
	INSURERS AFFORDING COVERAGE INSURER A: Gloucester, Salem, Cumberland Counties Municipal Joint Insur INSURER B: Municipal Excess Liability Joint Insurance Fund INSURER C: INSURER D: INSURER E:
INSURED Borough of Glassboro 1 South Main Street Glassboro, NJ 08028	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC	N		TR1141001-91	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 300,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ MED. EXP. (Any one person) \$ PERSONAL & ADV. INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG. \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> ALL OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED AUTOS	N		TR1141001-91	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (EA accident) \$ 300,000 BODILY INJURY (Per Person) \$ BODILY INJURY (Per Accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DED <input type="checkbox"/> RETENTION \$	N		MEL01140187	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 4,700,000 AGGREGATE \$ 4,700,000
A	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.		N/A	TR1141001-91	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATU TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (attach ACORD 101, Additional Remarks Schedule, if more space is required) **ANY ALTERATIONS WILL VOID THIS CERTIFICATE**
 Evidence of insurance

CERTIFICATE HOLDER Gloucester County Board of Chosen Freeholders PO Box 337 Woodbury, NJ 08096 Attn: Peter Mercanti	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

ADOPTED
MAR - 6 2014

RESOLUTION R: 118 - 14

REQUESTING BUS SHELTERS IN THE BOROUGH OF GLASSBORO

WHEREAS, NJ TRANSIT has funds for the purchase of bus shelters throughout the State of New Jersey; and

WHEREAS, the governing body of a municipality in New Jersey or the Board of Chosen Freeholders of a county may apply to the New Jersey Transit Corporation for the purchase and installation of bus shelters at legally designated bus stops; and

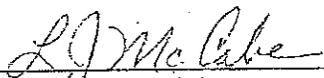
WHEREAS, the Borough of Glassboro, in the interest of promoting public transportation, conservation of energy, traffic safety, and for the convenience of the public, endorses the concept of providing bus shelters within its jurisdiction.

NOW, THEREFORE, BE IT RESOLVED, that the application is hereby made by the Mayor and Council of the Borough of Glassboro, in the County of Gloucester, to the New Jersey Transit Corporation for the purchase and installation of four bus shelter(s) as set forth in Exhibit A, made a part hereof.

BE IT FURTHER RESOLVED, that the Mayor and Council of the Borough of Glassboro authorize the Mayor and/or Borough Administrator to execute an agreement or agreements with NJ Transit to arrange for the purchase and installation of the shelters.

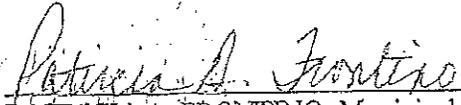
ADOPTED at a meeting of Mayor and Council of the Borough of Glassboro, County of Gloucester, New Jersey held on Thursday, March 6, 2014.

BOROUGH OF GLASSBORO



LEO J. McCABE, Mayor

Attest:



PATRICIA A. FRONTINO, Municipal Clerk

CERTIFICATION

I, Patricia A. Frontino, Municipal Clerk, of the Borough of Glassboro, in the County of Gloucester, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at a meeting of the Borough of Glassboro held on Thursday, March 6, 2013.

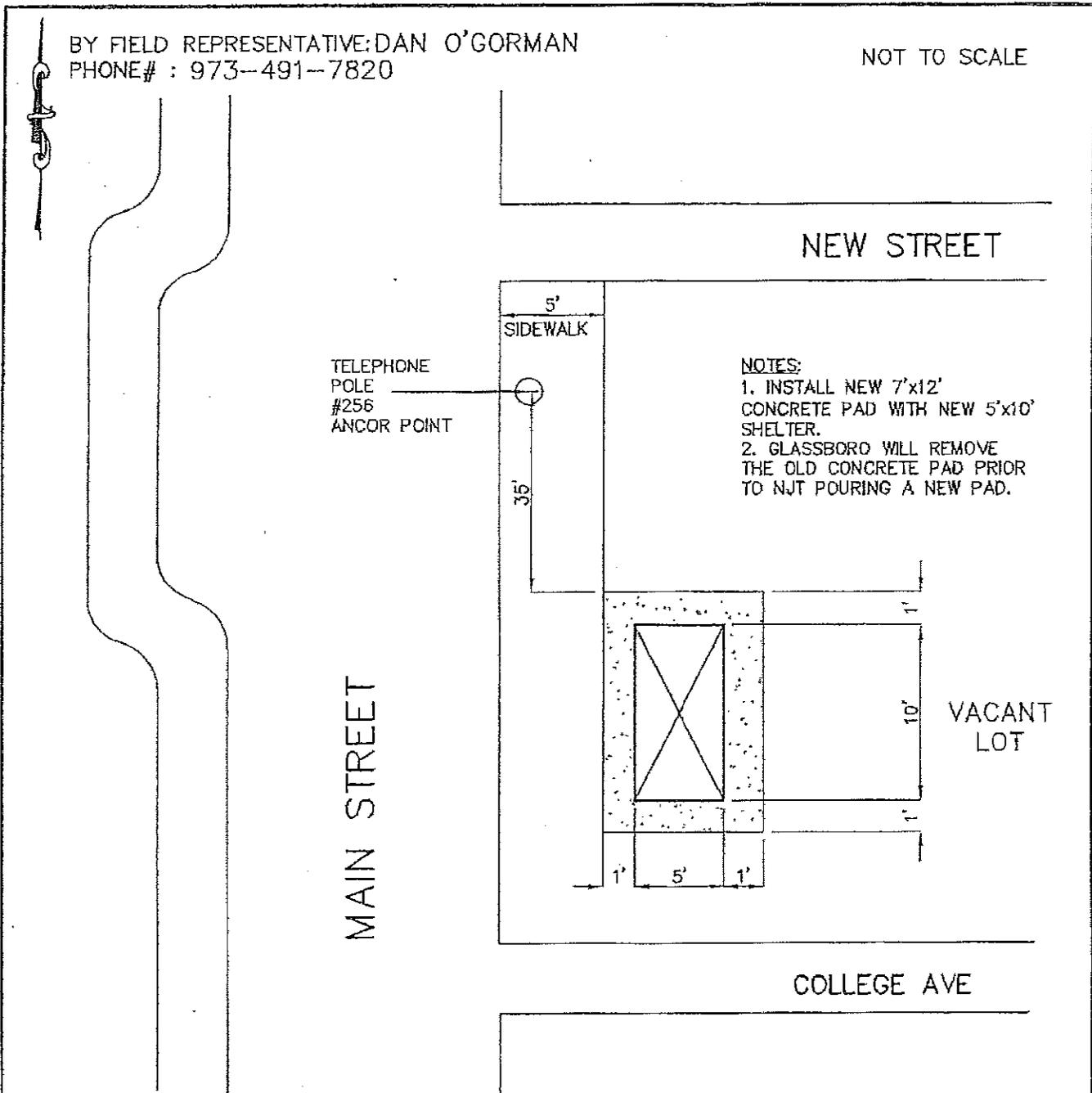


PATRICIA A. FRONTINO, Municipal Clerk

EXHIBIT A

BY FIELD REPRESENTATIVE: DAN O'GORMAN
 PHONE# : 973-491-7820

NOT TO SCALE



TELEPHONE
 POLE
 #256
 ANCOR POINT

NOTES:
 1. INSTALL NEW 7'x12'
 CONCRETE PAD WITH NEW 5'x10'
 SHELTER.
 2. GLASSBORO WILL REMOVE
 THE OLD CONCRETE PAD PRIOR
 TO NJT POURING A NEW PAD.

MAIN STREET

NEW STREET

VACANT
 LOT

COLLEGE AVE

NOTE:
 POUR 1 CONCRETE PADS
 A. DIMENSIONS: 7 X 12 + 9 = 9.33 SY

THIS BUS SHELTER IS MAINTAINED BY
 GLASSBORO

COUNTY GLOUCESTER		MAIN STREET, NORTHBOUND, AT COLLEGE AVE, MID BLOCK (350' NORTH)
MUNICIPALITY GLASSBORO		
ABUTTING OWNER BOROUGH		
RIGHT OF WAY BOROUGH	STOP STATUS ESTABLISHED	BUS SHELTER SITE PLAN NJ TRANSIT BUS OPERATIONS INC. ONE PENN PLAZA EAST NEWARK, N.J. 07105
SHELTER TYPE 5'x10'	REVISED: 6/20/14	
LINES SERVED: 313, 408, 412	REQUESTOR CONTACT: SHARON NICHOLS 856-881-9230	
		BUS STOP # 32032

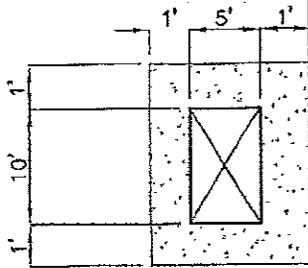
BY FIELD REPRESENTATIVE: DAN O'GORMAN
 PHONE#: 973-491-7820

NOT TO SCALE

NOTE:
 INSTALL NEW 7'x12'
 CONCRETE PAD
 WITH NEW 5'x10'
 SHELTER

PARKING LOT

GRASS/DIRT
 FOUNDATION



CONCRETE
 SIDEWALK

6'

MAIN
 STREET

NEW STREET

NJT SIGNS

COLLEGE AVE

23'
 TP

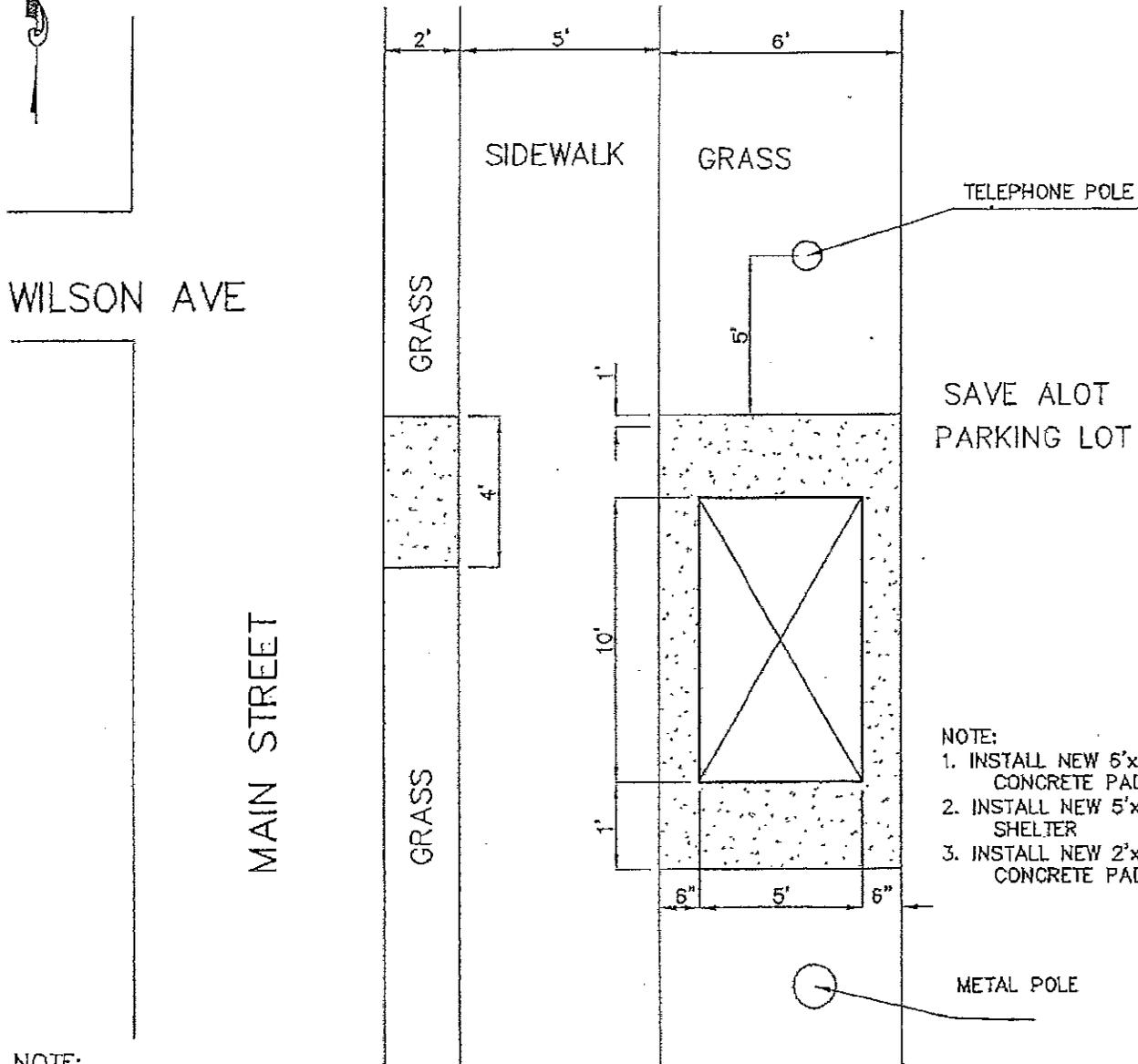
NOTE:
 POUR CONCRETE PADS
 A. DIMENSIONS: 7 x 12 + 9 = 9.33 SY

THIS BUS SHELTER IS MAINTAINED BY
 GLASSBORO

COUNTY GLOUCESTER		MAIN STREET, SB AT COLLEGE AVE, MIDBLOCK, (350'N)	
MUNICIPALITY GLASSBORO		BUS SHELTER SITE PLAN NJ TRANSIT BUS OPERATIONS INC. ONE PENN PLAZA EAST NEWARK, N.J. 07105	
ABUTTING OWNER BORO			
RIGHT OF WAY BORO	STOP STATUS ESTABLISHED		
SHELTER TYPE 5'x10'	DATE 6/4/14		
LINES SERVED: 313, 408, 412	REQUESTOR CONTACT: SHARON NICHOLS 856-881-9230	BUS STOP # 31461	

BY FIELD REPRESENTATIVE: DAN O'GORMAN
 PHONE# : 973-491-7820

NOT TO SCALE



- NOTE:
1. INSTALL NEW 6'x12' CONCRETE PAD
 2. INSTALL NEW 5'x10' SHELTER
 3. INSTALL NEW 2'x4' CONCRETE PAD

NOTE:

POUR CONCRETE PADS

A. DIMENSIONS: 6 X 12 + 9 = 8.0 SY

B. DIMENSIONS: 2 X 4 + 9 = 0.89 SY

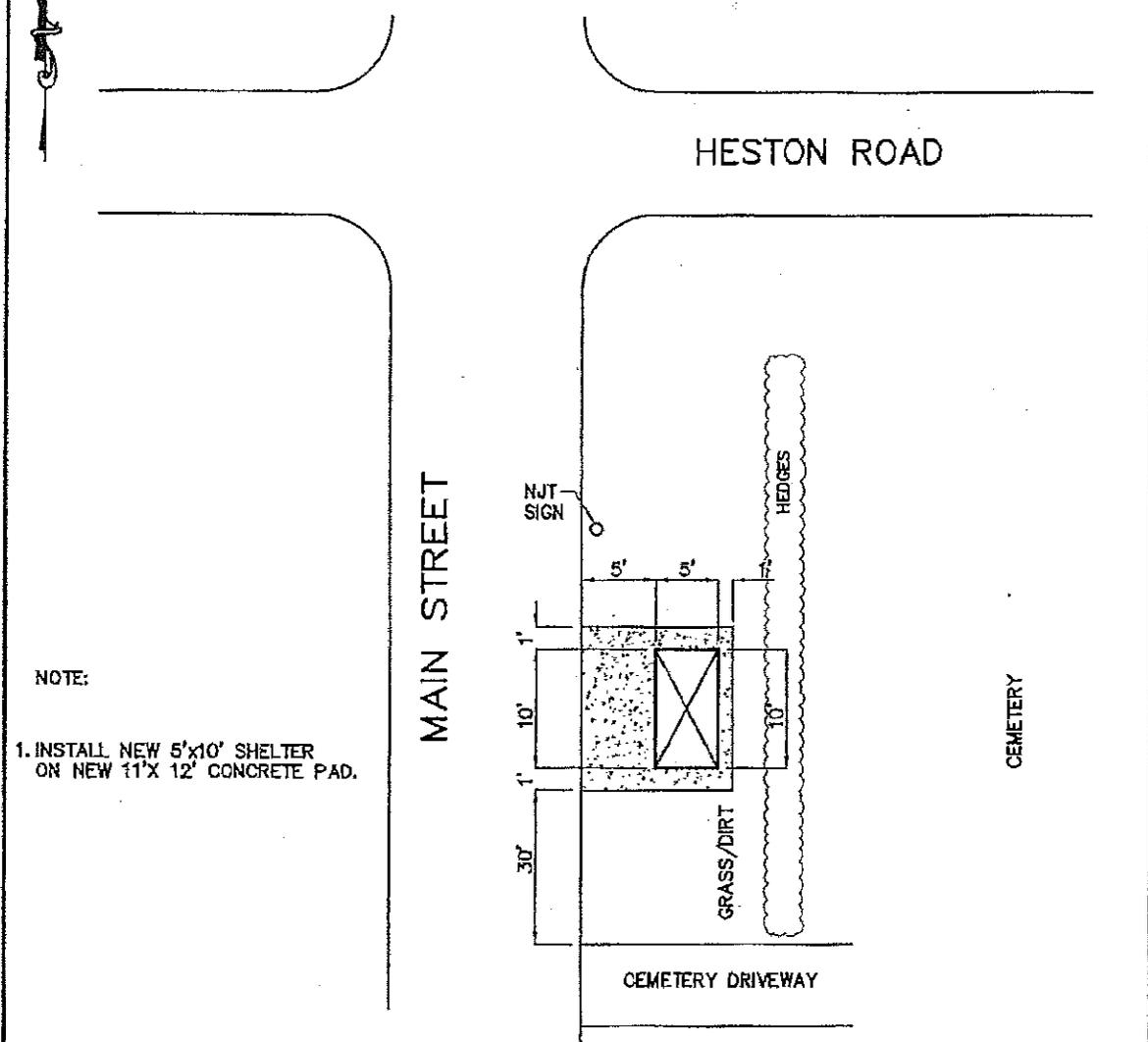
TOTAL 8.89 SY

THIS BUS SHELTER IS MAINTAINED BY GLASSBORO

COUNTY GLOUCESTER		MAIN STREET, NORTH BOUND, AT WILSON AVE, NEARSIDE (PROL.)	
MUNICIPALITY GLASSBORO		BUS SHELTER SITE PLAN	
ABUTTING OWNER SAVE A LOT STORE			
RIGHT OF WAY BOROUGH	STOP STATUS ESTABLISHED	NJ TRANSIT BUS OPERATIONS INC. ONE PENN PLAZA EAST NEWARK, N.J. 07105	
SHELTER TYPE 5'x10'	REVISED 6/20/14		
LINES SERVED: 408, 412	REQUESTOR CONTACT: SHARON NICHOLS 856-881-9230	BUS STOP # 19733	

BY FIELD REPRESENTATIVE: DAN O'GORMAN
 PHONE# : (973) 491-7820

NOT TO SCALE



NOTE:

1. INSTALL NEW 5'x10' SHELTER
 ON NEW 11'X 12' CONCRETE PAD.

NOTE:

POUR 1 CONCRETE PAD
 A. DIMENSIONS: 11' X 12' + 9 = 14.66 SY

THIS BUS SHELTER IS MAINTAINED BY
GLASSBORO

COUNTY		GLOUCESTER	MAIN STREET, NORTHBOUND, AT HESTON ROAD, MID-BLOCK (200' S)
MUNICIPALITY		GLASSBORO	
ABUTTING OWNER			BUS SHELTER SITE PLAN NJ TRANSIT BUS OPERATIONS INC. ONE PENN PLAZA EAST NEWARK, N.J. 07105
CEMETARY			
RIGHT OF WAY	COUNTY	STOP STATUS	
		ESTABLISHED	
SHELTER TYPE 'S'	DATE	9/9/14	
5'x10' STANDARD			
LINES SERVED:	REQUESTOR CONTACT:	BUS STOP #	
408, 412	SHARON NICHOLS, 856-881-9230	19735	

C-5

**RESOLUTION TO CONTRACT WITH R.E. PIERSON, INC. FOR THE
CONSTRUCTION OF HENDRICKSON MILL ROAD STRUCTURE IN WOOLWICH
TOWNSHIP FOR \$341,620.33**

WHEREAS, the County of Gloucester (hereinafter the "County") advertised for the receipt of public bids for the construction of the County road improvement project known as "Construction of Hendrickson Mill Road Structure 4-E-6 over Little Timber Creek, Woolwich Township, Gloucester County," Engineering Project #13-01SA (hereinafter the "Project"); and

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

WHEREAS, after following proper public bidding procedure, it was determined that R.E. Pierson Construction Company, Inc. (hereinafter "Pierson"), with an office address of 426 Swedesboro Road, Pilesgrove/PO Box 430, Woodstown, NJ 08098, was the lowest responsive and responsible bidder to construct the Project, as set forth in the specifications for the Project, for a total contract amount of \$341,620.33; and

WHEREAS, the County's Purchasing and Engineering Departments recommend award of a contract to R.E. Pierson for the Project; and the Contractor shall complete all work required for substantial completion of the Project within one hundred thirty (130) calendar days after the issuance of the Notice to Proceed; and

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

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for this contract in the amount of \$341,620.33, pursuant to C.A.F. #14-10063, which amount shall be charged against budget line items G-02-14-069-000-16222 (303,374.00) and C-04-11-016-165-16222 (\$38,246.33) for a total of \$341,620.33.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, is hereby authorized to execute and the Clerk of the Board is authorized to attest to a contract with R.E. Pierson for the Project in the amount of THREE HUNDRED FORTY-ONE THOUSAND SIX HUNDRED TWENTY DOLLARS AND THIRTY-THREE CENTS (\$341,620.33), per the prices submitted in its bid, and contingent upon approval by the New Jersey Department of Transportation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Tuesday, November 25, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

3

SUMMARY OF BIDS



SPECIFICATION NO. 13-015A

Office of the County Engineer
 Construction of Reconstruction Mill Road Structure 1-E6
 over Little Timber Creek, Woodloch Township, Gloucester County
 Engineering Project #13-015A

Bid Date: Thursday, November 13, 2014

Bid Time: 10:00 am

Item No.	Description	Approx. Quantity	Unit	Price	Amount	Unit	Price	Amount	Unit	Price	Amount	Unit	Price	Amount	Unit	Price	Amount	Unit	Price	Amount
1	Mobilization	1	LS	\$35,000.00	\$35,000.00															
2	Caution Fence	90	LF	\$2.50	\$225.00															
3	Silt Fence	615	LF	\$1.20	\$738.00															
4	Floating Turbidity Barrier, Type 2	200	LF	\$14.00	\$2,800.00															
5	Sediment Control Bag	200	SF	\$2.00	\$400.00															
6	Construction Ditchway	83	TON	\$20.00	\$1,660.00															
7	Oil Only Emergency Spill Kit, Type 1	1	UNIT	\$0.01	\$0.01															
8	Traffic Control	1	LS	\$0.01	\$0.01															
9	Cleaning Site	1	LS	\$23,500.00	\$23,500.00															
10	Excavation Unclassified	40	CY	\$2,500.00	\$1,000.00															
11	Geotextile Roadway Stabilization	1,000	SY	\$1.15	\$1,150.00															
12	Geotextile (Subsurface Drainage-Class 2)	55	SY	\$1.50	\$82.50															
13	Miscellaneous Concrete	250	CY	\$175.00	\$43,750.00															
14	No Item				\$0.00															
15	Dense Graded Aggregate Base Course, 6" Thick	750	SY	\$8.25	\$6,187.50															
16	1-1/4" Soil Aggregate	150	CY	\$22.50	\$3,375.00															
17	Coarse Aggregate, Size No. 57	12	TON	\$75.00	\$900.00															
18	Hot Mix Asphalt 2.5 SMA4 Surface Course, 2" Thick	83	TON	\$215.00	\$17,745.00															
19	Hot Mix Asphalt 2.5 SMA4 Base Course, 4" Thick	166	TON	\$110.00	\$18,260.00															
20	Truck Coat	107	GAL	\$0.01	\$1.07															
21	Pine Coat	214	GAL	\$0.01	\$2.14															
22	117" X 79" Corrugated Metal Pipe Arch	36	LF	\$600.00	\$21,600.00															
23	Temporary Cofferdam	1	LS	\$35,000.00	\$35,000.00															
24	Concrete Handwall	20	CY	\$1,500.00	\$30,000.00															
25	Reinforcement Steel, Epoxy Coated	1,207	LB	\$3.00	\$3,621.00															
26	Gabion Wall	115	CY	\$28.00	\$3,220.00															
27	Gabion Mattress	25	CY	\$450.00	\$11,250.00															
28	RTM, Bi-Directional Arched, 4"	1,684	LF	\$1.42	\$2,391.28															
29	Beam Guide Rail	5	UNIT	\$174.00	\$870.00															
30	Beam Guide Rail	500	LF	\$18.00	\$9,000.00															
31	Final Pipe Adjustment	4	Allowance	\$5,000.00	\$20,000.00															
32	Tangent Guide Rail Terminal	4	UNIT	\$2,500.00	\$10,000.00															
33	Nonreflective Surface, Hot Mix Asphalt, 4" Thick	500	SY	\$2.00	\$1,000.00															
34	Tossling, 4" Thick	240	SY	\$2.50	\$600.00															
35	Borrow Tossil	30	CY	\$2.50	\$75.00															
36	Fertilizer Acid Bearing, Type A-3	350	SY	\$2.00	\$700.00															
37	Topsoil Substitution, Type 2 Bl	100	SY	\$9.75	\$975.00															
38	Soil Substitution, Type 2 Bl	330	SY	\$9.75	\$3,217.50															
39	Excavation Acid Producing Soils	10	TON	\$390.00	\$3,900.00															
40	Deposit Of Residual Material	10	TON	\$100.00	\$1,000.00															
41	Deposit Of Acid Producing Soils	10	TON	\$350.00	\$3,500.00															
42	Removal Of Pavement	35	SY	\$40.00	\$1,400.00															
					\$341,620.33															
					\$349,917.50															
					\$369,255.59															
					\$398,712.99															
					\$411,139.51															
					\$459,218.09															
					\$443,323.09															

Bidder 1 of 7: R.E. Phipps Construction Co., Inc. 427 S. White Horse Pike, 805 Swanton Rd., Woodbury, NJ 08993
 Bidder 2 of 7: Mount Construction Company, Inc. 47 S. White Horse Pike, Berlin, NJ 08009
 Bidder 3 of 7: Santeam, Inc. 262 Reeves Road, PO Box 68, Bridgeton, NJ 08302
 Bidder 4 of 7: C. Abbondio Contractors 1850 Hanford Rd., Deptford, NJ 08040
 Bidder 5 of 7: JPC Group, Inc. 228 Buckwood/Lebanon Road, Blackwood, NJ 08012
 Bidder 6 of 7: Wallace Marine Construction 114 Woodbine Ocean View Road, Ocean View, NJ 08230
 Bidder 7 of 7: Cameron Builders, Inc. 495 Spauld Street, Hicksville, NJ 07001

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

* Did not submit required classification
 ** Bid Read & Rejected - Incomplete Bid

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

Certificate of Availability of Funds

TREASURER'S NO. 14-10063 DATE November 13, 2014

G-02-14-069-000-16222 (\$303,374.00)
C-04-11-016-165-16222 (\$38,246.33)
BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION \$341,620.33 COUNTY COUNSEL Emmett E. Primas, Esq.

DESCRIPTION: Construction Contract for the Engineering Project "Construction of Hendrickson Mill Road Structure 4-E-6 over Little Timber Creek, Woolwich Township, Gloucester County," Engineering Project #13-01SA

VENDOR: R.E. Pierson Construction Company, Inc.

ADDRESS: P.O. Box 430 (Woodstown, 08098)
426 Swedesboro Road
Pilesgrove, NJ 08098


DEPARTMENT HEAD APPROVAL

Vincent M. Voltaggio, P.E.
County Engineer

APPROVED
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED _____

Meeting Date: November 25, 2014

C-5

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
R.E. PIERSON CONSTRUCTION COMPANY, INC.**

THIS CONTRACT is made effective this **25th** day of **November 2014**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **R.E. Pierson Construction Company, Inc.**, a New Jersey Corporation, with offices at 426 Swedesboro Road, Pilesgrove/PO Box 430, Woodstown, NJ 08098, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for all labor and materials required concerning the construction of the "Construction of Hendrickson Mill Road Structure 4-E-6 over Little Timber Creek, Woolwich Township, Gloucester County," Engineering Project #13-01SA (hereinafter the "Project"); and

WHEREAS, Contractor represents that it is qualified to perform said services by providing all labor and materials necessary for the Project, and desires to so perform pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **COMMENCEMENT OF SERVICES.** Contractor shall commence services for the Project upon the County issuing a written Notice to Proceed to the Contractor; and the Contractor shall complete all work required for substantial completion of the Project within one hundred thirty (130) calendar days after the issuance of the Notice to Proceed.
2. **COMPENSATION.** Contractor shall be compensated in the amount of **\$341,620.33** for all labor and materials required to construct the **Project**, as per the Specifications issued by the County identified as **13-01SA** (hereinafter the "Specifications"), and the unit prices set out in the Contractor's bid for the Project (hereinafter the "Bid").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THIS CONTRACT is effective as of this **25th** day of **November, 2014**.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

**R.E. PIERSON CONSTRUCTION
COMPANY, INC.**

By: _____

(Please Print Name)

C6

RESOLUTION APPROVING CONTRACT CHANGE ORDER DECREASE #01-FINAL WITH SOUTH STATE, INC. FOR ENGINEERING PROJECT #12-01FA IN THE TOWNSHIP OF MANTUA BY \$11,129.11

WHEREAS, the County of Gloucester (hereinafter the "County") previously received bids for the construction of the County road improvement project in the Township of Washington known as "Resurfacing and Safety Improvements to Center Street, County Route 603, from 400' North of County Bridge 5-I-1 to Woodbury-Glassboro Road, County Route 553 in the Township of Mantua," Federal Project No. STP-4039(101) Construction, Engineering Project #12-01FA (hereinafter the "Project"); and

WHEREAS, after following proper public bidding procedure, it was determined that South State, Inc. (hereinafter "South State"), with an office address of 202 Reeves, P.O. Box 68, Bridgeton, NJ 08302, who was the lowest responsive and responsible bidder to construct the Project, as set forth in the specifications for the Project, for a total contract amount of \$693,967.35 passed by Resolution on August 21, 2013; and

WHEREAS, Vincent M. Voltaggio, P.E., County Engineer, has recommended Change Order Decrease #01-Final, which will decrease the total amount of the Contract with South State by \$11,129.11, resulting in a new total contract amount of \$682,838.24; and

WHEREAS, the said change order is based upon final construction quantities (as-built). The overall change order results in a project cost decrease, resulting in a new total contract amount of \$682,838.24; and

WHEREAS, the Project is a 100% Federal Aid funded project.

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

1. The hereinabove referenced Change Order Decrease #01-Final to decrease the County's Contract with South State for the Project in the amount of \$11,129.11, resulting in a new total adjusted contract amount of \$682,838.24, be, and the same hereby is, approved; and
2. The Director of the Board is hereby authorized to execute said Change Order for the aforementioned purposes on behalf of the County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Tuesday, November 25, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

COUNTY OF GLOUCESTER
CHANGE ORDER FORM

- 1. Name & Address of Vendor: South State Inc.
P.O. Box 68
Bridgeton, NJ 08302
- 2. Description of Project or Contract: Resurfacing & Safety Improvements to Center Street, County Route 603, from 400' North of County Bridge 5-4-1 to Woodbury-Glassboro Road, County Route 553
- 3. Date of Original Contract: August 21, 2013
- 4. P.O. Number: 13-07139
- 5. Amount of Original Contract: \$693,967.35
- 6. Amount of Previously Authorized Change Orders: \$0.00
(None)
- 7. Amount of this Change Order No. 1 Final: -\$11,129.11
- 8. New Total Amount of Contact \$682,838.24
(Total of Numbers 5, 6 & 7 Above)
- 9. Need or Purpose of this Change Order: Based on final, as-built quantities.

This change order requested by [Signature] on 10-7-14
(Department Head) (Date)

Accepted by [Signature] on 10/3/14
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

Robert N. DiLella, Clerk

By: _____
Robert M. Damming, Director

To All Vendors:

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

NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID
FEDERAL AID CHANGE ORDER

Sheet 2 of 2
Order No. 1 - Final
Order Letter:
Date: 10/30/14

Project: Resurfacing & Safety Improvements to Center Street, County Road 603, from 400' North of County Bridge 5-I-1 to Woodbury-Glassboro Road, County Route 553
Federal Project No: 12-01FA Doc. No. _____
Contractor: South State, Inc.

ITEM NO.	DESCRIPTION	QUANTITY (+/-)	UNIT PRICE	
Extras				
				\$0.00
				Total Extras
				\$0.00
Increases				
5	Hot Mix Asphalt 12.5H64 Surface Course, 2" Thick	+ 166.61 TON	\$75.00	\$12,496.75
7	Tack Coat	+ 1350 GAL	\$0.01	\$13.50
12	9" x 18" Concrete Vertical Curb	+ 197.5 LF	\$34.00	\$6,715.00
13	Concrete Driveway, Reinforced, 6" Thick	+ 44.43 SY	\$85.00	\$3,776.55
14	Hot Mix Asphalt Driveway, 2" Thick	+ 107.28 SY	\$20.00	\$2,145.60
18	Reset Existing Casting	+ 2 UNIT	\$500.00	\$1,000.00
21	Riprap Stone Slope Protection, 24" Thick D50=12"	+ 175.76 SY	\$50.00	\$8,788.00
41	RPM, Bi-Directional, Blue Lens	+ 3 UNIT	\$23.00	\$69.00
42	RPM, Bi-Directional, Red/White Lens	+ 12 UNIT	\$23.00	\$276.00
45	Construction Signs	+ 86 SF	\$10.00	\$860.00
47	Police Traffic Directors	+ 324.75 MH	\$60.00	\$19,485.00
60	Topsoling, 4" Thick	+ 16.45 SY	\$20.00	\$329.00
				Total Increases
				\$55,953.40
Decreases				
3	Excavation, Unclassified	- 50 CY	\$30.00	-\$1,500.00
4	HMA Milling, 3" or Less	- 750 SY	\$4.50	-\$3,375.00
6	Hot Mix Asphalt 9.5H64 Leveling Course	- 96.93 TON	\$60.00	-\$5,815.80
8	Prime Coat	- 50 GAL	\$0.01	-\$0.50
10	Dense-Graded Aggregate Base Course, 6" Thick	- 25 SY	\$30.00	-\$750.00
11	Hot Mix Asphalt 19M64 Base Course, 4" Thick	- 25 SY	\$50.00	-\$1,250.00
16	Bicycle Safe Grates	- 3 UNIT	\$450.00	-\$1,350.00
17	Curb Piece	- 4 UNIT	\$350.00	-\$1,400.00
19	Reset Water Valve Box	- 15 UNIT	\$1.00	-\$15.00
20	Reset Gas Valve Box	- 15 UNIT	\$1.00	-\$15.00
23	Concrete Sidewalk, 4" Thick	- 99.23 SY	\$67.00	-\$6,648.41
24	Detectable Warning Surface (Brick Pavers)	- 0.22 SY	\$200.00	-\$44.00
25	Partial Depth Concrete Repair	- 120 SY	\$1.15	-\$138.00
26	Full Depth Pavement Concrete Repair, Concrete Class V	- 120 SY	\$1.15	-\$138.00
27	Sealing Existing Joints in Concrete Pavement	- 3500 LF	\$0.15	-\$525.00
28	Sawing and Sealing Joints in Hot Mix Asphalt Overlay	- 4370.5 LF	\$0.15	-\$655.57
30	Removal of Traffic Stripes	- 1000 LF	\$0.55	-\$550.00
31	Traffic Markings, Thermoplastic	- 2634 SF	\$1.00	-\$2,634.00
32	Traffic Stripes, Long Life Epoxy Resin	- 998 LS	\$0.52	-\$518.96
33	Regulatory, Warning and Guide Signs	- 3.25 SF	\$26.00	-\$84.50
34	Reflective U-Post Inserts	- 25 UNIT	\$0.01	-\$0.25
36	Removal of RPM	- 150 UNIT	\$10.00	-\$1,500.00
37	RPM, Mono-Directional, White Lens	- 120 UNIT	\$23.00	-\$2,760.00
38	RPM, Bi-Directional, White Lens	- 50 UNIT	\$23.00	-\$1,150.00
39	RPM, Mono-Directional, Amber Lens	- 49 UNIT	\$23.00	-\$1,127.00
40	RPM, Bi-Directional, Amber Lens	- 92 UNIT	\$23.00	-\$2,116.00
44	Turf Repair Strip	- 3907 LF	\$1.00	-\$3,907.00
48	Flashing Arrow Board	- 2 UNIT	\$1.00	-\$2.00
49	Traffic Control Truck with Mounted Crash Cushion	+ 2 UNIT	\$100.00	\$200.00
51	Drum	- 100 UNIT	\$0.01	-\$1.00
52	Traffic Cone	- 100 UNIT	\$0.01	-\$1.00
53	Breakaway Barricade	- 60 UNIT	\$0.01	-\$0.60
54	Temporary Traffic Stripes	- 10000 LF	\$0.15	-\$1,500.00
55	Beam Guide Rail	- 12.5 LF	\$26.50	-\$331.25
57	Rub Rail	- 162.5 LF	\$5.00	-\$812.50
59	Reconstructed Inlet, Type A, Using New Casting, (With Leaching Basin)	- 2 UNIT	\$2,500.00	-\$5,000.00
61	Fertilizing and Seeding, Type A-3	- 50 SY	\$5.00	-\$250.00
62	Straw Mulching	- 50 SY	\$0.01	-\$0.50
100	Fuel Price Adjustment	- 1 LS	\$7,282.86	-\$7,282.86
101	Asphalt Price Adjustment	- 1 LS	\$11,732.82	-\$11,732.82
				Total Decreases
				-\$67,082.51
Total Amount Change Order No.				-\$11,129.11

Amount of Original Amount: \$693,967.35
Adjusted Amount Based on Change Order No. 1: \$682,838.24
Total Change (+ or -): (\$11,129.11)
% of Change in Contract: -1.60%
[(+) Increase or (-) Decrease] Decrease

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

Sheet 1 of 2
Order No: 1
Order Letter: _____
Date: 10/30/14

Project: Resurfacing & Safety Improvements to Center Street, County Road 803, from 400' North of County Bridge 5-1-1 to Woodbury-Glassboro Road, County Route 553
Federal Project No: 12-01FA Doc. No. _____
Contractor: South State

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

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

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

Extension Reduction of time recommended for this order: 57 Days

CONTRACT AMOUNT	ROAD	BRIDGE	TOTAL
Amount of original contract:	\$693,967.35		\$693,967.35
Adjusted amount based on orders No. 1 :	\$682,838.24		\$682,838.24

CONTRACT TIME
Original Completion Date: 1/20/13
Adjustment This Order: (+) <u>57</u>
Previous Adjustments: (+ or -) <u>0</u>
Adjusted Completion Date: 1/15/14

ORDER NO.	<input checked="" type="checkbox"/> Road	Bridge	<input type="checkbox"/> Other
1			
	Road	Bridge	Total
Extra Work:	\$0.00	\$0.00	\$0.00
Increases:	\$55,953.40	\$0.00	\$55,953.40
Decreases:	-\$67,082.51	\$0.00	-\$67,082.51
Total:	-\$11,129.11	\$0.00	-\$11,129.11

RESERVED FOR FHWA OR F.T.A.

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

10/30/14
Date

Approved: _____
Robert M. Damminger
Freeholder Director

Date

Approved for Funding Participation Purposes: _____
Manager, District #4, Local Aid Date

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

Accepted: _____
Contractor's Authorized Signature

10/30/14
Date

Name: Timothy Larson
Title: Vice President

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

Unprotected
 Protested by letter dated _____ attached.

C-7

RESOLUTION AUTHORIZING A CONTRACT WITH CHURCHILL CONSULTING ENGINEERS FOR CONSTRUCTION MANAGEMENT SERVICES & INSPECTION SERVICES FOR RESURFACING AND SAFETY IMPROVEMENTS IN THE TOWNSHIP OF HARRISON FOR \$47,988.72

WHEREAS, the County of Gloucester (hereinafter the "County") has need for construction management and inspection services for a specific road project; and

WHEREAS, this need for such professional services is relative to the County's road improvement project known as the "Proposed Resurfacing and Safety Improvements along North Main Street, Route 45, from the Mullica Hill By-Pass/Swedeseboro Road (Rte. US 322/CR536) to Mill Road in the Township of Harrison," Federal Project Number STP-00011 (055) Construction, Engineering Project #14-09FA (hereinafter the "Project"); and

WHEREAS, the County requested proposals for such professional services, via RFP-014-047 from interested providers; and evaluated those proposals consistent with the County's fair and open procurement process, and consistent with applicable law and regulations; and

WHEREAS, based upon the evaluation of the proposals that were submitted in accordance with the established criteria, it was concluded that Churchill Consulting Engineers (hereinafter "Churchill"), with an office address of 344 N. Route 73, Suite A, Berlin, NJ 08009, made the most advantageous proposal to provide said services to the County for a total contract amount of \$47,988.72; and

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

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for this contract in the amount of \$47,988.72, pursuant to C.A.F. #14-10062, which amount shall be charged against budget line item C-04-14-012-165-12237.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to a contract with Churchill for construction management and inspection services for the Project, as set forth in RFP-014-047 and subject to all conditions and requirements of the specifications for the Project, for a total contract amount of FORTY SEVEN THOUSAND, NINE HUNDRED EIGHTY EIGHT DOLLARS AND SEVENTY TWO CENTS (\$47,988.72), per the prices submitted in Churchill's proposal dated October 22, 2014, and contingent upon approval by the New Jersey Department of Transportation; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Tuesday, November 25, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
CHURCHILL CONSULTING ENGINEERS**

THIS CONTRACT is made effective this **25th** day of **November, 2014**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **Churchill Consulting Engineers**, with offices at, with an office address of 344 North Route 73, Berlin, NJ 08009, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for professional engineering services in the nature of construction management and inspections required for the County's road improvement project known as "Proposed Resurfacing and Safety Improvements along North Main Street, Route 45, from the Mullica Hill By-Pass/Swedesboro Road (Rte. US 322/CR536) to Mill Road in the Township of Harrison," Federal Project Number STP-00011 (055) Construction, Engineering Project #14-09FA (hereinafter the "Project"); and

WHEREAS, the County issued RFP-014-047 for the said construction management and inspection services, to which the Contractor responded; and

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

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

TERMS OF AGREEMENT

1. COMMENCEMENT OF SERVICES. This Contract shall be effective for the length of time necessary for the actual completion of the Project.

2. COMPENSATION. Contractor shall be compensated for the total contract amount of **\$47,988.72** for Construction Managements and Inspection Services required by the County for the construction of the Project, as per the specifications issued by the County for the Project (herein-after the "Specifications"). The Contractor shall bill, and be paid, for its services, based upon the prices set forth in the Contractor's proposal dated October 22, 2014 (hereinafter the "Proposal").

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

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

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason

of, the work done and materials furnished under this Contract.

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in the County's RFP 014-047 (hereinafter the "RFP"), and the Proposal for the Project, both of which are incorporated herein and made a part hereof by reference. Should a conflict occur between this form of contract and the proposal documents, the proposal documents shall prevail.

