

**AGENDA**

7:30 p.m. Wednesday, December 17, 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 25, 2014 and December 3, 2014

**PUBLIC HEARING**

**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.**

The Ordinance was introduced and passed on first reading at the regular meeting of the Gloucester County Board of Chosen Freeholders held on November 25, 2014.

**PUBLIC HEARING**

**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.**

The Ordinance was introduced and passed on first reading at the regular meeting of the Gloucester County Board of Chosen Freeholders held on November 25, 2014.

**PUBLIC HEARING**

**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.**

The Ordinance was introduced and passed on first reading at the regular meeting of the Gloucester County Board of Chosen Freeholders held on November 25, 2014.

**PUBLIC HEARING**

**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. The Ordinance was introduced and passed on first reading at the regular meeting of the Gloucester County Board of Chosen Freeholders held on November 25, 2014.

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

**DEPARTMENT OF ADMINISTRATION**

**DIRECTOR DAMMINGER  
FREEHOLDER CHILA**

**A-1 RESOLUTION AUTHORIZING 2014 BUDGET TRANSFERS.**

This resolution is needed to transfer funds from department to department where needed.

**A-2 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2014 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.**

- Electronic Crimes Task Force - \$8,500.00 - These funds will be used for computer hardware/software, software licenses, computer forensic workstations and other equipment and supplies needed for this unit. This is the sixth year that the US Secret Service has provided the Prosecutor's Office with funding.
- Stop Violence Against Women Act (VAWA) - \$22,890.00 - This grant partially funds the salary of the Victim Advocate assigned to the Specialized Domestic Violence Unit. The advocate provides services to victims of domestic violence for cases prosecuted in municipal court.
- Victims Of Crime Act Grant - \$194,737.00 - This grant partially funds the salary of employees working in the Victim/Witness Unit. This Unit provides services mandated by the New Jersey Crime Victims Bill of Rights under NJSA 52:4B-36 for victims of violent crimes in Gloucester County.
- Tuckahoe Road Cr557 Section 5 Resurfacing And Safety Improvements - \$2,345,311.00 - This funding will be used for the resurfacing and safety improvements to section 5 of Tuckahoe Road CR557 in Franklin and Monroe Townships from milepost 32.3 to 36.0.
- Woodbury-Glassboro Road CR553 Resurfacing And Safety Improvements From Tylers Mill To Woodcreek - \$2,550,150.00 - This funding will be used for the resurfacing and safety improvements to Woodbury-Glassboro Road CR553 from Tylers Mill Road to Woodcreek Road in Mantua Township, Wenonah Borough and Deptford Township.
- Center Street CR603 In Mantua Resurfacing Modification - \$36,208.00 - This project will provide funding for the resurfacing of Gloucester County Route 603 (Center Street) from Chestnut Branch Bridge to Woodbury-Glassboro Road (CR553) in Mantua Township, a distance of approximately 0.65 miles.

**A-3 RESOLUTION AUTHORIZING THE EXECUTION OF AN ADDENDUM TO THE CONTRACT WITH BROWN AND CONNERY, LLP TO INCREASE THE CONTRACT AMOUNT BY AN AMOUNT NOT TO EXCEED \$25,000.00 RESULTING IN A NEW CONTRACT AMOUNT NOT TO EXCEED \$200,000.00.**

A Resolution was adopted on January 3, 2014 authorizing the execution of a contract with Brown and Connery, LLP, with offices at 360 Haddon Avenue, Westmont, NJ 08108, for the provision of professional labor attorney legal services and other services of a specialized nature in an amount not to exceed \$175,000.00. Additional services are required for the period ending December 31, 2014 in an amount not to exceed \$25,000.00, resulting in a new contract amount not to exceed \$200,000.00.

**A-4 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF DECEMBER 2014.**

The Treasurer of Gloucester County submits the bill list for December 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 December 18, 2014.

**A-5 RESOLUTION SETTING FORTH DATE, TIME AND LOCATION FOR THE ANNUAL REORGANIZATION MEETING ON JANUARY 2, 2015 AT 6:00 P.M., IN THE CEREMONIAL COURTROOM.**

New Jersey Statute mandates that the Board of Chosen Freeholders conduct an annual reorganization meeting.

**A-6 RESOLUTION AUTHORIZING COMMENCEMENT OF LITIGATION AGAINST PINNACLE TOWERS, LLC.**

The County adopted a resolution on June 25, 2014 to authorize purchase from Motorola Solutions, Inc. for the provision and construction of a 700 MHz P25 Public Safety Radio Network and accompanying Subscriber Units to dispatch police, fire and EMS for Franklin Township and the other 23 municipalities in the County. One tower site was located on Lot 22, Block 120 in the Township of Franklin Township which is owned by Pinnacle Towers, LLC. Motorola, Inc. originally owned the tower site and constructed the tower. A condition set by the Township Planning Board was "The applicant shall provide tower space and the antennas at the applicant's cost for police, fire, ambulance and, emergency use." Pinnacle Tower, LLC drafted and submitted a Government Entity Tower License Agreement and included fees which will cost the County over \$525,000.00 for the length of the agreement. This resolution directs legal counsel to

demand Pinnacle Tower, LLC remove the basic fee and additional fees from the Government Entity Tower License Agreement and if that fails to file suit against Pinnacle.

**A-7 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEAL COMPLAINTS OF PLAINTIFFS, WP PLAZA, LP. C/O NATIONAL REALTY & DEV. CO. VS. WASHINGTON TOWNSHIP AND 1901 DEPTFORD, LLC, V. DEPTFORD TOWNSHIP.**

The Plaintiff, WP Plaza, L.P. c/o National Realty & Dev. Co. v. Washington Township, represented by the law firm Marcus Brody Ford & Kessler, LLC, filed state tax appeals under Docket Numbers 007097-2012, 008960-2013, 002075-2014, contesting the assessment on the subject property known as Block 195, Lot 23, within the Township of Washington; and the Plaintiff, 1901 Deptford, LLC v. Deptford Township, represented by Garippa Lotz & Giannuario, filed state tax appeals under Docket Number 004352-2014, contesting the assessment on the subject property known as Block 200, Lot 17, within Deptford Township; and the parties through legal counsel and assessors and/or certified real estate appraisers engaged by the tax payer 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-8 RESOLUTION PLACING THE GLOUCESTER COUNTY CERTIFIED GARDENERS PROGRAM UNDER AND WITHIN THE GLOUCESTER COUNTY OFFICE OF LAND PRESERVATION AND AMENDING ADMINISTRATIVE CODE LAN-3 POWERS AND DUTIES.**

From time to time it becomes essential for government to assess its operations and reorganize the resources of its departments to better serve the public. The opportunity exists to reorganize certain functions of government to operate more efficiently and better serve the public. By placing the Gloucester County Certified Gardeners Program under and within the Gloucester County Office of Land Preservation, Gloucester County can achieve certain efficiencies and benefits. Also, Administrative Code LAN-3 Powers and Duties will be amended to include Gloucester County Certified Gardeners Program.

**A-9 RESOLUTION AUTHORIZING THE EXECUTION OF SHARED SERVICES AGREEMENTS MADE BY AND AMONG THE COUNTY OF GLOUCESTER, THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY AND VARIOUS MUNICIPALITIES IN CONNECTION WITH THE OPERATION, MAINTENANCE AND USE OF DEICER STORAGE FACILITIES.**

This Resolution authorizes Shared Services Agreements for a period of ten years with Host Municipalities and Municipalities/Entities for the operation, maintenance and use of deicing storage facilities and the deicing materials that are stored there for a period of ten years.

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

**FREEHOLDER CHILA  
FREEHOLDER SIMMONS**

**B-1 RESOLUTION AUTHORIZING AN EASEMENT AND USE AGREEMENT BETWEEN THE COUNTY AND MANTUA TOWNSHIP MUNICIPAL UTILITIES AUTHORITY TO PERMIT THE COUNTY TO INSTALL AND USE RADIO EQUIPMENT AND RELATED NECESSARY EQUIPMENT AT THE WATER TOWER SITE AT 653 MAIN STREET, MANTUA, NEW JERSEY 08051, BLOCK 153, LOT 3.**

The County has a need for the installation of radio equipment and related necessary equipment at Mantua Township Municipal Utilities Authority water tower site located at 653 Main Street, Mantua, New Jersey 08051, Block 153, Lot 3. The County will be installing radio equipment, shelter, and a 50 K W generator at said location. In order to formalize the above installation and services the County and the Mantua Township Municipal Utilities Authority shall enter into a Easement and Use Agreement at no cost to the County.

**DEPARTMENT OF ECONOMIC DEVELOPMENT  
& PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER CHRISTY**

**C-1 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #02 DECREASE WITH ZONE STRIPING, INC. BY \$200,979.23.**

This Resolution authorizes and approves a Contract Change Order #02 Decrease in the amount of \$200,979.23 for a total revised contract amount of \$338,604.54 between the County and Zone Striping, Inc. Contract Change Order Decrease #02 is necessitated by increases and decreases based upon actual 'as-built' quantities and projected to be used to satisfactorily complete the project. The overall change order results in a project cost decrease for the Engineering Project "Gloucester County Roadway Safety Project Various Municipalities Throughout Gloucester County", This project is 100% Federal Aid funded, Federal Project No STP-COOS(339), Engineering Project #12-04FA. This contract was awarded based upon bids that were publicly received and opened by the County for the Project on Wednesday, February 20, 2013. Zone Striping, Inc. was determined to be the lowest responsive and responsible bidder for the Project, for an original contract in the total amount of \$539,333.77.

**C-2 RESOLUTION AUTHORIZING FEDERAL AID AGREEMENT #14-DT-BLA-695 WITH THE NJ DEPARTMENT OF TRANSPORTATION FOR RESURFACING AND SAFETY IMPROVEMENTS ALONG ROUTE 45 IN THE TOWNSHIP OF HARRISON IN AN AMOUNT NOT TO EXCEED \$692,990.00.**

This Resolution will authorize the County to enter into NJDOT Federal Aid Agreement #14-DT-BLA-695 for Federal Funding available not to exceed \$692,990.00 for the construction of the 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 per Federal Project #STP-0011(055), Gloucester County Engineering Project #14-09FA. 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 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 anticipated to be completed 30 days after notice to proceed is issued by the County. This project is 100% Federal Aid funded.

**C-3 RESOLUTION AUTHORIZING FEDERAL AID AGREEMENT #14-DT-BLA-689 WITH THE NJ DEPARTMENT OF TRANSPORTATION FOR RESURFACING AND SAFETY IMPROVEMENTS ALONG COUNTY ROUTE 557 IN THE TOWNSHIPS OF FRANKLIN AND MONROE IN AN AMOUNT NOT TO EXCEED \$2,345,311.00.**

This Resolution will authorize the County to enter into NJDOT Federal Aid Agreement #14-DT-BLA-689 for Federal Funding available not to exceed \$2,345,311.00 for the construction of the Resurfacing and Safety Improvements, Tuckahoe Road, County Route 557 from County Route 659 to ½ mile +/- south of Whitehall Rd. in the Townships of Franklin and Monroe, Federal Project No. STP-0177(107) Construction, Engineering Project #13-04FA. The project will consist of milling and resurfacing Main Road (County Route 555)/West Malaga Road (County Route 659) in Franklin Township. Additionally the project will restripe adjoining road sections of Tuckahoe Road to provide continuous bicycle lanes from the existing multi-purpose trail crossing of Tuckahoe Road (County Route 555) in Monroe Township near Williamstown High School and Owens Park through the proposed resurfaced Section 5 and continuing to Route US 40 and Section 6 of Tuckahoe Road, County Route 557 in Franklin Township. The project also includes the installation of a rapid flashing beacon at the CR555 multi-purpose trail crossing. This project is anticipated to be completed 45 days after notice to proceed is issued by the County. This project is 100% Federal Aid funded.

**C-4 RESOLUTION TO CONTRACT WITH R. E. PIERSON CONSTRUCTION COMPANY, INC. FOR RESURFACING AND SAFETY IMPROVEMENTS ALONG COUNTY ROUTE 656 IN THE TOWNSHIP OF WEST DEPTFORD FOR \$962,826.99.**

This Resolution will authorize and approve a Construction Contract in the total amount of \$962,826.99 between the County and R.E. Pierson Construction Company, Inc. for the Engineering Project "Resurfacing, Safety Improvements along Mantua Grove Road, County Route 656 from SH Route 44 to Railroad tracks in the Township of West Deptford, Gloucester County," Engineering Project #14-11SA, (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 Tuesday, November 25, 2014. R.E. Pierson Construction Company, Inc. has been determined to be the lowest responsive and responsible bidder for the Project. The project will consist of milling and asphalt paving along Mantua Grove Rd., County Route 656 from S.H. Rte. 44 southerly to the R/R Crossing 400' north of Patsy Court in the Township of West Deptford. Bicycle safe grates and NJDEP ECO compliant heads and grates will be constructed to comply with current storm water regulations. CAF #14-10623 has been obtained to certify funds. This project is 100% State Aid Funded.

**C-5 RESOLUTION TO CONTRACT WITH SOUTH STATE, INC. FOR RESURFACING AND SAFETY IMPROVEMENTS ALONG BARNSBORO-BLACKWOOD ROAD IN THE TOWNSHIPS OF MANTUA AND DEPTFORD FOR \$964,593.07.**

This Resolution will authorize and approve a Construction Contract in the total amount of \$964,593.07 between the County and South State, Inc. for the Engineering Project "Proposed Resurfacing, Safety Improvements along Barnsboro-Blackwood Road, County Route 603 from County Bridge 4-J-8 to SH Route 55 overpass in the Townships of Mantua and Deptford, Gloucester County," Engineering Project

#14-18SA, (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 Tuesday, November 18, 2014. South State, Inc. has been determined to be the lowest responsive and responsible bidder for the Project. The project will consist of milling & paving along Blackwood-Barnsboro Rd., County Route 603 from County Bridge 4-J-8 to the Route 55 overpass in the Townships of Deptford and Mantua. The project will require leveling course to be constructed as a separate construction lift upon completion of milling operations. The existing intersection of Blackwood-Barnsboro Rd. /College Drive will be signalized with a fully actuated traffic signal as part of this project. Additionally the existing all-way stop at the intersection Salina Road (CR715) will have a flashing signal installed. Bicycle safe grates and NJDEP ECO compliant heads and grates will be constructed to comply with current storm water regulations. This project is anticipated to be completed 60 calendar days after notice to proceed is issued by the County. CAF #14-10631 has been obtained to certify funds. This project is 100% State Aid Funded.