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

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

Contractor acknowledges that the County must be bound by and comply with, and itself agrees to abide and to be bound by, the requirements of 49 CFR 18.36 (i)(1) to (13); including:

1. Specifically reserving the right to exercise administrative, contractual, or legal remedies in the event Contractor or subcontractor(s) violates or breaches agreed upon contract terms.
2. Termination of this contract for cause or convenience including the manner by which it will be effected and the basis for settlement.
3. Compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR 60).
4. Compliance with the Copeland "Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR 3).
5. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor regulations (29 CFR 5).
6. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act 40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR 5).
7. Notice of awarding agency requirements and regulations pertaining to reporting.
8. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this contract.
9. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
10. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that

specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

11. Retention of all required records for three (3) years after final payments and all other pending matters are closed.
12. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
13. Act in accordance with standards and policies relating to energy efficiency contained in the New Jersey State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

In the event that any provisions in the remainder of this Contract are inconsistent with the foregoing section, the foregoing section controls, with the understanding that this does not mean that the procedure, notification provisions, etc., set forth in the corresponding provisions in the remainder of the contract are not in full force and effect (i.e. termination provision of subparagraph (3) above shall read in the context of, and in pari materia with, the termination provision and procedure set forth in the Contract at paragraph 6.

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

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

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

A. Pursuant to the termination provisions set forth in the RFP 14-047, which is specifically referred to and incorporated herein by reference.

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

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written

notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Either party to this Contract may demand that a dispute concerning whether a party has

failed to make payments pursuant to the provisions of N.J.S.A. 2A:30A-1 et. seq., be submitted to non-binding mediation.

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

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

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

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

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

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

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

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

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

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

- D. Procedure to Request Mediation.** Either party may demand mediation by

written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation.

The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

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

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

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

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

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

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

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

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

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

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

17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such

notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

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

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

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

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

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

THIS CONTRACT is effective as of this 25th day of November, 2014.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

CHURCHILL CONSULTING ENGINEERS

By: _____

(Please Print Name)

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

Certificate of Availability of Funds

TREASURER'S NO. 14-10062 DATE November 06, 2014
C-04-14-012-165-12237 (\$47,988.72)

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION \$47,988.72 COUNTY COUNSEL Emmett E. Primas, Esq.

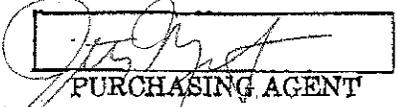
DESCRIPTION: Professional Services Contract for Construction Management & Inspection Services per RFP-014-023 for the project "Proposed Resurfacing and Safety Improvements along North Main Street, Route 45, from the Mullica Hill Bypass/Swedesboro Road (Rte. US 322/CR536) to Mill Road in the Township of Harrison," Federal Project Number STP-00011 (055) Construction, Engineering Project #14-09FA

VENDOR: Churchill Consulting Engineers

ADDRESS: 344 N. Route 73

Berlin, NJ 08009

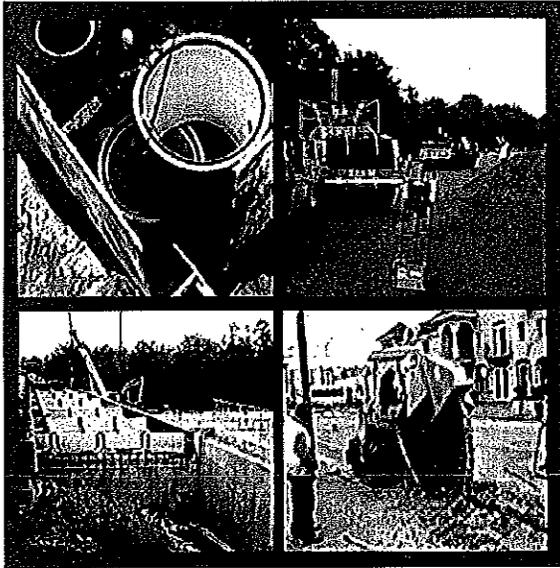
Vincent M. Voltaggio 11-7-14
DEPARTMENT HEAD APPROVAL
Vincent M. Voltaggio, P.E.,
County Engineer

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 11-14-14

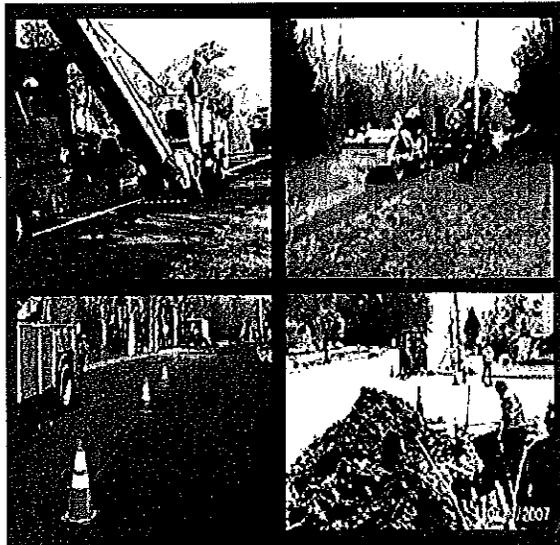
Meeting Date: November 25, 2014



Technical Proposal for:

**Construction Management
and Inspection Services for
Resurfacing and Safety
Improvements to North
Main Street (Route 45)
Gloucester County, NJ**

RFP 14-047



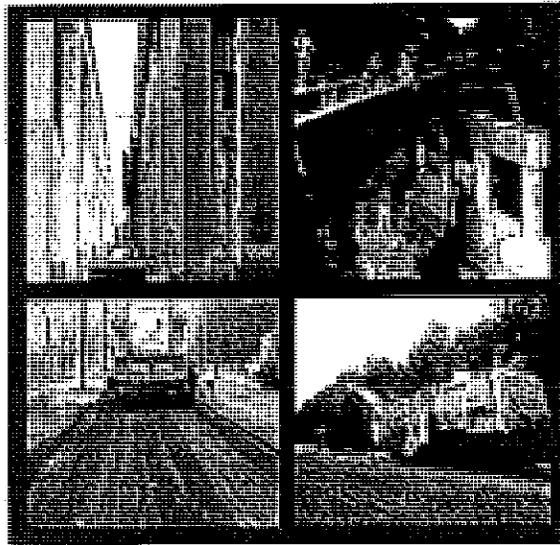
Submitted to:



**County of Gloucester
Purchasing Department
Two South Broad Street
Woodbury, NJ 08096**

October 22, 2014

10:00 A.M.



 **CHURCHILL**

Churchill Consulting Engineers
344 North Route 73
Berlin, NJ 08009
(856) 767-6901

P14098

14-09

Joseph E. Keil, P.E., Vice President

GLOUCESTER COUNTY
 REQUEST FOR PROFESSIONAL ENGINEERING SERVICES
 PROJECT: Improvements to North Main Street
 Construction Inspection

INSPECTION	PROJECT MANAGER	NUMBER OF MANHOURS REQUIRED										TOTAL
		PROJ ENGR	RE INSP	SR INSP	INSP	DRAFT	CLERICAL	TOTAL				
ENGINEERING												
1. MEETINGS , PROJ MGMT (hrs)	6		20				6					32
2. SHOP DRAWING REVIEW	1	4	16									21
3. CONSTRUCTION INSPECTION (hrs)	8	16	186	186			6					402
4. PROJECT CLOSE OUT (hrs)	2	4	50				4					60
Total hours	17	24	272	186	0	0	16					515
Rate/Hour \$	\$79.00	\$52.00	\$42.00	\$36.00	\$35.00	\$29.50	\$22.00					
Total Salaries \$	\$1,343.00	\$1,248.00	\$11,424.00	\$6,696.00	\$0.00	\$0.00	\$352.00					\$21,063.00

Total Engineering Salaries

Total Salaries \$21,063.00
 Overhead @ 102.6% \$21,610.64
 Fixed Fee @ 16 % \$3,370.08
 Premium Time (80 hours) \$1,560.00
 Total Salaries and Overhead Cost \$47,603.72

Reimbursable Expenses

Mileage 700 miles @ \$0.550/mile

\$385.00

\$385.00

SUBTOTAL

\$47,988.72

Note : This Fee Estimate is based upon a 30 day construction duration 100% completion.
 Also assumes 10 hours overtime / week for each construction inspector and RE

E-1

**RESOLUTION AUTHORIZING AGREEMENTS WITH THE TOWNSHIP OF
DEPTFORD, ELK/FRANKLIN TOWNSHIP, GLASSBORO, MANTUA/HARRISON
TOWNSHIP, MONROE TOWNSHIP, WASHINGTON TOWNSHIP, AND WEST
DEPTFORD TOWNSHIP FOR THE PROVISION OF THE MUNICIPAL ALLIANCE
DRUG AND ALCOHOL PREVENTION SERVICES FROM JULY1, 2014
TO JUNE 30, 2015**

WHEREAS, the County of Gloucester has applied for and received grant funds through the New Jersey Governor's Council on Alcoholism and Drug Abuse; and

WHEREAS, pursuant to the program, the Alcoholism and Drug Abuse Services are to be provided through individual municipalities for the purposes of prevention, education and intervention within the communities; and

WHEREAS, the County has agreed to enter into an agreement with the Township of Deptford, for a total amount of \$25,044.00; Elk/Franklin Township, for a total amount of \$23,364.00; Borough of Glassboro, for a total amount of \$18,841.00; Mantua/Harrison Township, for a total amount of \$18,977.00; Monroe Township, for a total amount of \$26,460.00; Washington Township, for a total amount of \$34,880.00; and West Deptford Township, for a total amount of \$19,920.00, for the provision of Municipal Alliance Alcoholism and Drug Abuse Prevention Services; and

WHEREAS, the activities proposed within each agreement will be conducted in compliance with N.J.S.A. 26:2BB-5 and 6 and in accordance with the State and Federal statutes, as well as regulations and policies promulgated by either the State or Federal Government; and

WHEREAS, the County's Department of Health, Senior and Disability Services, Division of Disability Services reviews all data in the municipal agreements and certifies to the Board of Chosen Freeholders of the County that all municipal plan agreements are correct and contain an annualized action and spending plan; and

WHEREAS, the Purchasing Agent has certified the availability of funds for the Township of Deptford Agreement in the amount of \$25,044.00, pursuant to C.A.F.#14-08913, which amount shall be charged against budget line item G-02-14-385-331-20299; Elk/Franklin Township Agreement in the amount of \$23,364.00, pursuant to C.A.F.#14-08914, which amount shall be charged against budget line item G-02-14-385-331-20299; Borough of Glassboro Agreement in the amount of \$18,841.00, pursuant to C.A.F.#14-08915, which amount shall be charged against budget line item G-02-14-385-331-20299; Mantua/Harrison Township Agreement in the amount of \$18,977.00, pursuant to C.A.F.#14-08916, which amount shall be charged against budget line item G-02-14-385-331-20299; Monroe Township Agreement in the amount of \$26,460.00, pursuant to C.A.F.#14-08917, which amount shall be charged against budget line item G-02-14-385-331-20299; Washington Township Agreement in the amount of \$34,880.00, pursuant to C.A.F.#14-08918, which amount shall be charged against budget line item G-02-14-385-331-20299; West Deptford Township Agreement in the amount of \$19,920.00, pursuant to C.A.F.#14-08919, which amount shall be charged against budget line item G-02-14-385-331-20299.

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 documents necessary to effectuate Agreements between the County of Gloucester and Township of Deptford, for a total contract amount of \$25,044.00; Elk/Franklin Township, for a total contract amount of \$23,364.00; Borough of Glassboro, for a total contract amount of \$18,841.00; Mantua/Harrison Township, for a total contract amount of \$18,977.00; Monroe Township, for a total contract amount of \$26,460.00; Washington Township, for a total contract amount of \$34,880.00; and West Deptford, for a total contract amount of \$19,920.00, for the purposes set forth herein, for a one year period, from July 1, 2014 to June 30, 2015; and

BE IT FURTHER RESOLVED that the County's Department of Health, Senior and Disability Services, Division of Disability shall be responsible for monitoring the municipalities spending and expenditure reports according to the prevention plan.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Tuesday, November 25, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

AGREEMENT

THIS AGREEMENT between the **County of Gloucester**, hereinafter referred to as the "COUNTY", acting as the grant administrator for the Governor's Council on Alcoholism and Drug Abuse, "hereinafter referred to as the "COUNCIL" and the **Township of Washington** for the participation of the Alliance to Prevent Alcoholism and Drug Abuse, here after referred to as the "GRANTEE".

The undersigned accepts this Agreement and attachments A-G annexed here to be the Terms and Conditions of Grant participation in the Alliance to Prevent Alcoholism and Drug Abuse. This Agreement will remain valid for the period July 1, 2014 to June 30, 2015 contingent upon full compliance will all the Terms and Conditions.

If, through any cause within its control, the GRANTEE shall fail to fulfill in a timely and professional manner the obligations under this Agreement, or if the GRANTEE should violate any of its covenants, provisions or stipulations of this Agreement, the county will have the right to terminate this Agreement by written notice to the GRANTEE and specifying the effective date thereof, at last thirty (30) days prior to the termination date.

Funds issued by the COUNTY to the GRANTEE under this Agreement shall not exceed the amount of \$34,880.00.

THIS AGREEMENT is made effective the 1st day of July, 2014.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TOWNSHIP OF WASHINGTON

By:
Title:

ATTACHMENT A

PROGRAMATIC REQUIREMENTS

Alliance Programs under the control of the GRANTEE, which make use of funds, issued by this Letter of Agreement will adhere to the scope and purpose of the Governor's Council on Alcoholism and Drug Abuse as outlined in N.J.S.A. 26:2BB-1 et seq. And N.J.A.C. 17:40-1 et seq.

Further, the GRANTEE accepts responsibility of ensuring that programs adhere to those originally outlined by the GRANTEE in the approved 2014 County Alliance Plan.

Variations from the County Alliance Plan with respect to programmatic content,

WITHOUT APPROVAL will make liable the termination of this Agreement.

Changes in programmatic content must be received by the COUNCIL in writing and receive authorization from the State Alliance Coordinator or designee prior to initiation.

In addition, the COUNTY will ensure that any Municipality receiving funds as a GRANTEE derived from this Agreement must:

- demonstrate coordination with the County Office on Alcoholism and Drug Abuse; and
- identify and impact some aspect of the biopsychosocial model; and
- incorporate broad based, community efforts; and
- illustrate a broad base of service as determined by local needs; and
- be used for school or community based prevention, efforts, early intervention services and/or education, support for outreach efforts; and
- be clearly denoted as an alcohol and drug prevention, education and/or education and/or public drug and alcohol awareness activity; and
- deliver a consistent "no use" message to those under legal age limits or other legal provisions indicated by the laws of the State of New Jersey.

PROGRAMMATIC REPORTING

Programmatic reports will include all relevant data on the progress of and adherence to the County Alliance Plan by the GRANTEE. The Format that **must** be used by the GRANTEE in this reporting will be issued by the County or State Alliance Coordinator. GRANTEE monitoring is to be a staff function of the COUNTY. The focus of this monitoring will be the GRANTEE fidelity to the County Alliance Plan with regards to both Fiscal and Programmatic areas.

Programmatic reports shall be forwarded in a timely fashion and must be accompanied by the Fiscal Report to the County. The GRANTEE shall have the option to report on a quarterly basis. Once the reporting basis is selected, the grantee will be required to submit both the Programmatic and Fiscal reports in the same manner. The final report will be a year long summary of financial activities. Payments may be withheld pending receipt/approval of fiscal program reports.

ATTACHMENT B

FISCAL REQUIREMENTS

The GRANTEE (s) shall save and hold harmless the State of New Jersey, Council and the County of Gloucester, its officers, agent representatives, successors, and assigns and from any and all suits, or action of every nature and kind which may be brought for or on account of any injury, death, or damage arising or growing out of the acts of omission of the GRANTEE, their officers, or employees under this agreement.

The GRANTEE, by signing this Letter of Agreement, accepts Fiscal responsibility that all funds issued by this document are used within the scope and context of N.J.S.A. 26:2BB-1 et seq., N.J.A.C. 17:40-1 et seq., and the approved County Alliance Plan by all subsequent GRANTEES.

The COUNTY is required to ensure that all GRANTEE (s) maintain expense and cash status information. The GRANTEE agrees that all funds awarded through this Letter of Agreement should be expended during the agreement period. Moneys carried forward must have the written authorization of the Executive Director of the COUNCIL.

The GRANTEE (s) may incur costs only during the term of the Agreement. Funds obligated, but not disbursed as of the termination or expiration of this Agreement shall be paid within ninety (90) days following the termination or expiration of this agreement.

The GRANTEE realizes that all COUNCIL funding is contingent upon approval of the County Alliance Plan and all required periodic reports. Further, the GRANTEE realizes that continued program involvement by the State of New Jersey and the COUNCIL will be contingent on the availability of funds. The GRANTEE agrees to generate and expend the required 100% match (25% cash and 75% in-kind) for the period of this agreement as outlined in N.J.A.C. 17:40-1 et seq. The GRANTEE(s), who realize revenues from programs funded by this agreement may use those funds to satisfy current matching requirements or to enhance approve Alliance programs. This revenue shall be

reflected in the year end audit submission of the GRANTEE and in all Fiscal reports.

BUDGET CHANGES

Prior approval is required from the State Alliance Coordinator where cumulative transfers among direct cost categories, or if applicable, among separately budgeted programs, projects, functions or activities exceed or are expected to exceed \$500.00 of the current total approved Municipal Alliance Budget. Prior approval is also required for any item or cost not approved in the original approved Municipal Alliance Budget.

The legislative mandate against supplantation of Drug Enforcement Demand Reduction monies will be closely followed and strictly enforced by the COUNCIL.

The GRANTEE will not, under any circumstance, supplant (ie. The use of these funds for any pre-existing resources or services) monetary disbursement made by this agreement. Violations of this stipulation will render this agreement null and void. The COUNCIL reserves the right to forward information of violations to the Office of the Attorney General.

AUDIT REQUIREMENTS

Audit and Cost Principles

GRANTEE is responsible for obtaining audits in accordance with the N.J. Single Audit Policy as established by the N.J. Department of Treasury in OMB Circular Letter 87-11, unless specifically excluded by the following:

- A. Hospitals subject to OME Circular A-110
- B. Colleges and universities that are part of a state entity
- C. GRANTEE (s) receiving less than \$25,000.00 of assistance in a fiscal year Exclusion from the Single Audit Policy will not relieve the GRANTEE of its audit responsibility. The organization will remain subject to audit requirements of the applicable OMB Circular Letter.

GRANTEE remains subject to examination by the COUNTY or the COUNCIL.

The applicable audit policy for the application of audit standards for specific recipients is as follows:

Governmental Recipients:

U.S. Office of Management and Budget Circular A-128 and amendments.

Other Recipients:

Comply in principle with the requirements of OMB Circular A-128, although this document is not specific towards non-governmental agencies.

The GRANTEE is required to forward a copy of the annual audit to the COUNCIL within 180 days of the close of the entity's fiscal year.

For GRANTEE receiving funds the following Federal principles for determining allowable costs have been adopted by the COUNCIL.

- | | |
|------------------------------------|--------------------|
| A) Local Governments | OMB Circular A-87 |
| B) Educational Institutions | OMB Circular A-21 |
| C) Private nonprofit organizations | OMB Circular A-122 |

Other than:

1. institutions of higher education
2. hospitals
3. organizations named in OMB A-122 as not subject to that circular

D. For-profit organizations

Other than;

1. hospitals
2. organizations named in OMB A-122 as not subject to that circular.

GRANTS

The cost principles applicable to a GRANTEE under a grant to the County will not necessarily be the same as those applicable to the County. For example, where the County awards a grant to a private non-profit organization, OMB Circular 122 would apply to

the costs incurred by the non-profit organization, even though OMB Circular A-87 would apply to the county.

FINANCIAL STATUS REPORTING

Funds will be issued under this Letter of Agreement on a cost reimbursement basis. The method of disbursement will be by Gloucester County Purchase Order. The requirements for the issuance of funds will be the **TIMELY SUBMISSION** of the required report of grant expenditures with **PROPER DOCUMENTATION**.

This Report will include all relevant data on the progress of, and adherence to the County Alliance Plan by GRANTEE. The Format that **must** be used by the GRANTEE in this reporting will be issued to the County by the Council Fiscal Officer. All expenditure reports shall be forwarded no later than **15 days** after the close of the reporting period due.

Quarterly reports are due in the County office no later than the following:

(1st quarter) October 15, 2014, (2nd quarter) January 15th 2015, (3rd quarter) April 15, 2015, (4th quarter) July 15, 2015.

REPORT OF GRANT EXPENDITURES

Specific instructions are provided to describe the manner in which the report is to be completed. The purpose of this report is to compare actual expenditures with the pre-approved budget.

- A. Final reports shall be due forty-five days after the expiration or termination of the LOA.
- B. Failure to provide the required reports in the prescribed time frame constitutes grounds for withholding future payments. All expenditure reports must be signed by the GRANTEE financial officer, or by a designated individual in the organization for which authorization has been forwarded to the County. Failure to submit reports when due will constitute grounds for non-compliance with award terms and conditions.

The Expenditure report shall include:

-cost summary of all expenses incurred by the GRANTEE during the reporting period; and

-a cost summary of grant and matching funds incurred by the GRANTEE; and

-all other pertinent fiscal information as may be required by the COUNCIL

The financial status report and the programmatic report will be reviewed to determine the reason and qualitative use of funds, as outlined in the approved County Alliance Plan.

ATTACHMENT C

OTHER COMPLIANCE REQUIREMENTS

The GRANTEE will ensure that funds dispersed through this Letter of Agreement are not used for partisan political activity, or similar activity by any person or organization making use of these programs and/or funds.

The GRANTEE will, and will ensure that all subsequent SUBCONTRACTOR (s) adhere to the following statement:

“No person shall, on the grounds of race, color, national origin, age, sex, religion or handicap be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or in part, by State of New Jersey funds.”

The GRANTEE will, and will ensure all subsequent SUB-CONTRACTORS, conduct all meetings open to the public as indicated in N.J.A.C. 17:40 et seq.

The GRANTEE will, and will ensure that all subsequent SUB-CONTRACTORS adhere to all Federal and State guidelines for a Drug Free Workplace.

The SUB-CONTRACTORS will, and will ensure that all subsequent SUB-CONTRACTORS, participate and cooperate with the COUNTY and COUNCIL for scheduled site visits. The GRANTEE will, when issuing statements, press releases, request for proposals, bid solicitations, and other documents describing projects or programs funded through the Alliance in whole or part, the GRANTEE should clearly state:

1. The percentage of the total costs of the program which will be financed with Alliance funds.
2. The dollar amount of Alliance funds for the project or program; and
3. The percentage and dollar amount of the total cost of the project or program that will be financed by non-governmental sources.

ATTACHMENT D

P.L. 1975, C.127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or sub-contractor, where applicable, will not discriminate against any employee or applicant for employment marital status, sex or handicap. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex handicap or affectional or sexual orientation. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation: selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

The contractor or sub-contractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract for understanding, a notice to be provided by the agency contracting officer advising the labor union or workers, representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or sub-contractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127 as amended and supplemented from time to time.

The contractor or sub-contractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, handicap, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or sub-contractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or sub-contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, handicap, or affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

ATTACHMENT E

GENERAL CONDITIONS OF FUNDING

Any materials developed for distribution, publication or advertisement using DEDR funds shall contain a statement acknowledging the Governor's Council on Alcoholism and Drug Abuse as the source. All such materials, wherever possible, shall have affixed or imprinted the official GCADA Logo.

ALLOWABLE COSTS WITH PRIOR WRITTEN APPROVAL

1. USE OF OUT OF AREA SERVICES – when considering sources for programmatic expenditure, services within the municipality are to be used first, services within the county second, and services within the state third. All attempts are to be made to use the most local resources. Out of county or state resources are unacceptable without written exception from the Governor's Council on Alcoholism and Drug Abuse.

Resources for training are expected to be found in the Municipality or in the County of Contract origination. In the event these resources are unavailable in the Municipality or County then neighboring counties could be used if approved by the State Alliance Staff. Out of state resources will not be approved for Alliance expenditure.

2. EQUIPMENT – is an article of tangible personal property that has a useful life of more than two years and an acquisition cost of \$500.00 or more. Purchases are to be made for the sole purpose of the support and performance of programmatic activities.

ATTACHMENT F
Instructions for completing Reporting of Grant Activity

DEFINITIONS – RE: REPORT OF GRANT ACTIVITY

Reporting Agency and Address – Enter the name of the county and complete mailing address including zip code.

- A. Reporting Period – Enter the month, day and year of the beginning and ending dates for which this report is prepared.
- B. Budget Period – Refer to the Letter of Agreement or latest Modification for this information. The budget period is the period of time for which a project is funded.
- C. Report Number – Reports should be numbered consecutively within the budget period.
- D. Revision of Report Number – Complete this section only if a revised report of sub-grant activity is being submitted.
- E. Final Report – Indicate on this line if the final report of sub-grant activity is being submitted. Final reports are due no later than sixty (60) days after the completion of the budget period.
- F. Name of Participating Municipality – Enter the name of the city, township or other organization that has been awarded funding. Where there is a consortium of two or more Municipalities, indicate the name of the local Agency who will be responsible for the accounting of funding.
- G. Amount Awarded – The amount awarded to each municipality as reflected in the approved county plan.
- H. Funding Disbursed – Is that amount of alliance funding (DEDR) paid to each participating approved municipality. Cash disbursements made can include advance payment, regular installment and/or the reimbursement of expenditures.
- I. Period Expenditures – Enter the total expenditures which relates to the reporting period. This category reflects the expenditure of Alliance Funds (DEDR), Cash Matching Funds and In-Kind match required. Expenditures are defined as the allowable costs associated with approved alliance services provided.
- J. Cumulative Expenditures – Enter the cumulative expenditures from the beginning of the budget period to the end of the reporting period. These figures should be computed by adding the current reporting period expenditures to the prior cumulative expenditures,
- K. Certification – Complete the certification before submitting the report. An unsigned report is unacceptable and will be returned for signature before any future funding will be authorized.

ATTACHMENT G

“Hold Harmless” – The Grantee does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgements arising from or growing out of any injuries, loss or damage sustained by any person or corporations, including employees of the Grantee and property of the Grantee under this Agreement.

Grantee shall maintain general liability, automobile liability, and Workers Insurance in amounts of coverage satisfactory to the County and which shall be in compliance with any applicable requirements of the State of New Jersey. Grantee shall deliver certifications of said Insurance to County.

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

Certificate of Availability of Funds

TREASURER'S NO. 14-08918 DATE 10/16/14
B-02-14-385-231-30299

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Disability

AMOUNT OF CERTIFICATION 34,880 COUNTY COUNSEL Anthony Fiola

DESCRIPTION: Services provided in accordance with the letter of Agreement with the Township of Washington for the provision of Municipal Alliance to prevent alcoholism and drug abuse for the FY beginning July 1, 2014 and ending June 30, 2015.

VENDOR: Washington Twp.

ADDRESS: PO Box 1106
Towamencville, NJ 08012

[Signature]
DEPARTMENT HEAD APPROVAL

APPROVED [Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 10-17-14

8-1

AGREEMENT

THIS AGREEMENT between the **County of Gloucester**, hereinafter referred to as the "COUNTY", acting as the grant administrator for the Governor's Council on Alcoholism and Drug Abuse, "hereinafter referred to as the "COUNCIL" and the **Townships of Elk/Franklin** for the participation of the Alliance to Prevent Alcoholism and Drug Abuse, here after referred to as the "GRANTEE".

The undersigned accepts this Agreement and attachments A-G annexed here to be the Terms and Conditions of Grant participation in the Alliance to Prevent Alcoholism and Drug Abuse. This Agreement will remain valid for the period July 1, 2014 to June 30, 2015 contingent upon full compliance will all the Terms and Conditions.

If, through any cause within its control, the GRANTEE shall fail to fulfill in a timely and professional manner the obligations under this Agreement, or if the GRANTEE should violate any of its covenants, provisions or stipulations of this Agreement, the county will have the right to terminate this Agreement by written notice to the GRANTEE and specifying the effective date thereof, at last thirty (30) days prior to the termination date.

Funds issued by the COUNTY to the GRANTEE under this Agreement shall not exceed the amount of \$23,364.00.

THIS AGREEMENT is made effective the 1st day of July, 2014.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TOWNSHIP OF ELK

By:
Title:

ATTEST:

TOWNSHIP OF FRANKLIN

By:
Title:

ATTACHMENT A

PROGRAMATIC REQUIREMENTS

Alliance Programs under the control of the GRANTEE, which make use of funds, issued by this Letter of Agreement will adhere to the scope and purpose of the Governor's Council on Alcoholism and Drug Abuse as outlined in N.J.S.A. 26:2BB-1 et seq. And N.J.A.C. 17:40-1 et seq.

Further, the GRANTEE accepts responsibility of ensuring that programs adhere to those originally outlined by the GRANTEE in the approved 2014 County Alliance Plan.

Variations from the County Alliance Plan with respect to programmatic content, WITHOUT APPROVAL will make liable the termination of this Agreement.

Changes in programmatic content must be received by the COUNCIL in writing and receive authorization from the State Alliance Coordinator or designee prior to initiation.

In addition, the COUNTY will ensure that any Municipality receiving funds as a GRANTEE derived from this Agreement must:

- demonstrate coordination with the County Office on Alcoholism and Drug Abuse; and
- identify and impact some aspect of the biopsychosocial model; and
- incorporate broad based, community efforts; and
- illustrate a broad base of service as determined by local needs; and
- be used for school or community based prevention, efforts, early intervention services and/or education, support for outreach efforts; and
- be clearly denoted as an alcohol and drug prevention, education and/or education and/or public drug and alcohol awareness activity; and
- deliver a consistent "no use" message to those under legal age limits or other legal provisions indicated by the laws of the State of New Jersey.

PROGRAMMATIC REPORTING

Programmatic reports will include all relevant data on the progress of and adherence to the County Alliance Plan by the GRANTEE. The Format that **must** be used by the GRANTEE in this reporting will be issued by the County or State Alliance Coordinator. GRANTEE monitoring is to be a staff function of the COUNTY. The focus of this monitoring will be the GRANTEE fidelity to the County Alliance Plan with regards to both Fiscal and Programmatic areas.

Programmatic reports shall be forwarded in a timely fashion and must be accompanied by the Fiscal Report to the County. The GRANTEE shall have the option to report on a quarterly basis. Once the reporting basis is selected, the grantee will be required to submit both the Programmatic and Fiscal reports in the same manner. The final report will be a year long summary of financial activities. Payments may be withheld pending receipt/approval of fiscal program reports.

ATTACHMENT B

FISCAL REQUIREMENTS

The GRANTEE (s) shall save and hold harmless the State of New Jersey, Council and the County of Gloucester, its officers, agent representatives, successors, and assigns and from any and all suits, or action of every nature and kind which may be brought for or on account of any injury, death, or damage arising or growing out of the acts of omission of the GRANTEE, their officers, or employees under this agreement.

The GRANTEE, by signing this Letter of Agreement, accepts Fiscal responsibility that all funds issued by this document are used within the scope and context of N.J.S.A. 26:2BB-1 et seq., N.J.A.C. 17:40-1 et seq., and the approved County Alliance Plan by all subsequent GRANTEES.

The COUNTY is required to ensure that all GRANTEE (s) maintain expense and cash status information. The GRANTEE agrees that all funds awarded through this Letter of Agreement should be expended during the agreement period. Moneys carried forward must have the written authorization of the Executive Director of the COUNCIL.

The GRANTEE (s) may incur costs only during the term of the Agreement. Funds obligated, but not disbursed as of the termination or expiration of this Agreement shall be paid within ninety (90) days following the termination or expiration of this agreement.

The GRANTEE realizes that all COUNCIL funding is contingent upon approval of the County Alliance Plan and all required periodic reports. Further, the GRANTEE realizes that continued program involvement by the State of New Jersey and the COUNCIL will be contingent on the availability of funds. The GRANTEE agrees to generate and expend the required 100% match (25% cash and 75% in-kind) for the period of this agreement as outlined in N.J.A.C. 17:40-1 et seq. The GRANTEE(s), who realize revenues from programs funded by this agreement may use those funds to satisfy current matching requirements or to enhance approve Alliance programs. This revenue shall be

reflected in the year end audit submission of the GRANTEE and in all Fiscal reports.

BUDGET CHANGES

Prior approval is required from the State Alliance Coordinator where cumulative transfers among direct cost categories, or if applicable, among separately budgeted programs, projects, functions or activities exceed or are expected to exceed \$500.00 of the current total approved Municipal Alliance Budget. Prior approval is also required for any item or cost not approved in the original approved Municipal Alliance Budget.

The legislative mandate against supplantation of Drug Enforcement Demand Reduction monies will be closely followed and strictly enforced by the COUNCIL.

The GRANTEE will not, under any circumstance, supplant (ie. The use of these funds for any pre-existing resources or services) monetary disbursement made by this agreement. Violations of this stipulation will render this agreement null and void. The COUNCIL reserves the right to forward information of violations to the Office of the Attorney General.

AUDIT REQUIREMENTS

Audit and Cost Principles

GRANTEE is responsible for obtaining audits in accordance with the N.J. Single Audit Policy as established by the N.J. Department of Treasury in OMB Circular Letter 87-11, unless specifically excluded by the following:

- A. Hospitals subject to OME Circular A-110
- B. Colleges and universities that are part of a state entity
- C. GRANTEE (s) receiving less than \$25,000.00 of assistance in a fiscal year Exclusion from the Single Audit Policy will not relieve the GRANTEE of its audit responsibility. The organization will remain subject to audit requirements of the applicable OMB Circular Letter.

GRANTEE remains subject to examination by the COUNTY or the COUNCIL.

The applicable audit policy for the application of audit standards for specific recipients is as follows:

Governmental Recipients:

U.S. Office of Management and Budget Circular A-128 and amendments.

Other Recipients:

Comply in principle with the requirements of OMB Circular A-128, although this document is not specific towards non-governmental agencies.

The GRANTEE is required to forward a copy of the annual audit to the COUNCIL within 180 days of the close of the entity's fiscal year.

For GRANTEE receiving funds the following Federal principles for determining allowable costs have been adopted by the COUNCIL.

- | | |
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| A) Local Governments | OMB Circular A-87 |
| B) Educational Institutions | OMB Circular A-21 |
| C) Private nonprofit organizations | OMB Circular A-122 |

Other than:

1. institutions of higher education
 2. hospitals
 3. organizations named in OMB A-122 as not subject to that circular
- D. For-profit organizations

Other than;

1. hospitals
2. organizations named in OMB A-122 as not subject to that circular.

GRANTS

The cost principles applicable to a GRANTEE under a grant to the County will not necessarily be the same as those applicable to the County. For example, where the County

awards a grant to a private non-profit organization, OMB Circular 122 would apply to the costs incurred by the non-profit organization, even though OMB Circular A-87 would apply to the county.

FINANCIAL STATUS REPORTING

Funds will be issued under this Letter of Agreement on a cost reimbursement basis. The method of disbursement will be by Gloucester County Purchase Order. The requirements for the issuance of funds will be the **TIMELY SUBMISSION** of the required report of grant expenditures with **PROPER DOCUMENTATION**.

This Report will include all relevant data on the progress of, and adherence to the County Alliance Plan by GRANTEE. The Format that **must** be used by the GRANTEE in this reporting will be issued to the County by the Council Fiscal Officer. All expenditure reports shall be forwarded no later than **15 days** after the close of the reporting period due.

Quarterly reports are due in the County office no later than the following:

(1st quarter) October 15, 2014, (2nd quarter) January 15th 2015, (3rd quarter) April 15, 2015, (4th quarter) July 15, 2015.

REPORT OF GRANT EXPENDITURES

Specific instructions are provided to describe the manner in which the report is to be completed. The purpose of this report is to compare actual expenditures with the pre-approved budget.

- A. Final reports shall be due forty-five days after the expiration or termination of the LOA.
- B. Failure to provide the required reports in the prescribed time frame constitutes grounds for withholding future payments. All expenditure reports must be signed by the GRANTEE financial officer, or by a designated individual in the organization for which authorization has been forwarded to the County. Failure to submit reports when due will constitute grounds for non-compliance with award terms and conditions.

The Expenditure report shall include:

- cost summary of all expenses incurred by the GRANTEE during the reporting period; and
- a cost summary of grant and matching funds incurred by the GRANTEE; and
- all other pertinent fiscal information as may be required by the COUNCIL

The financial status report and the programmatic report will be reviewed to determine the reason and qualitative use of funds, as outlined in the approved County Alliance Plan.

ATTACHMENT C

OTHER COMPLIANCE REQUIREMENTS

The GRANTEE will ensure that funds dispersed through this Letter of Agreement are not used for partisan political activity, or similar activity by any person or organization making use of these programs and/or funds.

The GRANTEE will, and will ensure that all subsequent SUBCONTRACTOR (s) adhere to the following statement:

“No person shall, on the grounds of race, color, national origin, age, sex, religion or handicap be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or in part, by State of New Jersey funds.”

The GRANTEE will, and will ensure all subsequent SUB-CONTRACTORS, conduct all meetings open to the public as indicated in N.J.A.C. 17:40 et seq.

The GRANTEE will, and will ensure that all subsequent SUB-CONTRACTORS adhere to all Federal and State guidelines for a Drug Free Workplace.

The SUB-CONTRACTORS will, and will ensure that all subsequent SUB-CONTRACTORS, participate and cooperate with the COUNTY and COUNCIL for scheduled site visits. The GRANTEE will, when issuing statements, press releases, request for proposals, bid solicitations, and other documents describing projects or programs funded through the Alliance in whole or part, the GRANTEE should clearly state:

1. The percentage of the total costs of the program which will be financed with Alliance funds.
2. The dollar amount of Alliance funds for the project or program; and
3. The percentage and dollar amount of the total cost of the project or program that will be financed by non-governmental sources.

ATTACHMENT D

P.L. 1975, C.127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or sub-contractor, where applicable, will not discriminate against any employee or applicant for employment marital status, sex or handicap. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex handicap or affectional or sexual orientation. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation: selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

The contractor or sub-contractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract for understanding, a notice to be provided by the agency contracting officer advising the labor union or workers, representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or sub-contractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127 as amended and supplemented from time to time.

The contractor or sub-contractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, handicap, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or sub-contractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or sub-contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, handicap, or affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

ATTACHMENT E

GENERAL CONDITIONS OF FUNDING

Any materials developed for distribution, publication or advertisement using DEDR funds shall contain a statement acknowledging the Governor's Council on Alcoholism and Drug Abuse as the source. All such materials, wherever possible, shall have affixed or imprinted the official GCADA Logo.

ALLOWABLE COSTS WITH PRIOR WRITTEN APPROVAL

1. USE OF OUT OF AREA SERVICES – when considering sources for programmatic expenditure, services within the municipality are to be used first, services within the county second, and services within the state third. All attempts are to be made to use the most local resources. Out of county or state resources are unacceptable without written exception from the Governor's Council on Alcoholism and Drug Abuse.

Resources for training are expected to be found in the Municipality or in the County of Contract origination. In the event these resources are unavailable in the Municipality or County then neighboring counties could be used if approved by the State Alliance Staff. Out of state resources will not be approved for Alliance expenditure.

2. EQUIPMENT – is an article of tangible personal property that has a useful life of more than two years and an acquisition cost of \$500.00 or more. Purchases are to be made for the sole purpose of the support and performance of programmatic activities.

ATTACHMENT F

Instructions for completing Reporting of Grant Activity

DEFINITIONS – RE: REPORT OF GRANT ACTIVITY

Reporting Agency and Address – Enter the name of the county and complete mailing address including zip code.

- A. Reporting Period – Enter the month, day and year of the beginning and ending dates for which this report is prepared.
- B. Budget Period – Refer to the Letter of Agreement or latest Modification for this information. The budget period is the period of time for which a project is funded.
- C. Report Number – Reports should be numbered consecutively within the budget period.
- D. Revision of Report Number – Complete this section only if a revised report of sub-grant activity is being submitted.
- E. Final Report – Indicate on this line if the final report of sub-grant activity is being submitted. Final reports are due no later than sixty (60) days after the completion of the budget period.
- F. Name of Participating Municipality – Enter the name of the city, township or other organization that has been awarded funding. Where there is a consortium of two or more Municipalities, indicate the name of the local Agency who will be responsible for the accounting of funding.
- G. Amount Awarded – The amount awarded to each municipality as reflected in the approved county plan.
- H. Funding Disbursed – Is that amount of alliance funding (DEDR) paid to each participating approved municipality. Cash disbursements made can include advance payment, regular installment and/or the reimbursement of expenditures.
- I. Period Expenditures – Enter the total expenditures which relates to the reporting period. This category reflects the expenditure of Alliance Funds (DEDR), Cash Matching Funds and In-Kind match required. Expenditures are defined as the allowable costs associated with approved alliance services provided.
- J. Cumulative Expenditures – Enter the cumulative expenditures from the beginning of the budget period to the end of the reporting period. These figures should be computed by adding the current reporting period expenditures to the prior cumulative expenditures,
- K. Certification – Complete the certification before submitting the report. An unsigned report is unacceptable and will be returned for signature before any future funding will be authorized.

ATTACHMENT G

"Hold Harmless" – The Grantee does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgements arising from or growing out of any injuries, loss or damage sustained by any person or corporations, including employees of the Grantee and property of the Grantee under this Agreement.

Grantee shall maintain general liability, automobile liability, and Workers Insurance in amounts of coverage satisfactory to the County and which shall be in compliance with any applicable requirements of the State of New Jersey. Grantee shall deliver certifications of said Insurance to County.

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

Certificate of Availability of Funds

TREASURER'S NO. 14. 08914 DATE 10/16/14

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Disability
G-02-14-385-331-30399

AMOUNT OF CERTIFICATION 23,364 COUNTY COUNSEL Anthony F. ...

DESCRIPTION: Services provided in accordance with the letter of Agreement with the Townships of Elk/Franklin for the provision of Municipal Alliance to prevent alcoholism and drug abuse for the FY beginning July 1, 2014 and ending June 30, 2015.

VENDOR: Franklin Township

ADDRESS: 1591 Dukea Drive
Franklinville, NJ 08322

Lena Mota ...
DEPARTMENT HEAD APPROVAL

APPROVED [Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 10-17-14

3-1

AGREEMENT

THIS AGREEMENT between the **County of Gloucester**, hereinafter referred to as the "COUNTY", acting as the grant administrator for the Governor's Council on Alcoholism and Drug Abuse, "hereinafter referred to as the "COUNCIL" and the **Township of West Deptford** for the participation of the Alliance to Prevent Alcoholism and Drug Abuse, here after referred to as the "GRANTEE".

The undersigned accepts this Agreement and attachments A-G annexed here to be the Terms and Conditions of Grant participation in the Alliance to Prevent Alcoholism and Drug Abuse. This Agreement will remain valid for the period July 1, 2014 to June 30, 2015 contingent upon full compliance will all the Terms and Conditions.

If, through any cause within its control, the GRANTEE shall fail to fulfill in a timely and professional manner the obligations under this Agreement, or if the GRANTEE should violate any of its covenants, provisions or stipulations of this Agreement, the county will have the right to terminate this Agreement by written notice to the GRANTEE and specifying the effective date thereof, at last thirty (30) days prior to the termination date.