**DEPARTMENT OF EDUCATION**

**FREEHOLDER BARNES  
FREEHOLDER TALIAFERRO**

**DEPARTMENT OF HEALTH &  
HUMAN SERVICES**

**FREEHOLDER TALIAFERRO  
FREEHOLDER BARNES**

**E-1 RESOLUTION AUTHORIZING EXECUTION OF A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES DIVISION OF YOUTH AND FAMILY SERVICES FOR 2015 HUMAN SERVICES PLANNING GRANT, FOR A TOTAL AMOUNT OF \$73,704.00, WITH THE STATE'S SHARE BEING \$67,004.00 AND THE COUNTY SHARE BEING \$6,700.00.**

The Human Services Planning Grant provides staff salaries to support the activities of Human Services Advisory Council (HSAC), materials /support for the Commission for Missing and Abused Children and the Prevention of Adolescent Pregnancy Program.

**E-2 RESOLUTION AUTHORIZING APPLICATION FOR THE "FY2015 YOUTH INCENTIVE PROGRAM GRANT" TO THE NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES, CHILDREN'S SYSTEM OF CARE, IN AN AMOUNT NOT TO EXCEED \$38,442.00.**

The Youth Incentive Program Grant provides staff salaries to support the activities of Coordinating Inter-Agency Council for Children (CIACC). The council provides a forum to develop, review, redirect and discuss the local system of care services for children who are homeless and/or have social, emotional and behavioral challenges.

**DEPARTMENT OF PARKS &  
LAND PRESERVATION**

**FREEHOLDER DIMARCO  
FREEHOLDER CHILA**

**F-1 RESOLUTION ACQUIRING A DEVELOPMENT EASEMENT IN THE TOWNSHIP OF WOOLWICH ON APPROXIMATELY 58.668 ACRES OF FARM PROPERTY OWNED BY RUSSO HOMES, LLC FOR \$1,349,364.00.**

The Office of Land Preservation is preserving this farm property, known as Block 14, Lot 12, in the Township of Woolwich, in cooperation with the State Agriculture Development Committee (SADC) and Woolwich Township through the Township's Municipal Farmland Preservation Program. Through this program the Township, County, and SADC are each responsible for a portion of the \$1,349,364.00 acquisition costs associated with this property. The County will initially be providing funds for the purchase of the said development easement in the amount of \$816,687.00, and Woolwich Township will be providing funds in the amount of \$532,677.00, for a total purchase price of \$1,349,364.00 (based on the certified value of \$23,000.00 per acre). The SADC will reimburse the County the sum of \$284,009.92 for their portion of the total acquisition price either at or before settlement. As this property made application through the Woolwich Township Municipal Farmland Preservation Program, the County is not responsible for any costs in relation to the required professional work necessary for settlement (appraisals, survey work, title work). Settlement on this property is expected to occur in the very near future. It should be noted that this property had development approvals for the construction of 30 homes, but will now be permanently preserved for agricultural uses. CAF #14-10648 has been obtained to certify funds.

**F-2 RESOLUTION ACQUIRING A DEVELOPMENT EASEMENT IN THE TOWNSHIP OF FRANKLIN ON APPROXIMATELY 20.548 ACRES OF FARM PROPERTY OWNED BY DIANE MCSWAIN FOR \$96,575.60.**

The Office of Land Preservation is preserving this farm property, known as Block 5702, Lot 83, in the Township of Franklin, in cooperation with the State Agriculture Development Committee (SADC) and Franklin Township through the Township's Municipal Farmland Preservation Program. Through this program the Township, County, and SADC are each responsible for a portion of the \$96,575.60 acquisition costs associated with this property. The County will initially be providing funds for the

purchase of the said development easement in the amount of \$81,367.08, and Franklin Township will be providing funds in the amount of \$15,208.52, for a total purchase price of \$96,575.60 (based on the certified value of \$4,700.00 per acre). The SADC will reimburse the County the sum of \$66,164.56 for their portion of the total acquisition price either at or before settlement. As this property made application through the Franklin Township Municipal Farmland Preservation Program, the County is not responsible for any costs in relation to the required professional work necessary for settlement (appraisals, survey work, title work). Settlement on this property is expected to occur in early 2015. This property is in close proximity to more than 500-acres of previously preserved farmland. CAF #14-10649 has been obtained to certify funds.

**F-3 RESOLUTION AUTHORIZING A MODIFICATION OF THE PITMAN GOLF COURSE FEE SCHEDULE COMMENCING IN 2015.**

The Gloucester County Pitman Golf Course maintains a schedule of fees to be charged for play at the golf course and from time to time it is necessary and appropriate to modify the fee schedule in order to maintain a schedule of fair fees for use of the course.

**DEPARTMENT OF BUILDINGS &  
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY  
FREEHOLDER DIMARCO**

**G-1 RESOLUTION RATIFYING THE GLOUCESTER COUNTY PROSECUTOR'S CONTINUATION OF A MEMORANDUM OF UNDERSTANDING WITH THE UNITED STATES SECRET SERVICE FOR THE FUNDING OF THE ELECTRONIC CRIMES TASK FORCE IN GLOUCESTER COUNTY IN THE AMOUNT OF \$8,500.00 FROM OCTOBER 1, 2014 TO SEPTEMBER 30, 2015.**

The Gloucester County Prosecutor's Office High Tech Crimes Unit has developed a good working relationship with the United States Secret Service involving electronic crimes. The Secret Service has funds available and is providing the County with \$8,500.00 for electronic crimes training and/or equipment and supplies. These funds can be used for computer hardware/software, software licenses, computer forensic workstations, and any other equipment needed for this unit. This unit retrieves evidence from computers, cell phones and other electronic equipment so suspects can be prosecuted.

**G-2 RESOLUTION AUTHORIZING THE RENEWAL OF THE GRANT APPLICATION TO THE STATE OF NEW JERSEY, DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE, OFFICE OF VICTIM-WITNESS ADVOCACY FOR THE VICTIMS OF CRIME PROGRAM (VOCA) IN THE AMOUNT OF \$194,737.00, WITH MATCHING FUNDS IN THE AMOUNT OF \$48,684.00, FOR A TOTAL AMOUNT OF \$243,421.00 FROM JULY 7, 2014 TO JULY 6, 2015.**

This grant was initiated to help offset some of the costs the County absorbed when the Victim/Witness (VOCA) grant was significantly cut several years ago. The VOCA grant partially pays for salaries for employees of the Gloucester County Prosecutor's Office/Witness Unit. The Victim/Witness Unit provides services for victims of violent crime in Gloucester County Mandated by the New Jersey Crime Victim's Bill of Rights under N.J.S.A. 52:4B-36. Services are defined as those efforts that respond to the emotional and physical needs of crime victims and assist victims to understand and participate in the criminal justice system and provide victims of crime with a measure of safety. VOCA funds are used to ensure that crime victims are treated with fairness, compassion, and respect by the criminal justice systems to prevent secondary victimization by the system.

**G-3 RESOLUTION AUTHORIZING RENEWAL OF THE STOP VIOLENCE AGAINST WOMEN ACT (VAWA) GRANT THROUGH THE NJ DIVISION OF CRIMINAL JUSTICE IN THE AMOUNT OF \$22,890.00, WITH MATCHING FUNDS IN THE AMOUNT OF \$7,630.00, FOR A TOTAL AMOUNT OF \$30,520.00 FROM JULY 1, 2014 TO JUNE 30, 2015.**

Funds under the STOP Violence Against Women Grant Program will partially fund the salary of Victim Advocate, Rosemarie Seider, who provides services to victims of domestic violence where the charges are handled in municipal court. Rosemarie attends municipal court proceedings to assist the Assistant Prosecutor with the handling of these cases. Services are defined as those efforts that respond to the emotional and physical needs of crime victims; assist victims to understand and participate in the criminal justice system; and provide victims with outreach information to additional resources that may be needed. This ensures that victims are treated with fairness, compassion and respect by the criminal justice system to prevent secondary victimization by the system. Grant funds are being received in the amount of \$22,890.00 with an in-kind match of \$7,630.00, for a total of \$30,520.00 from July 1, 2014 to June 30, 2015.

**G-4 RESOLUTION AUTHORIZING GRANT APPLICATION TO THE STATE OF NEW JERSEY, DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE, OFFICE OF VICTIM/WITNESS ADVOCACY FOR THE SEXUAL ASSAULT RESPONSE TEAM/SEXUAL ASSAULT NURSE EXAMINERS GRANT IN THE AMOUNT OF \$89,719.00 FROM OCTOBER 1, 2014 TO SEPTEMBER 30, 2015.**

This grant application is for continuation funding for SART/SANE Coordinator salary, new SANE nurse orientations, etc., including program management at both Inspira-Woodbury and at JFK Hospitals and all related duties. The coordinator participates in the Sexual Assault Response Team (SART Consisting of Gloucester County Law Enforcement, a SERV Rape Care Advocate and a certified Sexual Assault Nurse Examiner (SANE). The goal of SART is to provide the highest quality medical care, follow up services and

forensic evidence collection without compromising the individual professional responsibilities of Law Enforcement, Rape Care, or Forensic Nursing. The SANE grant also provides funds for on-call (24/7) and examination fees for forensic exams by SANE nurses to victims of sexual assault, equipment and training costs. This year, grant funds will also pay for the cell phone for the SANE Coordinator for 24/7 communication with the Sexual Assault Response Team, law enforcement, hospitals, rape care advocate, tablet with keyboard for Coordinator to utilize at in-service training of forensic nurses and mileage at .31 /mile for the SANE Coordinator. The victims are provided educational SART brochures and clothing paid for under previous grants.

Old Business

New Business

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

Adjournment

**MINUTES**

6:00 p.m. Tuesday, November 25, 2014

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

	Present	Absent
Chila	X	
Barnes	X	
Christy	X	
DiMarco	X	
Simmons	X	
Taliaferro	X	
Damminger	X (LATE)	

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 November 5, 2014.

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

Comments: N/A

48766 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)

48767 Proclamation recognizing Patricia Kehler for over 30 years of volunteering services at the Whitall House (DiMarco) (to be presented at a later date)

48768 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)

48769 Proclamation honoring Mary Lynn Grasso-Shiles, Fred Grasso & Rosario Grasso with the "2014 Distinguished Service to Agriculture" award (DiMarco) (previously presented)

48770 Proclamation honoring Larry Hardwick with the "2014 Special Service to Agriculture" award (DiMarco) (previously presented)

48771 Proclamation recognizing Fred A. Sorbello with the 2014 Gloucester County Distiguished Citizen of the Year award (Taliaferro) (previously presented)

48772 Proclamation recognizing Joseph W. Devine with the 2014 Gloucester County Distiguished Citizen of the Year award (Taliaferro) (previously presented)

**48773 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.**

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

Comments: N/A

**48774 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.

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

Comments: N/A

**48775 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.

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

Comments: N/A

**48776 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.

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

Comments: N/A

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

**OPEN**

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

Comments: N/A

**CLOSE**

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

Comments: N/A

**DEPARTMENT OF ADMINISTRATION**

**DIRECTOR DAMMINGER  
FREEHOLDER CHILA**

**48777 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2014 BUDGET PURSUANT TO NJSA 40A:4-87.**

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

Comments: N/A

**48778 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF NOVEMBER 2014.**

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		14-09507 14-09610 14-09318
Christy			X		
DiMarco			X		
Simmons		X	X		14-05854 14-09139 14-09504 14-09607 14-07979 14-03598 14-03603 14-08621
Taliaferro			X		
Damminger			X		

Comments: N/A

**48779 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.**

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

Comments: N/A

**48780 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.**

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

Comments: N/A

**48781 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH CAMDEN COUNTY FOR HOUSING GLOUCESTER COUNTY ADULT FEMALES FROM SEPTEMBER 1, 2014 TO AUGUST 31, 2016.**

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

Comments: N/A

DEPARTMENT OF PUBLIC SAFETY,  
VETERANS AFFAIRS & ELECTIONS

FREEHOLDER CHILA  
FREEHOLDER SIMMONS

**48782 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.**

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

Comments: N/A

**48783 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.**

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

Comments: N/A

**DEPARTMENT OF ECONOMIC DEVELOPMENT  
& PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER CHRISTY**

**48784 RESOLUTION TO AMEND THE CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT DECREASING THE CONTRACT AMOUNT BY \$4,013.00.**

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

Comments: N/A

**48785 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.**

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

Comments: N/A

**48786 RESOLUTION TO EXECUTE AN AGREEMENT WITH HABITAT FOR HUMANITY FOR CONSTRUCTION OF A SINGLE FAMILY HOME IN WOODBURY NEW JERSEY FOR \$68,361.00.**

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

Comments: N/A

**48787 RESOLUTION CONCURRING WITH THE BOROUGH OF GLASSBORO RESOLUTION REQUESTING BUS SHELTERS PURSUANT TO ENGINEERING FILE #TA-07-06.**

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

Comments: N/A

**48788 RESOLUTION TO CONTRACT WITH R.E. PIERSON, INC. FOR THE CONSTRUCTION OF HENDRICKSON MILL ROAD STRUCTURE IN WOOLWICH TOWNSHIP FOR \$341,620.33.**

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

Comments: N/A

**48789 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.**

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

Comments: N/A

**48790 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.**

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

Comments: N/A

**DEPARTMENT OF EDUCATION**

**FREEHOLDER BARNES  
FREEHOLDER TALIAFERRO**

**DEPARTMENT OF HEALTH & HUMAN SERVICES**

**FREEHOLDER TALIAFERRO  
FREEHOLDER BARNES**

**48791 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.**

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

Comments: N/A

**48792 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.**

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

Comments: N/A

**48793 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.**

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

Comments: N/A

**48794 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.**

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

Comments: N/A

**48795 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.**

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

Comments: N/A

**DEPARTMENT OF PARKS & LAND PRESERVATION**

**FREEHOLDER DIMARCO  
FREEHOLDER CHILA**

**DEPARTMENT OF BUILDINGS & GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY  
FREEHOLDER DIMARCO**

**48796 RESOLUTION AUTHORIZING THE PROCUREMENT OF A CONTRACTOR TO PROVIDE VETERINARY SERVICES AT THE COUNTY'S PROPOSED SPAY/NEUTER CLINIC.**