Funds issued by the COUNTY to the GRANTEE under this Agreement shall not exceed the amount of \$19,920.00.

THIS AGREEMENT is made effective the 1st day of July, 2014.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TOWNSHIP OF WEST DEPTFORD

By:
Title:

ATTACHMENT A

PROGRAMATIC REQUIREMENTS

Alliance Programs under the control of the GRANTEE, which make use of funds, issued by this Letter of Agreement will adhere to the scope and purpose of the Governor's Council on Alcoholism and Drug Abuse as outlined in N.J.S.A. 26:2BB-1 et seq. And N.J.A.C. 17:40-1 et seq.

Further, the GRANTEE accepts responsibility of ensuring that programs adhere to those originally outlined by the GRANTEE in the approved 2014 County Alliance Plan.

Variations from the County Alliance Plan with respect to programmatic content,

WITHOUT APPROVAL will make liable the termination of this Agreement.

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In addition, the COUNTY will ensure that any Municipality receiving funds as a GRANTEE derived from this Agreement must:

- demonstrate coordination with the County Office on Alcoholism and Drug Abuse; and
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The GRANTEE, by signing this Letter of Agreement, accepts Fiscal responsibility that all funds issued by this document are used within the scope and context of N.J.S.A. 26:2BB-1 et seq., N.J.A.C. 17:40-1 et seq., and the approved County Alliance Plan by all subsequent GRANTEES.

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The GRANTEE will not, under any circumstance, supplant (ie. The use of these funds for any pre-existing resources or services) monetary disbursement made by this agreement. Violations of this stipulation will render this agreement null and void. The COUNCIL reserves the right to forward information of violations to the Office of the Attorney General.

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Other than;

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GRANTS

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the costs incurred by the non-profit organization, even though OMB Circular A-87 would apply to the county.

FINANCIAL STATUS REPORTING

Funds will be issued under this Letter of Agreement on a cost reimbursement basis. The method of disbursement will be by Gloucester County Purchase Order. The requirements for the issuance of funds will be the **TIMELY SUBMISSION** of the required report of grant expenditures with **PROPER DOCUMENTATION**.

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Specific instructions are provided to describe the manner in which the report is to be completed. The purpose of this report is to compare actual expenditures with the pre-approved budget.

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- all other pertinent fiscal information as may be required by the COUNCIL

The financial status report and the programmatic report will be reviewed to determine the reason and qualitative use of funds, as outlined in the approved County Alliance Plan.

ATTACHMENT C

OTHER COMPLIANCE REQUIREMENTS

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The GRANTEE will, and will ensure that all subsequent SUBCONTRACTOR (s) adhere to the following statement:

“No person shall, on the grounds of race, color, national origin, age, sex, religion or handicap be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or in part, by State of New Jersey funds.”

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1. The percentage of the total costs of the program which will be financed with Alliance funds.
2. The dollar amount of Alliance funds for the project or program; and
3. The percentage and dollar amount of the total cost of the project or program that will be financed by non-governmental sources.

ATTACHMENT D

P.L. 1975, C.127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or sub-contractor, where applicable, will not discriminate against any employee or applicant for employment marital status, sex or handicap. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex handicap or affectional or sexual orientation. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation: selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

The contractor or sub-contractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract for understanding, a notice to be provided by the agency contracting officer advising the labor union or workers, representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or sub-contractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127 as amended and supplemented from time to time.

The contractor or sub-contractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, handicap, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or sub-contractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or sub-contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, handicap, or affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

ATTACHMENT E

GENERAL CONDITIONS OF FUNDING

Any materials developed for distribution, publication or advertisement using DEDR funds shall contain a statement acknowledging the Governor's Council on Alcoholism and Drug Abuse as the source. All such materials, wherever possible, shall have affixed or imprinted the official GCADA Logo.

ALLOWABLE COSTS WITH PRIOR WRITTEN APPROVAL

1. USE OF OUT OF AREA SERVICES – when considering sources for programmatic expenditure, services within the municipality are to be used first, services within the county second, and services within the state third. All attempts are to be made to use the most local resources. Out of county or state resources are unacceptable without written exception from the Governor's Council on Alcoholism and Drug Abuse.

Resources for training are expected to be found in the Municipality or in the County of Contract origination. In the event these resources are unavailable in the Municipality or County then neighboring counties could be used if approved by the State Alliance Staff. Out of state resources will not be approved for Alliance expenditure.

2. EQUIPMENT – is an article of tangible personal property that has a useful life of more than two years and an acquisition cost of \$500.00 or more. Purchases are to be made for the sole purpose of the support and performance of programmatic activities.

ATTACHMENT F
Instructions for completing Reporting of Grant Activity

DEFINITIONS – RE: REPORT OF GRANT ACTIVITY

Reporting Agency and Address – Enter the name of the county and complete mailing address including zip code.

- A. Reporting Period – Enter the month, day and year of the beginning and ending dates for which this report is prepared.
- B. Budget Period – Refer to the Letter of Agreement or latest Modification for this information. The budget period is the period of time for which a project is funded.
- C. Report Number – Reports should be numbered consecutively within the budget period.
- D. Revision of Report Number – Complete this section only if a revised report of sub-grant activity is being submitted.
- E. Final Report – Indicate on this line if the final report of sub-grant activity is being submitted. Final reports are due no later than sixty (60) days after the completion of the budget period.
- F. Name of Participating Municipality – Enter the name of the city, township or other organization that has been awarded funding. Where there is a consortium of two or more Municipalities, indicate the name of the local Agency who will be responsible for the accounting of funding.
- G. Amount Awarded – The amount awarded to each municipality as reflected in the approved county plan.
- H. Funding Disbursed – Is that amount of alliance funding (DEDR) paid to each participating approved municipality. Cash disbursements made can include advance payment, regular installment and/or the reimbursement of expenditures.
- I. Period Expenditures – Enter the total expenditures which relates to the reporting period. This category reflects the expenditure of Alliance Funds (DEDR), Cash Matching Funds and In-Kind match required. Expenditures are defined as the allowable costs associated with approved alliance services provided.
- J. Cumulative Expenditures – Enter the cumulative expenditures from the beginning of the budget period to the end of the reporting period. These figures should be computed by adding the current reporting period expenditures to the prior cumulative expenditures,
- K. Certification – Complete the certification before submitting the report. An unsigned report is unacceptable and will be returned for signature before any future funding will be authorized.

ATTACHMENT G

"Hold Harmless" – The Grantee does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgements arising from or growing out of any injuries, loss or damage sustained by any person or corporations, including employees of the Grantee and property of the Grantee under this Agreement.

Grantee shall maintain general liability, automobile liability, and Workers Insurance in amounts of coverage satisfactory to the County and which shall be in compliance with any applicable requirements of the State of New Jersey. Grantee shall deliver certifications of said Insurance to County.

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

Certificate of Availability of Funds

TREASURER'S NO. 14-08919

DATE 10/16/14

BUDGET NUMBER - CURRENT YR _____ B _____
E-03-14 - 385-331-26299

DEPARTMENT Disability

AMOUNT OF CERTIFICATION 19,920

COUNTY COUNSEL Anthony F. Fata

DESCRIPTION: Services provided in accordance with the letter of Agreement with the Township of West Deptford for the provision of Municipal Alliance to prevent alcoholism and drug abuse for the FY beginning July 1, 2014 and ending June 30, 2015.

VENDOR: West Deptford Twp.

ADDRESS: 430 Crown Point Rd
PO Box 89
West Deptford, NJ 08080

[Signature]
DEPARTMENT HEAD APPROVAL

APPROVED [Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 10-17-14

3-1

AGREEMENT

THIS AGREEMENT between the **County of Gloucester**, hereinafter referred to as the "COUNTY", acting as the grant administrator for the Governor's Council on Alcoholism and Drug Abuse, "hereinafter referred to as the "COUNCIL" and the **Township of Deptford** for the participation of the Alliance to Prevent Alcoholism and Drug Abuse, here after referred to as the "GRANTEE".

The undersigned accepts this Agreement and attachments A-G annexed here to be the Terms and Conditions of Grant participation in the Alliance to Prevent Alcoholism and Drug Abuse. This Agreement will remain valid for the period July 1, 2014 to June 30, 2015 contingent upon full compliance will all the Terms and Conditions.

If, through any cause within its control, the GRANTEE shall fail to fulfill in a timely and professional manner the obligations under this Agreement, or if the GRANTEE should violate any of its covenants, provisions or stipulations of this Agreement, the county will have the right to terminate this Agreement by written notice to the GRANTEE and specifying the effective date thereof, at last thirty (30) days prior to the termination date.

Funds issued by the COUNTY to the GRANTEE under this Agreement shall not exceed the amount of \$25,044.00.

THIS AGREEMENT is made effective the 1st day of July, 2014.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TOWNSHIP OF DEPTFORD

By:
Title:

ATTACHMENT A

PROGRAMATIC REQUIREMENTS

Alliance Programs under the control of the GRANTEE, which make use of funds, issued by this Letter of Agreement will adhere to the scope and purpose of the Governor's Council on Alcoholism and Drug Abuse as outlined in N.J.S.A. 26:2BB-1 et seq. And N.J.A.C. 17:40-1 et seq.

Further, the GRANTEE accepts responsibility of ensuring that programs adhere to those originally outlined by the GRANTEE in the approved 2014 County Alliance Plan.

Variations from the County Alliance Plan with respect to programmatic content,

WITHOUT APPROVAL will make liable the termination of this Agreement.

Changes in programmatic content must be received by the COUNCIL in writing and receive authorization from the State Alliance Coordinator or designee prior to initiation.

In addition, the COUNTY will ensure that any Municipality receiving funds as a GRANTEE derived from this Agreement must:

- demonstrate coordination with the County Office on Alcoholism and Drug Abuse; and identify and impact some aspect of the biopsychosocial model; and
- incorporate broad based, community efforts; and
- illustrate a broad base of service as determined by local needs; and
- be used for school or community based prevention, efforts, early intervention services and/or education, support for outreach efforts; and
- be clearly denoted as an alcohol and drug prevention, education and/or education and/or public drug and alcohol awareness activity; and
- deliver a consistent "no use" message to those under legal age limits or other legal provisions indicated by the laws of the State of New Jersey.

PROGRAMMATIC REPORTING

Programmatic reports will include all relevant data on the progress of and adherence to the County Alliance Plan by the GRANTEE. The Format that **must** be used by the GRANTEE in this reporting will be issued by the County or State Alliance Coordinator. GRANTEE monitoring is to be a staff function of the COUNTY. The focus of this monitoring will be the GRANTEE fidelity to the County Alliance Plan with regards to both Fiscal and Programmatic areas.

Programmatic reports shall be forwarded in a timely fashion and must be accompanied by the Fiscal Report to the County. The GRANTEE shall have the option to report on a quarterly basis. Once the reporting basis is selected, the grantee will be required to submit both the Programmatic and Fiscal reports in the same manner. The final report will be a year long summary of financial activities. Payments may be withheld pending receipt/approval of fiscal program reports.

ATTACHMENT B

FISCAL REQUIREMENTS

The GRANTEE (s) shall save and hold harmless the State of New Jersey, Council and the County of Gloucester, its officers, agent representatives, successors, and assigns and from any and all suits, or action of every nature and kind which may be brought for or on account of any injury, death, or damage arising or growing out of the acts of omission of the GRANTEE, their officers, or employees under this agreement.

The GRANTEE, by signing this Letter of Agreement, accepts Fiscal responsibility that all funds issued by this document are used within the scope and context of N.J.S.A. 26:2BB-1 et seq., N.J.A.C. 17:40-1 et seq., and the approved County Alliance Plan by all subsequent GRANTEES.

The COUNTY is required to ensure that all GRANTEE (s) maintain expense and cash status information. The GRANTEE agrees that all funds awarded through this Letter of Agreement should be expended during the agreement period. Moneys carried forward must have the written authorization of the Executive Director of the COUNCIL.

The GRANTEE (s) may incur costs only during the term of the Agreement. Funds obligated, but not disbursed as of the termination or expiration of this Agreement shall be paid within ninety (90) days following the termination or expiration of this agreement.

The GRANTEE realizes that all COUNCIL funding is contingent upon approval of the County Alliance Plan and all required periodic reports. Further, the GRANTEE realizes that continued program involvement by the State of New Jersey and the COUNCIL will be contingent on the availability of funds. The GRANTEE agrees to generate and expend the required 100% match (25% cash and 75% in-kind) for the period of this agreement as outlined in N.J.A.C. 17:40-1 et seq. The GRANTEE(s), who realize revenues from programs funded by this agreement may use those funds to satisfy current matching requirements or to enhance approve Alliance programs. This revenue shall be

reflected in the year end audit submission of the GRANTEE and in all Fiscal reports.

BUDGET CHANGES

Prior approval is required from the State Alliance Coordinator where cumulative transfers among direct cost categories, or if applicable, among separately budgeted programs, projects, functions or activities exceed or are expected to exceed \$500.00 of the current total approved Municipal Alliance Budget. Prior approval is also required for any item or cost not approved in the original approved Municipal Alliance Budget.

The legislative mandate against supplantation of Drug Enforcement Demand Reduction monies will be closely followed and strictly enforced by the COUNCIL.

The GRANTEE will not, under any circumstance, supplant (ie. The use of these funds for any pre-existing resources or services) monetary disbursement made by this agreement. Violations of this stipulation will render this agreement null and void. The COUNCIL reserves the right to forward information of violations to the Office of the Attorney General.

AUDIT REQUIREMENTS

Audit and Cost Principles

GRANTEE is responsible for obtaining audits in accordance with the N.J. Single Audit Policy as established by the N.J. Department of Treasury in OMB Circular Letter 87-11, unless specifically excluded by the following:

- A. Hospitals subject to OME Circular A-110
- B. Colleges and universities that are part of a state entity
- C. GRANTEE (s) receiving less than \$25,000.00 of assistance in a fiscal year Exclusion from the Single Audit Policy will not relieve the GRANTEE of its audit responsibility. The organization will remain subject to audit requirements of the applicable OMB Circular Letter.

GRANTEE remains subject to examination by the COUNTY or the COUNCIL.

The applicable audit policy for the application of audit standards for specific recipients is as follows:

Governmental Recipients:

U.S. Office of Management and Budget Circular A-128 and amendments.

Other Recipients:

Comply in principle with the requirements of OMB Circular A-128, although this document is not specific towards non-governmental agencies.

The GRANTEE is required to forward a copy of the annual audit to the COUNCIL within 180 days of the close of the entity's fiscal year.

For GRANTEE receiving funds the following Federal principles for determining allowable costs have been adopted by the COUNCIL.

- | | |
|------------------------------------|--------------------|
| A) Local Governments | OMB Circular A-87 |
| B) Educational Institutions | OMB Circular A-21 |
| C) Private nonprofit organizations | OMB Circular A-122 |

Other than:

1. institutions of higher education
2. hospitals
3. organizations named in OMB A-122 as not subject to that circular

D. For-profit organizations

Other than;

1. hospitals
2. organizations named in OMB A-122 as not subject to that circular.

GRANTS

The cost principles applicable to a GRANTEE under a grant to the County will not necessarily be the same as those applicable to the County. For example, where the County awards a grant to a private non-profit organization, OMB Circular 122 would apply to

the costs incurred by the non-profit organization, even though OMB Circular A-87 would apply to the county.

FINANCIAL STATUS REPORTING

Funds will be issued under this Letter of Agreement on a cost reimbursement basis. The method of disbursement will be by Gloucester County Purchase Order. The requirements for the issuance of funds will be the **TIMELY SUBMISSION** of the required report of grant expenditures with **PROPER DOCUMENTATION**.

This Report will include all relevant data on the progress of, and adherence to the County Alliance Plan by GRANTEE. The Format that **must** be used by the GRANTEE in this reporting will be issued to the County by the Council Fiscal Officer. All expenditure reports shall be forwarded no later than **15 days** after the close of the reporting period due.

Quarterly reports are due in the County office no later than the following:

(1st quarter) October 15, 2014, (2nd quarter) January 15th 2015, (3rd quarter) April 15, 2015, (4th quarter) July 15, 2015

REPORT OF GRANT EXPENDITURES

Specific instructions are provided to describe the manner in which the report is to be completed. The purpose of this report is to compare actual expenditures with the pre-approved budget.

- A. Final reports shall be due forty-five days after the expiration or termination of the LOA.
- B. Failure to provide the required reports in the prescribed time frame constitutes grounds for withholding future payments. All expenditure reports must be signed by the GRANTEE financial officer, or by a designated individual in the organization for which authorization has been forwarded to the County. Failure to submit reports when due will constitute grounds for non-compliance with award terms and conditions.

The Expenditure report shall include:

-cost summary of all expenses incurred by the GRANTEE during the reporting period; and

-a cost summary of grant and matching funds incurred by the GRANTEE; and

-all other pertinent fiscal information as may be required by the COUNCIL

The financial status report and the programmatic report will be reviewed to determine the reason and qualitative use of funds, as outlined in the approved County Alliance Plan.

ATTACHMENT C

OTHER COMPLIANCE REQUIREMENTS

The GRANTEE will ensure that funds dispersed through this Letter of Agreement are not used for partisan political activity, or similar activity by any person or organization making use of these programs and/or funds.

The GRANTEE will, and will ensure that all subsequent SUBCONTRACTOR (s) adhere to the following statement:

“No person shall, on the grounds of race, color, national origin, age, sex, religion or handicap be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or in part, by State of New Jersey funds.”

The GRANTEE will, and will ensure all subsequent SUB-CONTRACTORS, conduct all meetings open to the public as indicated in N.J.A.C. 17:40 et seq.

The GRANTEE will, and will ensure that all subsequent SUB-CONTRACTORS adhere to all Federal and State guidelines for a Drug Free Workplace.

The SUB-CONTRACTORS will, and will ensure that all subsequent SUB-CONTRACTORS, participate and cooperate with the COUNTY and COUNCIL for scheduled site visits. The GRANTEE will, when issuing statements, press releases, request for proposals, bid solicitations, and other documents describing projects or programs funded through the Alliance in whole or part, the GRANTEE should clearly state:

1. The percentage of the total costs of the program which will be financed with Alliance funds.
2. The dollar amount of Alliance funds for the project or program; and
3. The percentage and dollar amount of the total cost of the project or program that will be financed by non-governmental sources.

ATTACHMENT D

P.L. 1975, C.127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or sub-contractor, where applicable, will not discriminate against any employee or applicant for employment marital status, sex or handicap. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex handicap or affectional or sexual orientation. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation: selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

The contractor or sub-contractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract for understanding, a notice to be provided by the agency contracting officer advising the labor union or workers, representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or sub-contractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127 as amended and supplemented from time to time.

The contractor or sub-contractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, handicap, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or sub-contractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or sub-contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, handicap, or affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

ATTACHMENT E

GENERAL CONDITIONS OF FUNDING

Any materials developed for distribution, publication or advertisement using DEDR funds shall contain a statement acknowledging the Governor's Council on Alcoholism and Drug Abuse as the source. All such materials, wherever possible, shall have affixed or imprinted the official GCADA Logo.

ALLOWABLE COSTS WITH PRIOR WRITTEN APPROVAL

1. USE OF OUT OF AREA SERVICES – when considering sources for programmatic expenditure, services within the municipality are to be used first, services within the county second, and services within the state third. All attempts are to be made to use the most local resources. Out of county or state resources are unacceptable without written exception from the Governor's Council on Alcoholism and Drug Abuse.

Resources for training are expected to be found in the Municipality or in the County of Contract origination. In the event these resources are unavailable in the Municipality or County then neighboring counties could be used if approved by the State Alliance Staff. Out of state resources will not be approved for Alliance expenditure.

2. EQUIPMENT – is an article of tangible personal property that has a useful life of more than two years and an acquisition cost of \$500.00 or more. Purchases are to be made for the sole purpose of the support and performance of programmatic activities.

ATTACHMENT F

Instructions for completing Reporting of Grant Activity

DEFINITIONS – RE: REPORT OF GRANT ACTIVITY

Reporting Agency and Address – Enter the name of the county and complete mailing address including zip code.

- A. Reporting Period – Enter the month, day and year of the beginning and ending dates for which this report is prepared.
- B. Budget Period – Refer to the Letter of Agreement or latest Modification for this information. The budget period is the period of time for which a project is funded.
- C. Report Number – Reports should be numbered consecutively within the budget period.
- D. Revision of Report Number – Complete this section only if a revised report of sub-grant activity is being submitted.
- E. Final Report – Indicate on this line if the final report of sub-grant activity is being submitted. Final reports are due no later than sixty (60) days after the completion of the budget period.
- F. Name of Participating Municipality – Enter the name of the city, township or other organization that has been awarded funding. Where there is a consortium of two or more Municipalities, indicate the name of the local Agency who will be responsible for the accounting of funding.
- G. Amount Awarded – The amount awarded to each municipality as reflected in the approved county plan.
- H. Funding Disbursed – Is that amount of alliance funding (DEDR) paid to each participating approved municipality. Cash disbursements made can include advance payment, regular installment and/or the reimbursement of expenditures.
- I. Period Expenditures – Enter the total expenditures which relates to the reporting period. This category reflects the expenditure of Alliance Funds (DEDR), Cash Matching Funds and In-Kind match required. Expenditures are defined as the allowable costs associated with approved alliance services provided.
- J. Cumulative Expenditures – Enter the cumulative expenditures from the beginning of the budget period to the end of the reporting period. These figures should be computed by adding the current reporting period expenditures to the prior cumulative expenditures,
- K. Certification – Complete the certification before submitting the report. An unsigned report is unacceptable and will be returned for signature before any future funding will be authorized.

ATTACHMENT G

“Hold Harmless” – The Grantee does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgements arising from or growing out of any injuries, loss or damage sustained by any person or corporations, including employees of the Grantee and property of the Grantee under this Agreement.

Grantee shall maintain general liability, automobile liability, and Workers Insurance in amounts of coverage satisfactory to the County and which shall be in compliance with any applicable requirements of the State of New Jersey. Grantee shall deliver certifications of said Insurance to County.

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

Certificate of Availability of Funds

TREASURER'S NO. 14-08913

DATE 10/16/14

BUDGET NUMBER - CURRENT YR _____ B _____
6-02-14-385-331-205999

DEPARTMENT Disability

AMOUNT OF CERTIFICATION 25,044 COUNTY COUNSEL Anthony F. ...

DESCRIPTION: Services provided in accordance with the letter of Agreement with the Township of Deptford for the provision of Municipal Alliance to prevent alcoholism and drug abuse for the FY beginning July 1, 2014 and ending June 30, 2015.

VENDOR: Deptford Township

ADDRESS: 1011 Cooper St.
Deptford, NJ 08046

Leon ...
DEPARTMENT HEAD APPROVAL

APPROVED [Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
NOT APPROVED

DATE PROCESSED 10-17-14

5-1

AGREEMENT

THIS AGREEMENT between the **County of Gloucester**, hereinafter referred to as the "COUNTY", acting as the grant administrator for the Governor's Council on Alcoholism and Drug Abuse, "hereinafter referred to as the "COUNCIL" and the **Borough of Glassboro** for the participation of the Alliance to Prevent Alcoholism and Drug Abuse, here after referred to as the "GRANTEE".

The undersigned accepts this Agreement and attachments A-G annexed here to be the Terms and Conditions of Grant participation in the Alliance to Prevent Alcoholism and Drug Abuse. This Agreement will remain valid for the period July 1, 2014 to June 30, 2015 contingent upon full compliance will all the Terms and Conditions.

If, through any cause within its control, the GRANTEE shall fail to fulfill in a timely and professional manner the obligations under this Agreement, or if the GRANTEE should violate any of its covenants, provisions or stipulations of this Agreement, the county will have the right to terminate this Agreement by written notice to the GRANTEE and specifying the effective date thereof, at last thirty (30) days prior to the termination date.

Funds issued by the COUNTY to the GRANTEE under this Agreement shall not exceed the amount of \$18,841.00.

THIS AGREEMENT is made effective the 1st day of July, 2014.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

BOROUGH OF GLASSBORO

By:
Title:

ATTACHMENT A

PROGRAMATIC REQUIREMENTS

Alliance Programs under the control of the GRANTEE, which make use of funds, issued by this Letter of Agreement will adhere to the scope and purpose of the Governor's Council on Alcoholism and Drug Abuse as outlined in N.J.S.A. 26:2BB-1 et seq. And N.J.A.C. 17:40-1 et seq.

Further, the GRANTEE accepts responsibility of ensuring that programs adhere to those originally outlined by the GRANTEE in the approved 2014 County Alliance Plan.

Variations from the County Alliance Plan with respect to programmatic content, WITHOUT APPROVAL will make liable the termination of this Agreement.

Changes in programmatic content must be received by the COUNCIL in writing and receive authorization from the State Alliance Coordinator or designee prior to initiation.

In addition, the COUNTY will ensure that any Municipality receiving funds as a GRANTEE derived from this Agreement must:

- demonstrate coordination with the County Office on Alcoholism and Drug Abuse; and
- identify and impact some aspect of the biopsychosocial model; and
- incorporate broad based, community efforts; and
- illustrate a broad base of service as determined by local needs; and
- be used for school or community based prevention, efforts, early intervention services and/or education, support for outreach efforts; and
- be clearly denoted as an alcohol and drug prevention, education and/or education and/or public drug and alcohol awareness activity; and
- deliver a consistent "no use" message to those under legal age limits or other legal provisions indicated by the laws of the State of New Jersey.

PROGRAMMATIC REPORTING

Programmatic reports will include all relevant data on the progress of and adherence to the County Alliance Plan by the GRANTEE. The Format that **must** be used by the GRANTEE in this reporting will be issued by the County or State Alliance Coordinator. GRANTEE monitoring is to be a staff function of the COUNTY. The focus of this monitoring will be the GRANTEE fidelity to the County Alliance Plan with regards to both Fiscal and Programmatic areas.

Programmatic reports shall be forwarded in a timely fashion and must be accompanied by the Fiscal Report to the County. The GRANTEE shall have the option to report on a quarterly basis. Once the reporting basis is selected, the grantee will be required to submit both the Programmatic and Fiscal reports in the same manner. The final report will be a year long summary of financial activities. Payments may be withheld pending receipt/approval of fiscal program reports.

ATTACHMENT B

FISCAL REQUIREMENTS

The GRANTEE (s) shall save and hold harmless the State of New Jersey, Council and the County of Gloucester, its officers, agent representatives, successors, and assigns and from any and all suits, or action of every nature and kind which may be brought for or on account of any injury, death, or damage arising or growing out of the acts of omission of the GRANTEE, their officers, or employees under this agreement.

The GRANTEE, by signing this Letter of Agreement, accepts Fiscal responsibility that all funds issued by this document are used within the scope and context of N.J.S.A. 26:2BB-1 et seq., N.J.A.C. 17:40-1 et seq., and the approved County Alliance Plan by all subsequent GRANTEES.

The COUNTY is required to ensure that all GRANTEE (s) maintain expense and cash status information. The GRANTEE agrees that all funds awarded through this Letter of Agreement should be expended during the agreement period. Moneys carried forward must have the written authorization of the Executive Director of the COUNCIL.

The GRANTEE (s) may incur costs only during the term of the Agreement. Funds obligated, but not disbursed as of the termination or expiration of this Agreement shall be paid within ninety (90) days following the termination or expiration of this agreement.

The GRANTEE realizes that all COUNCIL funding is contingent upon approval of the County Alliance Plan and all required periodic reports. Further, the GRANTEE realizes that continued program involvement by the State of New Jersey and the COUNCIL will be contingent on the availability of funds. The GRANTEE agrees to generate and expend the required 100% match (25% cash and 75% in-kind) for the period of this agreement as outlined in N.J.A.C. 17:40-1 et seq. The GRANTEE(s), who realize revenues from programs funded by this agreement may use those funds to satisfy current matching requirements or to enhance approve Alliance programs. This revenue shall be

reflected in the year end audit submission of the GRANTEE and in all Fiscal reports.

BUDGET CHANGES

Prior approval is required from the State Alliance Coordinator where cumulative transfers among direct cost categories, or if applicable, among separately budgeted programs, projects, functions or activities exceed or are expected to exceed \$500.00 of the current total approved Municipal Alliance Budget. Prior approval is also required for any item or cost not approved in the original approved Municipal Alliance Budget.

The legislative mandate against supplantation of Drug Enforcement Demand Reduction monies will be closely followed and strictly enforced by the COUNCIL.

The GRANTEE will not, under any circumstance, supplant (ie. The use of these funds for any pre-existing resources or services) monetary disbursement made by this agreement. Violations of this stipulation will render this agreement null and void. The COUNCIL reserves the right to forward information of violations to the Office of the Attorney General.

AUDIT REQUIREMENTS

Audit and Cost Principles

GRANTEE is responsible for obtaining audits in accordance with the N.J. Single Audit Policy as established by the N.J. Department of Treasury in OMB Circular Letter 87-11, unless specifically excluded by the following:

- A. Hospitals subject to OME Circular A-110
- B. Colleges and universities that are part of a state entity
- C. GRANTEE (s) receiving less than \$25,000.00 of assistance in a fiscal year Exclusion from the Single Audit Policy will not relieve the GRANTEE of its audit responsibility. The organization will remain subject to audit requirements of the applicable OMB Circular Letter.

GRANTEE remains subject to examination by the COUNTY or the COUNCIL.

The applicable audit policy for the application of audit standards for specific recipients is as follows:

Governmental Recipients:

U.S. Office of Management and Budget Circular A-128 and amendments.

Other Recipients:

Comply in principle with the requirements of OMB Circular A-128, although this document is not specific towards non-governmental agencies.

The GRANTEE is required to forward a copy of the annual audit to the COUNCIL within 180 days of the close of the entity's fiscal year.

For GRANTEE receiving funds the following Federal principles for determining allowable costs have been adopted by the COUNCIL.

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| A) Local Governments | OMB Circular A-87 |
| B) Educational Institutions | OMB Circular A-21 |
| C) Private nonprofit organizations | OMB Circular A-122 |

Other than:

1. institutions of higher education
2. hospitals
3. organizations named in OMB A-122 as not subject to that circular

D. For-profit organizations

Other than;

1. hospitals
2. organizations named in OMB A-122 as not subject to that circular.

GRANTS

The cost principles applicable to a GRANTEE under a grant to the County will not necessarily be the same as those applicable to the County. For example, where the County awards a grant to a private non-profit organization, OMB Circular 122 would apply to

the costs incurred by the non-profit organization, even though OMB Circular A-87 would apply to the county.

FINANCIAL STATUS REPORTING

Funds will be issued under this Letter of Agreement on a cost reimbursement basis. The method of disbursement will be by Gloucester County Purchase Order. The requirements for the issuance of funds will be the **TIMELY SUBMISSION** of the required report of grant expenditures with **PROPER DOCUMENTATION**.

This Report will include all relevant data on the progress of, and adherence to the County Alliance Plan by GRANTEE. The Format that **must** be used by the GRANTEE in this reporting will be issued to the County by the Council Fiscal Officer. All expenditure reports shall be forwarded no later than **15 days** after the close of the reporting period due.

Quarterly reports are due in the County office no later than the following:

(1st quarter) October 15, 2014, (2nd quarter) January 15th 2015, (3rd quarter) April 15, 2015, (4th quarter) July 15, 2015

REPORT OF GRANT EXPENDITURES

Specific instructions are provided to describe the manner in which the report is to be completed. The purpose of this report is to compare actual expenditures with the pre-approved budget.

- A. Final reports shall be due forty-five days after the expiration or termination of the LOA.
- B. Failure to provide the required reports in the prescribed time frame constitutes grounds for withholding future payments. All expenditure reports must be signed by the GRANTEE financial officer, or by a designated individual in the organization for which authorization has been forwarded to the County. Failure to submit reports when due will constitute grounds for non-compliance with award terms and conditions.

The Expenditure report shall include:

- cost summary of all expenses incurred by the GRANTEE during the reporting period; and
- a cost summary of grant and matching funds incurred by the GRANTEE; and
- all other pertinent fiscal information as may be required by the COUNCIL

The financial status report and the programmatic report will be reviewed to determine the reason and qualitative use of funds, as outlined in the approved County Alliance Plan.

ATTACHMENT C

OTHER COMPLIANCE REQUIREMENTS

The GRANTEE will ensure that funds dispersed through this Letter of Agreement are not used for partisan political activity, or similar activity by any person or organization making use of these programs and/or funds.

The GRANTEE will, and will ensure that all subsequent SUBCONTRACTOR (s) adhere to the following statement:

“No person shall, on the grounds of race, color, national origin, age, sex, religion or handicap be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or in part, by State of New Jersey funds.”

The GRANTEE will, and will ensure all subsequent SUB-CONTRACTORS, conduct all meetings open to the public as indicated in N.J.A.C. 17:40 et seq.

The GRANTEE will, and will ensure that all subsequent SUB-CONTRACTORS adhere to all Federal and State guidelines for a Drug Free Workplace.

The SUB-CONTRACTORS will, and will ensure that all subsequent SUB-CONTRACTORS, participate and cooperate with the COUNTY and COUNCIL for scheduled site visits. The GRANTEE will, when issuing statements, press releases, request for proposals, bid solicitations, and other documents describing projects or programs funded through the Alliance in whole or part, the GRANTEE should clearly state:

1. The percentage of the total costs of the program which will be financed with Alliance funds.
2. The dollar amount of Alliance funds for the project or program; and
3. The percentage and dollar amount of the total cost of the project or program that will be financed by non-governmental sources.

ATTACHMENT D

P.L. 1975, C.127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or sub-contractor, where applicable, will not discriminate against any employee or applicant for employment marital status, sex or handicap. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex handicap or affectional or sexual orientation. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation: selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

The contractor or sub-contractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract for understanding, a notice to be provided by the agency contracting officer advising the labor union or workers, representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or sub-contractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127 as amended and supplemented from time to time.

The contractor or sub-contractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, handicap, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or sub-contractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or sub-contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, handicap, or affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

ATTACHMENT E

GENERAL CONDITIONS OF FUNDING

Any materials developed for distribution, publication or advertisement using DEDR funds shall contain a statement acknowledging the Governor's Council on Alcoholism and Drug Abuse as the source. All such materials, wherever possible, shall have affixed or imprinted the official GCADA Logo.

ALLOWABLE COSTS WITH PRIOR WRITTEN APPROVAL

1. USE OF OUT OF AREA SERVICES – when considering sources for programmatic expenditure, services within the municipality are to be used first, services within the county second, and services within the state third. All attempts are to be made to use the most local resources. Out of county or state resources are unacceptable without written exception from the Governor's Council on Alcoholism and Drug Abuse.

Resources for training are expected to be found in the Municipality or in the County of Contract origination. In the event these resources are unavailable in the Municipality or County then neighboring counties could be used if approved by the State Alliance Staff. Out of state resources will not be approved for Alliance expenditure.

2. EQUIPMENT – is an article of tangible personal property that has a useful life of more than two years and an acquisition cost of \$500.00 or more. Purchases are to be made for the sole purpose of the support and performance of programmatic activities.

ATTACHMENT F
Instructions for completing Reporting of Grant Activity

DEFINITIONS – RE: REPORT OF GRANT ACTIVITY

Reporting Agency and Address – Enter the name of the county and complete mailing address including zip code.

- A. Reporting Period – Enter the month, day and year of the beginning and ending dates for which this report is prepared.
- B. Budget Period – Refer to the Letter of Agreement or latest Modification for this information. The budget period is the period of time for which a project is funded.
- C. Report Number – Reports should be numbered consecutively within the budget period.
- D. Revision of Report Number – Complete this section only if a revised report of sub-grant activity is being submitted.
- E. Final Report – Indicate on this line if the final report of sub-grant activity is being submitted. Final reports are due no later than sixty (60) days after the completion of the budget period.
- F. Name of Participating Municipality – Enter the name of the city, township or other organization that has been awarded funding. Where there is a consortium of two or more Municipalities, indicate the name of the local Agency who will be responsible for the accounting of funding.
- G. Amount Awarded – The amount awarded to each municipality as reflected in the approved county plan.
- H. Funding Disbursed – Is that amount of alliance funding (DEDR) paid to each participating approved municipality. Cash disbursements made can include advance payment, regular installment and/or the reimbursement of expenditures.
- I. Period Expenditures – Enter the total expenditures which relates to the reporting period. This category reflects the expenditure of Alliance Funds (DEDR), Cash Matching Funds and In-Kind match required. Expenditures are defined as the allowable costs associated with approved alliance services provided.
- J. Cumulative Expenditures – Enter the cumulative expenditures from the beginning of the budget period to the end of the reporting period. These figures should be computed by adding the current reporting period expenditures to the prior cumulative expenditures,
- K. Certification – Complete the certification before submitting the report. An unsigned report is unacceptable and will be returned for signature before any future funding will be authorized.

ATTACHMENT G

“Hold Harmless” – The Grantee does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgements arising from or growing out of any injuries, loss or damage sustained by any person or corporations, including employees of the Grantee and property of the Grantee under this Agreement.

Grantee shall maintain general liability, automobile liability, and Workers Insurance in amounts of coverage satisfactory to the County and which shall be in compliance with any applicable requirements of the State of New Jersey. Grantee shall deliver certifications of said Insurance to County.

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

Certificate of Availability of Funds

TREASURER'S NO. 14-08015

DATE 10/16/14

BUDGET NUMBER - CURRENT YR _____ B _____

DEPARTMENT Disability

502-11-385-331-30299

AMOUNT OF CERTIFICATION 18,841

COUNTY COUNSEL Anthony Fiata

DESCRIPTION: Services provided in accordance with the letter of Agreement with the Borough of Glassboro for the provision of Municipal Alliance to prevent alcoholism and drug abuse for the FY beginning July 1, 2014 and ending June 30, 2015.

VENDOR: Borough of Glassboro

ADDRESS: 1 South Main Street
Glassboro, NJ 08028

Len M. DiStefano
DEPARTMENT HEAD APPROVAL

APPROVED [Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 10-17-14

11/5/14
[Signature]
Molina

AGREEMENT

THIS AGREEMENT between the **County of Gloucester**, hereinafter referred to as the "COUNTY", acting as the grant administrator for the Governor's Council on Alcoholism and Drug Abuse, "hereinafter referred to as the "COUNCIL" and the **Township of Monroe** for the participation of the Alliance to Prevent Alcoholism and Drug Abuse, here after referred to as the "GRANTEE".

The undersigned accepts this Agreement and attachments A-G annexed here to be the Terms and Conditions of Grant participation in the Alliance to Prevent Alcoholism and Drug Abuse. This Agreement will remain valid for the period July 1, 2014 to June 30, 2015 contingent upon full compliance will all the Terms and Conditions.

If, through any cause within its control, the GRANTEE shall fail to fulfill in a timely and professional manner the obligations under this Agreement, or if the GRANTEE should violate any of its covenants, provisions or stipulations of this Agreement, the county will have the right to terminate this Agreement by written notice to the GRANTEE and specifying the effective date thereof, at last thirty (30) days prior to the termination date.

Funds issued by the COUNTY to the GRANTEE under this Agreement shall not exceed the amount of \$26,460.00.

THIS AGREEMENT is made effective the 1st day of July, 2014.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TOWNSHIP OF MONROE

By:
Title:

ATTACHMENT A

PROGRAMATIC REQUIREMENTS

Alliance Programs under the control of the GRANTEE, which make use of funds, issued by this Letter of Agreement will adhere to the scope and purpose of the Governor's Council on Alcoholism and Drug Abuse as outlined in N.J.S.A. 26:2BB-1 et seq. And N.J.A.C. 17:40-1 et seq.

Further, the GRANTEE accepts responsibility of ensuring that programs adhere to those originally outlined by the GRANTEE in the approved 2014 County Alliance Plan.

Variations from the County Alliance Plan with respect to programmatic content,

WITHOUT APPROVAL will make liable the termination of this Agreement.

Changes in programmatic content must be received by the COUNCIL in writing and receive authorization from the State Alliance Coordinator or designee prior to initiation.

In addition, the COUNTY will ensure that any Municipality receiving funds as a GRANTEE derived from this Agreement must:

- demonstrate coordination with the County Office on Alcoholism and Drug Abuse; and
- identify and impact some aspect of the biopsychosocial model; and
- incorporate broad based, community efforts; and
- illustrate a broad base of service as determined by local needs; and
- be used for school or community based prevention, efforts, early intervention services and/or education, support for outreach efforts; and
- be clearly denoted as an alcohol and drug prevention, education and/or education and/or public drug and alcohol awareness activity; and
- deliver a consistent "no use" message to those under legal age limits or other legal provisions indicated by the laws of the State of New Jersey.

PROGRAMMATIC REPORTING

Programmatic reports will include all relevant data on the progress of and adherence to the County Alliance Plan by the GRANTEE. The Format that **must** be used by the GRANTEE in this reporting will be issued by the County or State Alliance Coordinator. GRANTEE monitoring is to be a staff function of the COUNTY. The focus of this monitoring will be the GRANTEE fidelity to the County Alliance Plan with regards to both Fiscal and Programmatic areas.

Programmatic reports shall be forwarded in a timely fashion and must be accompanied by the Fiscal Report to the County. The GRANTEE shall have the option to report on a quarterly basis. Once the reporting basis is selected, the grantee will be required to submit both the Programmatic and Fiscal reports in the same manner. The final report will be a year long summary of financial activities. Payments may be withheld pending receipt/approval of fiscal program reports.

ATTACHMENT B

FISCAL REQUIREMENTS

The GRANTEE (s) shall save and hold harmless the State of New Jersey, Council and the County of Gloucester, its officers, agent representatives, successors, and assigns and from any and all suits, or action of every nature and kind which may be brought for or on account of any injury, death, or damage arising or growing out of the acts of omission of the GRANTEE, their officers, or employees under this agreement.

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The GRANTEE realizes that all COUNCIL funding is contingent upon approval of the County Alliance Plan and all required periodic reports. Further, the GRANTEE realizes that continued program involvement by the State of New Jersey and the COUNCIL will be contingent on the availability of funds. The GRANTEE agrees to generate and expend the required 100% match (25% cash and 75% in-kind) for the period of this agreement as outlined in N.J.A.C. 17:40-1 et seq. The GRANTEE(s), who realize revenues from programs funded by this agreement may use those funds to satisfy current matching requirements or to enhance approve Alliance programs. This revenue shall be

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The legislative mandate against supplantation of Drug Enforcement Demand Reduction monies will be closely followed and strictly enforced by the COUNCIL.

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ATTACHMENT C

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3. The percentage and dollar amount of the total cost of the project or program that will be financed by non-governmental sources.

ATTACHMENT D

P.L. 1975, C.127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or sub-contractor, where applicable, will not discriminate against any employee or applicant for employment marital status, sex or handicap. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex handicap or affectional or sexual orientation. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation: selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

The contractor or sub-contractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract for understanding, a notice to be provided by the agency contracting officer advising the labor union or workers, representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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ATTACHMENT E

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Any materials developed for distribution, publication or advertisement using DEDR funds shall contain a statement acknowledging the Governor's Council on Alcoholism and Drug Abuse as the source. All such materials, wherever possible, shall have affixed or imprinted the official GCADA Logo.

ALLOWABLE COSTS WITH PRIOR WRITTEN APPROVAL

1. USE OF OUT OF AREA SERVICES – when considering sources for programmatic expenditure, services within the municipality are to be used first, services within the county second, and services within the state third. All attempts are to be made to use the most local resources. Out of county or state resources are unacceptable without written exception from the Governor's Council on Alcoholism and Drug Abuse.