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

Comments: N/A

**48797 RESOLUTION AWARDDING 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.**

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

Comments: N/A

**48798 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.**

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

Comments: N/A

**48799 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.**

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

Comments: N/A

**48800 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.**

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

Comments: N/A

Old Business

New Business

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

OPEN

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

Comments: N/A

CLOSE

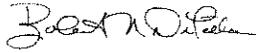
	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

Adjournment 6:38 PM

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

Comments: N/A



ROBERT N. DILELLA, CLERK

**MINUTES**

7:30 p.m. Wednesday, December 3, 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

48804 Proclamation recognizing Chestnut Ridge Middle School on its 25th anniversary celebration (Simmons) (previously presented)

48805 Proclamation Recognizing Patricia (Pat) Wallace Upon her Retirement (Taliaferro) (to be presented at a later date)

48806 Proclamation to Honor and Welcome home Private First Class Eric Bakey from his deployment in Afghanistan (Chila) (previously presented)

48807 Proclamation to Honor and Welcome home Petty Officer 2<sup>nd</sup> Class Jamie Engleman from her deployment in the Persian Gulf (Chila) (previously presented)

48808 Proclamation in Recognition of Paul Pinto, the new State President, of Ladies Auxiliary, Department of New Jersey Veterans of Foreign Wars (Chila) (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	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

CLOSE

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

Comments: N/A

**48809 RESOLUTION AUTHORIZING CANCELLATION OF GRANT RECEIVABLE AND RESERVE BALANCES.**

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

Comments: N/A

**48810 RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, AUTHORIZING AND APPROVING THE COUNTY OF GLOUCESTER'S PARTICIPATION IN THE MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE OF THE SECURITIES AND EXCHANGE COMMISSION; AND AUTHORIZING AND APPROVING CERTAIN ACTIONS IN CONNECTION WITH THE FOREGOING.**

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

Comments: N/A

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

**FREEHOLDER CHILA  
FREEHOLDER SIMMONS**

**48811 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT WITH BAY HEAD INVESTMENT, INC. DBA VCI EMERGENCY VEHICLE SPECIALIST TO DECREASE THE CONTRACT AMOUNT BY \$3,000.00.**

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

Comments: N/A

**48812 RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO HERTRICH FLEET SERVICES FOR THE PURCHASE OF TWO (2) 2015 CHEVROLET TAHOE SSV VEHICLES, FOR \$63,496.00.**

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

Comments: N/A

**DEPARTMENT OF ECONOMIC DEVELOPMENT  
& PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER CHRISTY**

**48813 RESOLUTION TO AMEND THE CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT DECREASING THE CONTRACT AMOUNT BY \$46,806.00.**

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

Comments: N/A

**48814 RESOLUTION TO CONTRACT WITH GOOD DEAL TRANSMISSIONS, INC. FOR REPAIR SERVICES ON COUNTY VEHICLES FROM DECEMBER 3, 2014 TO DECEMBER 2, 2016 IN AN AMOUNT NOT TO EXCEED \$25,000.00 PER YEAR.**

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

Comments: N/A

**48815 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #02 INCREASE WITH P & A CONSTRUCTION, INC. BY \$47,285.00.**

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

Comments: N/A

**48816 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #04 DECREASE WITH P & A CONSTRUCTION, INC. BY \$51,708.07.**

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

Comments: N/A

DEPARTMENT OF EDUCATION

FREEHOLDER BARNES  
FREEHOLDER TALIAFERRO

DEPARTMENT OF HEALTH &  
HUMAN SERVICES

FREEHOLDER TALIAFERRO  
FREEHOLDER BARNES

DEPARTMENT OF PARKS &  
LAND PRESERVATION

FREEHOLDER DIMARCO  
FREEHOLDER CHILA

DEPARTMENT OF BUILDINGS &  
GOVERNMENT SERVICES

FREEHOLDER CHRISTY  
FREEHOLDER DIMARCO

Old Business

New Business

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

OPEN

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

Comments: Wayne Klotz, had concerns about family members who need nursing homes and issues regarding medicare.

CLOSE

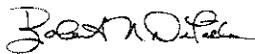
	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

Adjournment 7:38 pm

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

Comments: N/A



ROBERT N. DILELLA, CLERK

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.

**Date of Introduction:** November 25, 2014

**Date of Final Adoption:** December 17, 2014



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

COUNTY OF GLOUCESTER, NEW JERSEY

ORDINANCE \_\_\_\_\_

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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

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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.

**Date of Introduction:** November 25, 2014  
**Date of Final Adoption:** December 17, 2014



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

Public Hearing

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:** December 17, 2014



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

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

**WHEREAS**, the County of Gloucester Division of Emergency Medical Services provides 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 25<sup>th</sup> 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 17<sup>th</sup> 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**

This is to certify that this Ordinance was passed upon second reading after a public hearing on December 17, 2014.

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**ROBERT N. DILELLA, CLERK**

A-1

**RESOLUTION AUTHORIZING 2014 BUDGET TRANSFERS**

**WHEREAS**, the Treasurer of the County of Gloucester has recommended that there be 2014 Budget Transfers; and

**WHEREAS**, said transfers are in accordance with the provisions of Title 40A of the revised statutes of the State of New Jersey.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the following transfer of funds in the 2014 Budget is hereby authorized:

**TRANSFER FROM**

Taxation -S&W	\$ 6,600.00
Buildings & Grounds- S&W	70,000.00
Animal Shelter-S&W	40,000.00
Electric-OE	<u>71,000.00</u>
	\$ 187,600.00

**TRANSFER TO**

Surrogate-S&W	4,000.00
Medical Examiner - S&W	110,000.00
Superintendent of Schools - S&W	2,600.00
Gas -OE	48,000.00
Water -OE	<u>23,000.00</u>
	\$ 187,600.00

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 17, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

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**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 **\$8,500.00**, which item is now available as a revenue from the United States Secret Service Electronic Crimes Task Force, to be appropriated under the caption of the United States Secret Service Electronic Crimes Task Force - *Other Expenses*;
- (2) The sum of **\$22,890.00**, which item is now available as a revenue from the State of New Jersey, Department of Law and Public Safety Stop Violence Against Women Act, to be appropriated under the caption of the State of New Jersey, Department of Law and Public Safety Stop Violence Against Women Act - *Other Expenses*;
- (3) The sum of **\$194,737.00**, which item is now available as a revenue from the State of New Jersey, Department of Law and Public Safety Victims of Crime Act Grant, to be appropriated under the caption of the State of New Jersey, Department of Law and Public Safety Victims of Crime Act Grant - *Other Expenses*;
- (4) The sum of **\$2,345,311.00**, which item is now available as a revenue from the State of New Jersey, Department of Transportation Tuckahoe Road CR557 Section 5 Resurfacing and Safety Improvements, to be appropriated under the caption of the State of New Jersey, Department of Transportation Tuckahoe Road CR557 Section 5 Resurfacing and Safety Improvements - *Other Expenses*;
- (5) The sum of **\$2,550,150.00**, which item is now available as a revenue from the State of New Jersey, Department of Transportation Woodbury-Glassboro Road CR553 Resurfacing and Safety Improvements from Tylers Mill to Woodcreek, to be appropriated under the caption of the State of New Jersey, Department of Transportation Woodbury-Glassboro Road CR553 Resurfacing and Safety Improvements from Tylers Mill to Woodcreek - *Other Expenses*;
- (6) The sum of **\$36,208.00**, which item is now available as a revenue from the State of New Jersey, Department of Transportation Center Street CR603 in Mantua Resurfacing Modification, to be appropriated under the caption of the State of New Jersey, Department of Transportation Center Street CR603 in Mantua Resurfacing Modification - *Other Expenses*;

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 17, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

(A-3)

**RESOLUTION AUTHORIZING THE EXECUTION OF AN ADDENDUM  
TO THE CONTRACT WITH BROWN AND CONNERY, LLP TO INCREASE THE  
CONTRACT AMOUNT BY AN AMOUNT NOT TO EXCEED \$25,000.00 RESULTING  
IN A NEW CONTRACT AMOUNT NOT TO EXCEED \$200,000.00**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on January 3, 2014 authorizing the execution of a contract between the County of Gloucester and Brown and Connery, LLP, with offices at 360 Haddon Avenue, Westmont, NJ 08108, for the provision of professional labor attorney legal services and other services of a specialized nature; and

**WHEREAS**, the amount of the original contract was for an amount not to exceed \$175,000.00; and

**WHEREAS**, the need for additional representation is needed for the remainder of the contract which terminates December 31, 2014, and the total amount of the compensation for the additional services shall be for an amount not to exceed \$25,000.00. 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; and

**WHEREAS**, all terms and provisions of the original contract that are not amended shall remain in full force and effect.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to an addendum to the contract between the County of Gloucester and Brown and Connery, LLP for the provision of professional labor attorney legal services and other services of a specialized nature for the period ending December 31, 2014 for an increase to the amount of the contract for an amount not to exceed \$25,000.00, resulting in a new contract amount not to exceed \$200,000.00; and

**BE IT FURTHER RESOLVED** before any purchase be made pursuant to the within award, a certification must be obtained from the Purchasing Agent of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid; 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 Wednesday, December 17, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

A-3

**ADDENDUM TO CONTRACT  
BETWEEN  
BROWN AND CONNERY, LLP  
AND  
THE COUNTY OF GLOUCESTER**

**THIS** is an addendum to a previous contract by and between **BROWN AND CONNERY, LLP** with offices at 360 Haddon Avenue, Westmont, NJ 08108, hereinafter referred to as "**Vendor**", And the **COUNTY OF GLOUCESTER**, hereinafter referred to as "**County**".

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

**The Contract is amended to provide that the total contract amount is increased by an amount not to exceed \$25,000.00 resulting in a new contract amount not to exceed \$200,000.00 for the period ending December 31, 2014. 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.**

All other terms and provisions of the contract that are consistent with this Addendum shall remain in full force and effect.

**THIS ADDENDUM** is effective as of the 17th day of December, 2014.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**BROWN AND CONNERY, LLP**

\_\_\_\_\_

\_\_\_\_\_  
**WILLIAM M. TAMBUSSI, PARTNER**

A-4

**RESOLUTION AUTHORIZING APPROVAL OF THE  
BILL LISTS FOR THE MONTH OF DECEMBER 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 December 12, 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 December 12, 2014.

**NOW, THEREFORE, BE IT RESOLVED** that the County's Bill List for the period ending December 12, 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 December 12, 2014, as prepared, reviewed and approved by the Social Services Finance Officer, the Social Services Director and the County Treasurer, which List includes ratification of prior emergency payments made, is hereby approved and said Treasurer is authorized to render payment to each vendor appearing on said list.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 17, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

A-5

**RESOLUTION SETTING FORTH DATE, TIME AND LOCATION FOR  
THE ANNUAL REORGANIZATION MEETING ON JANUARY 2, 2015  
AT 6:00 P.M., IN THE CEREMONIAL COURTROOM**

**WHEREAS**, New Jersey Statute mandates that the Board of Chosen Freeholders conduct an annual reorganization meeting.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Chosen Freeholders of the County of Gloucester does hereby set and establish January 2, 2015, at 6:00 p.m., in the Ceremonial Courtroom (Courtroom #201), in the Old Courthouse, located at 1 North Broad Street, Woodbury, New Jersey as the date, time and place of the 2015 Annual Reorganization.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 17, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

A-6

**RESOLUTION AUTHORIZING COMMENCEMENT OF LITIGATION AGAINST  
PINNACLE TOWERS, LLC**

**WHEREAS**, by resolution adopted on June 25, 2014 the Gloucester County Board of Chosen Freeholders ("County") authorized the purchase from Motorola Solutions, Inc. for the provision and construction of a 700 MHz P25 Public Safety Radio Network and accompanying Subscriber Units; and

**WHEREAS**, the County of Gloucester will dispatch police, fire and EMS with the 700 MHz P25 Public Safety Radio Network for Franklin Township and the other twenty three (23) municipalities in the County of Gloucester and it is vital to install public safety communications antennas and related necessary equipment at various tower locations throughout the County of Gloucester; and

**WHEREAS**, a Propagation Study was performed to indicate the precise tower locations necessary for radio frequency coverage of 97% county wide; and

**WHEREAS**, it was determined that a total of nine tower locations was necessary, one of which would need to be located in the Township of Franklin; and

**WHEREAS**, a tower site was located on Lot 22, Block 120 in the Township of Franklin, the tower site is owned by Pinnacle Towers, LLC, a Delaware Limited Liability Company, with a place of business at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317; and

**WHEREAS**, the County of Gloucester negotiated tower space at the Township of Franklin location with Crown Castle, Pinnacle Towers, LLC is a subsidiary of Crown Castle; and

**WHEREAS**, Pinnacle Towers, LLC drafted and submitted to the County of Gloucester a Government Entity Tower License Agreement, which included a basic payment fee of \$3,850.00 per month, which would increase each year, along with additional costs. The maximum contract amount would exceed \$525,000.00; and

**WHEREAS**, the tower was originally owned and constructed by Motorola, Inc.; and

**WHEREAS**, Motorola, Inc. applied to the Zoning Board of Adjustment of the Township of Franklin for a variance to construct a 480 foot high tower and equipment shelters for use as a regional communications facility and for waiver of site plan review and attended the March 4, 1997 meeting at which time Motorola, Inc. proposed to provide space and antennas at their cost for the local police department, fire and other emergency services; and

**WHEREAS**, the Franklin Township Zoning Board of Adjustment approved Resolution No. ZB 4 - 97 on March 4, 1997 granted the application of Motorola, Inc. with a condition being set, "The applicant shall provide tower space and the antennas at the applicant's cost for police, fire, ambulance, and emergency management use."; and

**WHEREAS**, County of Gloucester advised Crown Castle of the said resolution with Motorola and Counsel for the County attempted unsuccessfully to resolve the cost matter with Crown Castle.