Resources for training are expected to be found in the Municipality or in the County of Contract origination. In the event these resources are unavailable in the Municipality or County then neighboring counties could be used if approved by the State Alliance Staff. Out of state resources will not be approved for Alliance expenditure.

2. EQUIPMENT – is an article of tangible personal property that has a useful life of more than two years and an acquisition cost of \$500.00 or more. Purchases are to be made for the sole purpose of the support and performance of programmatic activities.

ATTACHMENT F
Instructions for completing Reporting of Grant Activity

DEFINITIONS – RE: REPORT OF GRANT ACTIVITY

Reporting Agency and Address – Enter the name of the county and complete mailing address including zip code.

- A. Reporting Period – Enter the month, day and year of the beginning and ending dates for which this report is prepared.
- B. Budget Period – Refer to the Letter of Agreement or latest Modification for this information. The budget period is the period of time for which a project is funded.
- C. Report Number – Reports should be numbered consecutively within the budget period.
- D. Revision of Report Number – Complete this section only if a revised report of sub-grant activity is being submitted.
- E. Final Report – Indicate on this line if the final report of sub-grant activity is being submitted. Final reports are due no later than sixty (60) days after the completion of the budget period.
- F. Name of Participating Municipality – Enter the name of the city, township or other organization that has been awarded funding. Where there is a consortium of two or more Municipalities, indicate the name of the local Agency who will be responsible for the accounting of funding.
- G. Amount Awarded – The amount awarded to each municipality as reflected in the approved county plan.
- H. Funding Disbursed – Is that amount of alliance funding (DEDR) paid to each participating approved municipality. Cash disbursements made can include advance payment, regular installment and/or the reimbursement of expenditures.
- I. Period Expenditures – Enter the total expenditures which relates to the reporting period. This category reflects the expenditure of Alliance Funds (DEDR), Cash Matching Funds and In-Kind match required. Expenditures are defined as the allowable costs associated with approved alliance services provided.
- J. Cumulative Expenditures – Enter the cumulative expenditures from the beginning of the budget period to the end of the reporting period. These figures should be computed by adding the current reporting period expenditures to the prior cumulative expenditures,
- K. Certification – Complete the certification before submitting the report. An unsigned report is unacceptable and will be returned for signature before any future funding will be authorized.

ATTACHMENT G

“Hold Harmless” – The Grantee does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgements arising from or growing out of any injuries, loss or damage sustained by any person or corporations, including employees of the Grantee and property of the Grantee under this Agreement.

Grantee shall maintain general liability, automobile liability, and Workers Insurance in amounts of coverage satisfactory to the County and which shall be in compliance with any applicable requirements of the State of New Jersey. Grantee shall deliver certifications of said Insurance to County.

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

Certificate of Availability of Funds

TREASURER'S NO. 14-08917

DATE 10/16/14

BUDGET NUMBER - CURRENT YR _____ B _____

DEPARTMENT Druid City

12-14-385-321-30299

AMOUNT OF CERTIFICATION 36,460

COUNTY COUNSEL Anthony F. Iola

DESCRIPTION: Services provided in accordance with the letter of Agreement with the Township of Monroe for the provision of Municipal Alliance to prevent alcoholism and drug abuse for the FY beginning July 1, 2014 and ending June 30, 2015.

VENDOR: Monroe Twp.

ADDRESS: 125 Virginia Ave.
Williamstown, NJ. 08094

[Signature]
DEPARTMENT HEAD APPROVAL

APPROVED [Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 10-17-14

11/11/14
[Signature]

3-1

AGREEMENT

THIS AGREEMENT between the **County of Gloucester**, hereinafter referred to as the "COUNTY", acting as the grant administrator for the Governor's Council on Alcoholism and Drug Abuse, "hereinafter referred to as the "COUNCIL" and the **Townships of Mantua/Harrison** for the participation of the Alliance to Prevent Alcoholism and Drug Abuse, here after referred to as the "GRANTEE".

The undersigned accepts this Agreement and attachments A-G annexed here to be the Terms and Conditions of Grant participation in the Alliance to Prevent Alcoholism and Drug Abuse. This Agreement will remain valid for the period July 1, 2014 to June 30, 2015 contingent upon full compliance will all the Terms and Conditions.

If, through any cause within its control, the GRANTEE shall fail to fulfill in a timely and professional manner the obligations under this Agreement, or if the GRANTEE should violate any of its covenants, provisions or stipulations of this Agreement, the county will have the right to terminate this Agreement by written notice to the GRANTEE and specifying the effective date thereof, at last thirty (30) days prior to the termination date.

Funds issued by the COUNTY to the GRANTEE under this Agreement shall not exceed the amount of \$18,977.00.

THIS AGREEMENT is made effective the 1st day of July, 2014.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TOWNSHIP OF MANTUA

By:
Title:

ATTEST:

TOWNSHIP OF HARRISON

By:
Title:

ATTACHMENT A

PROGRAMATIC REQUIREMENTS

Alliance Programs under the control of the GRANTEE, which make use of funds, issued by this Letter of Agreement will adhere to the scope and purpose of the Governor's Council on Alcoholism and Drug Abuse as outlined in N.J.S.A. 26:2BB-1 et seq. And N.J.A.C. 17:40-1 et seq.

Further, the GRANTEE accepts responsibility of ensuring that programs adhere to those originally outlined by the GRANTEE in the approved 2014 County Alliance Plan.

Variations from the County Alliance Plan with respect to programmatic content,

WITHOUT APPROVAL will make liable the termination of this Agreement.

Changes in programmatic content must be received by the COUNCIL in writing and receive authorization from the State Alliance Coordinator or designee prior to initiation.

In addition, the COUNTY will ensure that any Municipality receiving funds as a GRANTEE derived from this Agreement must:

- demonstrate coordination with the County Office on Alcoholism and Drug Abuse; and
- identify and impact some aspect of the biopsychosocial model; and
- incorporate broad based, community efforts; and
- illustrate a broad base of service as determined by local needs; and
- be used for school or community based prevention, efforts, early intervention services and/or education, support for outreach efforts; and
- be clearly denoted as an alcohol and drug prevention, education and/or education and/or public drug and alcohol awareness activity; and
- deliver a consistent "no use" message to those under legal age limits or other legal provisions indicated by the laws of the State of New Jersey.

PROGRAMMATIC REPORTING

Programmatic reports will include all relevant data on the progress of and adherence to the County Alliance Plan by the GRANTEE. The Format that **must** be used by the GRANTEE in this reporting will be issued by the County or State Alliance Coordinator. GRANTEE monitoring is to be a staff function of the COUNTY. The focus of this monitoring will be the GRANTEE fidelity to the County Alliance Plan with regards to both Fiscal and Programmatic areas.

Programmatic reports shall be forwarded in a timely fashion and must be accompanied by the Fiscal Report to the County. The GRANTEE shall have the option to report on a quarterly basis. Once the reporting basis is selected, the grantee will be required to submit both the Programmatic and Fiscal reports in the same manner. The final report will be a year long summary of financial activities. Payments may be withheld pending receipt/approval of fiscal program reports.

ATTACHMENT B

FISCAL REQUIREMENTS

The GRANTEE (s) shall save and hold harmless the State of New Jersey, Council and the County of Gloucester, its officers, agent representatives, successors, and assigns and from any and all suits, or action of every nature and kind which may be brought for or on account of any injury, death, or damage arising or growing out of the acts of omission of the GRANTEE, their officers, or employees under this agreement.

The GRANTEE, by signing this Letter of Agreement, accepts Fiscal responsibility that all funds issued by this document are used within the scope and context of N.J.S.A. 26:2BB-1 et seq., N.J.A.C. 17:40-1 et seq., and the approved County Alliance Plan by all subsequent GRANTEES.

The COUNTY is required to ensure that all GRANTEE (s) maintain expense and cash status information. The GRANTEE agrees that all funds awarded through this Letter of Agreement should be expended during the agreement period. Moneys carried forward must have the written authorization of the Executive Director of the COUNCIL.

The GRANTEE (s) may incur costs only during the term of the Agreement. Funds obligated, but not disbursed as of the termination or expiration of this Agreement shall be paid within ninety (90) days following the termination or expiration of this agreement.

The GRANTEE realizes that all COUNCIL funding is contingent upon approval of the County Alliance Plan and all required periodic reports. Further, the GRANTEE realizes that continued program involvement by the State of New Jersey and the COUNCIL will be contingent on the availability of funds. The GRANTEE agrees to generate and expend the required 100% match (25% cash and 75% in-kind) for the period of this agreement as outlined in N.J.A.C. 17:40-1 et seq. The GRANTEE(s), who realize revenues from programs funded by this agreement may use those funds to satisfy current matching requirements or to enhance approve Alliance programs. This revenue shall be

reflected in the year end audit submission of the GRANTEE and in all Fiscal reports.

BUDGET CHANGES

Prior approval is required from the State Alliance Coordinator where cumulative transfers among direct cost categories, or if applicable, among separately budgeted programs, projects, functions or activities exceed or are expected to exceed \$500.00 of the current total approved Municipal Alliance Budget. Prior approval is also required for any item or cost not approved in the original approved Municipal Alliance Budget.

The legislative mandate against supplantation of Drug Enforcement Demand Reduction monies will be closely followed and strictly enforced by the COUNCIL.

The GRANTEE will not, under any circumstance, supplant (ie. The use of these funds for any pre-existing resources or services) monetary disbursement made by this agreement. Violations of this stipulation will render this agreement null and void. The COUNCIL reserves the right to forward information of violations to the Office of the Attorney General.

AUDIT REQUIREMENTS

Audit and Cost Principles

GRANTEE is responsible for obtaining audits in accordance with the N.J. Single Audit Policy as established by the N.J. Department of Treasury in OMB Circular Letter 87-11, unless specifically excluded by the following:

- A. Hospitals subject to OME Circular A-110
- B. Colleges and universities that are part of a state entity
- C. GRANTEE (s) receiving less than \$25,000.00 of assistance in a fiscal year Exclusion from the Single Audit Policy will not relieve the GRANTEE of its audit responsibility. The organization will remain subject to audit requirements of the applicable OMB Circular Letter.

GRANTEE remains subject to examination by the COUNTY or the COUNCIL.

The applicable audit policy for the application of audit standards for specific recipients is as follows:

Governmental Recipients:

U.S. Office of Management and Budget Circular A-128 and amendments.

Other Recipients:

Comply in principle with the requirements of OMB Circular A-128, although this document is not specific towards non-governmental agencies.

The GRANTEE is required to forward a copy of the annual audit to the COUNCIL within 180 days of the close of the entity's fiscal year.

For GRANTEE receiving funds the following Federal principles for determining allowable costs have been adopted by the COUNCIL.

- | | |
|------------------------------------|--------------------|
| A) Local Governments | OMB Circular A-87 |
| B) Educational Institutions | OMB Circular A-21 |
| C) Private nonprofit organizations | OMB Circular A-122 |

Other than:

1. institutions of higher education
2. hospitals
3. organizations named in OMB A-122 as not subject to that circular

D. For-profit organizations

Other than;

1. hospitals
2. organizations named in OMB A-122 as not subject to that circular.

GRANTS

The cost principles applicable to a GRANTEE under a grant to the County will not necessarily be the same as those applicable to the County. For example, where the County awards a grant to a private non-profit organization, OMB Circular 122 would apply to

the costs incurred by the non-profit organization, even though OMB Circular A-87 would apply to the county.

FINANCIAL STATUS REPORTING

Funds will be issued under this Letter of Agreement on a cost reimbursement basis. The method of disbursement will be by Gloucester County Purchase Order. The requirements for the issuance of funds will be the **TIMELY SUBMISSION** of the required report of grant expenditures with **PROPER DOCUMENTATION**.

This Report will include all relevant data on the progress of, and adherence to the County Alliance Plan by GRANTEE. The Format that **must** be used by the GRANTEE in this reporting will be issued to the County by the Council Fiscal Officer. All expenditure reports shall be forwarded no later than **15 days** after the close of the reporting period due.

Quarterly reports are due in the County office no later than the following:

(1st quarter) October 15, 2014, (2nd quarter) January 15th 2015, (3rd quarter) April 15, 2015, (4th quarter) July 15, 2015.

REPORT OF GRANT EXPENDITURES

Specific instructions are provided to describe the manner in which the report is to be completed. The purpose of this report is to compare actual expenditures with the pre-approved budget.

- A. Final reports shall be due forty-five days after the expiration or termination of the LOA.
- B. Failure to provide the required reports in the prescribed time frame constitutes grounds for withholding future payments. All expenditure reports must be signed by the GRANTEE financial officer, or by a designated individual in the organization for which authorization has been forwarded to the County. Failure to submit reports when due will constitute grounds for non-compliance with award terms and conditions.

The Expenditure report shall include:

- cost summary of all expenses incurred by the GRANTEE during the reporting period; and
- a cost summary of grant and matching funds incurred by the GRANTEE; and
- all other pertinent fiscal information as may be required by the COUNCIL

The financial status report and the programmatic report will be reviewed to determine the reason and qualitative use of funds, as outlined in the approved County Alliance Plan.

ATTACHMENT C

OTHER COMPLIANCE REQUIREMENTS

The GRANTEE will ensure that funds dispersed through this Letter of Agreement are not used for partisan political activity, or similar activity by any person or organization making use of these programs and/or funds.

The GRANTEE will, and will ensure that all subsequent SUBCONTRACTOR (s) adhere to the following statement:

“No person shall, on the grounds of race, color, national origin, age, sex, religion or handicap be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or in part, by State of New Jersey funds.”

The GRANTEE will, and will ensure all subsequent SUB-CONTRACTORS, conduct all meetings open to the public as indicated in N.J.A.C. 17:40 et seq.

The GRANTEE will, and will ensure that all subsequent SUB-CONTRACTORS adhere to all Federal and State guidelines for a Drug Free Workplace.

The SUB-CONTRACTORS will, and will ensure that all subsequent SUB-CONTRACTORS, participate and cooperate with the COUNTY and COUNCIL for scheduled site visits. The GRANTEE will, when issuing statements, press releases, request for proposals, bid solicitations, and other documents describing projects or programs funded through the Alliance in whole or part, the GRANTEE should clearly state:

1. The percentage of the total costs of the program which will be financed with Alliance funds.
2. The dollar amount of Alliance funds for the project or program; and
3. The percentage and dollar amount of the total cost of the project or program that will be financed by non-governmental sources.

ATTACHMENT D

P.L. 1975, C.127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or sub-contractor, where applicable, will not discriminate against any employee or applicant for employment marital status, sex or handicap. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex handicap or affectional or sexual orientation. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation: selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

The contractor or sub-contractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract for understanding, a notice to be provided by the agency contracting officer advising the labor union or workers, representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or sub-contractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127 as amended and supplemented from time to time.

The contractor or sub-contractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, handicap, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or sub-contractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or sub-contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, handicap, or affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

ATTACHMENT E

GENERAL CONDITIONS OF FUNDING

Any materials developed for distribution, publication or advertisement using DEDR funds shall contain a statement acknowledging the Governor's Council on Alcoholism and Drug Abuse as the source. All such materials, wherever possible, shall have affixed or imprinted the official GCADA Logo.

ALLOWABLE COSTS WITH PRIOR WRITTEN APPROVAL

1. USE OF OUT OF AREA SERVICES – when considering sources for programmatic expenditure, services within the municipality are to be used first, services within the county second, and services within the state third. All attempts are to be made to use the most local resources. Out of county or state resources are unacceptable without written exception from the Governor's Council on Alcoholism and Drug Abuse.

Resources for training are expected to be found in the Municipality or in the County of Contract origination. In the event these resources are unavailable in the Municipality or County then neighboring counties could be used if approved by the State Alliance Staff. Out of state resources will not be approved for Alliance expenditure.

2. EQUIPMENT – is an article of tangible personal property that has a useful life of more than two years and an acquisition cost of \$500.00 or more. Purchases are to be made for the sole purpose of the support and performance of programmatic activities.

ATTACHMENT F
Instructions for completing Reporting of Grant Activity

DEFINITIONS – RE: REPORT OF GRANT ACTIVITY

Reporting Agency and Address – Enter the name of the county and complete mailing address including zip code.

- A. Reporting Period – Enter the month, day and year of the beginning and ending dates for which this report is prepared.
- B. Budget Period – Refer to the Letter of Agreement or latest Modification for this information. The budget period is the period of time for which a project is funded.
- C. Report Number – Reports should be numbered consecutively within the budget period.
- D. Revision of Report Number – Complete this section only if a revised report of sub-grant activity is being submitted.
- E. Final Report – Indicate on this line if the final report of sub-grant activity is being submitted. Final reports are due no later than sixty (60) days after the completion of the budget period.
- F. Name of Participating Municipality – Enter the name of the city, township or other organization that has been awarded funding. Where there is a consortium of two or more Municipalities, indicate the name of the local Agency who will be responsible for the accounting of funding.
- G. Amount Awarded – The amount awarded to each municipality as reflected in the approved county plan.
- H. Funding Disbursed – Is that amount of alliance funding (DEDR) paid to each participating approved municipality. Cash disbursements made can include advance payment, regular installment and/or the reimbursement of expenditures.
- I. Period Expenditures – Enter the total expenditures which relates to the reporting period. This category reflects the expenditure of Alliance Funds (DEDR), Cash Matching Funds and In-Kind match required. Expenditures are defined as the allowable costs associated with approved alliance services provided.
- J. Cumulative Expenditures – Enter the cumulative expenditures from the beginning of the budget period to the end of the reporting period. These figures should be computed by adding the current reporting period expenditures to the prior cumulative expenditures,
- K. Certification – Complete the certification before submitting the report. An unsigned report is unacceptable and will be returned for signature before any future funding will be authorized.

ATTACHMENT G

"Hold Harmless" – The Grantee does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgements arising from or growing out of any injuries, loss or damage sustained by any person or corporations, including employees of the Grantee and property of the Grantee under this Agreement.

Grantee shall maintain general liability, automobile liability, and Workers Insurance in amounts of coverage satisfactory to the County and which shall be in compliance with any applicable requirements of the State of New Jersey. Grantee shall deliver certifications of said Insurance to County.

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

Certificate of Availability of Funds

TREASURER'S NO. 14-08916

DATE 10/16/14

BUDGET NUMBER - CURRENT YR _____ B _____

DEPARTMENT Disability

02-14-385-331-20399

AMOUNT OF CERTIFICATION 18,979

COUNTY COUNSEL Anthony F. Fiske

DESCRIPTION: Services provided in accordance with the letter of Agreement with the Townships of Mantua/Harrison for the provision of Municipal Alliance to prevent alcoholism and drug abuse for the FY beginning July 1, 2014 and ending June 30, 2015.

VENDOR: Mantua Township

ADDRESS: 401 Main St.

Mantua NJ 08051

[Signature]
DEPARTMENT HEAD APPROVAL

APPROVED

[Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 10-17-14

11/15/14 January
Meeting

E.R.

**RESOLUTION AUTHORIZING AN AGREEMENT WITH THE NJ DEPARTMENT OF
COMMUNITY AFFAIRS FOR RECEIPT OF THE UNIVERSAL SERVICE FUND CWA
ADMINISTRATION GRANT FOR THE STATE PROGRAM YEAR 2015 IN THE
AMOUNT OF \$7,094.00**

WHEREAS, the State of New Jersey created the Universal Service Fund program to help make energy bills more affordable for low income customers; and

WHEREAS, the New Jersey Department of Community Affairs has informed the County that it will receive the Universal Service Fund - CWA Administration Grant in the amount of \$7,094.00; and

WHEREAS, the grant provides funds for the County, through its Division of Social Services, to administer the intake and eligibility determination of prospective beneficiaries of the Fund, including the accurate input of verified client information into the Family Assistance Management Information System; and

WHEREAS, receipt of the funds requires the execution of Grant/Loan Agreement #2015-05134-0043-00 for the CWA Administration Program Year 2015 in the amount of \$7,094.00; and

WHEREAS, receipt of the grant funds would be beneficial to income eligible residents of Gloucester County.

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

1. That the Freeholder Director is hereby authorized to sign, and the Clerk of the Board is hereby authorized to attest to, any documents necessary to enter into the Grant/Loan Agreement #2015-05134-0043-00 with the New Jersey Department of Community Affairs for receipt of the Universal Service Fund CWA Administration Grant for the Program Year 2015 in the amount of \$7,094.00.
2. That the Board of Chosen Freeholders hereby confirms that it shall comply with all applicable terms, conditions and requirements of the granting authority as set forth 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 Tuesday, November 25, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO BOX 806
TRENTON, NJ 08625-0806

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

RICHARD E. CONSTABLE, III
Commissioner

October 10, 2014

[Via Email: rdamminger@co.gloucester.nj.us]
The Honorable Robert M. Dammingier
Freeholder Director, Gloucester County
2 South Broad Street
Woodbury, NJ 08095-4604

Dear Freeholder Director Dammingier:

On behalf of governor Chris Christie and the New Jersey Department of Community Affairs, I am pleased to inform you that Gloucester County will receive a Universal Service Fund - CWA Administration grant of \$7,094. This award will provide funds to administer the intake and eligibility determination of prospective beneficiaries of the Universal Service Fund, including the accurate input of verified client information into the Family Assistance Management Information System.

Provision of such financial assistance is subject to appropriate execution of a grant/loan agreement with the Department and compliance by Gloucester County with the terms, conditions and requirements set forth therein. Expenditures incurred prior to receipt of the executed grant agreement are incurred solely at the risk of the grant recipient should funding not be available to support this award. If you have any questions regarding this funding, please do not hesitate to contact the Department of Community Affairs' Division of Housing and Community Resources at (609) 984-6670.

I would like to extend my best wishes for this most worthwhile project and its successful completion.

Sincerely,

Commissioner

Spissell, Tamela (Tami)

From: Ekhelar, Fidel <Fidel.Ekhelar@dca.nj.gov>
Sent: Thursday, October 16, 2014 10:08 AM
To: Spissell, Tamela (Tami)
Subject: Documents for Resolution
Attachments: Gloucester County USF CWA.doc

Tami

The information you requested are attached herewith.



Grant #: 2015-05134-0043-00
Grantee: Gloucester County
Status: Grant Contract Electronic Document Creation
Access Level: Grant Administrator

Start Menu | Admin | RFP Menu | Grant Menu | User: Fidel Ekhelar | Help | Notes | Logout

VIEW/EDIT GRANT INFORMATION

Go to Start Menu **Instructions:** Please complete the information below. For further instructions, please click the **Help** icon in the upper right hand corner of the page.

Go to Application Menu

Go to Grant Status History

Grant Information

<p>Grantee: Gloucester County</p> <p>Vendor #: 216000560-99</p> <p>Program: Universal Service Fund - CWA Administration 2015</p> <p>Program Year: 2015</p>	<p>Grant Number: 2015-05134-0043-00</p> <p>Grant Term: 7/1/2014 - 6/30/2015</p> <p>Award Amount: \$7,094.00</p> <p>GO's: View</p>
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Contacts

General Information | Work Plan | Report Periods | Contract Information | Grant Conditions

Grant Information Edit

Grant Title	2015 Universal Service Fund CWA Administration
Grant Description Complete this sentence: This award will provide funds...	to administer the intake and eligibility determination of prospective beneficiaries of the Universal Service Fund, including the accurate input of verified client information into the Family Assistance Management Information System.
Term Begin Date	7/1/2014
Term End Date	6/30/2015
Legal Approval Required?	
Legal Approval Date	
Legal Approval Upload (Upload File)	

Edit

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Thanks.

*Fidel E. Ekhelar
NJ Department of Community Affairs
Office of Home Energy Assistance
101 S. Broad Street, 5th Floor,*

*P. O. Box 811
Trenton, NJ 08625-0811
(609) 292-4073 (Direct Line)
(609) 292 9798 (Fax)*

This memorandum contains advisory, consultative and deliberative material and is intended only for the person(s) named as recipient(s).

**GRANT/LOAN AGREEMENT:
PROGRAM: USF CWA Administration 2015
GRANTEE: Gloucester County**

Scope of Services

1. The County of Gloucester, through its County Welfare Agency, (hereafter, the Grantee) shall administer and perform the obligations set forth in this grant agreement with the New Jersey Department of Community Affairs (hereafter, the Department) in accordance with the Electric Discount and Energy Competition Act, N.J.S.A. 48:3-49 et seq. (EDECA or the Act).
2. The Grantee shall use up to \$7,094.00 of grant funds provided under this agreement to:
 - a. Process all requests for Low Income Home Energy Assistance (LIHEAP) check replacements generated through the Family Assistance Management Information System (FAMIS).
 - b. Respond to Client Inquiries regarding the Low Income Energy Assistance Program (LIHEAP) and the Universal Service Fund (USF) and refer clients to the local Community Based Organization administering the Universal Assistance Program Home Energy Assistance program (USFHEA) when updates to the USFHEA database system files are needed.
 - c. Encode the FAMIS document of each applicant for Heating Living Arrangement (a benefits scale that takes into consideration the household's fuel type, income, size, and geographic heating region), including the utility company and account number.
 - d. Review the LIHEAP/USF non-select report, which provides a list of active FAMIS recipients who do not meet the selection criteria for automatic consideration for benefits, generated before the USF season for accuracy and, if file documentation indicates the case was inappropriately non-selected, correct the FAMIS case prior to the first USF automatic processing run.
3. A 100% advance payment of grant funds shall be released to the County upon execution of this agreement.
4. An annual report of activities, collected from the USF/HEA system, will be compiled from the previous year data for the purpose of determining each agency's allocation.

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**RESOLUTION AUTHORIZING A CONTRACT WITH THE NEW JERSEY
DEPARTMENT OF HUMAN SERVICES, DIVISION OF DISABILITY SERVICES, FOR THE
RENEWAL OF THE PERSONAL ASSISTANCE SERVICES PROGRAM GRANT FROM
JANUARY 1, 2015 TO DECEMBER 31, 2015 IN THE AMOUNT OF \$435,000.00**

WHEREAS, there is a need for the County of Gloucester to enter into a contract with the New Jersey Department of Human Services, Division of Disability Services for renewal of the Personal Assistance Services Program (PASP) Grant, to continue to providing personal assistance to New Jersey residents between the ages of 18 and 70 who have chronic physical disabilities; and

WHEREAS, recipients of PASP services are required to be employed in paid occupations, receiving training or education related to employment and/or are actively participating in community based volunteer positions; and

WHEREAS, PASP is a "Cash Model Program," with a County Coordinator and a fiscal intermediary, Community Access Unlimited (CAU), by which recipients manage their personal care services through the receipt of a cash allowance. The consumers hire their own assistants and are reimbursed through CAU; and

WHEREAS, the grant is for the total amount of \$435,000.00 from January 1, 2015 through December 31, 2015 and will be allocated as follows:

\$43,500.00 or 10% Administrative Fee Paid to the County;
\$39,150.00 or 10% Administrative Fee Paid to CAU;
\$352,350.00 or 80% Direct Service for funds placed with CAU; and

WHEREAS, the County's Department of Health, Senior and Disability Services, Division of Disability Services has reviewed all data supplied in the application renewal and in its attachments, and certifies to the Board of Chosen Freeholders that all data contained in the application and attachments are true and correct, including, but not limited to, an annualized action plan and spending plan; and

WHEREAS, the Board of Chosen Freeholders understands and agrees that any grant received as a result of the application renewal will be subject to the grant conditions and other policies, regulations and rules issued for the administration of grant projects; and

WHEREAS, the County's Department of Health, Senior and Disability Services, Division of Disability Services, shall be responsible for grant implementation.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute, and the Clerk of the Board is hereby authorized to attest to, the signing of any documents necessary to enter into a contract with the New Jersey Department of Human Services, Division of Disability Services, for the renewal of the Personal Assistance Services Program Grant from January 1, 2015, to December 31, 2015, in the amount of \$435,000.00; and

BE IT FURTHER RESOLVED, that in the event additional funding is awarded as a result of the failure of other eligible counties to apply; all such additional funding will be utilized on a program of PASP for the fiscal year 2015 in accordance with Grant requirements and all other conditions of this application; and

BE IT FURTHER RESOLVED, that any funding by the County is subject to approval of the 2015 Gloucester County Budget.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Tuesday, November 25, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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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: November 7, 2014

1. TYPE OF GRANT

 NEW GRANT
 X RENEWAL/CONTINUATION-
PREVIOUS YR. BUDGET NUMBER 14ARHS

2. GRANT TITLE: Personal Assistance Services Program (PASP)

3.

4. GRANT TERM: FROM: 1/01/15 TO: 12/31/15

5. COUNTY DEPARTMENT: Department of Health, Senior and Disability Services

6. DEPT. CONTACT PERSON & PHONE NUMBER: Leona Mather 384-6889

7. NAME OF FUNDING AGENCY: NJ Department of Human Services – Division of Disability

8. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): RESOLUTION AUTHORIZING THE COUNTY TO APPLY TO AND TO ENTER INTO AN AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES, DIVISION OF DISABILITY SERVICES FOR THE RENEWAL OF THE PERSONAL ASSISTANCE SERVICES PROGRAM GRANT FROM JANUARY 1, 2015 TO DECEMBER 31, 2015 IN THE AMOUNT OF \$435,000.00

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

NAME	AMOUNT	NAME	AMOUNT
<u>Diann DiLaurentis</u>	<u>43,500</u>		

10. TOTAL SALARY CHARGED TO GRANT: \$ 43,500

11. INDIRECT COST (IC) RATE: _____%

BUDGET AMENDMENT FORM

INCLUDE GRANT AGREEMENT AND/OR COMMITMENT LETTER, ATTACH (AMENDED) BUDGET PAGE WITH COUNTY BUDGET EXPENEDITURE EXPLANATIONS (C-2 FORM) AND CODE NUMBER (PER BUDGET MANUAL).

DATE: November 7, 2014

1. GRANT TITLE: Personal Assistance Services Program (PASP)
2. DEPARTMENT: Health, Senior and Disability Services – Division of Disability
3. GRANT ID NUMBER: STATE: 15ARHS

FEDERAL: _____

4. FUNDING AGENCY CONTACT PERSON: Joan Van Gilson, Contract Administrator

5. FUNDING AGENCY PHONE NUMBER: 609-984-5233

6. GRANT AMOUNT: 43,500.00

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

B. IN-KIND MATCH: _____

C. MODIFICATION AMOUNT: _____

D. NEW TOTAL: 43,500.00

8. CONTRACT PERIOD: FROM: 1/1/15 TO: 12/31/15

9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE: _____

REIMBURSEMENT: MONTHLY: X

QUARTERLY: _____

END OF CONTRACT: _____

OTHER (EXPLAIN) _____

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

LIST DATES REPORTS ARE DUE: 3/31/15; 6/30/15; 9/30/15; 12/31/15

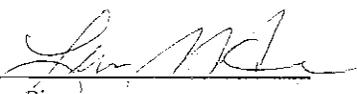
11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES _____ NO _____
(IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING SENT OUT FOR RFP'S)

12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES _____ NO _____
EXPLAIN: _____

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: _____

RESOLUTION AUTHORIZING THE COUNTY TO APPLY TO AND TO ENTER INTO AN AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES, DIVISION OF DISABILITY SERVICES FOR THE RENEWAL OF THE PERSONAL ASSISTANCE SERVICES PROGRAM GRANT FROM JANUARY 1, 2015 TO DECEMBER 31, 2015 IN THE AMOUNT OF \$435,000.00

14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL? YES _____ X _____ NO _____

DEPARTMENT HEAD: 
Signature

DATE: November 7, 2014

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

PASP

101 PERSONNEL

Salary for one employee:
Diann DiLaurentis

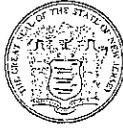
Total \$43,500

FORM C-2

SUBMISSION DATE: 11/07/14

REVISION DATE:

DEPARTMENT: Department of Health, Senior and Disability Services
Division of Disability Services



State of New Jersey
DEPARTMENT OF HUMAN SERVICES
PO Box 705
TRENTON, NJ 08625-0705

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

DIVISION OF DISABILITY SERVICES

JENNIFER VELEZ
Commissioner

JOSEPH M. AMOROSO
Director

October 17, 2014

Leona G. Mather, Director
Gloucester County Division of Education/Disability
115 Budd Boulevard
West Deptford, NJ 08096

Re: Contract #15ARHS

Dear Ms. Mather:

I am writing you concerning the renewal of your agency's contract for the administration of the Personal Assistance Services Program (PASP) in Gloucester County.

The total 2015 PASP administrative allocation for Gloucester County is \$43,500.00 for the period of January 1, 2015 through December 31, 2015. Please use this amount on your 2015 PASP contract documents.

Community Access Unlimited, Inc. (CAU) will receive \$39,150.00 or 10% Administrative Funds and \$352,350.00 or 80% Direct Service for Consumers which will be held at CAU.

Please adhere to the updated Policy Circular P2.01, Department of Human Services' Standard Language Document for Social Service and Training Contract dated June 10, 2010 with an effective date of July 1, 2010.

Your attention is directed to Policy Circular P1.01 promulgated July 20, 2009. This policy governs documents and conditions required for processing, executing and documenting a DHS Third Part Contract. **The Required Contract Documents Checklist indicates the required documents you must submit in their entirety for the contract to be executed. This form needs to be completed, signed, and returned ensuring your contract package includes all the required documents on the checklist.**

The complete contract renewal package should be returned by December 31, 2014 to:

Joan Van Gilson, Contract Administrator
NJ Department of Human Services
Division of Disability Services
P.O. Box 705
Trenton, New Jersey 08625-0705

Following the approval of the renewal package by the Division of Disability Services, your agency will be issued payments according to your Schedule of Estimated Claims.

We anticipate that your continued partnership with the Division through the Personal Assistance Services Program will help enhance the provision and delivery of quality services rendered to your consumers.

Sincerely,

A handwritten signature in cursive script, appearing to read "Joseph M. Amoroso", with a long horizontal flourish extending to the right.

Joseph M. Amoroso
Director

c: Carolyn Selick
Joan Van Gilson
Walter Baranowski
Jeffrey Bernard

**New Jersey Department of Human Services
Division of Disability Services**

Joseph M. Amoroso, Director, 609-631-2450

Carolyn Selick, PASP Administrator, 609-631-2452

Jeffrey Bernard, Assistant CFO, 609-631-2462

Joan Van Gilson, Contract Administrator, 609-631-2459

STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES

SUBJECT: Department of Human Services' Standard Language Document for Social Service and Training Contracts

EFFECTIVE: This policy circular shall become effective on July 1, 2010 and shall be implemented as new Contracts commence or existing Contracts are renewed thereafter.

PROMULGATED: June 30, 2010

SUPERSEDES: Policy Circular P2.01, Department of Human Services' Standard Language Document for Social Service and Training Contracts promulgated July 20, 2009.

I. SCOPE

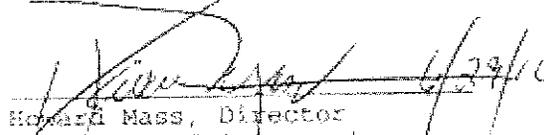
This policy circular applies to all Contracts.

II. POLICY

- A. The Standard Language Document, Attachment 1, establishes non-negotiable obligations, responsibilities, rights and relationships of the Contract parties. Programmatic and fiscal differences among Contracts are contained in the Contract Annex (cs).
- B. Contracts with effective dates on or after July 1, 2010, shall use this document.

Issued by:


Diane Zompa
Chief of Staff
Department of Human Services


Howard Mass, Director
Office of Administration

DEPARTMENT OF HUMAN SERVICES

INITIAL REQUIRED CONTRACT DOCUMENTS CHECKLIST

Instructions: The Departmental Component is to:

- check off all of the required documents the provider agency needs to submit (or have available for an onsite review, if noted);
- send a copy of this form to the provider agency for signature and return along with the required documents;
- document and monitor the compliance status of the submissions by completing the last four columns; and
- assure this form is completed annually as part of the preparation of a contract package.

Contract # 15 ABHS

Contract Agency: Gloucester County Division of Disability Services

Contract Term 01/01/2015 -12/31/2015

Provider Agency's authorized signatory: [Signature]

Departmental Component _____

DHS Reviewer & Title _____

Compliance status-for DHS completion

Required Documents	Agency needs to provide to DHS only if checked	Check if the document submitted is on file and in compliance	Check if NOT in compliance or add other comments	Check if document is to be reviewed at the Agency. Include date when reviewed Onsite	N/A
DHS Award letter	X				
A Letter /list containing DHS contact persons	X				
A copy of the Required Contract Documents Checklist	X				
Two Standard Language Documents	X				
A Signed/dated N.J.S.A.52:34-13.2 Certification form (Formerly Executive Order 129)	X				
A Signed/Dated P.L. 2005, Chapters 51 & 271 & Executive Order 117.					
Annex B, B-2 or Budget Summary	X				
Annex A or Annex A Update	X				
Performance Outputs/Outcomes	X				
Copy of Insurance Declaration Page(s) and/or Malpractice Insurance	X				
Copy of Certificate of Incorporation					
Board Resolution form with authorized Signatories	X				
Board Resolution/DHS forms for match responsibilities					
A dated current Board Members list	X				
A copy of all applicable licenses					
A list of all contracts and grants (if not on the Annex B)	X				
A organizational structure chart	X				
A copy of the Personnel Manual or Employee Handbook					
Copy of the Certification of Employee Information Report or recent completed Employee Information Report- AA302 form					
Copy of the Provider's Affirmative Action Policy					
Copy of the Conflict of Interest Policy					
Copy of Provider Agency's By-Laws					
A Signed/dated Business Associate Agreement (BAA), if applicable	X				
Copy of all local certificates of occupancy					
Copy of Lease or Mortgage (s)					
Copy of the Annual Report to the Secretary of State					
Copy of the State of NJ Business Registration					
Copy of the Annual Report-Charitable Organization					
Copy of the latest Audit	X				
Copy of Tax Exempt Form 990					
Copy of U.S. Corporation Income Tax Return , form 1120					
Copy of Procurement Policy					
Current Equipment Inventory					
Copy of Subcontracts/Consultant agreements					
Copy of signed Payment Schedule, if applicable	X				
Reports:					
Programmatic					
Fiscal					
Close out					
Other Departmental Component-specific documents (D.C. is to specify documents):					

STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES

STANDARD LANGUAGE DOCUMENT
FOR SOCIAL SERVICE AND TRAINING CONTRACTS

This CONTRACT is effective as of the date recorded on the signature page between the Department and the Provider Agency identified on the signature page.

WHEREAS the New Jersey Department of Human Services (the "Department") has been duly designated under the authority of N.J.S.A. 30:1A-1, 30:1-11, 30:1-12, and 30:1-20 to administer or supervise the administration of social service and training programs and has, in turn, designated the Departmental Component to be directly responsible for the funding, implementation and administration of certain social service and training programs, including the program(s) covered by this Contract; and

WHEREAS the Department desires that the Provider Agency provide services and the Provider Agency has agreed to provide services in accordance with the terms and conditions contained in this Contract;

THEREFORE the Department and the Provider Agency agree as follows:

I. DEFINITIONS

For the purposes of this document, the following terms, when capitalized, shall have meanings as stated:

Additional Insured means an endorsement to an insurance policy extending the coverage to the State of New Jersey against loss in accordance with the terms of the policy. Designating the State as an additional insured permits the Department to pay the premium should the insured fail to do so.

Annex (es) means the attachment(s) to this document containing programmatic and financial information.

Consumer means an individual receiving services from or funded in whole or in part by DHS or one of its departmental components.

Contract means this document, the Annex (es), any additional appendices or attachments (including any approved assignments, subcontracts or modifications) and all supporting documents. The Contract constitutes the entire agreement between the parties.

Contractor means the person or entity entering into this contract with DHS or one of its departmental components.

Department means the New Jersey Department of Human Services. It means, where appropriate from the context, the division, commission, bureau, office, unit or other designated component of the Department of Human Services responsible for the administration of particular Contract programs.

Departmental Component means the divisions, bureau, commissions, office or other unit within the Department responsible for the negotiation, administration review, approval, and monitoring of certain social service or training Contracts.

Expiration means the cessation of the Contract because its term has ended.

Notice means an official written communication between the Department and the Provider Agency. All Notices shall be delivered in person or by certified mail, return receipt requested, and shall be directed to the persons and addresses specified for such purpose in the Annex(es) or to such other persons as either party may designate in writing.

The Notice shall also be sent by regular mail and shall be presumed to have been received by the addressee five Days after being sent to the last address known by the Department.

Provider Agency means the person or entity entering into this contract with DHS or one of its departmental components.

Subcontractee means the legal entity that enters into a Contractual arrangement with a Contractee (Contracted Provider Agency) or another Subcontractee, no matter how many interceding administrative Tiers (levels) separate the parties.

Termination means an official cessation of this Contract, prior to the expiration of its term, that results from action taken by the Department or the Provider Agency in accordance with provisions contained in this Contract.

II. BASIC OBLIGATIONS OF THE DEPARTMENT

Section 2.01 Payment. As established in the Annex (es), payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered. Such payment(s) shall be authorized by the Department in accordance with the time frames specified in the Annex (es). Total payments shall not exceed the maximum Contract amount, if any, specified in the Annex (es). All payments authorized by the Department under this Contract shall be subject to revision on the basis of an audit or audits

conducted under Section 3.13 Audit or on the basis of any Department monitoring or evaluation of the Contract.

Section 2.02 Referenced Materials. Upon written request of the Provider Agency, the Department shall make available to the Provider Agency copies of federal and State regulations and other material specifically referenced in this document.

III. BASIC OBLIGATIONS OF THE PROVIDER AGENCY

Section 3.01 Contract Services. The Provider Agency shall provide services to eligible persons in accordance with all specifications contained in this Contract.

Section 3.02 Reporting. The Provider Agency shall submit to the Department programmatic and financial reports on forms provided by the Department. The reporting frequency and due date(s) are specified and sample forms to be used are included in the Annex (es), or otherwise made available by the Departmental Component.

Section 3.03 Compliance with Laws. The Provider Agency agrees in the performance of this Contract to comply with all applicable federal, State and local laws, rules and regulations (collectively, "laws"), including but not limited to the following: State and local laws relating to licensure; federal and State laws relating to safeguarding of client information; the federal Civil Rights Act of 1964 (as amended); P.L. 1975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et seq.) and associated executive orders pertaining to affirmative action and nondiscrimination in public contracts; the federal Equal Employment Opportunity Act; Section 504 of the federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of handicap, and regulations thereunder; the Americans With Disabilities Act (ADA), 42 U.S.C. 12101 et seq. Failure to comply with the laws, rules and regulations referenced above shall be grounds for Termination of this Contract for cause.

If any provision of this Contract shall conflict with any federal or State law(s) or shall have the effect of causing the State to be ineligible for federal financial participation in payment for Contract services, the specific Contract provision shall be considered amended or nullified to conform to such law(s). All other Contract provisions shall remain unchanged and shall continue in full force and effect.

Section 3.04 Business Associate Agreements and State Confidentiality Statutes. DHS is a covered entity pursuant to the Health Insurance Portability and Accountability of 1996, 42 U.S.C.A. §1320d et seq. (HIPAA); 45 CFR Parts 160 and 164. Before a Provider Agency obtains or is permitted to access to, create, maintain or store Protected Health Information (PHI) as part of its responsibility under this contract, the Provider Agency shall first execute a Department of

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Human Services Business Associate Agreement (BAA). A Provider Agency, whose work under this Contract does not involve PHI is not required to execute a BAA. DHS shall have the sole discretion to determine when a Provider Agency's work will involve PHI. Protected Health Insurance shall have the same meaning as in 45 CFR 160.103.