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

1. Should Crown Castle fail to remove the basic payment fee and additional fees from the proposed Government Entity Tower License Agreement within five days of the adoption of this resolution, Gloucester County Counsel or his designees are hereby authorized to institute litigation against Pinnacle Towers, LLC, a subsidiary of Crown Castle, and any other necessary parties, for the purpose of removing the basic payment fee and additional fees from the Government Entity Tower License Agreement, and in all other respects protecting the County's rights and interests.
2. That the County Administrator is authorized to execute any and all documents necessary to institute and prosecute said litigation.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders, County of Gloucester held on Wednesday, December 17, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

**ROBERT M. DAMMINGER, DIRECTOR**

A7

**RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEAL COMPLAINTS OF PLAINTIFFS, WP PLAZA, LP. C/O NATIONAL REALTY & DEV. CO. VS. WASHINGTON TOWNSHIP AND 1901 DEPTFORD, LLC, V. DEPTFORD TOWNSHIP**

**WHEREAS**, the Plaintiff, WP Plaza, L.P. c/o National Realty & Dev. Co. v. Washington Township, represented by the law firm Marcus Brody Ford & Kessler, LLC, filed state tax appeals under Docket Numbers 007097-2012, 008960-2013, 002075-2014, contesting the assessment on the subject property known as Block 195, Lot 23, within the Township of Washington; and the Plaintiff, 1901 Deptford, LLC v. Deptford Township, represented by Garippa Lotz & Giannuario, filed state tax appeals under Docket Number 004352-2014, contesting the assessment on the subject property known as Block 200, Lot 17, within Deptford Township; 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.

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

**Block 195, Lot 23, WP Plaza LP. C/O National Realty & Dev. Co. v. Washington Township:**

Tax Year	Original Assessment	Requested Tax Court Judgment
2012	\$9,000,000	WITHDRAW
2013	\$17,995,900	\$14,500,000
2014	\$17,995,900	\$13,900,000
2015	\$17,995,900	\$13,500,000* *plus added assessment of \$1,086,000 for new construction building for 2015 for a total of \$14,586,000.

**Block 200, Lot 17, 1901 Deptford, LLC v. Deptford Township:**

Tax Year	Original Assessment	Requested Tax Court Judgment
2014	\$4,031,400	\$1,300,000
2015	\$4,031,400	\$1,300,000

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 17, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

A.7

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

WP PLAZA, LP c/o NATIONAL REALTY & DEVELOPMENT CO.,  
 Plaintiff,  
 v.  
 WASHINGTON TOWNSHIP,  
 Defendant.

TAX COURT OF NEW JERSEY  
COUNTY OF GLOUCESTER

Docket No.: 007097-2012  
008960-2013  
002075-2014

*Civil Action*

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

**STIPULATION OF SETTLEMENT**  
*(Local Property Tax)*

- It is **STIPULATED AND AGREED** that the assessment of the following property for tax year 2012 be adjusted and a judgment entered as follows:

Block 195	Lot 23	Unit Qualifier
Street Address 5901 Route 42	Year 2012	

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	<u>\$2,950,000</u>	N/A	WITHDRAW
Improvements	<u>\$6,050,000</u>		
Total	<u>\$9,000,000</u>		

2. It is **STIPULATED AND AGREED** that the assessment of the following property for tax year 2013 be adjusted and a judgment entered as follows:

Block 195		Lot 23		Unit Qualifier
Street Address 5901 Route 42		Year 2013		
	Original Assessment	County Tax Board Judgment		Requested Tax Court Judgment
Land	\$ 1,447,600	N/A		\$ 1,447,600
Improvements	\$16,548,300			\$13,052,400
Total	\$17,995,900			\$14,500,000

3. It is **STIPULATED AND AGREED** that the assessment of the following property for tax year 2014 be adjusted and a judgment entered as follows:

Block 195		Lot 23		Unit Qualifier
Street Address 5901 Route 42		Year 2014		
	Original Assessment	County Tax Board Judgment		Requested Tax Court Judgment
Land	\$ 1,447,600	N/A		\$ 1,447,600
Improvements	\$16,548,300			\$12,452,400
Total	\$17,995,900			\$13,900,000

4. ■ The provisions of *N.J.S.A. 54:51A-8* (Freeze Act) shall not apply to the Judgments sought for tax years 2012, 2013 and 2014 above.
5. As a material consideration for Plaintiff's agreement to withdraw its 2012 Tax Court Complaint and to accept the requested Tax Court Judgments for tax years 2013 and 2014 it is hereby **STIPULATED AND AGREED** (a) there shall be no omitted-added assessment or added assessment for the property (land or improvements) for any permits, improvements, alteration, certificates of occupancy, (whether or not applied for, pending, or issued) or for any modifications, additions or changes (to the land or improvements) or for any change in value or use (to the land or improvements), for any time period prior and including the date that the last party executes this Stipulation of Settlement except for a 2014 added assessment for the Credit Union pad location improvement in the amount of \$1,086,000 applicable for six (six) months of tax year 2014.

6. As a material consideration for Plaintiff's agreement to withdraw its 2012 Tax Court Complaint and to accept the requested Tax Court Judgments for tax years 2013 and 2014. The parties agree that the 2015 Original assessment shall be issued and recorded as follows and either party may file a County Tax Board or State Tax Court Appeal requesting the entry of a 2015 Judgment as set forth below, and if so filed, the parties and the Assessor for the Taxing District shall execute a Stipulation of Settlement for Tax year 2015 reflecting the requested Judgment as set forth below:

Block 195	Lot 23	Unit Qualifier
Street Address 5901 Route 42	Year 2015	

	<u>ORIGINAL ASSESSMENT</u>	<u>2015 ASSESSMENT</u>
Land	\$ 1,447,600	\$ 1,447,600
Improvements	\$13,138,400	\$13,138,400
Total	\$14,586,000	\$14,586,000

7. 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.
8. This agreement shall apply to any assignee, tenant and successor in interest of the subject property.
9. 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.
10. 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. The parties agree that all excess taxes paid for the years 2013 and 2014 shall be credited to the tax bills due and that become due beginning with the tax bill for first quarter 2015, but shall not be credited against the 2014 added assessment set forth in paragraph 6 above.

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

SAIBER ATTORNEYS AT LAW

Dated: \_\_\_\_\_

\_\_\_\_\_  
ANDREW S. KESSLER, ESQUIRE  
Attorney for Plaintiff

COUNTY OF GLOUCESTER

Dated: \_\_\_\_\_

\_\_\_\_\_  
ERIC M. CAMPO, ESQUIRE  
Attorney for Office of Assessment

Dated: \_\_\_\_\_

\_\_\_\_\_  
ROBYN GLOCKER-HAMMOND  
County Tax Assessor

**BRIAN A. FOWLER , ESQ., ATTORNEY ID 017391999**

**G**arippa **L**otz & **G**iannuario  
66 Park Street  
Montclair, NJ 07042  
Phone (973) 744-1688 Fax (973) 744-1641

∴ TAX COURT OF NEW JERSEY  
∴ DOCKET NO.: 004352-2014

**1901 DEPTFORD, LLC**

**PLAINTIFF**

**V.**

**CIVIL ACTION  
STIPULATION OF SETTLEMENT**

**DEPTFORD TOWNSHIP**

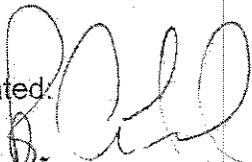
**DEFENDANT**

It is hereby stipulated and agreed by and between the undersigned, that:

1. The settlement is for the 2014 tax year and is evidenced by the attached Stipulation of Settlement.
2. The assessment for the 2015 tax year will be set as follows:

LAND	\$ 900,000
IMPROVEMENT	<u>400,000</u>
TOTAL	\$ 1,300,000

Unless the taxpayer demolishes the improvements at the subject property. If the improvements are removed, the assessment will be reduced to \$1,100,000 total assessment.

Dated: 

\_\_\_\_\_  
BRIAN A. FOWLER, ESQ.  
ATTORNEY FOR PLAINTIFF

\_\_\_\_\_  
MAURICE L. STONE , ESQ.  
ATTORNEY FOR DEFENDANT

**BRIAN A. FOWLER, ESQ., ATTORNEY ID 017391999**

**Garippa Lotz & Giannuario, P.C.**

66 Park Street

Montclair, NJ 07042

Phone (973) 744-1688 Fax (973) 744-1641

**1901 DEPTFORD, LLC**  
**Plaintiff,**

V.

**DEPTFORD TOWNSHIP**  
**Defendant.**

:: TAX COURT OF NEW JERSEY  
:: DOCKET NO.: 004352-2014  
::  
::  
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CIVIL ACTION  
STIPULATION OF SETTLEMENT

ASSIGNED JUDGE:

FIRST CALENDAR DATE:

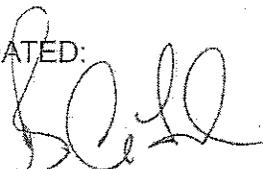
1. It is hereby stipulated and agreed that the assessment of the property indicated on the attached page be adjusted and a judgment be entered by the Tax Court as depicted on said pages.

2. 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 assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.

3. Based upon the foregoing, the undersigned represent to the Tax 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.

4. Prejudgment interest is hereby waived on any overpayment and resulting refund due, provided however, that said refund is issued to 1901 DEPTFORD, LLC through its attorney, BRIAN A. FOWLER, Esq. of Garippa, Lotz & Giannuario, within 60 days from the date of entry of the Tax Court Judgment. If the defendant fails to pay said refund within 60 days from the date of the Tax Court Judgment then pre-judgment and post-judgment interest shall be included therein. Moreover, if the refund is not paid within 60 days from said judgment and the Plaintiff then files a motion to compel payment, the Defendant agrees to reimburse Plaintiff for its attorney's fees.

DATED:



\_\_\_\_\_  
BRIAN A. FOWLER, ESQ.  
Attorney for 1901 DEPTFORD, LLC

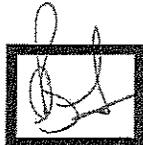
\_\_\_\_\_  
MAURICE L. STONE, ESQ.  
Attorney for DEPTFORD TOWNSHIP

STIPULATION OF SETTLEMENT CONTINUED  
DOCKET NO.: 004352-2014

BLOCK: 200  
LOT: 17  
STREET ADDRESS: 1901 DEPTFORD CENTER ROAD  
YEARS: 2014

2014	ORIGINAL ASSESSMENT	COUNTY BOARD ACTION	REQUESTED TAX COURT JUDGMENT
LAND:	\$900,000		\$900,000
IMPMNT.:	<u>\$3,131,400</u>		<u>\$400,000</u>
TOTAL:	\$4,031,400		\$1,300,000

INITIAL BOX BELOW TO INDICATE YOUR REVIEW OF THIS PAGE



ATTORNEY FOR PLAINTIFF



ATTORNEY FOR DEFENDANT

A-8

**RESOLUTION PLACING THE GLOUCESTER COUNTY CERTIFIED GARDENERS PROGRAM UNDER AND WITHIN THE GLOUCESTER COUNTY OFFICE OF LAND PRESERVATION AND AMENDING ADMINISTRATIVE CODE LAN-3 POWERS AND DUTIES**

**WHEREAS**, from time to time it becomes essential for government to assess its operations and reorganize the resources of its departments to better serve the public; and

**WHEREAS**, the opportunity exists to reorganize certain functions of government to operate more efficiently and better serve the public; and

**WHEREAS**, by placing the Gloucester County Certified Gardeners Program under and within the Gloucester County Office of Land Preservation, Gloucester County can achieve certain efficiencies and benefits; and

**WHEREAS**, LAN-3 Powers and Duties in the Administrative Code is hereby amended to accomplish such placement.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Gloucester County Certified Gardeners Program is hereby placed under and within the Gloucester County Office of Land Preservation, and any necessary and appropriate modifications to the Gloucester County Administrative Code LAN-3 Powers and Duties to reflect and accomplish such placement are hereby further authorized.

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, December 17, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

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## LAND PRESERVATION

### **LAN-1 GENERAL STATEMENT**

The Gloucester County Office of Land Preservation was created by Freeholder resolution on January 7, 2000. The overall objective of the Office of Land Preservation is to enhance the quality of living in Gloucester County by preserving farmland and open space. The Office of Land Preservation is also charged with the administration and oversight of the Gloucester County Certified Gardeners Program.

### **LAN-2 APPOINTMENT**

This is an unclassified department with the Director serving at the pleasure of the Board of Chosen Freeholders.

### **LAN-3 POWERS AND DUTIES**

#### Farmland Preservation Program

1. Buy development rights on farms so that farmland is permanently preserved
2. Administer the State and Municipal 8-year farmland preservation programs.
3. Coordinate all appraisal work required for acquisitions as per New Jersey State Agricultural Development Board (SADC) regulations.
4. Coordinate all necessary survey contracts for acquisitions as per SADC regulations.
5. Coordinate all necessary title work contracts for acquisitions as per SADC regulations.
6. Coordinate all contracts and/or agreement of sale with landowners.
7. Conduct annual inspections on all preserved properties in order to ensure adherence with the recorded deed restrictions.
8. Compile and submit all applications of prospective properties to the SADC.
9. Coordinate activities and serve as staff to the Gloucester County Agricultural Development Board (GCADB).
10. Act as arbitrator for the State in disputes under the Right-to-Farm Act.
11. Act as an advocate for the agricultural community in general.

#### Open Space Preservation Program

1. Buy land for permanent preservation for open space and/or additions to the County parks system.
2. Buy land for permanent preservation for open space and/or parkland on behalf of the County's municipalities.
3. Assist municipalities in permanently preserving open space.
4. Coordinate all appraisal work required for acquisitions as per New Jersey State Green Acres regulations.
5. Coordinate all necessary survey contracts for acquisitions as per Green Acres regulations.

6. Coordinate all necessary title work contracts for acquisitions as per Green Acres regulations.
7. Coordinate all contract and/or agreement of sale with landowners.
8. Compile all grant applications, file required paperwork and coordinate grant contracts in order to complete acquisitions.
9. Coordinate activities of the County Open Space Committee.