Provider Agencies that enter any subcontract where the work for ~~the subcontract involves a Consumer's PHI shall require its~~ subcontractor to execute a BAA that meets all the requirements of HIPAA, including those in 45 CFR 164.504(e). A standard form of BAA is available for Provider Agency's use from the Department. If the BAA is breached by the Provider Agency, or its subcontractor, the Provider Agency shall notify the Department within 24 hours of the breach. The Department may, in its sole discretion and at any time, request a BAA compliance audit or investigation of the Provider Agency or its subcontractor with which the Provider Agency has entered into a BAA. The Provider Agency shall cooperate with all Department requests for a BAA compliance audit and/or investigation and shall require that its subcontractor cooperate with all Departmental requests for BAA compliance audits and investigations.

In addition to the confidentiality requirements of HIPAA if applicable, a Provider Agency shall maintain the confidentiality of all certificates, applications, records and reports ("Records") that directly or indirectly identify any consumer and shall not disclose these records except where disclosure is consistent with applicable DHS regulations, the BAA, if any, and is:

1. to the consumer, or his or her legal guardian, if any, or if the consumer is a minor, to the consumer's parent; or
2. necessary to carry out the work of this Contract;
3. in response to a proper inquiry for information, but not Records, as to the consumer's current medical condition to any relative, friend, or to the consumer's personal physician or attorney, if it appears that the information is to be used directly or indirectly for the benefit of the consumer; or
4. relevant to a consumer's current treatment and is being disclosed to the staff of another community agency, screening service, short-term care or psychiatric facility.

Section 3.05 Business Registration. According to P.L. 2001, c. 134 (N.J.S.A. 52:32-44 et seq.) all profit and non-profit corporations (domestic and foreign), as well as, all limited partnerships, limited liability companies, and limited liability partnerships must submit annual reports and associated processing fees (annual business registration) to the Division of Revenue, Department of the Treasury commencing with the year after they file for their Certificate of Incorporation with the State of New Jersey. No State agency (the Department) may Contract with a Provider Agency if the Provider has not filed for its incorporation papers or filed its annual business registration. Furthermore, no Provider Agency that Contracts with the Department shall enter into any subcontract unless the subcontractor

can demonstrate that it is incorporated in the State of New Jersey or its annual business registration is current. Failure to comply with this paragraph or the citation referenced above shall be grounds for the Department to Terminate this Contract for cause.

Section 3.06 Set-Off for State Tax and Child Support. Pursuant to N.J.S.A. 54:49-19, if the Contractor is entitled to payment under the contract at the same time as it is indebted for any State tax (or is otherwise indebted to the State) or child support, the State Treasurer may set off that payment by the amount of the indebtedness.

Section 3.07 Source Disclosure. N.J.S.A. 52:34-13.2 that codified Public Law 2005, c.92 and Executive Order 129 requires when submitting a Request for Proposals and/or contract, the Provider Agency shall submit as part of their proposal and/or contract Certification listing where their contracted services will be performed and if the contracted services, or an portion thereof, will be subcontracted and where any subcontracted services will be performed.

Any changes to the information submitted in the Source Disclosure Certification during the term of the contract must be immediately reported to the Director of the Division of Purchase and Property and to the departmental component within the Department for whom the contracted services are being performed. A Service Provider that shifts its activities outside the United States and its constituent Commonwealths and territories without prior written affirmation by the Director attesting to the fact that extraordinary circumstances required the shift or that the failure to shift the services would result in the infliction of economic hardships to the State of New Jersey, shall deemed to be in breach of contract which would be subject to termination by the Department.

Section 3.08 Contractor Certification and Disclosure of Political Contributions. N.J.S.A. 19:44A-20.13-20.25 that codified Public Law 2005, Chapter 51 and Executive Order 134, and Executive Order 117 require that any for-profit agency that seeks or contracts to provide services in the amount of \$17,500 or more must submit to the Department the Certification and Disclosure of Political Contribution forms. This form includes a certification that the business entity has not, during certain specified time frames, solicited or made any contribution of money, pledge of reportable contributions, including in-kind contributions, to any candidate committee and/or election fund of the Governor or Lieutenant Governor, any legislative leadership committee or any State, county or municipal political party committee. The form also requires disclosure of any of the above referenced reportable contributions made by the business entity, its principals, officers, partners, directors, spouses, civil union partners and resident children.

If awarded a contract, the Contractor/Bidder will, on a continuing basis, continue to report any Contribution it makes during the term of

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the contract, and any extension(s) thereof. Failure to do so will result in termination of the contract and could result in the debarment from public contracting of the Contractor/Bidder for a period of up to five years.

Non-profit organizations are exempted from the requirements of Section 3.08

Section 3.09 Contract Certification and Political Contribution Disclosure Form. The Provider Agency is advised of its responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c.271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the Provider Agency's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us/.

Section 3.10 Affirmative Action. During the performance of this Contract, the contractor (Provider Agency) agrees as follows:

The Provider Agency and its subcontractor, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender or disability.

The Provider Agency will also take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender or disability. Such action shall include, but not be limited to the following: employment; promotion; demotion; or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and, selection for training, including apprenticeship. The Provider Agency agrees to post in conspicuous places that are readily available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The Provider Agency or subcontractor shall state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender or disability.

The Provider Agency or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a

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notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this Act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Provider Agency or subcontractor agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The Provider Agency or subcontractor agrees to make a good faith attempt to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Division of Contract Compliance & EEO pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The Provider Agency or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender or disability, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Provider Agency or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The Provider Agency and subcontractor agree to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender or disability, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Provider Agency and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of

Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 (N.J.A.C. 17:27).

Section 3.11 Department Policies and Procedures. In the administration of this Contract, the Provider Agency shall comply with all applicable policies and procedures issued by the Department including, but not limited to, the policies and procedures contained in ~~the Department's Contract Reimbursement Manual~~ (as from time to time amended) and the Department's Contract Policy and Information Manual (as from time to time amended). Failure to comply with these policies and procedures shall be grounds to terminate this Contract.

Section 3.12 Financial Management System. The Provider Agency's financial management system shall provide for the following:

- (a) accurate, current and complete disclosure of the financial results of this Contract and any other contract, grant, program or other activity administered by the Provider Agency;
- (b) records adequately identifying the source and application of all Provider Agency funds and all funds administered by the Provider Agency. These records shall contain information pertaining to all contract and grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income;
- (c) effective internal control structure over all funds, property and other assets. The Provider Agency shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;
- (d) comparison of actual outlays with budgeted amounts for this Contract and for any other contract, grant, program or other activity administered by the Provider Agency;
- (e) accounting records supported by source documentation;
- (f) procedures to minimize elapsed time between any advance payment issued and the disbursement of such advance funds by the Provider Agency; and
- (g) procedures consistent with the provisions of any applicable Department policies and procedures for determining the reasonableness, allowability and allocability of costs under this Contract.

Section 3.13 Audit. The Department requires timely submission of the Provider Agency's annual organization-wide audit. Non-compliance will be grounds for termination.

Audits shall be conducted in accordance with Policy Circular P7.06, Audit Requirements, Generally Accepted Auditing Standards as specified in the Statements on Auditing Standards issued by the American Institute of Certified Public Accountants; Government Auditing Standards issued by the Comptroller General of the United States and the Single Audit Act Amendments of 1996 (The Single Audit Act); Office of Management and Budget Circular A-133, Audits of States, Local Governments and Non-Profit Organizations and New Jersey OMB Circular 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid.

At any time during the Contract term, the Provider Agency's overall operations, its compliance with specific Contract provisions, and the operations of any assignees or subcontractors engaged by the Provider Agency under Section 5.02 Assignment and Subcontracts may be subject to audit by the Department, by any other appropriate unit or agency of State or federal government, and/or by a private firm or firms retained or approved by the Department for such purpose.

Whether or not such audits are conducted during the Contract term, a final audit of Contract operations, including the relevant operations of any assignees or subcontractors, may be conducted after Contract Termination or Expiration.

The Provider Agency is subject to audit up to four years after Termination or Expiration of the Contract. If any audit has been started but not completed or resolved before the end of the four-year period, the Provider Agency continues to be subject to such audit until it is completed and resolved.

Section 3.14 Federal Davis-Bacon Act and New Jersey Prevailing Wage Act. Any Department Contract containing federal funds in excess of \$2,000 utilized for the construction, alteration, renovation, repair or modification of public works or public buildings to which the federal government is a party, or any contract for similar work on public works financed with federal funds must comply with the federal Davis-Bacon Act, 40 U.S.C. section 276a et seq. The Davis-Bacon Act requires that the contractor must pay the prevailing wages to each designated worker class engaged under the contract at wage rates determined by the U.S. Secretary of Labor.

In addition, any State funds in excess of \$2,000 utilized through a subsequent Provider Agency contract or subcontract for any public work in which the Department is a party, or for public work to be done on property or premises leased or to be leased by the Department shall comply with the NJ Prevailing Wage Act, N.J.S.A. 34:11-56.27. Such contracts or subcontracts shall contain a provision stating that the prevailing wage rate, as designated by the New Jersey Commissioner of Labor, must be paid to all designated classes of workers employed through said contracts or subcontracts. The Provider Agency must

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determine if the New Jersey Prevailing Wage Act applies and follow all directives per N.J.S.A. 34:11-56 et seq.

Section 3.15 Contract Closeout. The Provider Agency shall comply with all requirements of Policy Circular P7.01, Contract Closeout, including the timely submittal of the Final Report of Expenditures and any other financial or programmatic reports required by the Department. ~~All required documentation is due within 120 Days of Contract Expiration, Non-renewal or Termination.~~

IV. Expiration, Non-Renewal and/or Termination

The Department may in accordance with the sections below allow a Contract to expire and or not be renewed.

Section 4.01. The Department or Provider Agency may let this Contract expire at the end of the contract term upon 60 Days' advance written Notice to the other party for any reason whatsoever, including lack of funding by the Department. In the case of contract awards that are made on a time limit basis (i.e. Federal Grant, Special Appropriation; one time funding to support a program), the 60 day notice is not required.

Section 4.02 Contract Settlement. When a Contract has expired under any section of Article IV of this Contract or Policy Circular P9.05, Contract Default, the Provider Agency shall be prohibited from incurring any additional obligations of Contract funds. The Department may allow costs that the Provider Agency could not reasonably avoid during the Expiration process to the extent that said costs are determined to be necessary and reasonable.

The Provider Agency and Department shall settle or adjust all accounts in a manner specified by the Department and shall be subject to a final audit under Section 3.13 Audit.

The Department may terminate or suspend this Contract in accordance with the sections listed below.

Section 4.03 Default and Termination for Cause. If the Provider Agency fails to fulfill or comply with any of the terms or conditions of the Contract, in whole or in part, the Department may by Notice place the Provider Agency in default status, and take any action(s) listed in accordance with Department Policy Circular P9.05, Contract Default. Notice shall follow the procedures established in the Policy Circular.

The above notwithstanding, the Department may immediately upon Notice terminate the Contract prior to its expiration, in whole or in part, whenever it is determined that the Provider Agency has jeopardized the safety and welfare of the Department's clients, materially failed to comply with the terms and conditions of the

Contract, or whenever the fiscal or programmatic integrity of the Contract has been compromised. The Notice of Termination shall state the reason for the action(s); the Provider Agency's informal review options, time frames and procedures; the effective date of the Termination; and the fact that a request for a review of the decision for action(s) does not preclude the determined action(s) from being implemented.

Section 4.04 Termination by the Department or Provider Agency.

The Department or Provider Agency may terminate this Contract upon 60 Days' advance written Notice to the other party for any reason whatsoever, including lack of funding by the Department.

The parties expressly recognize and agree that the Department's ability to honor the terms and conditions of this Contract is contingent upon receipt of federal funds and/or appropriations of the State legislature. If during the term of this Contract, therefore, the federal and/or the State government reduces its allocation to the Department, the Department reserves the right, upon Notice to the Provider Agency, to reduce or terminate the Contract.

Section 4.05 Termination Settlement. When a Contract is terminated under any section of Article IV of this Contract or Policy Circular P9.05, Contract Default, the Provider Agency shall be prohibited from incurring additional obligations of Contract funds. The Department may allow costs that the Provider Agency could not reasonably avoid during the Termination process to the extent that said costs are determined to be necessary and reasonable.

The Provider Agency and Department shall settle or adjust all accounts in a manner specified by the Department and shall be subject to a final audit under Section 3.13 Audit.

V. ADDITIONAL PROVISIONS

Section 5.01 Application of New Jersey Law. This Contract shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey including the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.).

Section 5.02 Assignment and Subcontracts. This Contract, in whole or in part, may not be assigned by the Provider Agency or assumed by another entity for any reason, including but not limited to changes in the corporate status of the Provider Agency, without the prior written consent of the Department. Upon prior written notice of a proposed assignment, the Department may: (1) approve the assignment and continue the Contract to term; (2) approve the assignment conditioned upon the willingness of the assignee to accept all contractual modifications deemed necessary by the Department; or (3) disapprove the assignment

and either terminate the Contract or continue the Contract with the original Provider Agency.

The Provider Agency may not subcontract any of the services that it has committed to perform or provide pursuant to this Contract without the prior written approval of the Department. Such consent to subcontract shall not relieve the Provider Agency of its full ~~responsibilities under this Contract. Consent to the subcontracting of~~ any part of the services shall not be construed to be an approval of said subcontract or of any of its terms, but shall operate only as an approval of the Provider Agency's request for the making of a subcontract between the Provider Agency and its chosen subcontractor. The Provider Agency shall be responsible for all services performed by the subcontractor and all such services shall conform to the provisions of this Contract.

Section 5.03 Client Fees. Other than as provided for in the Annex (es) and/or Departmental Component specific policies, the Provider Agency shall impose no fees or any other types of charges of any kind upon recipients of Contract services.

Section 5.04 Indemnification. The Provider Agency shall assume all risk of and responsibility for, and agrees to indemnify, defend and hold harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs, and expenses in connection therewith on account of the loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from (1) the work, service or materials provided under this Contract; or (2) any failure to perform the Provider's obligations under this Contract or any improper or deficient performance of the Provider's obligations under this Contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Contract.

Furthermore, the provisions of this indemnification clause shall in no way limit the obligations assumed by the Provider under this Contract, nor shall they be construed to relieve the Provider from any liability nor preclude the State of New Jersey, its Agencies, and/or the Department of Human Services from taking any other actions available to them under any other provisions of this Contract or otherwise in law.

The Provider's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from the acts occurring prior to termination.

Section 5.05 Insurance. The Provider Agency shall maintain adequate insurance coverage. The State of New Jersey, Department of

Human Services and the Departmental Component shall be included as an Additional Insured on any insurance policy applicable to this Contract. Should the Provider Agency fail to pay any premium on any insurance policy when due, the Department may pay the premium and, upon Notice to the Provider Agency, reduce payment to the Provider Agency by the amount of the premium payment. The Provider Agency is responsible for forwarding a copy of its insurance policy declaration page to the Contracting Departmental Component for its contract files.

Section 5.06 Modifications and Amendments. If both parties to this Contract agree to amend or supplement this Contract, any and all such amendments or supplements shall be in writing and signed by both parties. The amendment or supplement shall incorporate the entire Contract by reference and will not serve to contradict, amend or supplement the Contract except as specifically expressed in the amendment or supplement.

Section 5.07 Statement of Non-Influence. No person employed by the State of New Jersey has been or will be paid any fee, commission, or compensation of any kind or granted any gratuity by the Provider Agency or any representative thereof in order to influence the awarding or administration of this Contract.

Section 5.08 Exercise of Rights. A failure or a delay on the part of the Department or the Provider Agency in exercising any right, power or privilege under this Contract shall not waive that right, power or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

Section 5.09 Recognition of Cultural Sensitivity. The Provider Agency agrees in the performance of this Contract to be sensitive to the needs of the minority populations of the State of New Jersey. This sensitivity includes the employment, if possible, of a culturally diverse staff that can communicate with, and be representative of, the community it serves.

The Provider Agency shall make programs linguistically appropriate and culturally relevant to underserved minority groups within the community. Appropriate accommodations for services shall be developed and maintained for those minority individuals who are deprived of reasonable access to those services due to language barriers or ethnic and cultural differences. In addition, Provider Agencies shall make certain that all programs and services are reflective of the demographic needs of the community, while providing all minorities the opportunity to experience any and all available social services irrespective of their ethnic or cultural heritage.

Section 5.10 Copyrights. The State of New Jersey reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use any work or materials developed under a Department or

federally funded contract or subcontract. The Department also reserves the sole right to authorize others to reproduce, publish or otherwise use any work or materials developed under said contract or subcontract.

Section 5.11 Successor Contracts. If an audit or Contract close-out reveals that the Provider Agency has failed to comply with the terms and/or conditions of this Contract, the Department reserves the ~~right to make all financial and/or programmatic adjustments it deems~~ appropriate to any other Contract entered into between the Department and the Provider Agency.

Section 5.12 Sufficiency of Funds. The Provider Agency shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Contract is expressly dependent upon the availability to the Department of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of the Department to make any payment under its contract with the Provider Agency or to observe and adhere its performance obligation under the contract as a result of the failure of the Legislature to appropriate the funds necessary to do so shall not constitute a breach of the Contract by the Department or default thereunder and the Department shall not be held financially liable therefore. In addition, future funding shall not be anticipated from the Department beyond the duration of the Contract with the Provider Agency and in no event shall the contract be construed as a commitment by the Department to expend funds beyond the termination date set therein.

Section 5.13 Collective Bargaining. State and federal law allow employees to organize themselves into a collective bargaining unit. Funds provided under this Contract shall not be utilized to abridge the rights of employees to organize themselves into a collective bargaining organization or preclude them from negotiating with Provider Agency management. Funds may be utilized for legitimate and reasonable management purposes at the direction of the Provider Agency during the process of collective bargaining organization.

Section 5.14 Independent Employer Status. Employees of Provider Agencies that Contract with the Department of Human Services are employees of the Provider Agency, not the State.

In accordance with the National Labor Relations Act, 29 U.S.C.A. 152(2) and State law, N.J.S.A. 34:13A-1 et seq., Provider Agencies are independent, private employers with all the rights and obligations of such, and are not political subdivisions of the Department of Human Services.

As such, the Provider Agency acknowledges that it is an independent contractor, providing services to the Department of Human Services, typically through a contract-for-services agreement. As independent contractors, Provider Agencies are responsible for the

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organization's overall functions which includes the overseeing and monitoring of its operations, establishing the salary and benefit levels of its employees, and handling all personnel matters as the employer of its workers.

The Provider Agency acknowledges its relationship with its employees as that of employer. While the Department has an adjunct ~~role with Provider Agencies through regulatory oversight and ensuring contractual performance~~, the Provider understands that the Department is not the employer of a Provider Agency's employees.

The Provider Agency further acknowledges that while the Department reimburses Provider Agencies for all allowable costs under the Contract, this funding mechanism does not translate into the Department being responsible for any of the elements of any collective bargaining agreements into which Provider Agencies may enter. Moreover, each Provider Agency understands that it is responsible for funding its own programs and is not limited to the amount of funding provided by the Department, and, in fact, is encouraged to solicit non-State sources of funding, whenever possible.

Section 5.15 Executive Order No. 189. Executive Order No. 189 establishes the expected standard of responsibility for all parties that enter into a contract with the State of New Jersey. All such parties must meet a standard of responsibility that assures the State and its citizens that such parties will compete and perform honestly in their dealings with the State and avoid conflicts of interest.

In compliance with Paragraph 3 of Executive Order No. 189, no Provider Agency shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e, in the Department of the Treasury or any other agency with which such Provider Agency transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i, of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any Provider Agency shall be reported in writing forthwith by the Provider Agency to the Attorney General and the Executive Commission on Ethical Standards.

No Provider Agency may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such Provider Agency to,

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any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the ~~Executive Commission on Ethical Standards, which may grant a waiver of~~ this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

No Provider Agency shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

No Provider Agency shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Provider Agency or any other person.

The provisions cited above shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with Provider Agencies under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate.

Section 5.16 Salary Compensation Limitation (Excludes Physician and Advanced Practice Nurses). The amounts paid under this contract to the Provider Agency for employee compensation are subject to the following conditions:

(i) Full-time Salary Compensation Limitation. No monies under the contract shall be paid to the Provider Agency for costs of any individual salary (including bonuses) to be paid to any of the Provider Agency's full-time employees (excluding Physician and Advanced Practice Nurses) in excess of the schedule set forth below:

Full-time Salary Compensation Limitation Schedule

Full-time Salary Compensation Limitations vary as follows: Only one Full-time Salary Compensation Limitation shall be applicable to each Provider Agency. This includes the aggregate of all contracts held with: 1) the Department of Human Services and 2) the Department of Children and Families.

For Provider Agencies with gross revenue (based on the last annual audit report) for the entire organization of:

- a) Over \$20 million, the limitation shall be \$141,000 (Benchmark Salary),
- b) Over \$10 million, but less than or equal to \$20 million the limitation shall equal 90% of the Benchmark Salary (\$126,900),
- c) Over \$5 million, but less than or equal to \$10 million the limitation shall equal 85% of the Benchmark Salary (\$119,850),
- d) Less than \$5 million, the limitation shall equal 75% of the Benchmark Salary (\$105,750).

(ii) Part-time Salary Compensation Limitation. The salary compensation limitation for a part-time employee, or for an employee whose time is only partly spent on activities compensated under this contract, shall be calculated by prorating the compensation for the position as prescribed under the Full-time Salary Compensation Limitation Schedule. The prorated percentage shall be specified in the Annex B and shall be determined by the regular number of work hours for that Part-time title or that the employee is scheduled to work on matters compensated under this contract;

(iii) Any salary paid to any employee in excess of these limitations must be paid out of funds received from sources other than this Contract, or funds other than those received from other contracts held within the Department of Human Services or Department of Children and Families;

(iv) The Full - or Part-time Salary Compensation Limitation will apply to cost reimbursement contracts at the time of contract renewal;

(v) Any fixed/fee for service rate contracts set prior to the adoption of this amendment is not subject to the salary compensation limitations prescribed in Section 5.16(i) or (ii), however, any fixed/fee for service rate contract set prior to the adoption of this amendment that is subsequently renewed at a higher rate are subject to the Salary Compensation Limitation Schedule prescribed in Section 5.16 (i) or (ii);

(vi) Any fixed/fee for service rate developed for a new program or service in an existing contract are subject to the Salary Compensation Limitation Schedule prescribed in Section 5.16(i) or (ii);

(vii) Any new contracts entered into after the date of the adoption of this amendment are subject to the Salary Compensation Limitation Schedule prescribed in Section 5.16 (i) or (ii).

Section 5.17 Salary Compensation Limitation for Physician and Advanced Practice Nurses. The amounts paid under this contract to the

Provider Agency to compensate Physicians and Advanced Practice Nurses are subject to the following conditions:

(i) A maximum compensation of \$212,000 per annum, regardless of the amount of gross revenues of the entire organization;

(ii) Part-time Physicians and Advanced Practice Nurse's compensation will be calculated pursuant to Section 5.16 (ii).

Section 5.18 Compensation Limitation for Fringe Benefits. This section is being reserved for future consideration.

Section 5.19 Compensation Limitation for Employee Severance Agreement. Unless an exception has been approved by the Departmental Component for a specific circumstance, the amounts paid under this contract to the Provider Agency for an employee severance agreement are subject to the following conditions:

(i) The Provider Agency has an established written uniform severance agreement for all employees covered under the contract;

(a) No monies shall be paid to the Provider Agency for a severance payment to any employee in excess of the equivalent of two (2) weeks compensation (salary and fringe benefits);

(b) No monies shall be paid to the Provider Agency for a severance payment to any employee that has been employed by the Provider Agency for less than one (1) year of continuous employment; and

(c) No monies shall be paid to the Provider Agency for a severance payment to any employee that was discharged for cause (as cause is determined by the Provider Agency's policies).

(ii) If the Provider Agency does not have an established written uniform severance agreement, no monies shall be paid to the Provider Agency for a severance payment for any employee covered under the contract.

Section 5.20 Compensation Limitation for Employee Travel Expenses.

The amounts paid under this contract to the Provider Agency for staff travel including; conference and registration fees, mileage reimbursement, meals and incidental expenses (M&IE), parking, and overnight lodging accommodations for employees who are compensated in whole or in part under this contract are subject to the following conditions:

(i) General Provisions:

(a) In- and out-of-state travel must be directly related to the employee's duties as set forth in the contract and/or be required for accreditation and/or licensure of the contracted program;

(b) For in-state travel and for out-of-state travel that is within 50 miles of the border of the State where the Provider Agency is located, no monies provided under the contract shall be used for employee lodging expenses unless previously approved by the Departmental Component;

(c) Travel costs may be charged on an actual basis and may include a mileage reimbursement rate, as well as meals and incidental expenses (M&IE) up to, but not to exceed the Federal reimbursement rates (refer to the Federal internet web site, <http://www.gsa.gov>. for current rates) in effect at the time the employee traveled.

(ii) **In-State Provisions:** The Provider Agency may not approve any in-state travel reimbursement in excess of two-hundred and fifty dollars (\$250.00) per employee, per event, unless written approval is obtained from the departmental component's contracting authority prior to such travel;

(iii) **Out-of-State-Provisions:**

(a) The Provider Agency must obtain prior-approval from the departmental component's contracting authority for an employee's out-of-state travel, regardless of travel costs, unless such travel is no further than 50 miles from the border of the state where the Provider Agency is located, and travel costs per employee are less than two-hundred and fifty dollars (\$250.00); and

(b) Out-of-state travel (excluding travel no further than 50 miles from the border of the State where the Provider Agency is located) or travel costs in excess of the two-hundred and fifty dollar (\$250.00) limit by the employee, that was not pre-approved by the departmental component's contracting authority shall not be eligible for reimbursement under the contract.

Section 5.21 Compensation Limitation for Employee Tuition Reimbursement. The amounts paid under this contract to the Provider Agency for tuition reimbursement and related expenses are subject to the following conditions:

(i) No monies paid to the Provider Agency under the contract shall be used for any costs incurred by the Provider Agency's employees to attend any educational courses including tuition, textbooks,

supplies, etc. unless such courses are required by the contract or for program licensure, certification, and/or Medicaid standards; or;

(ii) No monies paid to the Provider Agency under the contract shall be used for any costs incurred by the Provider Agency's employees to attend educational courses including tuition, textbooks supplies, etc. unless such courses are towards a field of service related to the Provider Agency's contract and the allocated contract monies do not exceed the lesser of \$5000 or 1% of the Provider Agency's total annual operating budget; and

(iii) There are monies allocated in the Provider Agency's approved contract budget for the specific educational expenses consistent with Section 5.21(i) and (ii).

Section 5.22 Compensation Restriction for Provider Agency Sponsored Meetings, Conferences, Training, or Special Events. The amounts paid under this contract to the Provider Agency for the cost of administrative meetings, conferences, or special events are subject to the following condition:

(i) No such monies under the contract shall be paid to the Provider Agency for costs associated with meetings, conferences, or special events where agency staff is the beneficiary of the event. Unallowable costs include, but are not limited to the following: meals and refreshments, entertainment, overnight lodging, receptions or other social functions held for honoring all staff;

(ii) The Provider Agency may use monies under the contract to cover training-related costs such as modest facility costs and nominal refreshments, e.g. coffee, tea, water, soda, donuts, pastries, cookies, and bagels.

Section 5.23 Criteria for and Processing a Vehicle Request. The Provider Agency may request a new or replacement vehicle to be paid from monies under the contract only under the following conditions:

(i) The Provider Agency must request written approval from the departmental component's contracting authority to purchase or replace a vehicle and each request must be accompanied by the following supporting documentation. The request may be denied even if all supporting documentation is supplied. Documentation required includes:

(a) Explanation as to why the purchase or replacement of the vehicle is required to fulfill contractual obligations;

(b) Assurance that no one Provider Agency employee will be permanently assigned the vehicle;

(c) Assurance that the Provider Agency has sufficient funds to cover the vehicle's operating costs for the anticipated useful life of the vehicle;

(d) Submission of three (3) written bids for the same year, make, model, and option package;

~~(e) If the vehicle is a replacement vehicle, documentation consistent with Section 5.23 (ii) below;~~

(f) Any exceptions to the criteria and purchasing requirements (Section 5.23 (i) (a)-(e)), will be dealt with on a case by case basis with the departmental component's contracting authority; and

(g) If the request is approved, the Provider Agency shall be required to purchase the vehicle from the lowest-priced vendor consistent with Section 5.23 (i) (d).

(ii) The Provider Agency may request to replace an existing vehicle under any of the following conditions:

(a) odometer reading exceeds 125,000;

(b) vehicle age is 10 years or older;

(c) repair costs to maintain operational capacity of vehicle would exceed fifty (50) per cent of current trade-in Blue Book value of vehicle;

(d) repair costs have exceeded fifty (50) per cent of the current trade-in Blue Book value over the course of the past year;

(e) vehicle was involved in an accident and deemed "totaled" by the insurance carrier; and

(f) upon written request supported by sufficient documentation, the Departmental component's contracting authority determines that the vehicle is no longer road worthy and unsafe to drive.

(iii) If the Provider Agency receives approval to purchase a vehicle, the maximum cost of the vehicle including all dealer fees and charges may not exceed \$25,000 per vehicle. This limitation excludes passenger vans, or specialized and adaptive vehicles for handicapped consumers.

(iv) When a Provider Agency has a fleet management program that includes leased vehicles, the Provider Agency may obtain approval on a program basis so that the Provider Agency does not require approval on a vehicle basis.

CONTRACT SIGNATURES AND DATES

The terms of this Contract have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the Contract set forth on the preceding pages in Articles I through Article V, and any related Annexes.

This Contract contains 22 pages and is the entire agreement of the parties. Oral evidence tending to contradict, amend or supplement the Contract is inadmissible; the parties having made the Contract as the final and complete expression of their agreement.

BY: Leona G. Mather
(signature)

BY: _____
(signature)

Leona G. Mather

Joseph M. Amoroso

TITLE: Division Head

TITLE: Director

PROVIDER
AGENCY: Gloucester County
Division of Disability
Services

DEPARTMENTAL
COMPONENT: Division of Disability
Services

DATE: November 25, 2014

DATE: _____

Contract Effective Date: January 1, 2015

Contract Expiration Date: December 31, 2015

Contract Number: 15ARHS

Contract Ceiling: \$43,500.

Federal ID#: 21-6000660

Provider Contact Individual: Leona G. Mather, Division Head

"N.J.S.A. 52:34-13.2 CERTIFICATION"

SOURCE DISCLOSURE CERTIFICATION FORM

Contractor: Gloucester County Division of Disability Services Waiver Number: 15ARHS

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Contractor.

The Contractor submits this Certification in response to the referenced contract issued by the Division of Purchase and Property, Department of the Treasury, State of New Jersey (the "Division"), in accordance with the requirements of N.J.S.A. 52:34-13.2.

Instructions:

List every location where services will be performed by the Contractor and all Subcontractors.

If any of the services cannot be performed within the United States, the Contractor shall state, with specificity the reasons why the services cannot be so performed. Attach additional pages if necessary.

Contractor and/or Subcontractor	Description of Services	Performance Location[s] by COUNTRY	Reasons why services cannot be performed in USA
Gloucester County Division of Disability Services	PASP	U.S.A.	

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Contractor to the Director, Division of Purchase and Property (the "Director").

The Director shall determine whether sufficient justification has been provided by the Contractor to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

I understand that, after award of a contract to the Contractor, it is determined that the Contractor has shifted services declared above to be provided within the United States to sources outside the United States, prior to a written determination by the Director that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the State of New Jersey, the Contractor shall be deemed in breach of contract, which contract will be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions.

I further understand that this Certification is submitted on behalf of the Contractor in order to induce the Division to accept a bid proposal, with knowledge that the Division is relying upon the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Contractor: Gloucester County Division of Disability Services
[Name of Organization or Entity]

By: Leona G. Mather

Title: Division Head

Print Name: Leona G. Mather

Date: November 25, 2014

DEPARTMENT OF HUMAN SERVICES
DIVISION OF DISABILITY SERVICES

SUBJECT: Annex A to Standard Language Purchase of
Service Contract

PURPOSE AND USE

The Annex A is used by provider agencies to outline to DDS programmatic information about a proposed contract.

RESPONSIBILITY FOR COMPLETING THE FORM

The Annex A is completed in quadruplicate by the provider agency and submitted to the regional office as part of the contract proposal package for each new contract and each time a contract is renewed.

INSTRUCTIONS FOR COMPLETING ANNEX A

Contract I.D.# Enter on each page of the Annex A, the six character contract identification number assigned to your contract by the Regional Business Office.

PART I - GENERAL AGENCY INFORMATION

SECTION I - IDENTIFICATION

Provider Agency Enter the name of the provider agency as it appears on the contract.

Mailing Address Enter the mailing address of the provider agency.

Telephone No. Enter the area code and telephone number of the provider agency.

Federal Identification No. Enter the Federal identification number assigned to the provider agency.

Effective Dates Enter the date the contract will commence and the date it will terminate.

Contract Ceiling \$ Enter the dollar amount of the contract ceiling as it appears on line D, column 3 of the Annex B.

Chief Executive Officer Enter the name of the person responsible for all contract operations as designated by resolution of the governing body.

Title Enter the title of the chief executive officer of the provider agency.

Address Enter the mailing address of the chief executive officer.

Telephone No. Enter the area code and telephone number where the chief executive officer can be contacted.

All notices relevant to this contract should be sent to: Enter the name, title, mailing address, area code and telephone number of the person at the provider agency whom DDS sends all notices regarding the contract.

Program Name Enter the name of the program.

Site Address(es) Enter the address(es) of the program site(s).

Telephone No. Enter the area code(s) and telephone number(s) of the program site(s).

Program Director Enter the name of the director of the program.

Service Definition Enter the formal title and definition of the service being rendered as it appears in the most recent New Jersey Comprehensive Annual Service Program Plan.

SECTION II - AUTHORIZED SIGNATURES

Name and Position Enter the name and position of the person(s) authorized to sign or be responsible for each transaction listed.

of Signatures Required Enter the number of signatures required for each transaction.

SECTION III - SERVICE DAYS

Service will be provided as follows For each day of the week, enter the hours that service will be provided.

Emergency Provisions Describe any special arrangements which have been made to handle emergencies, e.g., radio station, special telephone number, alternate site, etc.

Service will not be provided on the following: List the occasions and dates when service will not be provided, e.g., Christmas, December 25, Independence Day, July 4, etc.

PART II - PROGRAM OPERATIONSSECTION I - PROGRAM SUMMARY AND EVALUATION PLAN

This section is self explanatory.

SECTION II. UNIT OF SERVICE

Unit of Service Definition (s) Describe, with the assistance of the Regional contract staff, the unit used to measure the quantity of service delivered. (e.g., transportation program "one one-way trip", counseling program - "one direct service hours" etc.)

Components Enter the type(s) of service provided in this column. (e.g., homemaker, transportation, etc.)

Type of Units Enter the type of unit used to measure each component. (e.g., days, hours, miles, matches, etc.)

Total # of Units Enter the total number of units which the agency provides. Exception: for contracts in which level of service will be measured by multiplying days by spaces enter the number of spaces for which the Division is contracting.

of Contract Units Enter the number of units for which DDS is contracting. Exception: for contracts in which level of service will be measured by multiplying days by spaces enter the number of spaces for which the Division is contracting.

Of Unduplicated Clients Enter the number of clients the agency will service.

Of Optional Enrollees Enter the maximum number of overenrolled spaces to be allowed within the contract. This figure may not exceed fifteen percent of the number of contracted spaces.

SECTION III. MONTHLY CONTRACTED LEVEL OF SERVICE

A monthly contracted level of service chart is to be completed for each component.

Component Enter the type of service provided.

Column 1. Month Enter the name of each contract month.

Columns 2 through 7 are to be completed only for contracts which compute level of service by multiplying days by spaces.

- Column 2. Poss. Serv. Days. For each contracts month, enter the number of days it would be possible to provide service if there were no holidays or training days in the month. Do not include weekends unless the program is usually open on weekends.
- Column 3. Non-Service Days (Hol.) Indicate the number of holidays (not to exceed 13 annually) on which service will not be provided in each month.
- Column 4. Non-Service Days (Trng. Days) Indicate the number of days in each month that service will not be provided due to training (not to exceed 2 annually).
- Column 5. Non-Funded Days If service will not be provided for a block of time beyond the holidays and training days within the contract period list these days as non-funded days.
- Column 6. Mthly. Serv. Days For each contract month, subtract the sum of columns 3, 4, and 5 from columns 2 to determine the actual monthly service days and enter this figure.
- Column 7. # Sp. Under Cont. Enter the number of spaces under contract each month.
- Column 8. Monthly Contracted L.O.S. Multiply each number in column 6 by the number in column 7. Enter the products in column 8.

Contracts for which level of service is not computed by multiplying days by spaces should merely fill in the number of units they will deliver each month.

Annual Totals Add and enter the sums of columns 2,3,4,5,6, and 8.

PART III. - PROGRAM MANAGEMENT

SECTION I - ESSENTIAL DOCUMENTS

This Section is self explanatory.

SECTION II - PROGRAM COMPLIANCE CALENDAR

This section is completed by the DDS Field Coordinator.

Month 1 _____ Enter the name of the first month of the contract. Describe any changes the agency must make or documents the agency must supply by the end of the first month of the contract. (e.g., Month 1 April. "The agency must develop a termination policy.")

Month 2 - Month 12 Continue the above procedure for each succeeding month of the contract.

DISTRIBUTION

Original and 2 copies	-	DDS Regional Office
Copy	-	Provider Agency File

ATTACHMENT A - PERSONNEL INFORMATION SHEET

PURPOSE AND USE

The Personnel Information Sheet is used by the provider agency to record background information regarding all employees of the agency.

The form is used by DDS to verify that the provider agency has employed staff sufficiently qualified to meet the requirements of the contract.

RESPONSIBILITY FOR COMPLETING THE FORM

The form is completed in quadruplicate by the provider agency and attached to the Annex A as part of the proposal package submitted for each new or renewal contract.

INSTRUCTIONS FOR COMPLETING THE FORM

Contract I.D. # Enter the six character contract identification number assigned to your contract by the Regional Business Office.

List All Full and Part Time Positions List the title of each full time and part time position in your agency.

Column (2) through (5) Complete the remainder of the form by listing for each position, in the appropriate column, the following information:

- name of person in the position;
- the hours the employee works daily;
- the types of degrees, licenses, certificates, etc. that the employee possesses which are pertinent to his/her position; and
- any additional credits, training, and experience, pertinent to the position, that the employee has obtained.

DISTRIBUTION

Original and 2 copies - DDS Regional Office

Copy - Provider Agency File

State of New Jersey
DEPARTMENT OF HUMAN SERVICES
Division of Disability Services

ANNEX A - STANDARD LANGUAGE PURCHASE OF SERVICE CONTRACT

Contract I.D. #15ARHS

PART I. GENERAL AGENCY INFORMATION

SECTION I. - IDENTIFICATION

Provider Agency Gloucester County Division of Disability Services

Mailing Address 115 Budd Boulevard, West Deptford, NJ 08096

Telephone (856) 384-6842

Federal Identification # #21-6000660

Effective Dates 1/1/15 to 12/31/2015 Contract Ceiling \$43,500.

Chief Executive Officer Robert M. Damminger

Title Freeholder Director

Address PO Box 337
Woodbury, NJ 08096

Telephone 856) 853-3390

All notices relevant to this contract should be sent to:

Name Leona G. Mather

Title Division Head

Mailing Address 115 Budd Boulevard, West Deptford, NJ 08096

Telephone # (856) 384-6842

Program Name Personal Assistance Services Program

Site Address(es) 115 Budd Boulevard, West Deptford, NJ 08096

Telephone 856) 384-6842

Program Director Leona G. Mather

Service Definition Personal Assistance Services

ANNEX A - STANDARD LANGUAGE PURCHASE OF SERVICE CONTRACT
 Contract I.D. #15ARHS

I. GENERAL AGENCY INFORMATION

SECTION II. - AUTHORIZED SIGNATURES

List names and positions of persons authorized to sign the following.
 Give number of persons required to sign each transaction.

	NAME	POSITION	# OF SIGNATURES REQUIRED
Standard Language Contract	1.	Robert M. Damminger, Freeholder Director	<u>1</u>
	2.	Leona G. Mather, Division Head	
	3.	_____	
Annex B and Schedule of Estimated Claims	1.	Robert M. Damminger, Freeholder Director	<u>1</u>
	2.	Leona G. Mather, Division Head	
	3.	_____	
Annex A Level of Service Reports	1.	Robert M. Damminger, Freeholder Director	<u>1</u>
	2.	Leona G. Mather, Division Head	
	3.	_____	
Financial Reports	1.	Gary Schwarz, Treasurer	<u>1</u>
	2.	_____	
	3.	_____	
Contract Modification	1.	Leona G. Mather, Division Head	<u>1</u>
	2.	_____	
	3.	_____	
Checks	1.	_____	_____
	2.	_____	
	3.	_____	
Other Contracts & Agreements	1.	_____	_____
	2.	_____	
	3.	_____	
Fee Assessors	1.	_____	_____
	2.	_____	
Fee Collectors	1.	_____	_____
	2.	_____	

ANNEX A - STANDARD LANGUAGE PURCHASE OF SERVICE CONTRACT
Contract I.D. #15ARHS

PART I - GENERAL AGENCY INFORMATION

SECTION III - SERVICE DAYS

Service will be provided as follows:
(Fill in time)

Sunday _____ - _____ Monday 8:30-4:30 Tuesday 8:30-4:30 Wednesday 8:30-4:30
Thursday 8:30-4:30 Friday8:30-4:30 Saturday _____ - _____

Emergency Provisions: As needed

Service will not be provided on the following:

<u>OCCASION</u>	<u>DATE(S)</u>
New Years Day	Thursday, January 1, 2015
Martin Luther King's Birthday	Monday, January 19, 2015
Presidents Day	Monday, February 16, 2015
Good Friday	Friday, April 3, 2015
Memorial Day	Monday, May 25, 2015
Independence Day	Saturday, July 4, 2015
Labor Day	Monday, September 7, 2015
Columbus Day	Monday, October 12, 2015
Election Day	Tuesday, November 3, 2015
Veterans Day	Wednesday, November 11, 2015
Thanksgiving	Thursday, November 26, 2015
	Friday, November 27, 2015
Christmas	Friday, December 25, 2015

ANNEX A - STANDARD LANGUAGE PURCHASE OF SERVICE CONTRACT

PART II - PROGRAM OPERATIONS

Section I - PROGRAM SUMMARY AND EVALUATION PLAN

Write a brief, concise, descriptive summary of your agency and this program. The description should present a clear picture of what, why, where, how, and for whom service is provided.

Include as a minimum:

- your agency's purpose, philosophy, goals and objectives;
 - details about the program including a description of neighborhood where located, the facilities used by the agency and other programs sponsored by the agency;
 - evidence of the need for the service in the community;
-
- any limitations, restrictions or priorities on service delivery;
 - any unique capabilities (e.g., multi-lingual, etc.); and
 - the circumstances of any previous contact with the division, state, municipal, county public agencies or other related projects and contracts.

If this is a renewal package, describe at a minimum:

- any change in the information requested above;
- how your agency has developed and made progress toward its goal in the past year; and
- how each recommendation of the program evaluations (e.g., self-evaluation, DDS evaluation, homemaker evaluation, etc.) of the previous contract will be addressed in the proposed contract.

Describe how your agency will evaluate this proposed contract (effectiveness of the program, its goals and objectives, and efficiency of the procedures used). Include an explanation of how your agency's internal evaluation method will interface with the evaluation process of the Division and who (by title) will have what responsibilities in this process.

ANNEX A - STANDARD LANGUAGE PURCHASE OF SERVICE CONTRACT
 Contract I.D. #15ARHS

PART II - PROGRAM OPERATIONS

SECTION II - UNIT OF SERVICE

Unit of Service Definition(s) Hours

COMPONENTS	TYPE OF UNITS	TOTAL NUMBER OF UNITS	NUMBER OF CONTRACT UNITS	NUMBER OF UNDUPLICATED CLIENTS*	NUMBER OF OPTIONAL ENROLLEES
PASP	HOURS	23,490		20	

• where applicable

ANNEX A - STANDARD LANGUAGE PURCHASE OF SERVICE CONTRACT
Contract I.D. #15ARHS

PART II - PROGRAM OPERATIONS

SECTION III. - MONTHLY CONTRACTING LEVEL OF SERVICE

MONTH	POSSIBLE SERVICE DAYS	NON SERVICE DAYS		NON- FUNDED DAYS	MONTHLY SERV. DAYS	# SP UNDER CONT.	MONTHLY CONTRACT LOS
		HOL.	TRNG.				
1 ST							1958
2 ND							1958
3 RD							1958
4 TH							1958
5 TH							1958
6 TH							1958
7 TH							1957
8 TH							1957
9 TH							1957
10 TH							1957
11 TH							1957
12 TH							1957
ANNUAL TOTALS							23,490

Note: Contracts for which level of service is not computed by multiplying days by spaces need complete columns 1 and 8 only.

ANNEX A - STANDARD LANGUAGE PURCHASE OF SERVICE CONTRACT

PART III - PROGRAM MANAGEMENT

SECTION 1 - ESSENTIAL DOCUMENTS

The following essential documents must be part of your contract package and must be updated as they change:

1. Annex A related essential documents

- *Copy of certificate of incorporation;
- Copy of Annual Report to Secretary of State;
- List of names, titles, and addresses of current board members;
- *Copy of local certificate of occupancy;
- *Copies of all written policies which effect the contracts;
- *Copies of Municipal, Fire, Health, and Building Approvals (for on-site group programs);
- Copy of license to provide service (if required);
- Copy of courtesy inspection report (if required);
- Evidence of liability insurance policy;
- Personnel information Sheet

2. Annex B related essential documents

- Copy of the most recent agency audit/or fiscal statement;
- Copy of the most recent IRS 990 (private agencies only);
- Copy of bonding certificate;
- Copy of current lease;
- Copy of tax exempt certificate or letter; and
- Copy of Annual Report of a Charitable Organization (CO-1 or CO-3)

3. Other related essential documents

- All that is checked on the "Initial Required Contract Documents Checklist"
- All that is checked on the "Other Required Contract Documents Checklist"

4. Copies of any contract or agencies related to the program

*In a renewal contract additional copies of these documents need to be sent only if some changes has occurred or if the agency is informed by the Division that an additional copy is needed.

ADDENDUM

ANNEX A
PROGRAM INFORMATION SECTION

AGENCY NAME: Gloucester County Division of Disability Service

PROGRAM NAME: Personal Assistance Services Program (PASP)

CONTRACT TERM: 1-1-15 to 12-31-15

CONTRACT #: 15ARHS

I. SERVICE TO BE PROVIDED:

The Gloucester County Personal Assistance Services Program (PASP) currently provides personal assistance services to 17 consumers, ages 18 to 70 that are working, going to school or volunteering in the community.

PASP is a program which requires consumers to provide self-directed over-sight of all aspects of their personal care services. A personal assistant may perform such tasks such as light housekeeping, personal care, meal preparation, providing or assisting consumer in transportation, assisting with correspondence, shopping, etc.

The consumer must complete the following documents as part of the initial application package:

1. Application for Service and Statement of Understanding
2. Income Declaration Form
3. Physician's Certification
4. Consumer Plan of Service

The Consumer Plan of Service indicates the consumer's needs and how they will be met by the personal assistant. Within 90 days from the date of inquiry, the County Consultant contacts the consumer regarding their eligibility for the program. All determinations are made in writing.

Consumers are reassessed on an annual basis, and may receive a service allocation of between 5 and 40 hours of personal care per week. PASP is a supplemental program, therefore, applicants must exhaust all other assistance programs, resources, and options before applying for PASP services.

II. PROGRAM GOAL:

The goal of the Gloucester County PASP is to enable consumers who have permanent physical disabilities to remain active in the community by providing them with personal care services. PASP regulations require a consumer to be self-directing; therefore, each consumer must take charge of supervising and coordinating all aspects of their daily personal care services.

III. TARGET POPULATION:

The target population by definition is a county resident between the ages of 18 and 70, with a permanent physical disability, capable of self-directing and demonstrating proof of program activity (working, volunteering or going to school).

IV. PROGRAM DESCRIPTION:

The Gloucester County Division of Disability Services located at 115 Budd Boulevard, West Deptford, NJ 08096, acts as Consultant to the program for eligible consumers in Gloucester County. This program provides personal assistance to qualifying disabled residents between the ages of 18 and 70.

The Office works in conjunction with the State Division of Disability Services and Community Access Unlimited (CAU), the fiscal intermediary that has been in place since the change to PASP in the Cash Model. Gloucester County transitioned to Cash Model as of August 1, 2012. New regulations have raised the age limit from 65 to 70 and the reimbursement rate is \$15 per hour weekdays, weekends and holidays. Gloucester County no longer contracts with outside agencies for services, PASP in the Cash Model now gives the consumer the choice of hiring an agency or directly hiring an assistant themselves. The consumer negotiates the price they will pay hourly for their services and works with CAU in processing of those payments. Job responsibilities for the assistants include (but are not limited to) personal care assistance, chore services, assistance to students on campus, transportation and light housekeeping.

V. ACCESS TO PROGRAM SERVICE:

The Gloucester County Division of Disability Services serves as consultant to PASP in Gloucester County. The program is listed in office brochures which may be presented at vendor events, training seminars, or conferences. Program information is also disseminated by phone.

Office facilities are accessible to persons with disabilities. However, services are generally provided directly to the consumer in the home environment posing no service barrier. Mandatory program training can be arranged for any consumers, including in-home instruction.

VI. PROGRAM OBJECTIVES:

a. Outcome Objective(s)

The objective of PASP in Gloucester County is to continue the outreach and service to the greatest number of consumers that the budget allows. The annual operating budget for FY 2015 is \$ 352,350 direct service to consumers, \$43,500 Administrative Fee to Gloucester County and \$39,150 Administrative Fee to Community Access Unlimited (CAU) for a total grant amount of \$435,000

VII. MEASUREMENT:

a. Outcome Objective(s)

A consumer's ability to remain living independently in a community-based setting is evaluated annually by reassessment and by follow-up visits. In addition, consumers and program staff communicate regularly and keep each other informed of their status.

b. Level of Service Objective(s)

Monthly PASP case reports are completed by CAU. The County Office continues to provide monthly contract reports and well as quarterly fiscal reports.

VIII. PROGRAM CHANGES/IMPROVEMENTS:

a. Outcome Objective(s)

- All consumers successfully receiving services in the Cash Model for 2015.

b. Level of Service Objective(s)

- Gloucester County PASP currently maintains 17 consumers with no waiting list at this time.

c. Program Improvements/Changes/Goals

- To continue to monitor the program in compliance with PASP legislation.
- Maintain communication with the State Division of Disability Services and the fiscal intermediary, CAU.

State of New Jersey
Department of Human Services

SUBJECT: Standardized Board Resolution Form

EFFECTIVE: This policy shall become effective August 1, 2009.

PROMULGATED: July 20, 2009

SUPERCEDES: Standardized Board Resolution Form, promulgated
November 21, 2007

PURPOSE: The purpose of this policy circular is to standardize the content of the Provider Agency Board Resolutions across all Department of Human Services (DHS) Departmental Components to assure that all of the required obligations are identified and committed to by the Provider Agency Board.

I. SCOPE

This policy circular applies to all DHS Third Party incorporated contracted Provider Agencies, Universities/Colleges and for-profit organizations.

II. POLICY

Periodically Boards of Directors in conducting the business of their organizations attest to their actions or decisions by way of written resolutions. The DHS requires Contract Providers to complete and file the attached standard board resolution when executing a DHS Third Party Social Service Contract.

A. Requirements for completion, updating and submission

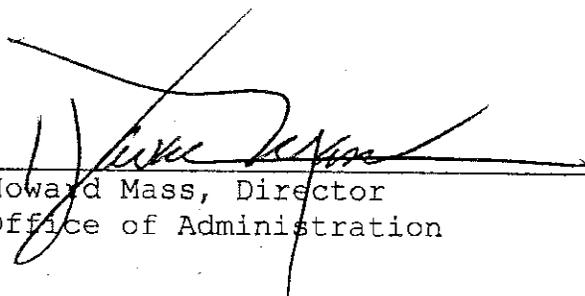
The Attachment I, Page 1 is to be completed by the Agency and the same for Attachment II.

When any changes occur which would affect the contents of the form, the Board is to convene and complete a new Board

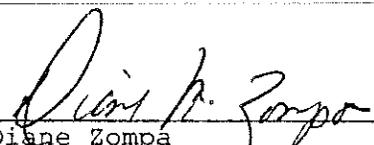
Resolution and submit it to the Departmental Component within 10 business days of the change unless otherwise specified in the DHS policy.

The completed form is to be returned to the Departmental Component with all other required contract documents as part of the contract package. (See Policy Circular P1.01, Documents and Conditions Required for Processing, Executing and Documenting a DHS Third Party Contract.)

Issued by:



Howard Mass, Director
Office of Administration



Diane Zompa
Chief of Staff
Department of Human Services

STANDARDIZED BOARD RESOLUTION

The Board endorses the following commitments as defined in this document:

1. Health Insurance Portability and Accountability Act (HIPAA)*

Specific to HIPAA (Health Insurance Portability and Accountability Act), the above noted Provider Agency is either (check A or B):

- A) a covered entity (as defined in 45 CFR 160.103)
- B) a non-covered entity and has executed a DHS Business Associate Agreement (BAA) last dated 12/4/13
- C) a non-covered entity that will not be receiving or sharing personal health information.

Once executed, the BAA will be included in the Departmental Component's official contract file. The BAA *will be considered applicable indefinitely unless there is a change in the Provider Agency's status, information or the content of the BAA, in which case it is the responsibility of the contracted Provider Agency to revise the BAA.*

The Board agrees that if there is *any change* in their BAA Status the Departmental Component will be immediately notified and the appropriate information provided within 10 business days.

*** This section is not applicable for DCF Office of Education Contracts.**

2. Legal Advice

The Board acknowledges that the Department of Human Services does not and will not provide legal advice regarding the contract or about any facet of the relationship between the Department of Human Services and the Provider Agency. The Board further acknowledges that any and all legal advice must be sought from the Provider Agency's own attorneys and not from the Department of Human Services.

DEPARTMENT OF HUMAN SERVICES (DHS)

Standardized Board Resolution Form

Supporting Information for Contract # 15ARHS for Contract

Period January 1, 2015 to December 31, 2015.

Agency: Gloucester County Division of Disability Services

Certification:

We certify that the information contained in, or included with, this contract document is accurate and complete.

N/A
Chairperson, Board of Directors

Date

Leona G. Mather
Division Head
Leona G. Mather

March 28, 2014
Date

Authorized Signatories for Contract documents, checks and invoices are: (List full name and title) (add additional pages, if needed)

Robert M. Damminger
Name

Freeholder Director
Title

Gary Schwarz
Name

Treasurer
Title

Leona G. Mather
Name

Division Head
Title

[Low Graphics Version](#)

Search...

A A A

Thursday, October 30, 2014

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[Homepage](#) > [Elected Officials](#) > [Gloucester County Officials](#) > Board of Freeholders

print 

- Robert M. Damminger
- Giuseppe (Joe) Chila
- Lyman Barnes
- Daniel Christy
- Frank J DiMarco
- Heather Simmons
- Adam J. Taliaferro

BOARD OF FREEHOLDERS



Robert M. Damminger
 Freeholder Director
 2 South Broad Street
 P.O. Box 337
 Woodbury, New Jersey 08096
 (856) 853-3395
 (856) 853-3495 - Fax
rdamminger@co.gloucester.nj.us



Giuseppe (Joe) Chila
 Deputy Freeholder Director
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fdimarco@co.gloucester.nj.us



Heather Simmons
 Freeholder
 2 South Broad Street
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 (856) 853-3396 Fax
hsimmons@co.gloucester.nj.us



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 (856) 853-3298
ataliaferro@co.gloucester.nj.us

Gloucester County Division of Disability Services

2015 Contracts with

Department of Human Services

Department of Child and Family Services

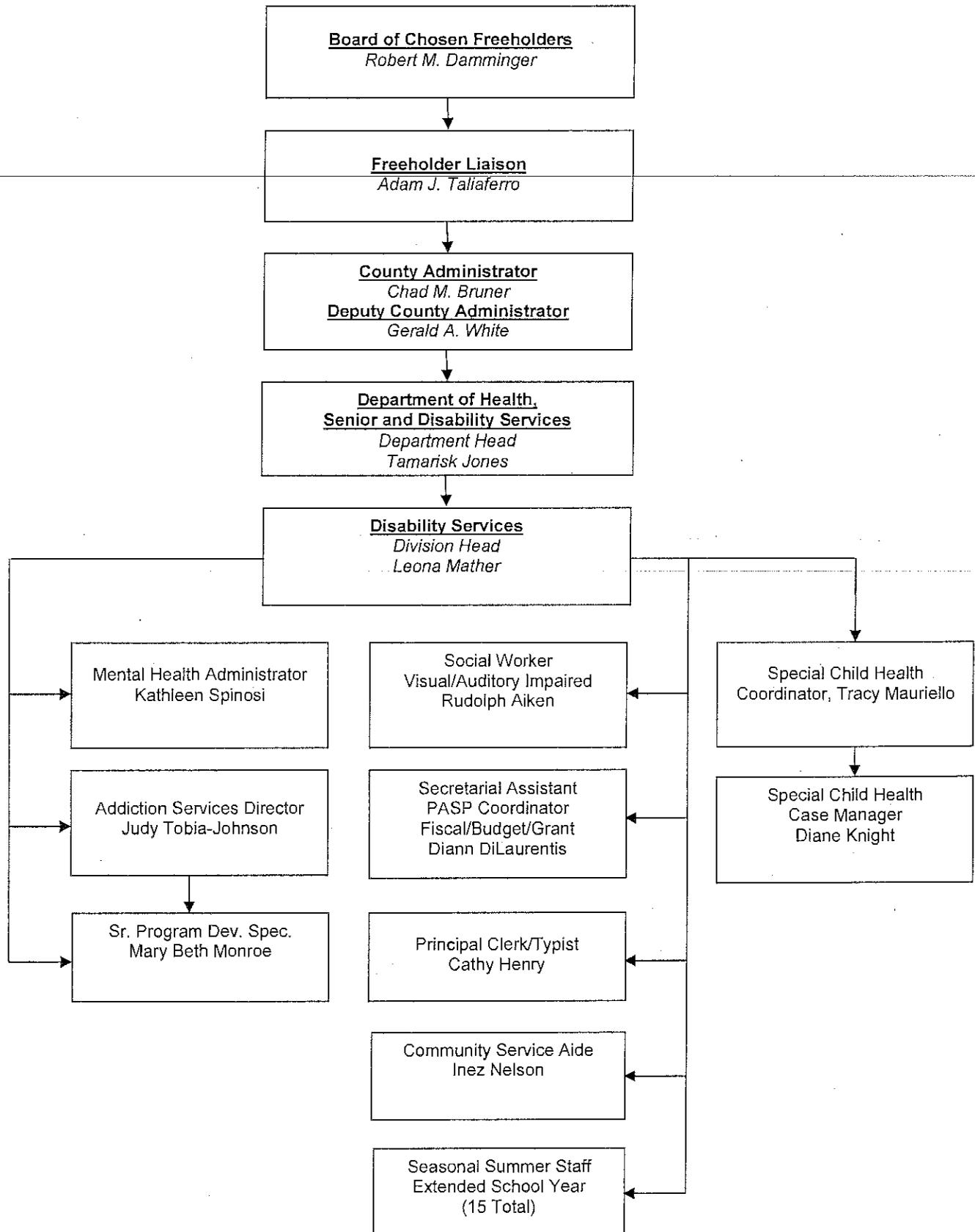
State Department of Human Services
Division of Disability Services
Personal Assistance Services Program (PASP)
2015 - \$435,000

State Department of Health and Senior Services
Division of Family Health Services
Special Child Health Case Management (SCH/CM)
2015 - \$170,064

State Department of Human Services
Division of Mental Health and Addiction Services
Drug and Alcohol Services
2015 - \$565,419

State Department of Human Services
Division of Mental Health
Mental Health Services
2015 - \$12,000

2014/2015 ORGANIZATIONAL CHART
Gloucester County Division of Disability Services



State of New Jersey
DEPARTMENT OF HUMAN SERVICES

BUSINESS ASSOCIATE AGREEMENT between the New Jersey Department Human Services and Gloucester County Division of Disability Services (Agency/Vendor.) for Contract Number 15ARHS.

This Business Associate Agreement sets forth the responsibilities of Gloucester County Division of Disability Services (**Business Associate**), with an address of 115 Budd Boulevard, West Deptford, NJ 08096 and the New Jersey Department of Human Services, as a **Covered Entity**, in relationship to Protected Health Information (PHI), as those terms are defined and regulated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations adopted thereunder by the Secretary of the United States Department of Health and Human Services, with the intent that the Covered Entity shall at all times be in compliance with HIPAA and the underlying regulations.

This Business Associate Agreement is entered into for the purpose of the Business Associate providing services on behalf of the Covered Entity.

In consideration for the respective benefits, rights and obligations described above, and for access to the PHI held by Covered Entity, the parties agree to be bound by the terms of this Agreement. There is no underlying contract associated with this Agreement, or the exchange of this PHI.

A. Definitions:

1. The terms specified below shall be defined as follows:

- a. "Business associate" shall mean s a person or entity, other than a member of the workforce of a covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to protected health information. This definition is also applicable to a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of another business associate.
- b. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall the New Jersey Department of Human Services.
- c. "Agreement" shall mean this Business Associate Agreement.
- d. "Breach" shall mean the unauthorized acquisition, access, use or disclosure of Protected Health Information in a manner not permitted by the Privacy Rule or the Security Rule, which compromises the security of such Protected Health Information. Breach shall exclude such acquisition, access, use or disclosure described in 45 CFR Section 164.402.

- e. "Designated Record Set" shall mean a group of records maintained by or for the Covered Entity that is the medical records and billing records of individuals maintained by or for the Covered Entity; and the enrollment, payment, claims, adjudication, and case or medical management record systems maintained by or for the Covered Entity, or used, in whole or in part, by or for the Covered Entity to make decisions about individuals.
- f. "HIPAA" shall mean the Health Insurance Portability and Accountability Act.
- g. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including but not limited to, the Privacy Rule and the Security Rule, and shall include the regulations codified at 45 CFR Parts 160, 162 and 164.
- h. "HITECH" shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A of the American Recovery and Reinvestment Act of 2009, P.L. 111-005.
- i. "Individual" shall mean the person who is the subject of the Protected Health Information and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- j. "Notice of Privacy Practices" shall mean the Notice of Privacy Practices required by 45 CFR 164.520, provided by Covered Entity to Individuals.
- k. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E.
- l. "Protected Health Information (PHI)" shall mean individually identifiable health information that is transmitted by electronic media or transmitted or maintained in any other form or medium.
- m. "Record" shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminate by or for a Covered Entity.
- n. "Required by Law" shall have the same meaning as in 45 CFR 164.501.
- o. "Secretary" shall mean the Secretary of the United States Department of Health & Human Services or his designee.
- p. "Security Rule" shall mean the Standards for Security for the Protection of Electronic Protected Health Information, codified at 45 CFR parts 160, 162 and 164.

2. All other terms used herein shall have the meaning specified in the Privacy Rule or in the absence of if no meaning is specified, shall have their plain meaning.

B. Obligations and Activities of Business Associate

1. Business Associate may use PHI for the following functions, activities, or services for or on behalf of Covered Entity provided that such use would not violate this Agreement, the HIPAA regulations the Privacy Rule, or Notice of Privacy Practices if done by Covered Entity. In the event that this Agreement conflicts and any other written agreement made between the parties, relating to the exchange of PHI, this Agreement shall control. Business Associate's access to and use of the PHI is limited to the provision of services by the Business Associate on behalf the Covered Entity set forth in the contract between the Business Associate and the Covered Entity.
2. Business Associate may further disclose PHI to a subcontractor/person for the proper management and administration of Business Associate, provided that such disclosure is Required by Law, or would not violate this Agreement, the Privacy Rule, or Notice of Privacy Practices if done by Covered Entity, and Business Associate executes an additional business associates agreement as Required by Law or for the purpose for which it was disclosed to the person, and the subcontractor/person notifies Business Associate of any instances of which it is aware in which PHI has been disclosed. In the event that this agreement conflicts with any other agreement relating to the access or use of PHI, this agreement shall control.
3. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law. In the event that this agreement conflicts with any other agreement relating to the access or use of PHI, this agreement shall control.
4. Business Associate agrees to implement and use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities.
5. Business Associate agrees to take prompt corrective action to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
6. Business Associate agrees to notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, or the Privacy Rule, or of any suspected or actual breach of security or intrusion whenever it becomes aware within twenty-four hours of Business Associate becoming aware of such use, disclosure or suspected or actual breach of security or intrusion. Business Associate further agrees to take prompt

corrective action to cure or mitigate any harmful effects of any such use, disclosure, or actual or suspected breach of security of intrusion.

7. Business Associate agrees to ensure that any officer, employee, contractor, subcontractor or agent to whom it provides PHI received from or maintained, created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI.
8. Access. Business Associate agrees to provide access to PHI in a Designated Record Set to Covered Entity or to an Individual as directed by Covered Entity in order to meet the requirements of 45CFR 164.524, within 30 days of the date of any such request, unless the request is denied by Covered Entity pursuant to 45 CFR 164.524(a)(1), (a)(2) or (a)(3).
9. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as Covered Entity directs in order to meet the requirements of 45 CFR 164.526, within 30 days of such a request, unless the request has been denied pursuant to 45 CFR 164.526(d). Business Associate shall provide written confirmation of the amendment(s) to the Covered Entity.
10. Business Associate agrees to create and maintain an appeal process that meets the requirements of 45 CFR 164.524 and 164.526 that an Individual can utilize if the Individual's request for access to or amendment of PHI is denied.
11. Business Associate agrees to make its comprehensive written information privacy and security program, as well as its internal practices, books and records, including policies and procedures relating to the use and disclosure of PHI received from, or created, maintained, or received by Business Associate on behalf of Covered Entity available to Covered Entity within 30 days of the date of such request, or to the Secretary in a time and manner designated by the Secretary.
12. Business Associate agrees to document all disclosures of PHI which would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate agrees to provide to Covered Entity, within 30 days of the date of such request, all disclosures of PHI.
13. Notwithstanding the provisions of Section D of this Agreement, pursuant to 45 CFR 164.530(j), Business Associate agrees that it and its officers, employees, contractors, subcontractors and agents shall continue to maintain the information required under subsection B(9) of this Agreement for a period of six years from the date of its creation or the date when it was last in effect, whichever is later.
14. Business Associate agrees that from time to time, upon reasonable notice, it shall allow Covered Entity or its authorized agents or contractors, to inspect the facilities,

systems, books, records and procedures of Business Associate to monitor compliance with this Agreement. In the event the Covered Entity, in its sole discretion, determines that the Business Associate has violated any term of this Agreement or the Privacy Rule, it shall so notify the Business Associate in writing. Business Associate shall promptly remedy the violation of any term of this Agreement and shall certify same in writing to the Covered Entity. The fact that Covered Entity or its authorized agents or contractors inspect, fail to inspect or have the right to inspect Business Associate's facilities, systems, books, records, and procedures does not relieve Business Associate of its responsibility to comply with this Agreement. Covered Entity's (1) failure to detect, or (2) detection by failure to notify Business Associate, or (3) failure to require Business Associate to remediate any unsatisfactory practices, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Agreement. Nothing in this paragraph is deemed to waive Section E of this Agreement or the New Jersey Tort Claims Act, NJSA 59:1-1 et seq., as they apply to Covered Entity.

15. Business Associate shall implement administrative, physical and technical safeguards that protect the confidentiality, integrity, and availability of PHI in compliance with the Security Rule.
16. Business Associate shall report all security incidents, as defined by the Security Rule, within twenty-four hours of becoming aware of such actual or suspected security incident.
17. Sections 164.308, 164.312 and 164.316 of Title 45, Code of Federal Regulations, apply to Business Associate in the same manner as such sections apply to the Covered Entity. The HITECH requirements that relate to security, and that are applicable to the Covered Entity, shall also be applicable to the Business Associate and are incorporated into this Agreement by reference.
18. In the event of an actual or suspected breach, Business Associate shall provide Covered Entity with a written report, as soon as possible but not later than five ("5") days after the breach/suspected breach became known. The report shall include, to the extent available: a) the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the breach; b) a brief description of what happened, including the date of the breach and the date of the discovery, if known; c) a description of the types of unsecured PHI involved in the breach; d) any steps individuals affected by the breach should take to protect themselves from potential harm resulting from the breach; and e) a description of what Business Associate is doing to investigate the breach, mitigate harm to the individual(s), and protect against future breaches. In addition, the business Associate shall, at the request of the Covered Entity, provide breach notification required by HITECH.

C. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions.

1. Covered Entity shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this Agreement, in accordance with the requirements and standards in the Privacy Rule, until such PHI is received by Business Associate.
2. In accordance with 45 CFR 164.520, Covered Entity shall notify Business Associate of any limitations in Covered Entity's Notice of Privacy Practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
3. Covered Entity shall notify Business Associate of any changes in or revocation of permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
4. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
5. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity or under Covered Entity's Notice of Privacy Practices or other policies adopted by Covered Entity pursuant to the Privacy Rule.

D. Term of Business Associate Agreement

1. This Agreement shall be effective as of the date the Business Associate and the Covered Entity enter into a contract for the Business Associate's provision of services on behalf of the Covered Entity, and it shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created, maintained or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with subsection 3, below.
2. Upon Covered Entity's knowledge of a material breach or violation(s) of any of the obligations under this Agreement by Business Associate, Covered Entity shall, at its discretion, either:
 - a. Provide an opportunity for the Business Associate to cure the breach or end the violation upon such terms and conditions as Covered Entity shall specify, and if Business Associate does not cure the breach or end the violation, upon such terms and conditions as Covered Entity has specified, Covered Entity may

terminate this Agreement and require that Business Associate fully comply with the procedures specified in subsection 3, below.

- b. Immediately terminate the Contract and require that Business Associate fully comply with the procedures specified in subsection 3, below, if Business Associate has breached a material term of this Agreement and Covered Entity has determined, in its sole discretion, that cure is not possible, or
- c. If neither termination nor cure is feasible, as determined by Covered Entity in its sole discretion, Covered Entity shall report the violation to the Secretary.

3. Effect of Breach of this Agreement.

- a. Except as provided in paragraph b of this section, upon termination of the Contract for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.
- b. Business Associate shall provide Covered Entity with a certification, within 30 days, that neither it nor its subcontractors or agents maintains any PHI in any form, whether paper, electronic or film, received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. Covered Entity shall acknowledge receipt of such certification and, as of the date of such acknowledgement, this Agreement shall terminate.
- c. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Covered Entity shall have the discretion to determine whether it is feasible for the Business Associate to return or destroy the PHI. If Covered Entity determines it is feasible, Covered Entity shall specify the terms and conditions for the return or destruction of PHI at the expense of Business Associate. Upon Covered Entity determining that Business Associate cannot return or destroy PHI, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

E. Indemnification and Release

1. Business Associate shall assume all risk and responsibility for, and agrees to indemnify, defend and save harmless Covered Entity, its officers, agents and employees and each and every one of them, from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs (including attorneys fees

and costs and court costs), expenses in connection therewith, on account of loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from Business Associate's use or misuse of PHI or from any action or inaction of Business Associate or its officers, employees, agents or contractors with regard to PHI or the requirements of this Agreement or the Privacy Rule. The provision of this indemnification clause shall in no way limit the obligations assumed by Business Associate under this Agreement, nor shall they be construed to relieve Business Associate from any liability nor preclude Covered Entity from taking any other actions available to it under any other provisions of this Agreement, the Privacy Rule or at law.

2. Notwithstanding the above, the obligations assumed by the Business Associate herein shall not extend to or encompass suits, costs, claims, expenses, liabilities and judgments incurred solely as a result of actions or inactions of Covered Entity.
3. Business Associate further acknowledges the possibility of criminal sanctions and penalties for breach or violation of this Agreement or the Privacy Rule pursuant to 42 USC 1320d-6.
4. Business Associate shall be responsible for, and shall at its own expense, defend itself against any and all suits, claims, losses, demands or damages of whatever kind or nature, arising out of or in connection with an act or omission of Business Associate, its employees, agencies, or contractors, in the performance of the obligations assumed by Business Associate pursuant to this Agreement. Business Associate hereby releases Covered Entity from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under state or federal laws, out of or in connection with Business Associate's performance of the obligations assumed by Business Associate pursuant to this Agreement.
5. The obligations of the Business Associate under this Section shall survive the expiration of this Agreement.

F. Miscellaneous

1. A reference in this Agreement to a section of the Privacy Rule means the section as in effect or, it may be amended or interpreted by a court of competent jurisdiction.
2. Business Associate and Covered Entity agree to take such action as is necessary to amend this Agreement from time to time in order that Covered Entity can continue to comply with the requirements of the Privacy Rule and HIPAA and case law that interprets the Privacy Rule or HIPAA. All such amendments shall be in writing and signed by both parties. Business Associate and Covered Entity agree that this Agreement may be superseded by a revised Business Associate Agreement executed between the parties after the effective date of this Agreement.

3. The respective rights and obligations of Business Associate and Covered Entity under Section D, "Term of Business Associate Agreement", above, shall survive the termination of the Contract. The respective rights and obligations of Business Associate and Covered Entity under Section E, "Indemnification", and Section B(11), "Internal Practices", above, shall survive the termination of this Agreement.
4. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and HIPAA, as it may be amended or interpreted by a court of competent jurisdiction.
5. Nothing expressed or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Business Associate and Covered Entity, and any successor state agency to Covered Entity, any rights, remedies, obligations or liabilities whatsoever.
6. Any notices to be given hereunder shall be made via Regular and Certified US Mail, Return Receipt Requested, and if possible, by facsimile to the addresses and facsimile members listed below:

Business Associate: Gloucester County Division of Disability Services

115 Budd Boulevard

West Deptford, NJ 08096

Facsimile # 856-384-6849

Covered Entity: 1. Privacy Officer

Harry J. Pizutelli, Administrator of Assistance Programs

Division of Disability Services, P. O. Box 705

Trenton, NJ 08625-705

Facsimile # (609) 631-4365

2. Director of (specify Division)

Joseph M. Amoroso, Director

Division of Disability Services, P. O. Box 705

Trenton, NJ 08625-705

Facsimile# (609) 631-4365

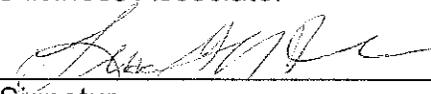
7. As the Covered Entity is a body corporate and politic of the State of New Jersey, the signature of its authorized representative is affixed below. The undersigned representative of Covered Entity certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such Covered Entity to this document.

The undersigned representative of Business Associate certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such Business Associate to this document.

Covered Entity:

Business Associate:

Signature



Signature

Joseph M. Amoroso
Printed Name

Leona G. Mather
Printed Name

Director
Title

Division Head
Title

Division of Disability Services
Agency

Gloucester County Division of Disability Services
Agency

Date:

November 25, 2014
Date:

54

RESOLUTION AUTHORIZING AN AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS FOR RECEIPT OF THE LOW INCOME HOME ENERGY ASSISTANCE CWA ADMINISTRATION GRANT FOR THE STATE PROGRAM YEAR 2015 IN THE AMOUNT OF \$11,095.00

WHEREAS, the NJ Department of Community Affairs provides grant funds to assist with administrative costs to administer the intake and eligibility determination of prospective beneficiaries of LIHEAP, including the accurate input of verified client information into the Family Assistance Management Information System; and

WHEREAS, grant agreement #2015-05139-0118-00 for LIHEAP CWA Administration Fiscal Year 2015 shall be for a total amount of \$11,095.00; and

WHEREAS, it would be beneficial to the County of Gloucester to enter into an agreement with the New Jersey Department of Community Affairs for said funds to be utilized for the above purposes.

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

1. That the County of Gloucester does hereby approve and authorize an application and agreement #2015-05139-0118-00 with the NJ Department of Community Affairs for *LIHEAP CWA Administration Fiscal Year 2015*, and accepts the award of funds on behalf of the Gloucester County Division of Social Services in the total amount of \$11,095.00, for the hereinabove purposes;
2. That the Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above, and shall utilize the funds pursuant to the terms of said agreement between the County of Gloucester and the NJ Department of Community Affairs for the hereinabove purposes.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Tuesday, November 25, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

Σ4



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO Box 806
TRENTON, NJ 08625-0806

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

RICHARD E. CONSTABLE, III
Commissioner

November 7, 2014

[Via Email: rdamminger@co.gloucester.nj.us]
The Honorable Robert M. Damminger
Freeholder Director, Gloucester County
2 South Broad Street
Woodbury, NJ 08096-4604

Dear Freeholder Director Damminger:

On behalf of governor Chris Christie and the New Jersey Department of Community Affairs, I am pleased to inform you that Gloucester County will receive a LIHEAP CWA Administration grant of \$11,095. This award will provide funds to administer the intake and eligibility determination of prospective beneficiaries of the LIHEAP program, including the accurate input of verified client information into the Family Assistance Management Information System.

Provision of such financial assistance is subject to appropriate execution of a grant/loan agreement with the Department and compliance by Gloucester County with the terms, conditions and requirements set forth therein. Expenditures incurred prior to receipt of the executed grant agreement are incurred solely at the risk of the grant recipient should funding not be available to support this award. If you have any questions regarding this funding, please do not hesitate to contact the Department of Community Affairs' Division of Housing and Community Resources at (609) 984-6670.

I would like to extend my best wishes for this most worthwhile project and its successful completion.

Sincerely,

Commissioner



[Go to Start Menu](#)

VIEW/EDIT GRANT INFORMATION

Instructions: Please complete the information below. For further instructions, please click the Help icon in the upper right hand corner of the page.

[Go to Application Menu](#)

[Go to Grant Status History](#)

Grant Information

Grantee: Gloucester County
 Vendor #: 216000660-99
 Program: LIHEAP CWA Administration 2015
 Program Year: 2015

Grant Number: 2015-05139-0118-00
 Grant Term: 10/1/2014 - 9/30/2015
 Award Amount: \$11,095.00
 GO's: [View](#)

[Contacts](#)

[General Information](#)

[Grant Information](#)

Grant Title

Grant Description

Complete this sentence:

This award will provide funds...

Term Begin Date

Term End Date

Legal Approval Required?

Legal Approval Date

Legal Approval Upload ([Upload File](#))

2015 Gloucester County LIHEAP CWA Administration

to administer the intake and eligibility determination of prospective beneficiaries of the LIHEAP program, including the accurate input of verified client information into the Family Assistance Management Information System.

10/1/2014

9/30/2015

[Work Plan](#)

[Report Periods](#)

[Contract Information](#)

[Grant Conditions](#)

[Edit](#)

**GRANT/LOAN AGREEMENT:
PROGRAM: LIHEAP CWA Administration 2015
GRANTEE: Gloucester County**

Scope of Services

1. The County of Gloucester, through its County Welfare Agency, (hereafter, the Grantee) shall administer and perform the obligations set forth in this grant agreement with the New Jersey Department of Community Affairs (hereafter, the Department) in accordance with the Electric Discount and Energy Competition Act, N.J.S.A. 48:3-49 et seq. (EDECA or the Act).
2. The Grantee shall use up to \$11,095.00 of grant funds provided under this agreement to:
 - a. Process all requests for Low Income Home Energy Assistance (LIHEAP) check replacements generated through the Family Assistance Management Information System (FAMIS).
 - b. Respond to Client Inquiries regarding the Low Income Energy Assistance Program (LIHEAP) and the Universal Service Fund (USF) and refer clients to the local Community Based Organization administering the Universal Assistance Program Home Energy Assistance program (USFHEA) when updates to the USFHEA database system files are needed.
 - c. Encode the FAMIS document of each applicant for Heating Living Arrangement (a benefits scale that takes into consideration the household's fuel type, income, size, and geographic heating region), including the utility company and account number.
 - d. Review the LIHEAP/USF non-select report, which provides a list of active FAMIS recipients who do not meet the selection criteria for automatic consideration for benefits, generated before the USF season for accuracy and, if file documentation indicates the case was inappropriately non-selected, correct the FAMIS case prior to the first USF automatic processing run.
3. A 100% advance payment of grant funds shall be released to the County upon execution of this agreement.
4. An annual report of activities, collected from the USF/HEA system, will be compiled from the previous year data for the purpose of determining each agency's allocation.

E-5

RESOLUTION TO REMOVE FIVE 2009 CHEVY ELDORADO BUSES #16-1341, #16-1342, #16-1343, #16-1344 AND 16-1345 FROM NJ TRANSIT INVENTORY TO THE SOLE RESPONSIBILITY OF THE COUNTY OF GLOUCESTER

WHEREAS, NJ Transit has submitted correspondence to the County of Gloucester for the purpose of releasing five 2009 Chevy Eldorado buses, DTS #30, #31, #32, #33, and #34. NJ Transit #16-1341 (DTS #30, VIN #1GBJG316X91161617, Plate #CG12330); #16-1342 – (DTS #34, VIN #1GBJG316491161329, Plate #CG12329); #16-1343 – (DTS #31, VIN #1GBJG316X91162427, Plate #CG12331); #16-1344 – (DTS #32, VIN #1GBJG316291162082, Plate #CG12332) and #16-1345 – (DTS #33 – VIN #1GBJG316491162228, Plate #CG12333) from their current lease agreements with NJ Transit under the Federal Transit Administration (FTA) Section 5310 program; and

WHEREAS, these vehicles were originally delivered to Gloucester County under the Federal Transit Administration Section 5310 transportation program; and

WHEREAS, NJ Transit is interested in retiring these vehicles from NJ Transit FTA Section 5310 program inventory, with the County of Gloucester assuming all future responsibilities; and

WHEREAS, NJ Transit has requested certain assurances to provide for the removal from NJ Transit inventory and placement of these vehicles under the County of Gloucester, Division of Transportation Services; and

WHEREAS, the Gloucester County Division of Transportation is interested in accepting title to these vehicles to continue to utilize it in serving our residents with mobility needs; and

WHEREAS, as part of these assurances, Gloucester County agrees to maintain these vehicles in good operating condition, as well as to maintain proper insurance levels for the useful life of the vehicle; and

WHEREAS, the County of Gloucester agrees that upon disposal of these vehicles that it shall place any proceeds of sale back into the transportation program and forward documentation of such funds/proceeds to NJ Transit; and

WHEREAS, the County of Gloucester agrees to keep all related paperwork for Federally-funded vehicles for a period of at least seven (7) years; and

WHEREAS, upon acceptance of title to these vehicles, the County of Gloucester agrees to indemnify NJ Transit and its officers, agents and employees from any claims relating to the operation of said vehicles; and

WHEREAS, the Director of the Board of Chosen Freeholders hereby authorizes the Coordinator of Special Transportation of the County of Gloucester to execute paperwork required by NJ DMV for the purpose of placing this vehicle under title to Gloucester County.

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

- (1) That placement of Vehicles #16-1341 (DTS #30, VIN #1GBJG316X91161617, Plate #CG12330); #16-1342 – (DTS #34, VIN #1GBJG316491161329, Plate #CG12329); #16-1343 – (DTS #31, VIN #1GBJG316X91162427, Plate #CG12331); #16-1344 – (DTS #32, VIN #1GBJG316291162082, Plate #CG12332) and #16-1345 – (DTS #33 – VIN #1GBJG316491162228, Plate #CG12333), as identified above, under the County of Gloucester, Division of Transportation Services is hereby authorized and approved.
- (2) That the Director of the Board of Chosen Freeholders and the Clerk of the Board are hereby authorized to execute any and all documents associated with the release of the vehicle listed above from NJ Transit to the County of Gloucester.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on November 25, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK



3-5

October 21, 2014

Ms. Lisa Cerny
Gloucester County Special Transportation
115 Budd Blvd
West Deptford, NJ 08096-3338

Re: FTA Section 5310 Termination of Lease / Vehicle Retirement
Vehicle #16-1341

Dear Ms. Lisa Cerny,

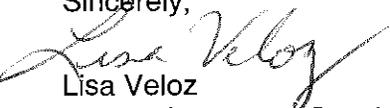
Under an existing Lease Agreement Gloucester County Special Transportation has operated and maintained Vehicle #16-1341 since 10/15/2009. Although this vehicle may still be in good working condition, it has reached its useful life as defined in NJ TRANSIT's Section 5310 State Management Plan either by years of service or mileage and is ready for retirement. To begin the retirement process, I have enclosed a Termination of Lease Agreement for the above mentioned vehicle. In the Lessee Concurrence section, your designated representative must sign three original Agreements for your agency, and you must also have someone from your agency attest those signatures. In addition, all NJT markings from the vehicle including the #16 number on the front and back as well as the wording on the sides must be removed and pictures of the vehicle showing sides and rear of the vehicle must be taken. The three signed Agreements along with the pictures should then be mailed to:

Lisa Veloz
Quality Assurance Specialist
NJ TRANSIT
One Penn Plaza East, 4th Floor
Newark, NJ 07105

The deadline for submitting the signed End of Lease Agreements is Friday, November 14, 2014. Once we receive the Termination of Lease Agreements, we will have them signed by all NJT parties and return to you one fully executed copy along with the title to the vehicle. During this process, your vehicle is still active in the Section 5310 program. Your agency must continue to file Quarterly Reports, your vehicle may still be inspected by our inspectors, and you must abide by all other lease requirements. Your vehicle is not officially "retired" from the program until the date at the top of the fully executed Termination of Lease Agreement.

Please contact me at 973-491-8018 or via email at lveloz@njtransit.com.

Sincerely,


Lisa Veloz
Quality Assurance Specialist
NJT Local Programs

Enclosures: FTA Section 5310 Termination of Lease / Vehicle Retirement
#16-1341

cc: J. Rivera Diaz, Supervisor Quality Assurance, NJT Local Programs
T. Sharpe, Manager, NJT Local Programs



**FTA CAPITAL ASSISTANCE PROGRAM (SECTION 5310)
TERMINATION OF LEASE / VEHICLE RETIREMENT**

(Date-to be filled in by NJT)

Under an existing lease agreement Gloucester County Special Transportation has operated and maintained **Vehicle #16-1341 V.I.N. 1GBJG316X91161617 2009 CHEVY EL DORADO** leased from the NJ TRANSIT Corporation, for use in special transit services. The parties hereto have agreed that the useful service life requirements of the vehicle, NJ TRANSIT's Section 5310 State Management Plan, for the service intended have been reached and that the vehicle can be removed from NJ TRANSIT's Section 5310 program inventory. Upon receipt of the original title from NJ TRANSIT, the agency hereby agrees to immediately have the title transferred from NJ TRANSIT as owner and/or lienholder to the agency as owner, obtain new license plates if required and remove all markings and decals identifying NJ TRANSIT.