#### Gloucester County Certified Gardeners Program

1. Act as liaison to the Gloucester County Certified Gardener Association.
2. Offer an annual Certified Gardener Training Program (app. 20 classes per year).
3. Offer pesticide recertification credits to schools, landscapers, and municipal personnel.
4. Coordinate and offer horticultural education opportunities that may include, but not limited to:
  - a. Coordinate an annual Spring and Fall Garden Expo with educational programs and plant sales.
  - b. Offer a yearly Home Gardener School in conjunction with the Certified Gardener Training classes.
  - c. Organize monthly Certified Gardener meetings with advanced training programs.
  - d. Coordinate and implement community beautification and educational projects and activities (i.e library programs, garden clubs, senior groups, school programs, etc.).
  - e. Coordinate and implement beautification projects at county facilities, parks, and open space areas.
  - f. Coordinate the operation of a Gloucester County Home and Garden Helpline.
  - g. Act as a liaison between State, County, Municipal, and volunteer groups in regards to up-keep and beautification projects at appropriate facilities.
  - h. Offer two Forestry Stewardship Programs a year for woodlot owners.
  - i. Hold an annual Gloucester County Horticultural Symposium open to the general public.
  - j. Work cooperatively with Rutgers Cooperative Extension of Gloucester County's 4-H and Family Community Health Sciences to offer gardening programs to youth and assist with the development and implementation of school gardens.

#### **LAN-3.1 RULES OF THE BOARD**

Reserved

#### **LAN-4 POLICIES AND PROCEDURES**

Farmland Preservation Program – Permanent Program

1. Meet with all interested landowners to determine their expectations of the program.
2. Compile initial information from the applicant regarding the proposed property.
3. Compile all necessary soil and wetland studies.
4. Ensure municipal endorsement for the proposed property.
5. Provide necessary information to the appraisers.
6. Review the appraisals with the applicant.
7. Compile and submit the required application to the SADC.
8. Correspond with the applicant on the SADC's certified offer.
9. Secure an Option Agreement with the applicant.
10. Coordinate all required engineering and title report work.
11. Review the engineering and title report work with the applicant.
12. Correspond with the applicant's lending institution regarding subordination documentation (if necessary).
13. Provide all necessary information to the County Treasurer and Purchasing Agent.
14. Initiate the required Freeholder resolution.
15. Coordinate the settlement date with the applicant and title company.
16. Attend the settlement with the applicant and secure all required documentation.
17. Provide the required documentation to all applicable parties.
18. Coordinate the State's reimbursement with the SADC.
19. Perform an annual inspection on the preserved property in order to ensure adherence with the recorded deed restrictions.

#### Farmland Preservation – 8-Year Program

1. Meet with all interested landowners to determine their expectations of the program.
2. Compile initial information from the applicant regarding the proposed property.
3. Compile all necessary soil and wetland studies.
4. Coordinate all required title report work.
5. Schedule a resolution creating the 8-year program with the GCADB.
6. Submit the agreement to the SADC, County Clerk, and all other required parties.
7. Correspond with the landowner to determine their interest in renewing after the 8-year period has expired.
8. Work with any landowners who require withdrawing their property from the 8-year program prior to its expiration date.

#### Open Space Preservation Program

1. Review applications submitted by landowners, municipalities, or other entities.
2. Rank all proposed acquisitions as per Gloucester County Open Space guidelines.
3. Compile all necessary soil and wetland studies.
4. Provide all necessary information to the appraisers.
5. Submit the appraisals to the State Green Acres Program for certification.

6. Negotiate an offer with the landowner.
7. Advertise a public hearing on the proposed property.
8. Conduct the public hearing and initiate the required Freeholder resolution.
9. Secure an Agreement of Sale with the landowner.
10. Coordinate the required environmental studies on the property.
11. Coordinate all required engineering and title report work.
12. Provide all necessary information to the County Treasurer and Purchasing Agent.
13. Coordinate the settlement date with the applicant and title company.
14. Attend the settlement with the applicant and secure all required documentation.
15. Provide the required documentation to all applicable parties.
16. Turn ownership of the property over to the host municipality (if applicable).
17. Secure State reimbursement with Green Acres.

## **LAN-5 STATUTES/REGULATIONS**

### Farmland Preservation Program – State Statutes

- |         |  |
|---------|--|
| 4:1C-1  | Short Title  |
| 4:1C-2  | Legislative findings   |
| 4:1C-3  | Definitions  |
| 4:1C-4  | SADC; establishment; membership; terms; vacancies; et seq.                                     |
| 4:1C-5  | Powers of SADC   |
| 4:1C-6  | Duties of SADC   |
| 4:1C-7  | Additional duties  |
| 4:1C-8  | Appropriated monies; use by secretary  |
| 4:1C-9  | Commercial farm owners; permissible activities   |
| 4:1C-10 | Commercial agricultural operation  |
| 4:1C-11 | Short title  |
| 4:1C-12 | Legislative findings and declarations  |
| 4:1C-13 | Definitions  |
| 4:1C-14 | County Agriculture Development Board (CADB); et seq.   |
| 4:1C-15 | Duties   |
| 4:1C-16 | Powers   |
| 4:1C-17 | Subregional agricultural retention boards; et seq.   |
| 4:1C-18 | Agricultural development areas (ADA)   |
| 4:1C-19 | Land acquisition or construction in ADA; et seq.   |
| 4:1C-20 | Petition for farmland preservation program; et seq.  |
| 4:1C-21 | Petition for municipally approved program; content; review                                     |
| 4:1C-22 | Documentation of municipally approved program  |
| 4:1C-23 | Zoning of land in program  |
| 4:1C-24 | Agreement to retain land in agricultural production or to convey development easement; et seq. |
| 4:1C-25 | Eminent domain; et seq.  |
| 4:1C-26 | Actions; presumptions; complaint   |
| 4:1C-27 | Exemption from emergency restrictions on use of water and energy                               |
| 4:1C-28 | Farm structure design  |
| 4:1C-29 | Length of program; termination; et seq.  |

- 4:1C-30 Withdraw of land; taxation
- 4:1C-31 Offer to sell development easement; et seq.
- 4:1C-31.1 Farmland within certified ADA; sale by landowner; et seq.
- 4:1C-31.2 Rule and regulations
- 4:1C-32 Conveyance of easement following purchase: et seq.
- 4:1C-33 Enforcement of conditions and restrictions
- 4:1C-34 Persons acquiring development easements; sale to SADC
- 4:1C-35 Donation of development easement to SADC
- 4:1C-36 Pinelands area
- 4:1C-37 Joint legislative oversight committee; duties
- 4:1C-38 Purchase and acquisition of fee simple absolute interest in land
- 4:1C-39 Notice of executed contract of sale of fee simple absolute interest in land enrolled in farmland preservation programs: et seq.
- 4:1C-40 Certificate of termination of first right and option to purchase
- 4:1C-41 Sale of land to third party likely to negatively impact maintenance of positive agricultural business climate
- 4:1C-42 Land acquired by SADC; et seq.
- 4:1C-43 Appropriation
- 4:1C-44 Legislative findings and declarations
- 4:1C-45 Inventory of state properties suitable for agricultural production
- 4:1C-46 Priority of offering for agricultural production
- 4:1C-47 Rules and regulations
- 4:1C-48 Sale of surplus state land for agricultural use

Farmland Preservation Program – State Codes

*Subchapter 1. Agricultural Development Areas*

- 2:76-1.1 Applicability
- 2:76-1.2 Definitions
- 2:76-1.3 Statutory criteria
- 2:76-1.4 Other criteria
- 2:76-1.5 Certification request
- 2:76-1.6 Committee review
- 2:76-1.7 Certification

*Subchapter 2. Agricultural Management Practices (AMP)*

- 2:76-2.1 Definitions
- 2:76-2.2 Recommendations of AMP
- 2:76-2.3 Utilization of AMP
- 2:76-2.4 Negotiations of conflicts between State regulatory practices and SADC recommended AMP.

*Subchapter 3. Creation of Farmland Preservation Programs*

- 2:76-3.1 Applicability
- 2:76-3.2 Definitions
- 2:76-3.3 Petition
- 2:76-3.4 Board review
- 2:76-3.5 Agreement
- 2:76-3.6 Certification request
- 2:76-3.7 Certification
- 2:76-3.8 Recording of farmland preservation program

- 2:76-3.9 Renewal, termination, reformation
- 2:76-3.10 Inclusion of additional lands
- 2:76-3.11 Withdrawal
- 2:76-3.12 Deed restriction
- 2:76-3.13 Compliance
- Subchapter 4. Creation of Municipally Approved Farmland Preservation Programs*
- 2:76-4.1 Applicability
- 2:76-4.2 Definitions
- 2:76-4.3 Petition
- 2:76-4.4 Board review
- 2:76-4.5 Agreement
- 2:76-4.6 Certification request
- 2:76-4.7 Certification
- 2:76-4.8 Recording of farmland preservation program
- 2:76-4.9 Renewal, termination, reformation
- 2:76-4.10 Withdrawal
- 2:76-4.11 Deed restriction
- 2:76-4.12 Compliance
- Subchapter 5. Soil and Water Conservation Projects*
- 2:76-5.1 Applicability
- 2:76-5.2 Definitions
- 2:76-5.3 Approved soil and water conservation projects
- 2:76-5.4 Eligibility for state cost share funds
- 2:76-5.5 Eligible applicants
- 2:76-5.6 Submission of the application
- 2:76-5.7 Approval for project funding
- 2:76-5.8 Payment
- 2:76-5.9 Allocation of soil and water cost-share eligibility after subdivision
- Subchapter 6. Acquisition of Development Easements*
- 2:76-6.1 Applicability
- 2:76-6.2 Definitions
- 2:76-6.3 Eligible applicants
- 2:76-6.4 Application
- 2:76-6.5 Preliminary board review
- 2:76-6.6 Preliminary committee review
- 2:76-6.7 Appraisals
- 2:76-6.8 Committee certification of development easement value
- 2:76-6.9 Landowner offer
- 2:76-6.10 Final board review
- 2:76-6.11 Final committee review
- 2:76-6.12 Landowner decision
- 2:76-6.13 Terms, contingencies, and conditions of purchase
- 2:76-6.14 Payment procedures; schedule of payment
- 2:76-6.15 Deed restrictions
- 2:76-6.16 Criteria for development easement applications
- 2:76-6.17 Residual dwelling site opportunity
- Subchapter 7. Review of Non-Agricultural Development Projects in ADA's*

- 2:76-7.1 Applicability
- 2:76-7.2 Definitions
- 2:76-7.3 Responsibilities of the public body and/or public utility
- 2:76-7.4 Information about the project
- Subchapter 8. Acquisition of Farmland in Fee-Simple*
- 2:76-8.1 Applicability
- 2:76-8.2 Definitions
- 2:76-8.3 Landowner offer
- 2:76-8.4 Board and municipal comments
- 2:76-8.5 Committee evaluation
- 2:76-8.6 Appraisals
- 2:76-8.7 Final committee action
- Subchapter 9. Emergency Acquisition of Development Easements*
- 2:76-9.1 Scope
- 2:76-9.2 Emergency purchase conditions
- Subchapter 10. Appraisal Handbook Standards*
- 2:76-10.1 Applicability
- 2:76-10.2 Definitions
- 2:76-10.3 Appraisal report format
- 2:76-10.4 Summary
- 2:76-10.5 General information
- 2:76-10.6 Market value unrestricted
- 2:76-10.7 Market value restricted
- 2:76-10.8 Final estimate of development easement value
- 2:76-10.9 Addendum

Open Space Preservation Program – State Codes

*Subchapter 1. General Provisions*

- 7:36-1.1 Purposes and objectives
- 7:36-1.2 Scope
- 7:36-1.3 Construction
- 7:36-1.4 Severability
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*Subchapter 2. Definitions*

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**LAN-6 MANUAL**

Not applicable

**LAN-7 AGRICUTURAL DEVELOPMENT BOARD**

See attachment

**Agriculture Development Board**

**LAN-7.1 General Statement:**

The Gloucester County Agriculture Development Board was established by the Board of Chosen Freeholders by resolution number 14878, dated December 1, 1982, and resolution number 15834, dated March 21, 1984, under the authority of N.J.S.A. 4:1C-11, et al. These resolutions were enacted after a public referendum question on the November 3, 1981 ballot, asking voters to approve a \$50,000,000.00 Farmland Preservation Bond Act.

**LAN -7.2 Appointment:**

The membership of the Board is comprised of ten (10) members, serving four (4) year, and staggered terms. There are seven (7) voting members, four of whom shall be actively engaged in farming, and three of whom shall represent the general public. Additionally, there are three (3) non-voting members, who are made up of a representative of the Gloucester County Planning Board, the Rutgers Cooperative Extension Service and the Local Soil Conservation District. All members are appointed by the Board of Chosen Freeholders. A chairman and vice-chairman are elected from among the members, annually.

The Agriculture Development Board has a solicitor, who is appointed by the Board of Chosen Freeholders annually. The Board also has staff person(s) that are employees of the Gloucester County Office of Land Preservation.

**LAN - 7.3 Powers and Duties:**

The Agriculture Development Board has funding, from the State of New Jersey and the County of Gloucester, for the Farmland Preservation Program, which designates farmland properties throughout Gloucester County, and the Development Easement Purchase Program. The Agriculture Development Board also has the ability to fund soil and water conservation projects on agricultural land, under the authority of the aforementioned State Statute. The Agricultural Development Board also hears County "Right-to-Farm" matters.

**LAN-7.4 By Laws:**

ARTICLE 1 - PURPOSE

The Purpose of the By-Laws is to provide rules and regulations governing the operation and administration of the Gloucester County Agriculture Development Board and to define the rights, powers and duties of the Officers and Members of the Board.

ARTICLE II – DEFINITIONS

For the purpose of these By-Laws, certain words and terms used herein are defined as follows:

1. "Board"- Gloucester County Agriculture Development Board.
2. "By-Laws"- The By-Laws of the Gloucester County Agriculture Development Board.
3. "Member(s)" – Member(s) of the Gloucester County Agriculture Development Board.
4. "Chairman" – Chairman of the Gloucester County Agriculture Development Board.

5. "Vice Chairman" – Vice Chairman of the Gloucester County Agriculture Development Board.
6. "Secretary" – Secretary of the Gloucester County Agriculture Development Board.
7. "Solicitor" - Solicitor of the Gloucester County Agriculture Development Board.

### ARTICLE III – OFFICE

The Office of the Gloucester County Agriculture Development Board is in the Gloucester County Office Building, Clayton, and NJ 08312. All records of the Gloucester County Agriculture Development Board shall be open for inspection during regular office hours.

### ARTICLE IV – OFFICERS AND STAFF

At the organizational meeting of the Board held in April of each year, the Board shall elect by majority vote, a Chairman, a Vice Chairman. All terms shall be for one year.

- 4.1 The Chairman shall preside at all meetings and public hearings of the Board, decide points of order or procedure and perform the duties required.
- 4.2 The Chairman has the power to administer oaths and direct that testimony be given under oath.
- 4.3 The Chairman shall designate the time to make site inspections and be exofficio member of all committees and subcommittees so appointed. Where required by statute, ordinances or rules to do so, he, along with the Secretary shall sign all documents.
- 4.4 The Vice Chairman, in the absence or disability of the Chairman, shall perform all duties and exercise all the power of the Chairman.
- 4.5 The Secretary shall:
  - (a) Serve as the custodian of all documents, finances, books of record, minutes, transcripts, resolutions, and other papers belonging to the Board.
  - (b) Maintain a complete file of all applications to the Board.
  - (c) Record in a suitable book all proceedings of the Board at regular or special meetings.
  - (d) Report to the Board at each regular meeting the correspondence received by the Board.
  - (e) Notify all members of all meetings requiring notices.
- 4.51 Recording Secretary – The Board may hire a recording secretary to transcribe minutes of meetings.
- 4.6 Staff Coordinator – The Board may hire and appoint a staff

Coordinator if an approved budget by the Freeholder Board contains sufficient funds to hire staff. The staff coordinator would perform the following duties:

- (a) Assist in carrying out various technical analyses and report preparation as authorized by the Board.
- (b) Assist Chairman in preparing monthly agenda.
- (c) Coordinate activities with other local and state governmental agencies as required.
- (d) Review and correct, as necessary, the minutes summarized by the recording secretary.
- (e) Be responsible for budget appropriations and day-to-day administration of approved funds.
- (f) Attend meetings on behalf of the Board and promote the policies of the Board as approved.

4.7 The Board shall:

- (a) Develop and adopt, after public hearings, agricultural retention and development programs, which shall have as their principal purpose the long-term encouragement of the agricultural business climate and the preservation of agricultural land in the county.
- (b) Establish the minimal acreage of significant masses of reasonably contiguous land required for the creation of a municipally approved program or other farmland preservation programs.
- (c) Establish minimum standards for the inclusion of land in a municipally approved program or other farmland preservation programs.
- (d) Review and approve, conditionally approve or disapprove petitions for formation of a municipally approved program or other farmland preservation programs and monitor the operation thereof.
- (e) Review and approve, conditionally approve or disapprove, prior to any applications to the State Agricultural Development Committee any request for financial assistance authorized by the Act.
- (f) Monitor and make appropriate recommendations to the committee and to county and municipal governing bodies and boards with respect to resolutions, ordinances, regulations, and development approvals which would threaten the continued viability of agricultural activities and farmland preservation programs within agricultural development areas.
- (g) At the request of a municipality, require that any person proposing any nonagricultural development in an agricultural development area prepare and submit a statement as to the potential impact the proposed development would have on agricultural activities in the area.

ARTICLE V – MEETINGS

- 5.1 Regular Meetings. Regular meetings of the Board shall be held once each month on a day and time determined by the Board. Regular meetings may be cancelled by the Chairman in accordance of the Open Public Meeting Act.
- 5.2 Special Meetings. Special meetings may be called at any time by the Chairman, or in his absence, the Vice Chairman, or shall be called by the Secretary on the written request of any three Board Members. Forty-eight (48) hours notice must be given each member and the public pursuant to the "Open Public Meetings Act".
- 5.3 Quorum. Shall consist of four (4) voting members for any regular or special meeting and is required for any decision, determination or official action of the Board. An affirmative vote of a majority of the voting members present is required for any determination of official actions of the Board.
- 5.4 Meeting Notices. The Secretary shall give such notice of Board meetings as is required by law under the Open Public Meetings Act.
- 5.5 Emergency Meetings. Emergency meetings of the Gloucester County Agriculture Development Board may be held without giving notice required by Section 5.2 or if substantial harm to the public interest to result from a delay in the holding of the meeting. The subject matter of such meeting will be limited to discussion of and acting upon such matters of urgency and importance. The minutes of the Gloucester County Agriculture Development Board shall reflect the urgent nature of such meeting and the reasons why the notices required by Section 5.2 were not completed.
- 5.6 Place of Meetings. Meetings of the Board shall be held at the Gloucester County Office Building, Clayton, NJ, or at such other places as shall be determined by the Board.
- 5.7 Attendance. Members are expected to call the Secretary in advance to the monthly whenever they are unable to attend.
- (a) Failure of any member of the Board to attend three consecutive regular meetings shall cause the Board to recommend the member's replacement by the Board of Chosen Freeholders (hereinafter, "The Freeholders" unless such absence is excused by formal action of the Agriculture Development Board.
  - (b) Whenever the Board finds it necessary to seed the replacement of a member, it should request nominees for members from the County Board of Agriculture. All public members should be selected by the nominating committee, and forwarded with the

agricultural nominees to the Board of Freeholders for consideration.

- 5.8 Public Attendance at Meetings. All meetings of the Board shall be open to the public. Members of the public shall be permitted to ask questions at such times as the Chairman deems appropriate.
- 5.9 Recording of Hearings. All hearings before the Board shall be Recorded verbatim by either stenographer, mechanical or electrical means. The Board shall furnish a transcript to any interested party at his expense upon request.

#### ARTICLE VI – MEMBERS

- 6.1 Duties. The County Agriculture Development Board shall consist of seven (7) voting members and three (3) non-voting members. The voting members shall be residents of the county, four of whom shall be actively engaged in farming, the majority of whom shall own a portion of land they farm and three of whom shall represent the general public. The three (3) non-voting members shall be as follows: A representative of the Gloucester County Planning Board; a representative of the Gloucester County Soil Conservation District; and a Gloucester County Agricultural Agent. Members of the Board shall be appointed by the Gloucester County Board of Chosen Freeholders in accordance with State Statutes. Of the seven members first to be appointed, three shall be appointed for terms of 2 years, two for terms of 3 years, and two for terms of 4 years. Thereafter, all appointments shall be made for terms of 4 years.

#### ARTICLE VII – PARLIMENTARY PROCEDURE

Agenda. The agenda of every regular meeting shall be as follows:

- (a) Call to Order.
- (b) Compliance Statement with Open Public Meetings Act.
- (c) Roll Call.
- (d) Approval of Minutes of Previous Meeting.
- (e) Correspondence.
- (f) Old Business.
- (g) New Business.
- (h) Public Questions from Floor.
- (i) Adjournment.

Conduct of Meetings. All meetings shall be conducted in accordance with Robert's Rules of Order, Revised.

- 7.3 Voting. When a quorum is present, a majority of the votes cast shall be sufficient for the adoption of any motion except for these matters

which require a greater vote:

- (a) Matters which statutorily require a greater vote.
- (b) Decisions involving the expenditure of County monies on the purchase of development easements or on soil and water conservation projects. The Board shall recommend such expenditures to the Board of Chosen Freeholders only upon the approval of at least five voting members.
- (c) Creation of farmland preservation programs, as defined in the New Jersey Agriculture Retention and Development Act. The creation of such programs shall require the approval of at least five voting members.

#### ARTICLE VIII – APPLICATIONS AND APPEALS

(Reserved)

#### ARTICLE IX – PROCEDURES ON HEARINGS

- 9.1 At the time of the hearing, the applicant or appellant may appear in his own behalf or be represented by his counsel, unless it is a corporation, in which case, it must be represented by an attorney.
- 9.2 All witnesses shall testify under oath.
- 9.3 The applicant or appellant, or his representative, may make an initial statement outlining the nature of his request prior to introducing evidence.
- 9.4 Evidence shall be presented in the following order:
  - (a) Chairman may give restatement of case if applicant's or appellant's, or his representative's, initial statement needs clarification.
  - (b) Applicant or appellant presents evidence.
  - (c) Objectors cross-examine applicant's or appellant's witnesses.
  - (d) Board examines applicant's or appellant's witnesses.
  - (e) Objectors present evidence.
  - (f) Applicant or appellant cross-examines objector's witnesses.
  - (g) Board examines objector's witnesses.
  - (h) Rebuttal by objectors.
  - (i) Rebuttal by applicant.
  - (j) Evidence by Board, if any.
- 9.5 The Board shall not be bound by the strict rules of evidence, but it may exclude irrelevant, immaterial, incompetent, or unduly argumentative or repetitious testimony or evidence.
- 9.6 An applicant, appellant or objector, or his agent or attorney may submit a list of the persons favoring or opposing the application or appeal. Such list will be accepted as an exhibit if it contains nothing more than a brief statement of the position of the persons favoring or opposing the appeal or application, together with the signatures and addresses of the persons subscribing to such statement.

ARTICLE X – AMENDMENT OR SUSPENSION OF BY-LAWS

- 10.1 Amendment. The By-Laws may be amended upon the affirmative vote of at least five voting members. Proposed amendments to the By-Laws must be presented in writing at a regular or special meeting preceding the meeting at which the vote is taken.
- 10.2 Suspension. These By-Laws shall be subject to suspension only upon the affirmative vote of at least five voting members.

ARTICLE XI – FINANCES

- 11.1 The Board shall expend only such funds as are appropriated by the Board of Chosen Freeholders or as may be donated to it from other sources, but any expenditure for the acquisition of or interest in land shall be first approved by the Board of Chosen Freeholders. Within the limit of funds available to it, the Board may employ staff and contract for professional and consulting services.

Certification

I hereby certify the above to be a true copy  
Of the By-Laws adopted by the Gloucester  
County Agriculture Development Board at a  
Meeting held July 8, 2004

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Russel Marino, Chairman

**RESOLUTION AUTHORIZING THE EXECUTION OF SHARED SERVICES AGREEMENTS MADE BY AND AMONG THE COUNTY OF GLOUCESTER, THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY AND VARIOUS MUNICIPALITIES IN CONNECTION WITH THE OPERATION, MAINTENANCE AND USE OF DEICER STORAGE FACILITIES**

**WHEREAS**, the New Jersey Department of Environmental Protection (“NJDEP”) has adopted regulations that, among other things, require local governmental units, including Gloucester County (“County”) and all municipalities located within the County, to adopt and implement stormwater management programs and to effect the implementation of said programs by the construction of various improvements and the undertaking of other initiatives (“NJDEP Program Requirements”); and

**WHEREAS**, in the spirit of intergovernmental cooperation and in continuation of the County’s demonstrated commitment to providing innovative regional government, the County has agreed to partner with the municipalities located within the County to implement certain of the NJDEP Program Requirements; and

**WHEREAS**, the County has undertaken a capital improvement program in order to construct a number of the infrastructure elements of the County Storm Water Management Program, including, but not limited to, deicing material storage facilities; and

**WHEREAS**, the Gloucester County Improvement Authority (“the Authority”) has constructed storage facilities in certain municipalities for the purpose of storing and dispensing deicing materials; and

**WHEREAS**, the parties now wish to enter into Shared Services Agreements providing for the operation, maintenance and use of the deicing storage facility and the deicing materials to be stored there; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., specifically authorizes governmental entities to enter into Shared Services Agreements.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to the Shared Services Agreements made by and among the County of Gloucester, the Gloucester County Improvement Authority, and the various municipalities participating in the operation, maintenance and use of deicer storage facilities and deicer materials; 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.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 17, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

A-9

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**SHARED SERVICES AGREEMENT**

**by and among**

**HOST MUNICIPALITIES**

**GLOUCESTER COUNTY IMPROVEMENT AUTHORITY,**

**COUNTY OF GLOUCESTER, NEW JERSEY,**

**FOR THE OPERATION, MAINTENANCE AND USE OF A  
DEICER STORAGE FACILITY AND DEICER MATERIAL**

**Dated: December 1, 2014**

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Prepared by: Matthew P. Lyons,  
County Counsel

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## SHARED SERVICES AGREEMENT

**THIS SHARED SERVICES AGREEMENT**, ("Shared Services Agreement"), dated this 1<sup>st</sup> day of December, 2014, is made by and among the Host Municipality, Gloucester County Improvement Authority, and County of Gloucester.

### RECITALS

1. The County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, NJ 08096;
2. The Gloucester County Improvement Authority ("Authority") is a body politic and corporate of the State of New Jersey with main offices located at 109 Budd Boulevard, Woodbury, New Jersey 08096;
3. The Host Municipality is a municipal corporation of the State of New Jersey with offices located at \_\_\_\_\_;
4. The New Jersey Department of Environmental Protection ("NJDEP") has adopted regulations that, among other things, require local governmental units, including Gloucester County ("County") and all municipalities located within the County, to adopt and implement stormwater management programs and to effect the implementation of said programs by the construction of various improvements and the undertaking of other initiatives ("NJDEP Program Requirements"); and
5. In the spirit of intergovernmental cooperation and in continuation of the County's demonstrated commitment to providing innovative regional government, the County has agreed to partner with the municipalities located within the County to implement certain of the NJDEP Program Requirements; and
6. The County has undertaken a capital improvement program in order to construct a number of the infrastructure elements of the County Storm Water Management Program, including, but not limited to, deicing material storage facilities; and
7. The parties now wish to enter into a Shared Services Agreement providing for the operation, maintenance and use of the deicing storage facility and the deicing materials to be stored there; and
8. The Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., specifically authorizes governmental entities to enter into Shared Services Agreements.

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

## AGREEMENT

### A. DESCRIPTION OF THE PROJECT.

The Project, for purposes of this Agreement, shall be considered the operation, maintenance and use of the deicing storage facility and the deicing materials to be stored there, which facility was previously constructed by the Authority. The facility is located on property owned by Host Municipality located at \_\_\_\_\_.

### B. DESCRIPTION OF SERVICES.

#### 1. Representations by Host Municipality:

- a. Maintain, operate, and staff the deicer facility, Machinery & Equipment (M&E), and loader;
- b. Communicate inventory status and readiness of facility and equipment to County;
- c. Unload deicer deliveries; load User trucks and equipment during storm events;
- d. Maintain adequate risk and GL insurance on facility, equipment and loader.