The vehicle(s) is/are being transferred to the agency "as is" and **NJ TRANSIT MAKES NO WARRANTIES EXPRESSED OR IMPLIED, AS TO THE VEHICLE AND ASSUMES NO RESPONSIBILITY FOR ITS CONDITION.** Upon transfer of the vehicle(s) to the lessee, the lessee shall indemnify, protect and save harmless NJ TRANSIT, its officers, agents and employees from and against any and all suits, claims, damages and costs of every kind and description arising out of or connected with the ownership, possession, maintenance, or use of the vehicle by lessee or any other person. If the lessee shall dispose of the vehicle in any manner, it shall require the new owner of the vehicle to indemnify NJ TRANSIT and its officers, agents and employees in the same manner.

Upon final execution of this agreement the original lease will be terminated.

In witness whereof, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

NJ TRANSIT CORPORATION:

ATTEST:

Signature Date
Steve Santoro, AED
Capital Planning & Programs

Signature Date
Lea Sheridan, Regional Program Assistant
Local Programs and Minibus Support

LESSEE CONCURRENCE:

AGENCY:

ATTEST:

Signature Date
Print Name: Robert M. Damming
Title: Freeholder Director

Signature Date
Print Name: Robert N. DiLella
Title: Clerk of the Board



E-5

October 21, 2014

Ms. Lisa Cerny
Gloucester County Special Transportation
115 Budd Blvd
West Deptford, NJ 08096-3338

Re: FTA Section 5310 Termination of Lease / Vehicle Retirement
Vehicle #16-1342

Dear Ms. Lisa Cerny,

Under an existing Lease Agreement Gloucester County Special Transportation has operated and maintained Vehicle #16-1342 since 10/15/2009. Although this vehicle may still be in good working condition, it has reached its useful life as defined in NJ TRANSIT's Section 5310 State Management Plan either by years of service or mileage and is ready for retirement. To begin the retirement process, I have enclosed a Termination of Lease Agreement for the above mentioned vehicle. In the Lessee Concurrence section, your designated representative must sign three original Agreements for your agency, and you must also have someone from your agency attest those signatures. In addition, all NJT markings from the vehicle including the #16 number on the front and back as well as the wording on the sides must be removed and pictures of the vehicle showing sides and rear of the vehicle must be taken. The three signed Agreements along with the pictures should then be mailed to:

Lisa Veloz
Quality Assurance Specialist
NJ TRANSIT
One Penn Plaza East, 4th Floor
Newark, NJ 07105

The deadline for submitting the signed End of Lease Agreements is Friday, November 14, 2014. Once we receive the Termination of Lease Agreements, we will have them signed by all NJT parties and return to you one fully executed copy along with the title to the vehicle. During this process, your vehicle is still active in the Section 5310 program. Your agency must continue to file Quarterly Reports, your vehicle may still be inspected by our inspectors, and you must abide by all other lease requirements. Your vehicle is not officially "retired" from the program until the date at the top of the fully executed Termination of Lease Agreement.

Please contact me at 973-491-8018 or via email at lveloz@njtransit.com.

Sincerely,

Lisa Veloz
Quality Assurance Specialist
NJT Local Programs

Enclosures: FTA Section 5310 Termination of Lease / Vehicle Retirement
#16-1342

cc: J. Rivera Diaz, Supervisor Quality Assurance, NJT Local Programs
T. Sharpe, Manager, NJT Local Programs



**FTA CAPITAL ASSISTANCE PROGRAM (SECTION 5310)
TERMINATION OF LEASE / VEHICLE RETIREMENT**

(Date-to be filled in by NJT)

Under an existing lease agreement Gloucester County Special Transportation has operated and maintained Vehicle #16-1342 V.I.N. 1GBJG316491161329 2009 CHEVY EL DORADO leased from the NJ TRANSIT Corporation, for use in special transit services. The parties hereto have agreed that the useful service life requirements of the vehicle, as defined in NJ TRANSIT's Section 5310 State Management Plan, for the service intended have been reached and that the vehicle can be removed from NJ TRANSIT's Section 5310 program inventory. Upon receipt of the original title from NJ TRANSIT, the agency hereby agrees to immediately have the title transferred from NJ TRANSIT as owner and/or lienholder to the agency as owner, obtain new license plates if required and remove all markings and decals identifying NJ TRANSIT.

The vehicle(s) is/are being transferred to the agency "as is" and **NJ TRANSIT MAKES NO WARRANTIES EXPRESSED OR IMPLIED, AS TO THE VEHICLE AND ASSUMES NO RESPONSIBILITY FOR ITS CONDITION.** Upon transfer of the vehicle(s) to the lessee, the lessee shall indemnify, protect and save harmless NJ TRANSIT, its officers, agents and employees from and against any and all suits, claims, damages and costs of every kind and description arising out of or connected with the ownership, possession, maintenance, or use of the vehicle by lessee or any other person. If the lessee shall dispose of the vehicle in any manner, it shall require the new owner of the vehicle to indemnify NJ TRANSIT and its officers, agents and employees in the same manner.

Upon final execution of this agreement the original lease will be terminated.

In witness whereof, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

NJ TRANSIT CORPORATION:

ATTEST:

Signature Date
Steve Santoro, AED
Capital Planning & Programs

Signature Date
Lea Sheridan, Regional Program Assistant
Local Programs and Minibus Support

LESSEE CONCURRENCE:

AGENCY:

ATTEST:

Signature Date
Print Name: Robert M. Damminger
Title: Freeholder Director

Signature Date
Print Name: Robert N. DiLella
Title: Clerk of the Board



3-5

October 21, 2014

Ms. Lisa Cerny
Gloucester County Special Transportation
115 Budd Blvd
West Deptford, NJ 08096-3338

Re: FTA Section 5310 Termination of Lease / Vehicle Retirement
Vehicle #16-1343

Dear Ms. Lisa Cerny,

Under an existing Lease Agreement Gloucester County Special Transportation has operated and maintained Vehicle #16-1343 since 10/15/2009. Although this vehicle may still be in good working condition, it has reached its useful life as defined in NJ TRANSIT's Section 5310 State Management Plan either by years of service or mileage and is ready for retirement. To begin the retirement process, I have enclosed a Termination of Lease Agreement for the above mentioned vehicle. In the Lessee Concurrence section, your designated representative must sign three original Agreements for your agency, and you must also have someone from your agency attest those signatures. In addition, all NJT markings from the vehicle including the #16 number on the front and back as well as the wording on the sides must be removed and pictures of the vehicle showing sides and rear of the vehicle must be taken. The three signed Agreements along with the pictures should then be mailed to:

Lisa Veloz
Quality Assurance Specialist
NJ TRANSIT
One Penn Plaza East, 4th Floor
Newark, NJ 07105

The deadline for submitting the signed End of Lease Agreements is Friday, November 14, 2014. Once we receive the Termination of Lease Agreements, we will have them signed by all NJT parties and return to you one fully executed copy along with the title to the vehicle. During this process, your vehicle is still active in the Section 5310 program. Your agency must continue to file Quarterly Reports, your vehicle may still be inspected by our inspectors, and you must abide by all other lease requirements. Your vehicle is not officially "retired" from the program until the date at the top of the fully executed Termination of Lease Agreement.

Please contact me at 973-491-8018 or via email at lveloz@njtransit.com.

Sincerely,

Lisa Veloz
Quality Assurance Specialist
NJT Local Programs

Enclosures: FTA Section 5310 Termination of Lease / Vehicle Retirement
#16-1343

cc: J. Rivera Diaz, Supervisor Quality Assurance, NJT Local Programs
T. Sharpe, Manager, NJT Local Programs



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October 21, 2014

Ms. Lisa Cerny
Gloucester County Special Transportation
115 Budd Blvd
West Deptford, NJ 08096-3338

Re: FTA Section 5310 Termination of Lease / Vehicle Retirement
Vehicle #16-1344

Dear Ms. Lisa Cerny,

Under an existing Lease Agreement Gloucester County Special Transportation has operated and maintained Vehicle #16-1344 since 10/15/2009. Although this vehicle may still be in good working condition, it has reached its useful life as defined in NJ TRANSIT's Section 5310 State Management Plan either by years of service or mileage and is ready for retirement. To begin the retirement process, I have enclosed a Termination of Lease Agreement for the above mentioned vehicle. In the Lessee Concurrence section, your designated representative must sign three original Agreements for your agency, and you must also have someone from your agency attest those signatures. In addition, all NJT markings from the vehicle including the #16 number on the front and back as well as the wording on the sides must be removed and pictures of the vehicle showing sides and rear of the vehicle must be taken. The three signed Agreements along with the pictures should then be mailed to:

Lisa Veloz
Quality Assurance Specialist
NJ TRANSIT
One Penn Plaza East, 4th Floor
Newark, NJ 07105

The deadline for submitting the signed End of Lease Agreements is Friday, November 14, 2014. Once we receive the Termination of Lease Agreements, we will have them signed by all NJT parties and return to you one fully executed copy along with the title to the vehicle. During this process, your vehicle is still active in the Section 5310 program. Your agency must continue to file Quarterly Reports, your vehicle may still be inspected by our inspectors, and you must abide by all other lease requirements. Your vehicle is not officially "retired" from the program until the date at the top of the fully executed Termination of Lease Agreement.

Please contact me at 973-491-8018 or via email at lveloz@njtransit.com.

Sincerely,

Lisa Veloz
Quality Assurance Specialist
NJT Local Programs

Enclosures: FTA Section 5310 Termination of Lease / Vehicle Retirement
#16-1344

cc: J. Rivera Diaz, Supervisor Quality Assurance, NJT Local Programs
T. Sharpe, Manager, NJT Local Programs



October 21, 2014

Ms. Lisa Cerny
Gloucester County Special Transportation
115 Budd Blvd
West Deptford, NJ 08096-3338

Re: FTA Section 5310 Termination of Lease / Vehicle Retirement
Vehicle #16-1345

Dear Ms. Lisa Cerny,

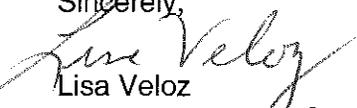
Under an existing Lease Agreement Gloucester County Special Transportation has operated and maintained Vehicle #16-1345 since 10/15/2009. Although this vehicle may still be in good working condition, it has reached its useful life as defined in NJ TRANSIT's Section 5310 State Management Plan either by years of service or mileage and is ready for retirement. To begin the retirement process, I have enclosed a Termination of Lease Agreement for the above mentioned vehicle. In the Lessee Concurrence section, your designated representative must sign three original Agreements for your agency, and you must also have someone from your agency attest those signatures. In addition, all NJT markings from the vehicle including the #16 number on the front and back as well as the wording on the sides must be removed and pictures of the vehicle showing sides and rear of the vehicle must be taken. The three signed Agreements along with the pictures should then be mailed to:

Lisa Veloz
Quality Assurance Specialist
NJ TRANSIT
One Penn Plaza East, 4th Floor
Newark, NJ 07105

The deadline for submitting the signed End of Lease Agreements is Friday, November 14, 2014. Once we receive the Termination of Lease Agreements, we will have them signed by all NJT parties and return to you one fully executed copy along with the title to the vehicle. During this process, your vehicle is still active in the Section 5310 program. Your agency must continue to file Quarterly Reports, your vehicle may still be inspected by our inspectors, and you must abide by all other lease requirements. Your vehicle is not officially "retired" from the program until the date at the top of the fully executed Termination of Lease Agreement.

Please contact me at 973-491-8018 or via email at lveloz@njtransit.com.

Sincerely,


Lisa Veloz
Quality Assurance Specialist
NJT Local Programs

Enclosures: FTA Section 5310 Termination of Lease / Vehicle Retirement
#16-1345

cc: J. Rivera Diaz, Supervisor Quality Assurance, NJT Local Programs
T. Sharpe, Manager, NJT Local Programs



**FTA CAPITAL ASSISTANCE PROGRAM (SECTION 5310)
TERMINATION OF LEASE / VEHICLE RETIREMENT**

(Date-to be filled in by NJT)

Under an existing lease agreement Gloucester County Special Transportation has operated and maintained **Vehicle #16-1345 V.I.N. 1GBJG316491162228 2009 CHEVY EL DORADO** leased from the NJ TRANSIT Corporation, for use in special transit services. The parties hereto have agreed that the useful service life requirements of the vehicle, as defined in NJ TRANSIT's Section 5310 State Management Plan, for the service intended have been reached and that the vehicle can be removed from NJ TRANSIT's Section 5310 program inventory. Upon receipt of the original title from NJ TRANSIT, the agency hereby agrees to immediately have the title transferred from NJ TRANSIT as owner and/or lienholder to the agency as owner, obtain new license plates if required and remove all markings and decals identifying NJ TRANSIT.

The vehicle(s) is/are being transferred to the agency "as is" and **NJ TRANSIT MAKES NO WARRANTIES EXPRESSED OR IMPLIED, AS TO THE VEHICLE AND ASSUMES NO RESPONSIBILITY FOR ITS CONDITION.** Upon transfer of the vehicle(s) to the lessee, the lessee shall indemnify, protect and save harmless NJ TRANSIT, its officers, agents and employees from and against any and all suits, claims, damages and costs of every kind and description arising out of or connected with the ownership, possession, maintenance, or use of the vehicle by lessee or any other person. If the lessee shall dispose of the vehicle in any manner, it shall require the new owner of the vehicle to indemnify NJ TRANSIT and its officers, agents and employees in the same manner.

Upon final execution of this agreement the original lease will be terminated.

In witness whereof, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

NJ TRANSIT CORPORATION:

ATTEST:

Signature Date
Steve Santoro, AED
Capital Planning & Programs

Signature Date
Lea Sheridan, Regional Program Assistant
Local Programs and Minibus Support

LESSEE CONCURRENCE:

AGENCY:

ATTEST:

Signature Date
Print Name: Robert M. Damminger
Title: Freeholder Director

Signature Date
Print Name: Robert N. DiLella
Title: Clerk of the Board

61

**RESOLUTION AUTHORIZING THE PROCUREMENT OF A CONTRACTOR TO
PROVIDE VETERINARY SERVICES AT THE COUNTY'S PROPOSED
SPAY/NEUTER CLINIC**

WHEREAS, each year hundreds of cats and dogs of all ages and breeds are euthanized or suffer as strays in Gloucester County. This is the result of unplanned and uncontrolled litters that are a nuisance to residents and could have been prevented by aggressive spaying and neutering. This facility will enhance efforts to prevent these unwanted litters; and

WHEREAS, the County of Gloucester requires the spay/neuter and inoculation of all impounded animals prior to, or in anticipation of, their adoption from the Gloucester County Animal Shelter (GCAS) and these services are currently provided by contracted veterinarians at their private offices; and

WHEREAS, the County has concluded that the creation of a spay/neuter clinic in a facility adjacent to the GCAS would be more cost effective when balance against the surgical costs and staff time spent transporting the animals to the various veterinary offices; and

WHEREAS, the risk in awarding this concession by the County is minimal considering the clinic will have no impact on the short or long term value of the county building in which it is located; and

WHEREAS, the successful bidder will pay to the County a \$500.00 monthly use fee in the first year with the fee adjusted annually using the CPI-Philadelphia and will also be responsible for all equipment, supplies, medicines and utility costs necessary to operate the clinic; and

WHEREAS, the Contractor will be required to be a licensed Doctor of Veterinary Science and in good standing with the State of New Jersey Board of Veterinary Medical Examiners. The Contractor must also have and maintain general liability, workman's compensation and any other insurance, certifications or proof of documents requested by the County; and

WHEREAS, the total value of the use fee and the discounted services provided will exceed the bid threshold and accordingly the award will be made based on the lowest responsible bidder for the specified surgical procedures; and

WHEREAS, County Counsel has provided an opinion letter in accordance with N.J.A.C. 5:34-9.4 that the creation of the spay/neuter clinic meets the legal definition of a "concession" and the proposed veterinary services can be procured under such program by the County in compliance with the Local Public Contracts Law, N.J.S.A. 40A:11-1, et. seq.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Purchasing Director is hereby authorized to initiate the procurement of a concession contract for veterinary services as hereinabove stated in accordance with the applicable public bidding procedures.

ADOPTED, at the regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Tuesday, November 25, 2014.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

62

**RESOLUTION AWARDING A CONTRACT TO WOODRUFF ENERGY US, LLC FOR
NATURAL GAS SUPPLY SERVICE IN AN AMOUNT NOT TO EXCEED \$300,000.00 PER
YEAR PURSUANT TO THE SOUTH JERSEY POWER COOPERATIVE SYSTEM BID
PROCESS, FOR THE 24 MONTHS FROM THE DECEMBER 2014 METER READ THROUGH
THE NOVEMBER 2016 METER READING**

WHEREAS, the South Jersey Power Cooperative requested bids for the supply and delivery of natural gas for the South Jersey Power Cooperative and its units and sub units; and

WHEREAS, the County of Camden on behalf of the South Jersey Power Cooperative publicly advertised bids for the purpose of procuring Natural Gas Supply Services; and

WHEREAS, the County of Camden received and opened publicly advertised bids on October 16, 2014 for Natural Gas Supply Service for the South Jersey Power Cooperative; and

WHEREAS, Woodruff Energy US, LLC, 73 Water Street, Bridgeton, New Jersey, was the lowest responsible bidder for the supply and delivery of Natural Gas Service for Accounts serviced through South Jersey Gas under the following bid rate:

Utility Company	Rate Category	Bid Price	Duration	Service Start
SJG	Fixed Price	\$6.128	24 Months	December 2014

WHEREAS, the County of Gloucester is a participating unit in the South Jersey Power Cooperative and, accordingly, is entitled to receive the benefits of the cooperative purchasing process; and

WHEREAS, the terms of the Agreement between the County of Gloucester as a participating unit and Woodruff Energy US, LLC shall be as set forth in the master agreement between the South Jersey Power Cooperative and Woodruff Energy US, LLC; and

WHEREAS, funding for the respective contracts shall be encumbered at the rate of the above-stated per dekatherm amounts to the limit of the budget appropriation for this purpose in accordance with N.J.A.C. 5:30-5.5(b)(2) and shall further be contingent upon the availability and appropriation of sufficient funds for this purpose in the County's 2014 permanent budget and the temporary and/or permanent 2015 and 2016 budgets; and

WHEREAS, the contract shall be, for the purchase of an estimated quantity of services, with a minimum contract amount of zero, and a maximum annual contract amount of \$300,000.00. The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and therefore, no Certificate of Availability of Funds is required at this time. Continuation of the contract beyond December 31, 2014 is contingent upon approval of the 2015 Gloucester County Budget.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Chosen Freeholders of the County of Gloucester, as a participating unit in the South Jersey Power Cooperative hereby awards a contract for Natural Gas Supply service to Woodruff Energy US, LLC, for a minimum contract amount of zero and a maximum contract amount of \$300,000.00 per year for the period beginning with Gloucester County's December 2014 meter reading date and concluding with its November 2016 meter reading, through the South Jersey Power Cooperative and pursuant to the master contract negotiated by and between the South Jersey Power Cooperative and Woodruff Energy US, LLC for South Jersey Gas Accounts only; and

BE IT FURTHER RESOLVED, that the Director of the Board be and is hereby authorized to execute and Clerk of the Board be and is hereby authorized to attest to, if necessary, any contract or other document necessary to effectuate the award of this contract through the South Jersey Power Cooperative.

ADOPTED at a regular meeting, of the Board of Chosen Freeholders of the County of Gloucester, held on Tuesday, November 25, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

62

To: Participating Members of the SJPC
From: Anna Marie Wright,
Date: October 17, 2014
RE: ITB A71-14 Natural Gas Supply Service - Bid Summary and Results
Cc: V. Molloy, Concord Energy Services
K. Davis, Concord Energy Services

Camden County, as lead agency for the South Jersey Power Cooperative, is pleased to provide the following summary relative to the procurement of natural gas per ITB A71-14. As the memo below will show, significant savings have been achieved and participants in South Jersey Gas utility are projected to save over \$630,000 annually in the aggregate.

Summary

Bids for retail natural gas supply service were received by Camden County via sealed bid on Thursday, October 16, 2014. This overview provides a summary of the bid information and results. If you have any questions concerning this document, you may feel free to contact either me or Concord Energy Services directly.

Winning Bidder, Contact Information, Service Period and Prices

Winning Bidder: Woodruff Energy US, LLC
~~1 Hess Plaza Woodbridge, NJ 07095~~ 73 Water Street, Bridgeton NJ
Phone: 732.750.6888 Fax: 732.750.6927 856-455-1111 Ph 08302
Kevin George, Government Sales Manager 856-455-4085 Fx
kgeorge@hess.com

SJPC Consultant: Concord Energy Services
520 South Burnt Mill Road Voorhees, NJ 08043
Phone: 856-427-0200 Fax: 856.427.6529

Service Period:

Service Start: First meter read after November 30, 2014
Service End: November 2016 (ends with each account's December's 2016 meter read date)
Term of Service: 24 months

Bid Pricing:

Firm, Fixed Pricing

Utility	Rate Code	Term (months)	Bid Price
SJG	GSG/GSG-FT	24	\$6.128/dth
SJG	GSG-LV	24	\$5.792/dth
SJG	CTS	24	\$4.506/dth

Camden County did not award any PSEG accounts and will seek new bid pricing for PSEG accounts via ITB#76-14 which will be due on Thursday, November 13, 2014.

Participating Entities and their respective accounts serviced by South Jersey Gas are attached.

Projected Savings by County:

Annual Projected Savings by County						
County	Bid Lot	Historical Annual DTH usage	Current Contract Rate \$/DTH	Bid Price \$/DTH	Annual Projected Savings	Term Projected Savings
Atlantic	2b	120,293	\$6.99	\$6.128	\$103,692.39	\$207,384.79
	3b	31,935	\$6.99	\$5.792	\$38,258.01	\$76,516.02
				Totals	\$141,950.40	\$283,900.81
Camden	2b	58,258	\$6.99	\$6.128	\$50,218.14	\$100,436.27
	3b	103,752	\$6.99	\$5.792	\$124,294.78	\$248,589.55
				Totals	\$174,512.91	\$349,025.83
Cape May	2b	99,328	\$6.99	\$6.128	\$85,620.65	\$171,241.30
				Totals	\$85,620.65	\$171,241.30
Gloucester	2b	58,174	\$6.99	\$6.128	\$50,145.56	\$100,291.11
	3b	44,079	\$6.99	\$5.792	\$52,806.16	\$105,612.33
	4b	34,881	\$6.99	\$4.506	\$86,644.40	\$173,288.81
				Totals	\$189,596.12	\$379,192.25
Salem	2b	15,214	\$6.99	\$6.128	\$13,114.04	\$26,228.07
	3b	9,906	\$6.99	\$5.792	\$11,867.75	\$23,735.49
				Totals	\$24,981.78	\$49,963.57
Cumberland	2b	16,688	\$6.99	\$6.128	\$14,384.97	\$28,769.94
				Totals	\$14,384.97	\$28,769.94
Total Projected Savings All Counties					\$631,046.85	\$1,262,093.69

Billing and Payment Terms:

Each Participating Entity shall receive one consolidated bill from their respective utility with a separate line item charge from Woodruff Energy US, LLC for the natural gas supply. Billing for each SJPC Member shall be based upon the applicable Local Distribution Company's (utility) meter readings by location.

Your respective utility will continue to provide the delivery and distribution of the natural gas supply and will continue to bill members for this service. The utility is responsible for maintaining the existing network of wires, pipes and poles that make up the delivery system, which will serve all consumers, regardless of whom they choose to purchase their natural gas supply from.

Invoice payment terms are 20 days.

Next Steps:

Attached, please find a copy of the Natural Gas Supply Agreement between the County of Camden and the winning supplier (Woodruff Energy US, LLC.). It is recommended that each participating entity pass a confirming resolution acknowledging the award of the contract. The resolution should include the awarded supplier, bid prices, and term.

Ongoing Contract Support

Throughout the term of this contract, you may contact Kristin Davis, Energy Analyst at Concord Energy Services for assistance with contract questions, billing issues and/or general energy related questions. Kristin can be reached at T: 856-427-0200 x 186 or via email at kdavis@concord-engineering.com.

Attachments:

1. Appendix B – Natural Gas Supply Service Agreement
2. Appendix C – Participating Entities and accounts

RESOLUTION

Res-Pg: 68-1

**RESOLUTION AUTHORIZING AWARD OF CONTRACT (BID A-71/2014), BY
AND BETWEEN THE COUNTY OF CAMDEN (DIVISION OF PURCHASING)
AND WOODRUFF ENERGY US LLC, FOR NATURAL GAS SUPPLY SERVICE
UNDER THE SOUTH JERSEY POWER COOPERATIVE**

WHEREAS, the County of Camden, as the Lead Agent for the South Jersey Power Cooperative (SJPC), received and opened publicly advertised Bid A-71/2014 on October 16, 2014 at 11:30 A.M., Prevailing Time for the Supply and Delivery of Natural Gas to Various South Jersey Power Cooperative Locations; and

WHEREAS, One (1) bid was received; and

WHEREAS, as the Lead Agency for the South Jersey Power Cooperative, the County hereby declares Woodruff Energy US, LLC, as the lowest responsible bidder for Lot 2B, 3B and 4B for a term of 24 months commencing with the first (1st) meter reading after November 30, 2014 at the dekatherm prices listed in Woodruff Energy US, LLC's Proposal for Bid A-71/2014; and

WHEREAS, funding for this purpose (Camden County's needs) shall be contingent upon the availability and appropriation of sufficient funds for this purpose in the County's permanent 2014 budget and 2015 and 2016 temporary and/or permanent County budgets and shall be encumbered at the aforementioned rates to the limit of the County's budget line item appropriation in accordance with N.J.A.C. 5:30-5.5(b)(2); and

WHEREAS, each participating government entity in the South Jersey Power Cooperative, shall be responsible for insuring the availability and appropriation of sufficient funds with respect to this award in accordance with law; and

WHEREAS, each participating government entity shall award a similar contract for its needs to Woodruff Energy US, LLC; now, therefore,

BE IT RESOLVED by the Board of Chosen Freeholders of the County of Camden

Introduced on: October 16, 2014
Adopted on:
Official Resolution#:

RESOLUTION

Res-Pg: 68-2

that, contingent upon funding as set forth above, the bid of Woodruff Energy US, LLC, 73 Water Street, Bridgeton, New Jersey 08302, Supply and Delivery of Natural Gas to Various South Jersey Power Cooperative Locations - Lot 2B, 3B and 4B, at the dekatherm prices listed in Woodruff Energy US LLC's proposal for Bid A-71/2014, for a term of 24 months commencing with the first (1st) meter read after November 30, 2014, be and the same is hereby approved and awarded; and

BE IT FURTHER RESOLVED that the proper officers of the County of Camden are hereby authorized and instructed to sign and execute all necessary contracts, purchase orders, or other legal instruments in connection therewith and to sign checks or vouchers for the payment thereof, when such materials and services have been delivered and accepted by the County of Camden; and

BE IT FURTHER RESOLVED that each Participating Government Entity shall encumber funds in accordance with law and shall award a similar contract for its needs to Woodruff Energy US LLC, as appropriate, in accordance with the aforementioned terms and conditions.

LJP:amf

#8658

H:\Files-General\Coop. Pricing\SJPC\Nat. Gas -- 2014
Res. auth. Bid A-71/2014 - 2 Yr. Agt. - Woodruff
Auth. 10-16-14

Introduced on: October 19, 2014
Adopted on:
Official Resolution#:

ITB A71-14 - SJPC Natural Gas Supply Service

Bid Lot	Start Month	Utility	Rate Code	Accts	Total DTH Usage	Historical Current		Annual Contract		Annual Projected		Term Projected	
						\$/DTH	Usage	Rate	Bid Price	Projected Savings	Projected Savings		
Bid Lot 2b	Dec-14	SIG	GSG	594	367,950	\$6.99	\$6.1280	\$317,173.27	\$634,346.53				
Bid Lot 3b	Dec-14	SIG	GSG-1V	7	189,672	\$6.99	\$5.7920	\$227,226.75	\$454,453.50				
Bid Lot 4b	Dec-14	SIG	CTS	1	34,881	\$6.99	\$4.5060	\$86,644.48	\$173,288.96				
Totals:					602	592,503		\$631,044.49	\$1,262,088.99				

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**RESOLUTION AWARDING A CONTRACT TO MATERIAL SOURCE POINT, LLC
SUPPLYING FORTY-FIVE (45) STATIONARY, DOUBLE INSULATED WINDOWS TO BE
INSTALLED AT THE DIVISION OF SOCIAL SERVICES BUILDING FOR \$40,946.00**

WHEREAS, the County of Gloucester advertised and received sealed bids for the supplying of forty-five (45) stationary, double insulated windows with white aluminum frames to be installed at its Division of Social Services Building, 400 Hollydell Drive, Sewell, NJ, as per bid PD 014-050; and

WHEREAS, after following proper public bidding procedure, it was determined that Material Source Point, LLC, with offices at 64 Sandbridge Road, Pittsgrove, NJ 08318 was the lowest responsive and responsible bidder to perform said services for the total Contract amount of \$40,946.00; and

WHEREAS, the Purchasing Agent of the County has certified the availability of funds in the amount of \$40,946.00 pursuant to CAF#14-09481, which amount shall be charged against budget line item #4-01-27-345-002-66104.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Contract for the supplying of forty-five (45) stationary, double insulated windows to be installed at the Division of Social Services Building, 400 Hollydell Drive, Sewell, NJ, is hereby authorized in accordance with and pursuant to the bid submitted by Material Source Point, LLC, and the specifications promulgated by the County, and that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to the Contract for the total amount of \$40,946.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Tuesday, November 25, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

6-3

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
MATERIAL SOURCE POINT, LLC**

THIS CONTRACT is made effective the 25th day of November, 2014 by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **MATERIAL SOURCE POINT, LLC**, with offices at 64 Sandbridge Road, Pittsgrove, NJ 08318, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supply of forty-five (45) stationary, double insulated windows with white aluminum frames to be installed at the Division of Social Services Building located at 400 Hollydell Drive, Sewell, NJ as set forth in PD 014-050; and

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

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

TERMS OF AGREEMENT

1. **TERMS**. Vendor will provide forty-five (45) stationary, double insulated windows to be installed at the Division of Social Services Building consistent with the specifications, identified as PD 014-050, which are incorporated into and made a part of this Contract.

2. **COMPENSATION**. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD 014-050, for the total Contract amount of \$40,946.00.00.

Vendor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided. After approval by County, the payment voucher shall be placed in line for prompt payment.

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

3. **DUTIES OF VENDOR**. The Vendor will supply forty-five (45) stationary, double insulated windows to be installed at the Division of Social Services Building located at 400 Hollydell Drive, Sewell, NJ as per the specifications identified as PD 014-050, which is incorporated by reference and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the bid documents. Should there occur a conflict between this form of Contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

5. LICENSING AND PERMITTING. If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect,

Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD 014-050, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any

attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

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

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

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

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

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

12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of the County or infringe on the rights of the public.
13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the Contract sum shall be adjusted accordingly. This Contract and the Contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
17. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.
18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.
19. **CONFLICT OF INTEREST.** Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.
20. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
21. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

22. CONTRACT PARTS. This Contract consists of this Contract document and the specifications identified as PD 014-050, and the bidder's bid package, all of which are referred to and incorporated herein. Should there occur a conflict between this form of Contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT is dated this 25th day of November, 2014.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

MATERIAL SOURCE POINT, LLC

TRACEY PIROZZI, MANAGING MEMBER

<p>PD 014-050 Bid Opening 10/29/2014 10:00am SPECIFICATIONS FOR SUPPLYING FORTY -FIVE (45) STATIONARY, DOUBLE INSULATED WINDOWS TO BE INSTALLED AT THE DEPARMENTOF SOCIAL SERVICES</p>		<p>VENDOR: Material Source Point, LLC 64 Sandbridge Rd. Pittsgrove, NJ 08318 Tracey Pirozzi, Managing Member 856-521-0470 856-521-0753 Fax tpirozzi@materialsourcepoint.com</p>
<p>ITEM</p>	<p>DESCRIPTION</p>	<p>PRICE</p>
<p>1</p>	<p>45 Stationary, Double Insulated Windows with White Aluminum Frames</p>	<p>\$40,946.00</p>
	<p>DELIVERY ARO</p>	<p>30 Days</p>
	<p>Variations: (if any)</p>	<p>None</p>
	<p>Will you extend your prices to local government entities within the County</p>	<p>N/A</p>
	<p>Bid specifications sent to:</p>	<p>Garozzo & Scimeca Construction, Marvin Windows and Door Products, GTM Signs</p>
	<p>Based upon the bids received, I recommend that Material Source Point, LLC be awarded this as the lowest, responsive, responsible bidder.</p>	<p>Sincerely, Peter M. Mercanti Purchasing Director</p>

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

Certificate of Availability of Funds

TREASURER'S NO. 14-09481

DATE 10/29/14

4-01-27-345-002-66104

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Social Services

AMOUNT OF CERTIFICATION 40,946 COUNTY COUNSEL _____

DESCRIPTION: 45 Stationary Double Insulated Windows

14 White Aluminum Frames

VENDOR: Material
National Source Point LLC

ADDRESS: 64 Sand Bridge Rd
Pittsgrove NJ 08318

Edward Hess 10/29/14
DEPARTMENT HEAD APPROVAL

APPROVED [Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
NOT APPROVED

DATE PROCESSED 10-30-14

11/25/14
Freeholder
Meeting

G-4

RESOLUTION AUTHORIZING THE PURCHASE OF LABOR AND MATERIALS FROM COMMERCIAL INTERIORS DIRECT, INC., FOR INSTALLATION OF CARPETING IN VARIOUS COUNTY BUILDINGS THROUGH STATE CONTRACT #A81755 FROM NOVEMBER 25, 2014 TO NOVEMBER 24, 2015 IN AN AMOUNT NOT TO EXCEED \$75,000.00

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

WHEREAS, the County has a need to purchase carpeting and installation services for use in various County buildings; and

WHEREAS, it has been determined that the County may purchase labor and materials through State Contract # A81755, for the installation of carpet from Commercial Interiors Direct, Inc., 1 South Corporate Drive, Riverdale, NJ 07457, from November 25, 2014 to November 24, 2015; and

WHEREAS, the contract shall be for estimated units of service, in an amount not to exceed \$75,000.00. As such, the contract is open-ended and does not obligate the County of Gloucester to make any purchase; therefore, no Certificate of Availability of Funds is required at this time. Continuation of this Contract beyond December 31, 2014 is contingent upon adoption of the 2015 Gloucester County budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase labor and materials for the installation of carpeting from Commercial Interiors Direct, Inc., in an amount not to exceed \$75,000.00, from November 25, 2014 to November 24, 2015; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Tuesday, November 25, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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15

RESOLUTION AUTHORIZING GRANT APPLICATION FOR THE COUNTY PROSECUTOR INSURANCE FRAUD REIMBURSEMENT PROGRAM THROUGH THE NEW JERSEY DIVISION OF CRIMINAL JUSTICE, OFFICE OF THE INSURANCE FRAUD PROSECUTOR, IN THE AMOUNT OF \$137,543.00 FROM JANUARY 1, 2015 TO DECEMBER 31, 2015

WHEREAS, the Gloucester County Prosecutor desires to submit a grant application to the New Jersey Division of Criminal Justice, Office of Insurance Fraud Prosecutor, for funding for the County Prosecutor Insurance Fraud Reimbursement Program within Gloucester County, in the amount of \$137,543.00 from January 1, 2015 to December 31, 2015; and

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

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

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

WHEREAS, the Gloucester County Board of Chosen Freeholders acknowledges that the amount of the grant funds to be requested is \$137,543.00, for the period of January 1, 2015 through December 31, 2015.

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

1. The Freeholder Director and Clerk of the Board hereby approve the above referenced grant application;
2. The Freeholder Director be and is hereby authorized to execute and Clerk of the Board be and is hereby authorized to attest to any and all documents necessary in connection with the filing of grant application with the New Jersey Division of Criminal Justice, Office of the Insurance Fraud Prosecutor for the County Prosecutor Insurance Fraud Reimbursement Program, in the amount of \$137,543.00 from January 1, 2015 to December 31, 2015;
3. That the Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any additional assurances as may be required.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Tuesday, November 25, 2014 at Woodbury, New Jersey.

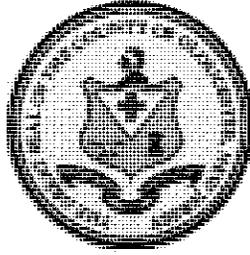


COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK



County of Gloucester

RESOLUTION AUTHORIZING GRANT APPLICATION FOR THE COUNTY PROSECUTOR INSURANCE FRAUD REIMBURSEMENT PROGRAM THROUGH THE NEW JERSEY DIVISION OF CRIMINAL JUSTICE, OFFICE OF THE INSURANCE FRAUD PROSECUTOR, IN THE AMOUNT OF \$137,543.00 FROM JANUARY 1, 2015 TO DECEMBER 31, 2015.

CERTIFICATION

I, **ROBERT N. DILELLA**, Clerk of the Board of Chosen Freeholders of the County of Gloucester do hereby certify that: **(1)** this is a true copy of the above-titled Resolution finally adopted at a meeting of the Board of Chosen Freeholders held on the **25th** day of **November, 2014**, and duly recorded in my office; **(2)** that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and **(3)** that I am duly authorized to execute this certificate.

DATED this _____ day of _____, 2014.

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

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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: 10/29/14

1. TYPE OF GRANT
NEW GRANT
 RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER 14-242

2. GRANT TITLE: County Prosecutor Insurance Fraud Reimbursement Program

3. GRANT TERM: FROM: 1/1/14 TO: 12/31/14

4. COUNTY DEPARTMENT: Prosecutor's Office

5. DEPT. CONTACT PERSON & PHONE NUMBER: Margaret Cipparrone 384-5648

6. NAME OF FUNDING AGENCY: NJ Division of Criminal Justice, Office of Insurance Fraud

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): This grant funds the salaries for a detective and partially pays salaries for an assigned assistant prosecutor and support staff. The Gloucester County Insurance Fraud Unit 's mission is: to detect, investigate and prosecute fraud; deter future acts of insurance fraud; increase citizen awareness of the offense and its inherent costs; and work with local, county and state agencies as well as insurance company investigators to achieve these objectives. To that end, the Gloucester County Insurance Fraud Unit established a number of proactive programs. These programs vary depending upon their success. However, the face of insurance fraud has changed and the Unit is changing with it. Now the focus is on narcotics and insurance fraud and consumer application fraud.

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

NAME	AMOUNT	NAME	AMOUNT
William Perna	\$101,610	Investigative FTE	\$6,300
Assistant Prosecutor FTE	\$8,800		
Clerical FTE	\$2,400		

FTE = Full time equivalent

9. TOTAL SALARY CHARGED TO GRANT: \$119,110

10. INDIRECT COST (IC) RATE: _____%

11. IC CHARGED TO GRANT \$ 0

12. FRINGE BENEFIT RATE CHARGED TO GRANT: 8.05%, 56.83%

13. DATE APPLICATION DUE TO GRANTOR 10/24/14

C-2 LINE ITEM NARRATIVE
COUNTY PROSECUTOR INSURANCE FRAUD REIMBURSEMENT PROGRAM
January 1, 2014 – December 31, 2014

Salaries & Wages

10101 – Regular Pay

The Gloucester County Insurance Fraud Unit is requesting only those funds necessary for the continuation of this Unit. Detective Perna works 100% on his time on insurance fraud matters, unless otherwise noted on the time certifications. Det. Steve Hogan will spend about 15% (FTE) billable time on Insurance Fraud Matters. Mariann Smith is the support staff assigned to the unit as FTE. Mariann assists with keeping track of the stats, time sheets, and correspondence regarding Insurance Fraud matters. Margaret Cipparrone is the Assistant Prosecutor assigned to the unit as FTE. The FTE allocations are necessary as the Gloucester County Prosecutor's Office needs to equitably distribute the heavy workload amongst the existing Assistant Prosecutors. AP Cipparrone will meet the goals of the Insurance Fraud Unit while also contributing time to other matters. In addition FTE reimbursements will be requested for other assistant prosecutor and/or support staff that work on insurance fraud matters if Ms. Cipparrone and/or Ms. Smith are unavailable. Billie-Jo Scott is the Office manager and assists the grant application quarterly reports. She is billed as an FTE

20994 - Fringe Benefits

Fringe benefits rates are based on the current 2014 rates as 2015 rates are not yet available. They reimburse for pension, benefits, and other taxes.

BUDGET NARRATIVE
COUNTY PROSECUTOR INSURANCE FRAUD REIMBURSEMENT PROGRAM
January 1, 2015 – December 31, 2015

10101	Salaries & Wages / Regular Pay	\$119,110
20994	Fringe	\$18,433
	Total	\$137,543

New Jersey Office of the Insurance Fraud Prosecutor
County Prosecutor Insurance Fraud Reimbursement Program

Reimbursement Application

For the Period January 1, 2015 - December 31, 2015

Application Overview

Name of County: Gloucester County

Implementing Agency: Gloucester County Prosecutor's Office

Program Summary (limit 100 words or less):

The Gloucester County Insurance Fraud Unit 's mission is: to detect, investigate and prosecute fraud; deter future acts of insurance fraud; increase citizen awareness of the offense and its inherent costs; and work with local, county and state agencies as well as insurance company investigators to achieve these objectives. To that end, the Gloucester County Insurance Fraud Unit established a number of proactive programs. These programs vary depending upon their success. However, the face of insurance fraud has changed and the Unit is changing with it. Now the focus is on narcotics and insurance fraud and consumer application fraud.

County Requested Funding	\$ 137,543
OIFP Approved Funding	\$

Approved:

Office of Insurance Fraud Prosecutor/Date

Application Deadline: October 24, 2014

Table of Contents

(Include a completed Table of Contents as page 2 of the application.
The application must be in the following order. Insert page numbers for each section.)

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Application Authorization; Civil Rights Compliance	30
General Conditions and Assurances; Certification	31-32
County Resolution of Participation	33
(If available when submitting application; otherwise, provide Board of County Freeholders' meeting date in cover letter. See <i>New Jersey County Prosecutor Insurance Fraud Reimbursement Program Guidelines, rev. 8/22/12.</i>)	

Applicant Information

Name of the County: County of Gloucester

Address: 2 South Broad Street, P.O. Box 337

City/State/Zip Code: Woodbury, NJ 08096

County Web Site: www.co.gloucester.nj.us

Federal ID Number: 21-6000660

County Prosecutor: Sean F. Dalton

Address, City, State, Zip: P.O. Box 623, Woodbury, NJ 08096

Telephone: 856-384-5534

Fax: 856-384-8624

Email: sdalton@co.gloucester.nj.us

Name and Title of CPO Program Director: Margaret Cipparrone, Assistant Prosecutor

Address, City, State, Zip Code: P.O. Box 623, Woodbury, NJ 08096

Telephone: 856-384-5648

Fax: 856-384-8624

Email: mcipparrone@co.gloucester.nj.us

Name and Title of CPO Contact Person: Billie-Jo Scott, Office Manager

Address, City, State, Zip Code: P.O. Box 623, Woodbury, NJ 08096

Telephone: 856-384-5532

Fax: 856-384-8624

Email: bjscott@co.gloucester.nj.us

Name and Title of County Chief Financial Officer: Gary Schwarz, Treasurer

Address, City, State, Zip Code: P.O. Box 337, Woodbury, NJ 08096

Telephone: 856-853-3353

Fax: 856-251-6778

Email: gschwarz@co.gloucester.nj.us

Name and Title of CPO Fiscal Contact Person: Amanda Liberto, Accountant

Address, City, State, Zip Code: P.O. Box 337, Woodbury, NJ 08096

Telephone: 856-853-3356

Fax: 856-251-6778

Email: aliberto@co.gloucester.nj.us

Agency Description, Background, Experience and Capability

The Gloucester County Insurance Fraud Unit is funded by a reimbursement program administered through the State Office of the Insurance Fraud Prosecutor. The unit consists of one assistant prosecutor, two detectives, and one secretary.