#### 2. Representations by the Authority:

- a. The Authority constructed, owns structure, brine mixers, M&E and loader;
- b. The Authority is responsible for loader major repairs and replacement;
- c. The Authority is responsible for major repairs of structure and associated M&E.

#### 3. Representations by the County:

- a. The County will order deicer; pay deicer vendors and maintain inventory control;
- b. Exercise oversight over Host Municipalities operation and maintenance of deicer storage facilities, M&E and loaders;
- c. If necessitated due to the failure of Host Municipality to perform, supply manpower necessary to operate facility and/or loader, and back charge Host Municipality to fully recover labor cost.

**C. PROJECT COSTS.**

1. The cost of the Project shall be equal to the value of the individual services provided by each of the servicing entities. The monetary value cannot be determined at this time because of the uncertain nature of the level of services which may be needed, given the requirements related to weather events.
2. Reimbursement of County:
  - a. The County will collect data on User deicer taken from Host Municipalities' storage and invoice Host and User Entities for deicer used by each User and Host Municipalities;
  - b. Commencing December 1<sup>st</sup>, County will invoice all Users and Host Municipality by the 20<sup>th</sup> day of each month. Payment is due to County by the end of the following month;
  - c. The May 1<sup>st</sup> invoice will include Host Municipality documented labor and Other Expense Costs after review and approval by the County. Payment is due by the end of the month;
  - d. Late payments will be subject to a 6% interest penalty. All amounts delinquent more than 60 days will be subject to an 18% interest penalty.

**D. DURATION OF AGREEMENT.**

This Agreement shall become effective immediately upon authorization, execution and delivery by all parties.

This Agreement shall be effective for the period commencing upon the effective date of this Agreement and continuing for a period of 10 years.

**E. LIMITATION OF DELEGATION.**

To the extent that this Agreement constitutes a delegation of authority by any one entity to another, this Agreement shall not be construed to delegate any authority other than the authority necessary to perform the services described in this Shared Services Agreement.

None of the parties 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.

**F. INDEMNIFICATION.**

- (a) During the Term of this Shared Services Agreement, each entity shall indemnify and shall hold each other entity, the members of its governing body and its officers, agents and employees harmless against, and each indemnifying entity 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 indemnified entity, the members of its governing body 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, work performed, obligation undertaken or not performed in connection with the Project.

- (b) The indemnifying entity at its own cost and expense, shall defend any and all such claims, suits and actions which may be brought or asserted against any indemnified entity, the members of its governing body 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 any 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) Each entity agrees as follows:
  - (i) Each entity shall give each other entity prompt written notice of the filing of each such claim and the institution of each such suit or action;
  - (ii) No entity shall, without the prior written consent of each other entity, adjust, settle or compromise any such claim, suit or action with respect to the Project.

#### **G. COMPLIANCE WITH LAWS AND REGULATIONS.**

Each entity agrees that it will 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.

#### **H. INSURANCE.**

At all times during the term of this Shared Services Agreement, each entity shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the Project as shall be determined to be reasonably required. Each entity shall be obligated to pay for the cost of all such insurance, except that Host Municipality shall be reimbursed for certain costs of insurance as described above in this Agreement.

#### **I. EVENTS OF DEFAULT.**

Any one of the following shall constitute an event of default by any defaulting entity:

1. continued breach by any such entity of any representation, warranty or covenant contained in this Shared Services Agreement within thirty (30) days after written notice of such breach has been sent by any other entity to the defaulting entity or,

if such breach is of a type that cannot be cured within thirty (30) days, the failure of the defaulting entity within such thirty (30) day period to commence and diligently pursue such performance to completion;

2. failure by any defaulting entity to perform any other term or condition of this Shared Services Agreement within thirty (30) days after written notice of such failure has been sent by any other entity or, if such failure is of a type that cannot be cured within thirty (30) days, the failure of the defaulting entity within such thirty (30) day period to commence and diligently pursue such performance to completion; or
3. the filing of a petition by the defaulting entity in bankruptcy or the filing of a petition in bankruptcy against defaulting entity which is not dismissed within sixty (60) days after such filing, or if defaulting entity is adjudged to be bankrupt or determined to be insolvent or if defaulting entity seeks reorganization or liquidation under any federal or State bankruptcy law, or if defaulting entity makes an assignment for the benefit of its creditors.

**J. REMEDIES.**

Whenever any Event of Default as described in paragraph I., above hereof shall have occurred and shall be continuing, and provided that prior written notice of the Default has been given to the Defaulting Party by the Non-Defaulting Party and the Default has not been cured, the Non-Defaulting Party may take whatever action may appear necessary or desirable to enforce the performance and observance of any obligation, agreement or covenant of the Defaulting Party under the terms of this Shared Services Agreement.

**K. NO REMEDY EXCLUSIVE.**

No remedy which is conferred upon or which is reserved to the parties herein is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy which is provided under the terms of this Shared Services Agreement or which is now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

- L. 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.

- M. 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 Borough or County, in his or her

individual capacity, and neither the officers, agents or employees of the Borough 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.

**N. MISCELLANEOUS.**

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon each other entity 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.** All entities 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 applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.

O. **EFFECTIVE DATE.** This Agreement shall be effective as of 1<sup>st</sup> day of December, 2014, which date shall be considered the commencement date of this Agreement.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**GLOUCESTER COUNTY IMPROVEMENT  
AUTHORITY**

\_\_\_\_\_  
**PAUL W. LENKOWSKI, SECRETARY/  
TREASURER**

\_\_\_\_\_  
**CHARLES FENTRESS, CHAIRMAN**

**ATTEST:**

**HOST MUNICIPALITY**

A-9

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**SHARED SERVICES AGREEMENT**

by and among

**MUNICIPALITIES/ENTITIES**

**GLOUCESTER COUNTY IMPROVEMENT AUTHORITY,**

**COUNTY OF GLOUCESTER, NEW JERSEY,**

**FOR THE OPERATION, MAINTENANCE AND USE OF A  
DEICER STORAGE FACILITY AND DEICER MATERIAL**

**Dated: December 1, 2014**

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Prepared by: Matthew P. Lyons,  
County Counsel

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## SHARED SERVICES AGREEMENT

**THIS SHARED SERVICES AGREEMENT**, (“Shared Services Agreement”), dated this 1<sup>st</sup> day of December, 2014, is made by and among Municipalities/Entities, the Gloucester County Improvement Authority, and the County of Gloucester.

### RECITALS

1. The County of Gloucester (“County”) is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, NJ 08096; and
2. The Gloucester County Improvement Authority (“Authority”) is a body politic and corporate of the State of New Jersey with main offices located at 109 Budd Boulevard, Woodbury, New Jersey 08096; and
3. User Municipality (“User Municipality”) is a municipal corporation of the State of New Jersey with offices located at \_\_\_\_\_; and
4. The New Jersey Department of Environmental Protection (“NJDEP”) has adopted regulations that, among other things, require local governmental units, including Gloucester County (“County”) and all municipalities located within the County, to adopt and implement stormwater management programs and to effect the implementation of said programs by the construction of various improvements and the undertaking of other initiatives (“NJDEP Program Requirements”); and
5. In the spirit of intergovernmental cooperation and in continuation of the County's demonstrated commitment to providing innovative regional government, the County has agreed to partner with the municipalities located within the County to implement certain of the NJDEP Program Requirements; and
6. The County has undertaken a capital improvement program in order to construct a number of the infrastructure elements of the County Storm Water Management Program, including, but not limited to, deicing material storage facilities; and
7. The Authority has constructed on land owned by Host Municipality a storage facility to store deicing materials; and
8. The parties now wish to enter into a Shared Services Agreement providing for the operation, maintenance and use of the deicing storage facility and the deicing materials to be stored there; and
9. The Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., specifically authorizes governmental entities to enter into Shared Services Agreements.

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

AGREEMENT

**A. DESCRIPTION OF THE PROJECT.**

The Project, for purposes of this Agreement, shall be considered the operation, maintenance and use of the deicing storage facility and the deicing materials to be stored there, which facility was previously constructed by the Authority.

**B. DESCRIPTION OF SERVICES.**

1. Representations by User Municipalities/Entities:
  - a. Adhere to rules regarding use of facility.
  - b. Reimburse County in a timely manner.
2. Representations by the Authority:
  - a. The Authority constructed, owns structure, brine mixers, M&E and loader;
  - b. The Authority is responsible for loader major repairs and replacement;
  - c. The Authority is responsible for major repairs of structure and associated M&E.
3. Representations by the County:
  - a. The County will order deicer; pay deicer vendors and maintain inventory control;
  - b. Exercise oversight over Host Municipalities operation and maintenance of deicer storage facilities, M&E and loaders;
  - d. If necessitated due to the failure of Host Municipality to perform, supply manpower necessary to operate facility and/or loader.

**C. PROJECT COSTS.**

1. The cost of the Project shall be equal to the value of the individual services provided by each of the servicing entities. The monetary value cannot be determined at this time because of the uncertain nature of the level of services which may be needed, given the requirements related to weather events.

2. Reimbursement of County:

- a. The County will collect data on User deicer taken from Host Municipalities' storage and invoice Host and User Entities for deicer used by each User and Host Municipalities;
- b. Commencing December 1<sup>st</sup>, County will invoice all Users and Host Municipality by the 20<sup>th</sup> day of each month. Payment is due to County by the end of the following month;
- c. The May 1<sup>st</sup> invoice will include Host Municipality documented labor and Other Expense Costs after review and approval by the County. Payment is due by the end of the month;
- d. Late payments will be subject to a 6% interest penalty. All amounts delinquent more than 60 days will be subject to an 18% interest penalty.

**D. DURATION OF AGREEMENT.**

This Agreement shall become effective immediately upon authorization, execution and delivery by all parties.

This Agreement shall be effective for the period commencing upon the effective date of this Agreement and continuing for a period of 10 years.

**E. LIMITATION OF DELEGATION.**

To the extent that this Agreement constitutes a delegation of authority by any one entity to another, this Agreement shall not be construed to delegate any authority other than the authority necessary to perform the services described in this Shared Services Agreement.

None of the parties 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.

**F. INDEMNIFICATION.**

- (a) During the Term of this Shared Services Agreement, each entity shall indemnify and shall hold each other entity, the members of its governing body and its officers, agents and employees harmless against, and each indemnifying entity 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 indemnified entity, the members of its governing body 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, work performed, obligation undertaken or not performed in connection with the Project.

- (b) The indemnifying entity at its own cost and expense, shall defend any and all such claims, suits and actions which may be brought or asserted against any indemnified entity, the members of its governing body 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 any 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) Each entity agrees as follows:
  - (i) Each entity shall give each other entity prompt written notice of the filing of each such claim and the institution of each such suit or action;
  - (ii) No entity shall, without the prior written consent of each other entity, adjust, settle or compromise any such claim, suit or action with respect to the Project.

**G. COMPLIANCE WITH LAWS AND REGULATIONS.**

Each entity agrees that it will 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.

**H. INSURANCE.**

At all times during the term of this Shared Services Agreement, each entity shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the Project as shall be determined to be reasonably required. Each entity shall be obligated to pay for the cost of all such insurance, except that Host Municipality shall be reimbursed for certain costs of insurance as described above in this Agreement.

**I. EVENTS OF DEFAULT.**

Any one of the following shall constitute an event of default by any defaulting entity:

1. continued breach by any such entity of any representation, warranty or covenant contained in this Shared Services Agreement within thirty (30) days after written notice of such breach has been sent by any other entity to the defaulting entity or, if such breach is of a type that cannot be cured within thirty (30) days, the failure of the defaulting entity within such thirty (30) day period to commence and diligently pursue such performance to completion;
2. failure by any defaulting entity to perform any other term or condition of this Shared Services Agreement within thirty (30) days after written notice of such failure has been sent by any other entity or, if such failure is of a type that cannot

be cured within thirty (30) days, the failure of the defaulting entity within such thirty (30) day period to commence and diligently pursue such performance to completion; or

3. the filing of a petition by the defaulting entity in bankruptcy or the filing of a petition in bankruptcy against defaulting entity which is not dismissed within sixty (60) days after such filing, or if defaulting entity is adjudged to be bankrupt or determined to be insolvent or if defaulting entity seeks reorganization or liquidation under any federal or State bankruptcy law, or if defaulting entity makes an assignment for the benefit of its creditors.

**J. REMEDIES.**

Whenever any Event of Default as described in paragraph I., above hereof shall have occurred and shall be continuing, and provided that prior written notice of the Default has been given to the Defaulting Party by the Non-Defaulting Party and the Default has not been cured, the Non-Defaulting Party may take whatever action may appear necessary or desirable to enforce the performance and observance of any obligation, agreement or covenant of the Defaulting Party under the terms of this Shared Services Agreement.

**K. NO REMEDY EXCLUSIVE.**

No remedy which is conferred upon or which is reserved to the parties herein is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy which is provided under the terms of this Shared Services Agreement or which is now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

- L. 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.

- M. 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 Borough or County, in his or her individual capacity, and neither the officers, agents or employees of the Borough 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.

N. MISCELLANEOUS.

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon each other entity 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.** All entities 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 applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.

O. **EFFECTIVE DATE.** This Agreement shall be effective as of the 1<sup>st</sup> day of December, 2014, which date shall be considered the commencement date of this Agreement.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**GLOUCESTER COUNTY IMPROVEMENT  
AUTHORITY**

\_\_\_\_\_  
**PAUL W. LENKOWSKI, SECRETARY/  
TREASURER**

\_\_\_\_\_  
**CHARLES FENTRESS, CHAIRMAN**

**ATTEST:**

**USER MUNICIPALITY/ENTITY**

\_\_\_\_\_

\_\_\_\_\_

B-1

**RESOLUTION AUTHORIZING AN EASEMENT AND USE AGREEMENT BETWEEN THE COUNTY AND MANTUA TOWNSHIP MUNICIPAL UTILITIES AUTHORITY TO PERMIT THE COUNTY TO INSTALL AND USE RADIO EQUIPMENT AND RELATED NECESSARY EQUIPMENT AT THE WATER TOWER SITE AT 653 MAIN STREET, MANTUA, NEW JERSEY 08051, BLOCK 153, LOT 3**

**WHEREAS**, the County of Gloucester has a need for the installation of radio equipment and related necessary equipment at Mantua Township Municipal Utilities Authority water tower site located at 653 Main Street, Mantua, New Jersey 08051, Block 153, Lot 3; and

**WHEREAS**, the County of Gloucester will be installing radio equipment, shelter, and a 50 K W generator at said location; and

**WHEREAS**, in order to formalize the above installation and services the County of Gloucester and the Mantua Township Municipal Utilities Authority shall enter into an Easement and Use Agreement; and

**WHEREAS**, the execution of this Easement and Use 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 an Easement and Use Agreement to promote the installation of radio equipment and related necessary equipment at Mantua Township Municipal Utilities Authority water tower site located at 653 Main Street, Mantua, New Jersey 08051, Block 153, Lot 3..