Assistant Prosecutor Margaret A. Cipparrone earned a Bachelor's Degree in Business Administration from the University of Michigan, graduating with high honors. She then earned a Jurisprudence Doctorate from Rutgers School of Law at Camden, graduating with highest honors and numerous awards. Prior to becoming employed with the Insurance Fraud Unit, Ms. Cipparrone worked for years with the insurance industry. As an associate in a civil defense firm, she drafted letters of opinion regarding insurance coverage issues and prepared the legal defense of hundreds of civil litigation lawsuits. The lawsuits varied from PIP claims to auto liability, premises liability, commercial liability, construction liability, contract disputes, and dram shop matters. Ms. Cipparrone's work required her to work closely with insurance claims adjusters and SIU personnel.

Detective William Perna has an Associate's Degree in Applied Science from Camden County College, a Bachelor of Arts Degree from Fairleigh Dickinson University, and a Master of Science Degree from the Fairleigh Dickinson University Public Administration Institute. He is a retired New Jersey State Police Officer, retiring after serving 27 years with the State Police and achieving the rank of Lieutenant. While in the State Police, Detective Perna was in charge of the South Intelligence Unit, responsible for investigating organized criminal activity in the seven southern counties of New Jersey. He was also assigned to the Federal Joint Terrorism Task Force in Newark on 9-11 and assigned to the Joint Terrorism Task Forces in New Jersey and Philadelphia, Pennsylvania. Detective Perna's training, experience, and numerous contacts are invaluable to the Insurance Fraud Unit within the Gloucester County Prosecutor's Office.

Det. Steven Hogan has a Bachelor of Science degree from Richard Stockton State College of New Jersey. He has 13 years of Experience as a law enforcement officer. Twelve of those years he served with the Delaware River Port Authority (DRPA) and the last year with the Gloucester County Prosecutor's Office. Duties included patrolling areas under the jurisdiction of the DRPA and enforcement of motor vehicle, disorderly, criminal laws and ordinances in New Jersey and Pennsylvania. He has experience in investigating and clearing motor vehicle crashes. Det. Hogan has already spent several months working in our Insurance Fraud Unit reviewing and investigating insurance fraud cases where insurance fraud was overlooked.

Marianne Smith is the secretary to the unit. Ms. Smith is a recent employee of the Gloucester County Prosecutor's Office coming to the office with years of experience as a legal secretary in a private firm. She is currently being trained by Joanne Eichenberg who worked as the unit's legal secretary off and on for years. Joanne will also be Marianne's backup. We enjoy working with both women and look forward to a new year of timely reporting to the State.

Problem Statement

The Gloucester County Insurance Fraud Unit is pro-active in its mission to detect and deter insurance fraud. The Unit is successful in developing a good working relationship with the twenty-four local police departments. It is necessary to continue to foster this relationship to improve detection, investigation and prosecution of insurance fraud matters. However, the Unit is evolving as the focus on insurance fraud changes.

The face of insurance fraud has changed over the last few years. Historically, a large number of auto thefts and auto "give-up" were reported from the Deptford Mall. However, with the institution of a program by this Unit requiring immediate faxing of auto theft reports to this Unit and the installation of new surveillance cameras, there have been no reported auto thefts at the Deptford Mall since the inception of this program in the year 2007. Thus, the Mall Initiative is no longer a necessary part of the pro-active programs

As auto thefts and "give-ups" decreased, the focus moved to fraudulent motor vehicle insurance identification cards. However, over the last two years, that form of insurance fraud has also decreased.

Now the focus is on Healthcare claims fraud as it relates to narcotics. With the increase in the popularity of pharmaceuticals as recreational street drugs, comes an increase in the number of cases involving payment for fraudulent prescriptions with an insurance prescription card. Again, the difficulty in prosecuting healthcare claims fraud appears to be the lack of training of the local police. During the investigation they do not ask what form of payment was used to purchase the prescription. To that end, Detective Steve Hogan started a new program in mid-September 2014. He screens all pre-indictment grand jury files looking for cases where a possible charge of insurance fraud was overlooked. Since beginning this program six weeks ago Detective Hogan has opened five such cases. Additionally, Detective Bill Perna is teaching at the Basic Narcotics School. Detective Perna created a power point presentation to demonstrate how insurance fraud goes hand in hand with obtaining narcotics through fraudulent means. Moreover, he is also teaching at the Gloucester County Detective's Association wherein each of the twenty four county police departments is be represented.

The Insurance Fraud Unit works in concert with the Arson Unit to handle such offenses as arson for profit. The insurance fraud unit has held two seminars in the past few years for the County fire departments. This year the ATF taught on the preservation and collection of evidence to aid in the investigation of cause and origin. Moreover, Assistant Prosecutor Cipparrone teaches at the Arson Investigators Academy each time training is held. She teaches legal issues of arson investigation, including the gathering of evidence for insurance fraud prosecution and testimony at trial. This program is held every other year. AP Cipparrone taught this course in the spring 2014 and will again teach in the spring of 2016. Moreover, AP Cipparrone teaches at the spring and fall courses for police cadets. This program is held at the Police Academy at the Gloucester County College. She teaches arson and insurance fraud among other topics. She last taught in September and October 2014.

Program Evaluation

With two months remaining in the year, Gloucester County is re-vamping the Insurance Fraud Unit and hustling to achieve its 2014 goals. We are certain we can do so.

GOALS for 2014:

1. Prevention, early detection, aggressive pursuit and prosecution of insurance fraud;
2. Increase consumer awareness;
3. Timely reporting to the State OIFP

OBJECTIVES FOR 2014 (List the Program's Objectives):

1. Disseminate information on insurance fraud statutes and any changes or developments therein;
2. Train local police departments in detecting fraudulent documents and in healthcare claims fraud, particularly prescription payment fraud;
3. Continue with the Deptford Mall Initiative on an as needed basis
4. Train police recruits at the police academy on the insurance fraud statutes;
5. Teach candidates at the Fire Investigators Academy;
6. Provide speakers to public groups and/or work the county National Night Out Program

PROJECT ACTIVITIES for 2014 (List specific activities related to the achievement of goals and objectives. Include dates of accomplishments.):

1. Outreach seminars with the local police departments. Target eight per year;
2. Continue Ride-Along Program with the local police departments;
3. Continue working with the MVC.
4. Continue working with Deptford Police substation within the Deptford Mall (only as necessary).
5. Teach the new police recruits on insurance statutes -- spring and fall recruits at the police academy
6. Teach candidates at the Fire Investigators Academy.

7. Provide speakers to public groups on insurance fraud and identity theft and/or work National Night Out.
8. Continue participating in county activities;
9. Timely reports to the State.

PROGRESS TO DATE: (Relate to goals, objectives and activities. Highlight significant accomplishments and problems. Quantify where possible.)

It recently came to our attention that the Gloucester County Insurance Fraud Unit was not prosecuting a sufficient number of cases. To that end, Detective Perna met with the OIFP Office in Trenton. He spoke with DAG Cheryl Macaroni and Law Enforcement Liaison Jon Powers. The meeting proved successful. In the third quarter of the year, we are adjusting our activities.

1. Due to a lack of interest on the part of the local police departments, Detective Perna discontinued the in-house seminars with the local police departments. He replaced the in-house seminars with instruction at the Basic Narcotics School and the Gloucester County Detectives Association where he emphasizes the relationship between narcotics and insurance fraud. In the four weeks since starting this program, he has opened two new cases. They are referred to as "pill" cases.
2. Again, due to the lack of interest on the part of the local police departments, no ride-alongs were conducted in 2014. However, after the meeting with OIFP, Detective Perna reached out to the Salem County Insurance Fraud Unit and learned of an initiative involving ride-alongs and the utilization of the Auto License Plate Reader. Detective Perna is currently establishing the same program for out County
3. The Unit did not participate in a ride-along program with the Motor Vehicle Commission in 2014. However, Detective Perna continues to work with the MVC in West Deptford and Washington Township looking for referrals of suspicious registration of vehicles. If it is determined that a fraudulent insurance policy was used to register the vehicle, the perpetrator is also charged with tampering with public records.
4. Additionally, the Gloucester County Insurance Fraud Unit developed a program called the Deptford Mall Stolen Vehicle Program. The Unit Detective, Bill Perna, worked with the Deptford Police and the Mall Security personnel, who both maintain satellite offices at the Mall. The program was initiated in 2003 due to the large number of stolen vehicles. At that time, the mall averaged one stolen vehicle report per week. Since the institution of the program requiring the immediate faxing of the report to this Unit, no autos have been reported stolen. This result is a combination of the new video equipment at the mall and the fast response time as a result of the faxing of the reports. This outreach program has been discontinued as there was no further need for contact due to the virtual elimination of auto thefts at this mall. However, once a month an anti-crime meeting is held at the Gloucester County Prosecutor's Office and Sergeant Ballenger will be advised if an auto theft or auto give-up problem has re-emerged.
5. Assistant Prosecutor Cipparrone has taught at both the spring and fall classes of recruits at the police academy. Detective Perna has also taught both the spring and fall recruits. Each time, the insurance fraud statutes are addressed.

6. Assistant Prosecutor Cipparrone taught at the Fire Investigators' Academy in the spring of 2014 and will again teach in 2016.
7. Importantly, the Gloucester County Insurance Fraud Unit is using the services of Detective Steve Hogan. Detective Hogan reviews each of the pre-indictment matters before they are assigned to the Grand Jury Unit. This began in mid-September, 2014. Since that time, Detective Hogan has opened four insurance fraud matters by reviewing files and finding where insurance fraud had been over-looked.

Goals, Objectives and Activities

The Goal of the Gloucester County Insurance Fraud Unit is to detect and prosecute insurance fraud. However, as the face of insurance fraud has changed, the activities of the Unit must also change. Therefore, the objectives of the Unit are to increase police officer awareness and prosecutions with the following programs.

Training at the Gloucester County Policy Academy. Detective Perna and AP Cipparrone teach a minimum of two times each year at the Academy. The programs include teaching the insurance fraud statutes.

Training of the twenty eight (28) police departments by teaching a block of time at the Basic Narcotics School. Detective Perna has devised a power point presentation which emphasizes the connection of health care claims fraud and "pill" cases.

Training of the twenty four (24) police departments through the Gloucester County Detectives Association Meetings. Again, Detective Perna will present his power point presentation emphasizing the connection of healthcare claims fraud and "pill" cases.

Detective Perna will begin a ride-a-long program with the Gloucester County Detectives in the Guns, Gangs, and narcotics Unit, again investigating pill and healthcare claims fraud.

Detective Perna will renew his relationship with the two Motor Vehicle Commission locations in the County—West Deptford and Washington Township, to investigate suspicious registrations of vehicles using fraudulent insurance information.

The Unit will utilize the Better Business Bureau and the Consumer Affairs Division to assist in the training of officers in the investigation of staged slip and fall incidents

The Unit will continue to utilize Detective Steve Hogan to review all pre-indictment files as they are opened to determine where a charge of insurance fraud should have been made but was neglected.

The Unit intends to conduct ride-a-longs with local municipal departments utilizing the Automatic License Plate Reader device to detect rate evaders.

In addition to the above program, the Unit will contact the Pennsylvania DAG to begin an out of state initiative whereby this Unit will detect the rate evaders and the Commonwealth of Pennsylvania will prosecute them for residing in New Jersey but registering and insuring the automobile in Pennsylvania.

Goals for 2015:

1. Detection of insurance fraud with aggressive pursuit and prosecution;
2. Increase police officer awareness
3. Thorough and timely reporting to the State Office of the Insurance Fraud Prosecutor.

Objectives and Activities.

Detection of Insurance Fraud by increasing officer awareness:

1. Training at the Gloucester County Policy Academy. Detective Perna and AP Cipparrone teach a minimum of two times each year at the Academy. The programs include teaching the insurance fraud statutes.
2. Training of the twenty eight (28) police departments by teaching a block of time at the Basic Narcotics School. Detective Perna has devised a power point presentation which emphasizes the connection of health care claims fraud and "pill" cases.
3. Training of the twenty four (24) police departments through the Gloucester County Detectives Association. Again, Detective Perna will present his power point presentation emphasizing the connection of healthcare claims fraud and "pill" cases.
4. Detective Perna will begin a ride-a-long program with the Gloucester County Detectives in the Guns, Gangs, and narcotics Unit, again investigating pill and healthcare claims fraud.
5. Detective Perna will renew his relationship with the two Motor Vehicle Commission locations in the County—West Deptford and Washington Township, to investigate suspicious registrations of vehicles using fraudulent insurance information.
6. The Unit will utilize the Better Business Bureau and the Consumer Affairs Division to assist in the training of officers in the investigation of staged slip and fall incidents
7. The Unit will continue to utilize Detective Steve Hogan to review all pre-indictment files as they are opened to determine where a charge of insurance fraud should have been made but was neglected.
8. The Unit intends to conduct ride-a-longs with local municipal departments utilizing the Automatic License Plate Reader device to detect rate evaders.
9. In addition to the above program, the Unit will contact the Pennsylvania DAG to begin an out of state initiative whereby this Unit will detect the rate evaders and the Commonwealth of Pennsylvania will prosecute them for residing in New Jersey but registering and insuring the automobile in Pennsylvania. We anticipate a reciprocal program as well.
10. The Unit will continue to teach at the Police Academy, training new recruits.

Diligent Prosecution

AP Cipparrone will be responsible for the prosecution of the insurance fraud matters.

Timely Reporting

While Ms. Marianne Smith continues to maintain the records, timely reporting to the State will be the responsibility of AP Cipparrone.

Program Action Plan

(attach additional sheets if necessary, please follow format below)

Objective	Activity	Program start up date and completion date	Person Responsible
<p>Detection of Insurance Fraud by increasing officer awareness.</p>	<ol style="list-style-type: none"> 1. Training at the Gloucester County Policy Academy. Detective Perna and AP Cipparrone teach a minimum of two times each year at the Academy. The programs include teaching the insurance fraud statutes. 2. Training of the twenty eight (28) police departments by teaching a block of time at the Basic Narcotics School. Detective Perna has devised a power point presentation which emphasizes the connection of health care claims fraud and "pill" cases. 3. Training of the twenty four (24) police departments through the Gloucester County Detectives Association. Again, Detective Perna will present his power point presentation emphasizing the connection of healthcare claims fraud and "pill" cases. 	<p>This is a continuation of a current program</p> <p>This program began on Monday, October 24, 2014 with the first presentation to the Basic Narcotics School</p> <p>To Begin with the November 2014 meeting</p>	<p>AP Cipparrone and Det. Perna</p> <p>Det. Perna</p> <p>Det. Perna</p>

Objective	Activity	Program start up date and completion date	Person Responsible
<p>Increased awareness of officers to detect insurance fraud</p>	<p>5. Detective Perna will renew his relationship with the two Motor Vehicle Commission locations in the County—West Deptford and Washington Township, to investigate suspicious registrations of vehicles using fraudulent insurance information.</p> <p>6. The Unit will utilize the Better Business Bureau and the Consumer Affairs Division to assist in the training of officers in the investigation of staged slip and fall incidents</p> <p>7. The Unit will continue to utilize Detective Steve Hogan to review all pre-indictment files as they are opened to determine where a charge of insurance fraud should have been made but was neglected.</p> <p>8. The Unit intends to conduct ride-a-longs with local municipal departments utilizing the Automatic License Plate Reader device to detect rate evaders.</p>	<p>This is a continuation of a prior program</p> <p>This is a new initiative to begin February 1, 2015</p> <p>This is a continuation of a program which began October 2014</p> <p>This is a new initiative to begin April 2015</p>	<p>Det. Perna</p> <p>Det. Perna</p> <p>Det Hogan</p> <p>Det. Hogan</p>

Objective	Activity	Program start up date and completion date	Person Responsible
<p>Increased awareness of officers to detect insurance fraud</p>	<p>9. In addition to the above program, the Unit will contact the Pennsylvania DAG to begin an out of state initiative whereby this Unit will detect the rate evaders and the Commonwealth of Pennsylvania will prosecute them for residing in New Jersey but registering and insuring the automobile in Pennsylvania. We anticipate a reciprocal program as well.</p> <p>10. The Unit will continue to teach at the Police Academy, training new recruits.</p>	<p>This is a new initiative to begin in March 2015</p>	<p>Det. Perna</p>
		<p>This is a continuation of a pre-existing program</p>	<p>A/P Cipparrone & Det. Perna</p>

Program Personnel

(Attach Resumes, Job Descriptions and Organizational Chart)

Insurance Fraud Detective

Position responsibilities are:

Seek out and investigate insurance fraud matters. Participate in the ride-along program by accompanying local police departments on their patrols to train local officers in the detection and investigation of insurance fraud matters. Work with the MVC doing similar work. Work with the Deptford Police Department substation at the Deptford Mall to identify fraud indicators with respect to stolen motor vehicle reports. Review all reports received from the substation for possible prosecution. Speak at public functions to disseminate information regarding insurance fraud and its impact on the public. Work with the Arson Unit to investigate potential insurance fraud in all arson matters. Attend South Jersey Working Group meetings, attend meetings sponsored by the State Office of the Insurance Fraud Prosecutor. Aggressively pursue and investigate all files for evidence of insurance fraud. Meet with and discuss cases with the County Insurance Fraud Assistant Prosecutor.

FTE Insurance Fraud Detective

Position responsibilities are:

Review pre-indictment files that have the potential to be charged for Insurance Fraud, but was overlooked by the municipal police department. Where appropriate, perform follow-up investigations and ensure that criminal charges are made.

Insurance Fraud Assistant Prosecutor

Requires a Jurisprudence Doctorate from an accredited law school. Must be licensed to practice in the State of New Jersey and pass the appropriate background review. Must have experience in the field of insurance law.

Position responsibilities are:

Review investigative files and determine if presentation to the Grand Jury is warranted. Present matters to the Grand Jury. Once indicted, proceed with prosecution, coordinating with the State Office of the Insurance Fraud Prosecutor for civil fines. Meet with the Prosecutor to review files as necessary. Prepare brochures for dissemination to the public, as necessary. Prepare and disseminate a news bulletin to the local police departments as warranted. Teach insurance law statutes at the County Police Academy three times a year. Review reports prepared by clerical personnel for accuracy. Prepare grant application and meet with Billie-Jo Scott regarding same and with respect to maintenance of financial records.

Secretary

Position responsibilities are:

Prepare all subpoenas and correspondence for Detective William Perna and Det. Hogan. Prepare all correspondence for Assistant Prosecutor Cipparrone. Diary all court dates for AP Cipparrone and pull files with reminders. Maintain accurate and timely records for the Insurance Fraud Unit. Prepare monthly, quarterly, semi-annual and annual reports to the State of New Jersey.

Resume of
WILLIAM J. PERNA SR.
132 South Cedar Ave.
Bellmawr, New Jersey, 08031
856-831-0142

EDUCATION:

Fairleigh Dickinson University, Public Administration
Institute, Teaneck, New Jersey.
Master of Science Degree.

Fairleigh Dickinson University, Teaneck, New Jersey.
Bachelor of Arts Degree.

Fairleigh Dickinson University/ New Jersey
Department of Personnel, Certified Public Manager
Program. August 4, 2001.
Certified Public Manager

Camden County College, Blackwood, New Jersey,
Graduated 1978, Business Administration, Accounting
Major.
Associate in Applied Science Degree

TEACHING EXPERIENCE

Gloucester County Community College, Sewell,
New Jersey, 2003 to Present.
Adjunct Professor teaching Social Science Courses:
SOC 205 Introduction to Criminology,
SOC 261 Organized Crime
SOC 262 Domestic and International Terrorism and
SOC 225 Community Policing.

Fairleigh Dickinson University, Teaneck, New
Jersey, 2002 To Present - Adjunct Professor
teaching Master's and Undergraduate courses in the
Public Administration Program.

St. Joseph's University, Philadelphia, Pennsylvania,
2003 to Present - Adjunct Professor, Public Safety
and Environmental Protection Program, Master of
Science curriculum

Gloucester County Police Academy, Sewell, New Jersey, 2001 to present – Teaching recruit and advanced schools including Police Leadership, Community Policing, Cultural Diversity, Racial Profiling, Crimes Against Persons, Crimes against Property, Informant Cultivation, Report Writing, and physical training of new police recruits.

Seton Hall University affiliation with/at the New Jersey State Police Academy August 1985 to November 2001 – Instructing Police Ethics, Organized Crime School, Criminal Investigation School, Advanced Narcotics School. Instructed Use of Force, Firearms, PR-24, and Weapon Retention schools.

CAREER EXPERIENCE:

Gloucester County Prosecutor's Office
Hunter & Euclid Streets, PO Box 860,
Woodbury, New Jersey, 08096
Ten years of service

November 2001 to present. Assigned to the U.S. Attorney's Joint Terrorist Task Force (JTTF) in Philadelphia/South Jersey, and New Jersey Office of Counter-Terrorism. Conducted internal investigations of criminal allegations against police officers in Gloucester County. Assigned to conduct in-depth investigations into insurance and health care frauds. Currently assigned to the Major Crimes Units and assist on Fugitive, Major Crimes, Police Training and Academy instruction.

New Jersey State Police

PO Box 7068,
West Trenton, New Jersey 08628
Twenty-seven Years of Service
Retired at the Rank of Lieutenant

October 1997 to November 2001 Lieutenant –
Supervisor of the South Intelligence Unit, Intelligence Services Section. Supervised all intelligence related criminal investigations conducted by the South Intelligence Unit. Unit was responsible for the collection of intelligence information targeting

traditional and non-traditional organized criminal factions in the seven southern counties of New Jersey. Managed all unit administrative functions including evidence and confidential funds. September 11, 2001, assigned to the FBI Newark Division after the World Trade Disaster. Supervised approximately twenty-five State Police detectives conducting terrorism related investigations for the FBI Task Force. Also assigned to the Philadelphia and Newark Joint Terrorist Task Forces (JTTF).

January 1995 to May 1996 - Detective Sergeant First Class (Assistant Unit Leader) assigned to the Federal Bureau of Investigation, Philadelphia Office, Criminal Enterprise Intelligence Squad. Worked as a member of the FBI's first Intelligence Squad. Received top-secret security clearance. Deputized as a special FBI agent and Deputy U.S. Marshall. Conducted intelligence related investigations into organized criminal activity involving traditional and non-traditional organized criminal groups. Assisted various FBI squads in conducting investigations involving terrorism, bank robbery, white collar crime, fugitive, illegal firearms, and narcotics activities. Testified in Federal court during an R.I.C.O. trial involving several members and associates of the Philadelphia La Cosa Nostra (LCN) under Boss John Stanfa. Authored, monitored, and conducted intelligence analysis of three dialed number recorders which led to an active investigation of Philadelphia LCN members. Case resulted in arrest of fifteen LCN members and associates in the State of Pennsylvania. This case was used a trial of Philadelphia LCN Boss, Joseph Merfino, and seven LCN members.

November 1985 to January 1995 - Detective Sergeant South Intelligence Unit, Camden New Jersey. Investigated organized criminal conspiracies in the seven southern counties of New Jersey. Investigated organized criminal activities primarily involving the Philadelphia La Cosa Nostra and methamphetamine manufacturers. Worked in covert and overt capacities. Developed confidential sources. Prepared affidavits for wiretaps, dialed number

recorders, toll billing records, as well as authorization for consensual recordings. Interacted with Federal, State, and County Agencies. Entered informants in Federal and State Witness Protection Programs. Worked with Federal and State prosecutors preparing and prosecuting cases. Testified in Federal R.I.C.O. trials leading to convictions of five LCN soldiers and associates. Received State Police Meritorious Service Award (Medal) for investigative related activities. Received several FBI and police citations for investigative accomplishments. Developed cases involving illegal manufacturing, possession, and distribution of illegal firearms.

November 1978 to November 1985 - Superintendents Special Staff Section, Casino Gaming Bureau. Conducted corporate and key personnel background investigations for state licensing. Worked inside casinos in both covert and overt capacities. Conducted in-depth criminal investigations while assigned to the Special Investigations Unit during a four-year period. Prepared wiretap, dialed number recorder, search warrant, toll billing affidavits, and consensual recording authorizations. Worked with police agencies around the world. Recommended for Trooper of the Year for solving the first armed robbery of a New Jersey casino, three years after it occurred. Received State Police Certificate of Commendation (Medal) for investigative accomplishments. Received numerous letters and certificates of commendation from a variety of police agencies.

January 1975 to November 1978 - Field Operations Section, Troop "A," worked as a general duty road Trooper at five stations. Received State Police Meritorious Service Award (Medal) for apprehending an armed felon attempting to kill myself and another Trooper.

TECHNICAL/
PROFESSIONAL
TRAINING

October 2002	Division of Criminal Justice, Interview and Interrogation Course.
June 2002	Gloucester County Police Academy, Firearms Instructor
May 2002	International Association of Auto Theft Investigators Seminar.
May 2002	Wilmington College Terrorism Seminar.
April 2002	Division of Criminal Justice, Criminal Procedure Course.
March 2002	Division of Criminal Justice, Internal Affairs Policy and Procedures Course.
August 2001	Certified Public Manager Certification Program
January 2001	Certificate in Supervisory Management, Certified Public Manager Program.
October 2000	Ethics-Instructor Training Sea Girt, N.J. (40 Hours)
November 1999	Leadership Dynamics Seminar, Sea Girt, N.J. (40 Hours)
March 1996	Maglocen Gang Threat Awareness Seminar.
February 1996	Federal Bureau of Investigation Deadly Force Seminar. (40 Hours)
November 1995	Federal Bureau of Investigation Firearms Course
April 1995	Interview and Interrogation School, Sea Girt, N.J. (40 Hours)
December 1994	Police Supervision School, Sea Girt, N.J. (80 Hours)
January 1992	U.S. Customs Cross Designation School, Fort Dix, N.J.
July 1989	Federal Bureau of Investigation National Law-Enforcement Gang Seminar.
October 1988	Organized Criminal Groups School, Sea Girt, N.J. (40 Hours)
October 1986	Financial Statement Analysis Seminar, Princeton, N.J.

April 1988	Instructor Training School, Sea Girt, N.J. (80 Hours)
September 1986	Firearms Instructor Training School, Sea Girt, N.J. (40 Hours)
September 1986	PR-24 Instructor Training School, Sea Girt, N.J.
February 1986	Racketeer Influenced and Corrupt Organizations Seminar, Princeton, N.J.
December 1985	40 hour Organized Crime Analysis Seminar, Princeton, N.J.
April 1982	Rules of Casino Games, Atlantic City, N.J. (80 Hours)
April 1979	Criminal Investigation School, Sea Girt, N.J. (40 Hours)
March 1979	40 hour 2C Criminal Code Training Course, Sea Girt, N.J.
January 1979	New Jersey State Police Wiretap Seminar, Sea Girt, N.J.
December 1978	80 hour Investigators' Training, Division of Gaming Enforcement, Lawrence, N.J.
October 1978	Hostage Negotiation In-Service, Sea Girt, N.J.
March 1978	Moving Radar Operator.
June 1977	Search and Seizure In-Service, Sea Girt, N.J.
March 1977	40 hour Breathalyzer Operator School, Hammonton, N.J.
January 1977	40 hour Basic Drug Enforcement School, Sea Girt, N.J.
March 1975	Vascar Operator Training.

PROFESSIONAL LICENSES:

Certified Public Manager, Certified Substitute Teacher, Certified Divermaster (Scuba Diving), Black Belt in Shotokan Karate.

HOBBIES:

Running, Weightlifting, Karate

AWARDS/LETTERS:

New Jersey State Police Letter of Commendation for efforts during the planning, implementation, and coordinating the State Police operation during the Republican National Convention, Camden City, New Jersey, during July and August 2000. Letter was presented by Colonel Dunbar, November 2000.

U. S. Department of Justice, Federal Bureau of Investigation Certificate of Appreciation for lengthy investigation conducted with members of the Philadelphia FBI Division. Presented by Director Freeh, February 2000.

U. S. Department of Justice, Federal Bureau of Investigation Letter of Commendation for my actions during the arrest of three heavily armed bank robbers on the New Jersey Turnpike, without using deadly force. During the arrest I came under automatic weapon's fire. The arrested individuals had shot at police officers in the past. Presented July 1999.

U. S. Department of Justice, Federal Bureau of Investigation Letter of Commendation for an investigation I conducted with the FBI which resulted in the convictions of three LA Costa Nostra members, the seizure of an active methamphetamine laboratory, and \$775,000.00 of finished methamphetamine. Presented April 1996.

New Jersey State Police Meritorious Service Award for investigation of the Starfa Crime Family resulting in the arrest of "Boss" John Starfa, "Underboss" Frank Martines and "Capo" Vincent Pagano, and seven others for narcotics and weapons. Presented December 23, 1995.

New Jersey State Police Letter of Commendation for a criminal investigation which resulted in the seizure of seventeen (17) pounds of methamphetamine, cash, four illegal handguns and other valuables in the amount of \$192,000.00. Presented November 1995.

U. S. Department of Justice, Federal Bureau of Investigation Letter of Commendation for an investigation I conducted which led to Federal R.I.C.O. charges preferred against three top leaders of the Philadelphia La Costa Nostra. Presented November 1995.

New Jersey State Police Letter of Commendation for my actions during the murder of two Police Officers and the wounding of a third, which occurred in Haddon Heights, N.J. Presented May 1995.

Philadelphia Police Department Letter of Commendation for apprehension of an individual wanted for murder, narcotic's distribution, and conspiracy. Presented January 1992.

Philadelphia Police Department Letter of Recognition for identification and apprehension of two individuals, involved with the Junior Black Mafia. I charged these individuals with murder, aggravated assault and weapons offenses. Presented August 1989.

New Jersey Letter of Commendation for an LCN investigation that I initiated and worked jointly with the Philadelphia Police Department. Eight individuals were arrested after fifteen search warrants were executed in two states. \$20,000.00 cash and bets totaling in excess of one million dollars were confiscated. Presented March 1989.

New Jersey State Police Letter of Commendation for interdicting a million-dollar illegal gambling operation in two states. \$20,000 cash was seized as well as four handguns and eight defendants. Presented November 1988.

New Jersey State Police Letter of Commendation for a murder investigation involving a hit and run accident, which resulted in the arrest of three individuals for homicide. Presented March 15, 1988.

New Jersey State Police Certificate of Commendation for the apprehension of two state prison escapees breaking into a private residence. This apprehension occurred while off-duty. Presented April 1985.

New Jersey State Police Meritorious Service Award For the apprehension of an armed subject attempting to kill another Trooper and myself. June 1977.

Complete this PERSONNEL Budget Request if applying for Full- or Part-Time Insurance Fraud Positions. (Dedicated staff must devote at least 50% of their time to insurance fraud activities. If assigned less than 50% to insurance fraud, apply for Full-Time Equivalent (FTE) hours.)

NOTE: Overtime is a non-reimbursable expense.

Budget Request

A. PERSONNEL

1. Salaries and Wages (list each position separately*)

Position/Title and Name of Insurance Fraud Personnel	% of Time Spent on Insurance Fraud Activities	Annual Salary or Hourly Rate	Amount Requested for Program Period
1. Detective William Perna	100%	\$101,610	\$101,610
2.	%	\$	\$
3.	%	\$	\$
4.	%	\$	\$

*refer to Program Guidelines (rev. 8/22/12) for important information

Total Requested for Salaries & Wages:	\$ 101,610
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2. Fringe Benefits

Name of Insurance Fraud Personnel (from above)	Rate	Salary Base	Amount Requested for Program Period**
1. William Perna (PFRS, Unemployment, FICA, Medicare)	8.05%	\$101,610	\$8,179.60
2. Additional quarterly fringe (dental, vision \$25.70/mo)	%	\$308.40	\$308.40
3.	%	\$	\$
4.	%	\$	\$

**the percentage of the total fringe costs charged to the program cannot exceed the percentage of total salary/hourly rate charged to the program.

Total Requested for Fringe Benefits:	\$8,488
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TOTAL REQUESTED FOR PERSONNEL:	\$110,098
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Complete this PERSONNEL Budget Request if applying for Full-Time Equivalent (FTE) Hours.
NOTE: Overtime is a non-reimbursable expense.

Budget Request

A. PERSONNEL*

1. Salaries and Wages

Note: 1200 FTE hours = 1 full-time position.

Calculate amount requested for each position as follows:

Median Hourly Salary x Total FTE Hours per Year.

Position	Median Hourly Salary	Estimated FTE Hours per Quarter	Total FTE Hours per Year	Amount Requested for Program Period
1. Assistant Prosecutor	\$55	40	160	\$8,800
2. Investigator	\$45	35	140	\$6,300
3. Professional				
4. Clerical	\$30	20	80	\$2,400

*Refer to Program Guidelines (rev. 8/22/12) for important information.

Total Requested for Salaries and Wages	\$17,500
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2. Fringe Benefits

Fringe benefits rates are based on the County rates established for each position.

Calculate total fringe benefits rates using County established rates per position as follows:

Median Hourly Salary x Total FTE Hours per Year x Fringe Benefits Rate.

Position	Median Hourly Salary	Total FTE Hours per Year	Fringe Benefits Rate	Amount Requested for Program Period
1. Assistant Prosecutor	\$55	160	56.83%	\$5,001
2. Investigator	\$45	140	56.83%	\$3,580
3. Professional				
4. Clerical	\$30	80	56.83%	\$1,364

Total Requested for Fringe Benefits	\$9,945
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TOTAL REQUESTED FOR PERSONNEL	\$27,445
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Budget Request

B. TRAINING (training information must be submitted to OIFP, i.e., informational material, registration form, etc.)

Type of Training	Program Supported Personnel Attending	Registration Costs	Amount Requested for Program Period
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$

TOTAL REQUESTED FOR TRAINING:	\$0
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C. EQUIPMENT

Item (list items individually)	Quantity	Unit Cost	Amount Requested for Program Period
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

TOTAL REQUESTED FOR EQUIPMENT:	\$0
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Budget Narrative

Salaries & Wages

The Gloucester County Insurance Fraud Unit is requesting only those funds necessary for the continuation of this Unit. Detective Perna works 100% on his time on insurance fraud matters, unless otherwise noted on the time certifications. Det. Steve Hogan will spend about 15% (FTE) billable time on Insurance Fraud Matters. Mariann Smith is the support staff assigned to the unit as FTE. Mariann assists with keeping track of the stats, time sheets, and correspondence regarding Insurance Fraud matters. Margaret Cipparrone is the Assistant Prosecutor assigned to the unit as FTE. The FTE allocations are necessary as the Gloucester County Prosecutor's Office needs to equitably distribute the heavy workload amongst the existing Assistant Prosecutors. AP Cipparrone will meet the goals of the Insurance Fraud Unit while also contributing time to other matters. In addition FTE reimbursements will be requested for other assistant prosecutor and/or support staff that work on insurance fraud matters if Ms. Cipparrone and/or Ms. Smith are unavailable. Billie-Jo Scott is the Office manager and assists the grant application quarterly reports. She is billed as an FTE

Fringe Benefits

Fringe benefits rates are based on the current 2014 rates as 2015 rates are not yet available. A copy of the memo from the County Treasurer is attached.



TO: ALL DEPARTMENTS
FROM: GARY M. SCHWARZ
COUNTY TREASURER 
DATE: APRIL 28, 2014
RE: 2014 FRINGE BENEFITS

The 2014 General Fringe Benefit percentage is 56.83%. The breakdown by individual category is as follows:

Pension	13.11*
Group Insurance	35.67
NJ Employment Security	.40
FICA/Medicare	<u>7.65</u>
	56.83

*For employees covered by Police and Firemen Pension, substitute 24.60% for the above 13.11%.

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

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

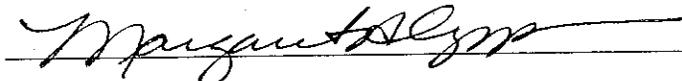
Budget Request Summary

Budget Categories	Amount Requested for Program Period
A. Personnel	
Salaries & Wages	\$119,110
Fringe Benefits	\$18,433
B. Training	\$
C. Equipment	\$0
TOTAL PROGRAM REQUEST:	\$137,543

CERTIFICATION

The undersigned certifies that the above budget requests are to be utilized for the reimbursement for established activities undertaken in connection with investigating and prosecuting insurance fraud or to expand units working on insurance fraud matters.

Name/Title: Margaret Cipparrone, Assistant Prosecutor
(Program Director)

Signature: 

Date: 10/23/2014

Application Authorization

The person whose signature appears below is authorized to submit this application to the New Jersey Department of Law and Public Safety, Office of the Insurance Fraud Prosecutor, for the following Program:

(name of Program) County Prosecutor Insurance Fraud Reimbursement Program
at the estimated total cost of \$ 137,543

The undersigned agrees upon approval of this application on behalf of the applicant agency to comply with the GENERAL CONDITIONS and ASSURANCES of the Reimbursement Program.

The undersigned also certifies the following regarding Civil Rights Compliance, Debarment and Suspension and Drug-Free Workplace.

(Signature of Authorizing Official)

Robert M. Damminger, Freeholder Director

(Type Name and Title)

(Date)

Civil Rights Compliance

An Equal Employment Opportunity Program (Affirmative Action Plan) in accordance with 28 CFR 42.301, *et seq.*, Subpart E. covering the employment practices of the implementing agency has been executed and is available for review in the office of:

Name: Equal Employment Opportunity Office
Title: Human Resources Department
Agency: County of Gloucester
Address: 2 South Broad Street
City/State: Woodbury, NJ 08096
Telephone: 856-384-6903

General Conditions & Assurances

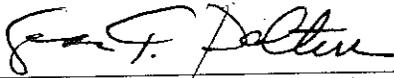
1. The county assures that funds made available pursuant to *N.J.S.A. 17:33A-28* will be used **solely** for insurance fraud activities.
2. The county assures that it will maintain fund accounting, auditing, monitoring and such evaluation procedures as may be necessary; that it will keep such records as the Office of the Insurance Fraud Prosecutor (OIFP) shall prescribe; that it will assure fiscal control, proper management and efficient disbursement of funds received under the Act.
3. The county assures that it will maintain such data and information and submit such reports, in such forms, at such times, and containing such information, as OIFP may require.
4. The county certifies that the program contained in its application meets all requirements, that all the information is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with all provisions of all applicable Federal and State laws, regulations and guidelines.
5. The county assures that it will comply with all applicable Federal and State anti-discrimination laws.
6. The county assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin, or sex against recipient of funds, after due process hearing, the recipient will forward a copy of the finding to OIFP.
7. The county assures that if required to formulate an Equal Employment Opportunity Program (EEO) in accordance with 28 *CFR* 42.301 *et seq.*, it will maintain a current plan on file.
8. The county assures that it will comply with all the requirements of the State of New Jersey for State and Local financial accounting.
9. The county agrees to notify OIFP as soon as possible, but not later than thirty (30) days, of any material developments or changes occurring in the county's action plan during the applicable period for which this funding reimbursement is made.

Examples of material developments or changes include, but are not limited to:
 - a. Change of contact person, telephone number, or office location.
 - b. Any audit conducted by any governmental agency which demonstrates non-compliance with the terms of this funding.
10. Where activities supported by this reimbursement program produce original books, manuals, films or other copyrightable material, the county may copyright such, but OIFP reserves royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such materials and authorize others to do so. OIFP also reserves the right to require the county not to publish, and the county thereupon shall refrain from publishing any material, whether copyrightable or not, that OIFP shall designate; provided, however, such right shall not be exercised unreasonably. Any publication by the county shall include, on the title page, a standard disclaimer of responsibility by OIFP for any opinions or conclusions contained therein. In addition, the following language must appear on any publication or program, "This program or project was made possible (either in part or wholly) by funding provided by the Office of the Insurance Fraud Prosecutor."

11. The county will give OIFP, access to and the right to examine all records, books, papers, or documents related to the program.
12. The county will comply with applicable Federal, State and Local audit requirements, including the requirements of *N.J.S.A. 40A:5-4*; State of New Jersey, Department of Treasury, OMB Circular Letter 04-04 found at: <http://www.state.nj.us/infobank/circular/cir0404b.htm>; and the Federal Office of Management and Budget Circular Letter A-133 as revised and found at: <http://www.whitehouse.gov/sites/default/files/omb/assets/omb/circulars/a133/a133.pdf>
13. The county will notify OIFP of any exceptions and/or findings regarding this program as a result of any Federal, State or Local audit.
14. The county will comply with all **Contract Requirements** that may be stipulated or applied to specific programs by the Department of Law and Public Safety.
15. The county will comply with all the requirements contained in the **Program Guidelines (rev. 8/22/12)** for the specific program for which the applicant has applied.

CERTIFICATION

I certify that the action plan proposed in this application and the funds applied for will be used to augment current anti-insurance fraud efforts, that it meets all the requirements of the Automobile Insurance Cost Reduction Act of 1998 (*N.J.S.A. 17:33A-28*), that all of the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the provisions of the Act and all other applicable Federal and State laws, regulations and guidelines.



County Prosecutor's Signature

Sean F. Dalton

County Prosecutor's Full Name
(Please type)

10/23/14

Date

New Jersey Office of the Insurance Fraud Prosecutor County Resolution of Participation

A COUNTY RESOLUTION APPROVING PARTICIPATION WITH THE STATE OF NEW JERSEY IN THE COUNTY PROSECUTOR INSURANCE FRAUD REIMBURSEMENT PROGRAM ADMINISTERED BY THE OFFICE OF THE INSURANCE FRAUD PROSECUTOR

WHEREAS, the Office of the Insurance Fraud Prosecutor has been designated by the Legislature to implement funding reimbursement for anti-insurance fraud activities, pursuant to *N.J.S.A. 17:33A-28*, and

WHEREAS, the County of Gloucester
Applicant Agency
wishes to apply for funding under the reimbursement program and,

WHEREAS, the Board of Chosen Freeholders
Applicant Governing Body
has reviewed an accompanying application and has approved said request, and

WHEREAS, the program is a joint effort between the Office of the Insurance Fraud Prosecutor and County of Gloucester
Applicant Agency
for the purpose described in the application;

THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders
Governing Body

- that:
- 1) As a matter of public policy, County of Gloucester
wishes to participate to the fullest extent possible with the Office of the Insurance Fraud Prosecutor.
 - 2) The Attorney General has allocated funds dedicated for the purpose of reimbursing County Prosecutors for anti-insurance fraud activities.
 - 3) The Office of the Insurance Fraud Prosecutor shall be responsible for the receipt, review and approval of the applications for said funding.
 - 4) The Office of the Insurance Fraud Prosecutor shall initiate allocations to each applicant as authorized.