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 17, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

RECEIVED  
NOV 10 2014

B-1

**EASEMENT AND USE AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND THE MANTUA TOWNSHIP MUNICIPAL UTILITIES AUTHORITY TO PERMIT THE COUNTY OF GLOUCESTER TO INSTALL AND USE RADIO EQUIPMENT AND RELATED NECESSARY EQUIPMENT AT THE WATER TOWER SITE AT 653 MAIN STREET, MANTUA, NEW JERSEY 08051, BLOCK 153, LOT 3**

**WHEREAS**, the County of Gloucester has a need for the installation of radio equipment and related necessary equipment at Mantua Township Municipal Utilities Authority water tower site located at 653 Main Street, Mantua, New Jersey 08051, Block 153, Lot 3; and

**WHEREAS**, the County of Gloucester will be installing radio equipment, shelter, and a 50 KW generator at said location; and

**WHEREAS**, in order to formalize the above installation and services the County of Gloucester and the Mantua Township Municipal Utilities Authority shall enter into an Easement and Use Agreement; and

**WHEREAS**, the execution of this Easement and Use 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 AGREED** by the Board of Chosen Freeholders of the County of Gloucester as follows:

1. The Mantua Township Municipal Utilities Authority is the owner of a certain parcel of land known as 653 Main Street, Mantua, New Jersey 08051, Block 153, Lot 3.
2. The Mantua Township Municipal Utilities Authority has agreed to authorize an Easement and Use Agreement between the County of Gloucester and the Mantua Township Municipal Utilities Authority to install and use radio equipment and related necessary equipment at Mantua Township Municipal Utilities Authority water tower site located at 653 Main Street, Mantua, New Jersey 08051, Block 153, Lot 3.
3. *Use of Access Area* – The County of Gloucester shall have ingress and egress rights granted by the Mantua Township Municipal Utilities Authority and the Mantua Township Municipal Utilities Authority hereby grants exclusive and unlimited access to the County of Gloucester and its' respective employees, contractors, necessary for the installation, maintenance, and use of the radio equipment and related necessary equipment.
4. *Utility Easement* – The Mantua Township Municipal Utilities Authority hereby grants and conveys to Gloucester County a non-exclusive right and easement to install, maintain, repair, replace, use and public safety communications antennas and related equipment and tie in any necessary utility lines to make the communication

equipment viable at the water tower site located at 653 Main Street, Mantua, New Jersey 08051, Block 153, Lot 3.

5. The County of Gloucester shall maintain, repair and replace the radio equipment and any necessary equipment used by the County of Gloucester and ownership shall remain in Gloucester County.
6. **Insurance** – The Mantua Township Municipal Utilities Authority shall maintain insurance for liability, in the minimum amount of \$1 million dollars for the telecommunications tower site and the County of Gloucester shall maintain for liability, in the minimum amount of \$1 million dollars for its antenna and equipment. This agreement shall not be intended to create any agency relationship and each party shall be responsible for its own insurance coverage for its respective equipment.
7. **Workers Compensation Insurance** – Any employees working for the County of Gloucester and/or contractors and vendors hired by the County of Gloucester shall be responsible for the insurance coverage and/or Workers Compensation Insurance by any employee. Likewise, the Mantua Township Municipal Utilities Authority should be responsible for any vendors, contractors and Workers Compensation Insurance for any of its employees that work at the Mantua Township Municipal Utilities Authority and at the water tower.
8. **Compliance** – The County of Gloucester and the Mantua Township Municipal Utilities Authority hereby warrant to each other that they have complied with any Federal, State, and Local Laws and Regulations including permits or other local authorizations or approvals as are required for telecommunications equipment.
9. This agreement shall remain in effect and shall run with the land as long as the Mantua Township Municipal Utilities Authority maintains the tower site and the County of Gloucester is in need of public safety communication, antenna related equipment. In the event that the acceptable antenna practice or use of telecommunications antennas and related equipment becomes obsolete, a new agreement shall be drawn between the parties if necessary.
10. This agreement shall be construed as not only an Easement Agreement for access to the site but also as a Use Agreement for the County of Gloucester to have the antennas on the site tower and related telecommunications equipment.

11. This agreement shall be construed and shall be interrupted under New Jersey Law.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

MANTUA TOWNSHIP MUNICIPAL  
UTILITIES AUTHORITY

*T. P. Dilella*

*Robert M. Damminger*

C-1

**RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #02 DECREASE  
WITH ZONE STRIPING, INC. BY \$200,979.23**

**WHEREAS**, the County of Gloucester (hereinafter the "County") previously received public bids for the construction of the County's roadway improvement project known as "Gloucester County Roadway Safety Project Various Municipalities Throughout Gloucester County", Federal Project No STP-COOS(339), Engineering Project #12-04FA (hereinafter the "Project"); and

**WHEREAS**, a contract for the construction of the Project was previously awarded to Zone Striping, Inc. (Contractor), with an office address of 501 New Jersey Avenue, P.O. Box 568, Glassboro, NJ 08028, 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 \$539,333.77 passed by Resolution on March 27, 2013; and

**WHEREAS**, the Contract was previously revised by the County by Resolution on February 19, 2014 through Change Order #01-Increase in the amount of \$250.00; and

**WHEREAS**, Vincent M. Voltaggio, P.E., County Engineer, has recommended Change Order #02-Decrease, which will decrease the total amount of the Contract with Zone Striping, Inc. by \$200,979.23, resulting in a new total contract amount of \$338,604.54; and

**WHEREAS**, the said change order is based upon necessitated by increases and decreases based upon actual 'as-built' quantities and projected to be used to satisfactorily complete the project. The overall change order results in a project cost decrease, resulting in a new total contract amount of \$338,604.54; and

**WHEREAS**, the Project is a 100% Federally 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 #02-Decrease to decrease the County's Contract with Zone Striping, Inc. for the Project in the amount of \$200,979.23, resulting in a new total adjusted contract amount of \$338,604.54, be, and the same hereby is, approved; and
2. The Freeholder Director is hereby authorized and directed to execute and the Clerk of the Board is authorized and directed to attest the said Change Order for the aforementioned purposes on behalf of the County.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 17, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

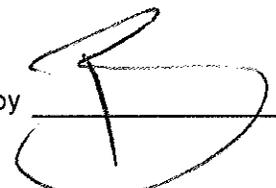
**ROBERT N. DILELLA, CLERK**

C-1

**COUNTY OF GLOUCESTER  
CHANGE ORDER FORM**

- 1. Name & Address of Vendor: Zone Striping Inc. PO Box 568 Glassboro, NJ 08028
- 2. Description of Project or Contract: Gloucester County Roadway Safety Improvements in Various Municipalities in the County of Gloucester.
- 3. Date of Original Contract: 3/27/13
- 4. P.O. Number: 13-02210
- 5. Amount of Original Contract: \$539,333.77
- 6. Amount of Previously Authorized Change Order \$250.00
- 7. Amount of this Change Order No. 1: -\$200,979.23
- 8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) ✓ \$338,604.54
- 9. Need or Purpose of this Change Order: Final contract quantities. This project is 100% Federally Funded.

This change order requested by  on 12-1-14  
 (Department Head) (Date)

Accepted by  on 11-21-2014  
 (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 1 of 2  
Order No: 2 Final  
Order Letter: \_\_\_\_\_  
Date: 11/17/14

Project: Gloucester County Roadway Safety Project in various Municipalities  
Federal Project No: STP-COOS(339) Doc. No. \_\_\_\_\_  
Contractor: Zone Striping, Inc.

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

Location of the proposed order: Various Locations

Nature and reason for order: Final Quantities

Extension  Reduction of time recommended for this order: \_\_\_\_\_

CONTRACT AMOUNT	ROAD	BRIDGE	TOTAL
Amount of original contract:	<u>\$539,333.77</u>		<u>\$539,333.77</u>
Adjusted amount based on orders No 1 & No. 2 :	<u>\$338,604.54</u>		<u>\$338,604.54</u>

CONTRACT TIME
Original Completion Date: _____
Adjustment This Order: (+ or -) _____
Previous Adjustments: (+ or -) _____
Adjusted Completion Date: _____

ORDER NO.	<input checked="" type="checkbox"/> Road	Bridge	<input type="checkbox"/> Other
<u>2 Final</u>			
	Road	Bridge	Total
Extra Work:	\$0.00	\$0.00	\$0.00
Increases:	\$0.00	\$0.00	\$0.00
Decreases:	-\$200,979.23	\$0.00	-\$200,979.23
Total:	-\$200,979.23	\$0.00	-\$200,979.23

RESERVED FOR FHWA OR  
F.T.A.

Recommended:   
\_\_\_\_\_  
Vincent M. Voltaggio, P.E.  
Gloucester County Engineer

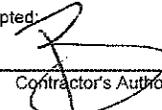
11-17-14  
Date

Approved: \_\_\_\_\_  
Robert M. Damming  
Freeholder Director

\_\_\_\_\_  
Date

Approved for Funding Participation Purposes: \_\_\_\_\_  
Manager, District #4, Local Aid Date

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

Accepted:   
\_\_\_\_\_  
Contractor's Authorized Signature

11-21-2014  
Date

Name: PAUL R MITCHELL JR  
Title: PRESIDENT

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

Unprotected  
 Protested by letter dated \_\_\_\_\_ attached.



C-2

**RESOLUTION AUTHORIZING FEDERAL AID AGREEMENT #14-DT-BLA-695 WITH  
THE NJ DEPARTMENT OF TRANSPORTATION FOR RESURFACING AND SAFETY  
IMPROVEMENTS ALONG ROUTE 45 IN THE TOWNSHIP OF HARRISON IN AN  
AMOUNT NOT TO EXCEED \$692,990.00**

**WHEREAS**, Gloucester County (hereinafter the "County") seeks to enter into a Federal Aid Agreement with the New Jersey Department of Transportation (hereinafter the "NJDOT") for the 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 per Federal Project #STP-0011(055), Gloucester County Engineering Project #14-09FA (hereinafter the "Agreement"); and

**WHEREAS**, the said Agreement is referred to as Federal Aid Agreement #14-DT-BLA-695 and provides a cost reimbursement arrangement with the NJDOT in an amount not to exceed \$692,990.00; and

**WHEREAS**, the project will consist of milling and resurfacing North Main Street, Route 45 in the Township of Harrison.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Federal Aid Agreement referred to hereinabove with the NJDOT is hereby authorized and approved for the Project in an amount not to exceed \$692,990.00; and

**BE IT FURTHER RESOLVED** that the Freeholder Director is hereby authorized to execute and the Clerk of the Board to attest to the Federal Aid Agreement # 14-DT-BLA-695 and any attachments or appendices thereto.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, December 17, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**



02

# State of New Jersey

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

CHRIS CHRISTIE  
Governor

JAMIE FOX  
Commissioner

KIM GUADAGNO  
Lt. Governor  
December 5, 2014

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

Re: **LETTER OF ADDITIONAL AUTHORIZATION & FEDERAL FUNDING AGREEMENT**  
2014-GC-Resurfacing & Safety Improvements to North Main Street Rt45/Rt322  
Location: Harrison House to Rt 45/Mullica Hill Road Signal  
Harrison Township, Gloucester County  
Federal Project No.: STP-0011(055)  
Federal Aid Agreement No. 14-DT-BLA-695  
NJDOT Job No. 6208307  
FAP-2014-Gloucester County-02235

Dear Mr. Voltaggio:

On 11/28/14 the FHWA authorized additional federal funds in the amount of \$47,990.00 that were requested by your Office to fund the construction engineering services contract with the quality selected consultant, Churchill Consulting Engrs. This additional funding makes the total authorized amount of \$692,990.00 available to the county. Execution of the attached federal aid Agreement No. 14-DT-BLA-695 is necessary to adjust the agreement cost ceiling amount to \$692,990.00 following the FHWA authorization of the additional funds.

#### Project Agreement

- Please resubmit the four (4) originals of the Agreement No. 14-DT-BLA-695 with signature, date, and accompanying resolution, so that the agreement can be executed by the Department.
- DO NOT enter the date on page 1.
- Signed copies of the agreement should be returned within 45 days of this letter.

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

Sincerely,

Salim T. Mikhael  
Manager  
District 4 Local Aid

Enclosures  
Ref#3182

"IMPROVING LIVES BY IMPROVING TRANSPORTATION"  
New Jersey Is An Equal Opportunity Employer • Printed on Recycled and Recyclable Paper

Agreement No. 14-DT-BLA-695

Contract ID:

Recipient's DUNS No.: 957362247

CFDA Name and Number: Catalog of Federal Domestic Assistance 20.205

Contact Name and Phone Number: David Cihocki; (856) 486-6757

**FEDERAL AID AGREEMENT**

Project: 2014-GC-Resurfacing & Safety Improvements to North Main Street Rt45/Rt322  
(Fed. Proj. No.: STP-0011(055)) FAP-2014-Gloucester County-02235

Municipality: Harrison Township

County: Gloucester

This Cost Reimbursement Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, by and between the Gloucester County, having its offices at Clayton Complex Offices of Government Services, 1200 N. Delsea Drive, Clayton, NJ 08312-1000 ("Recipient") and the State of New Jersey, Department of Transportation, Division of Local Aid and Economic Development, having its offices at 1035 Parkway Avenue, Trenton, NJ 08625 ("State");

WITNESSETH:

WHEREAS, Recipient proposes to be the sponsor of a Project eligible for funding pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Project may be included in the Metropolitan Planning Organization's Transportation Improvement Program and the State Transportation Improvement Program; and

WHEREAS, the State may award Recipient funds to finance the Project ("Project Fund"); and

WHEREAS, Recipient and the State desire to specify the conditions applicable to the financing of the costs of the Project out of the Project Fund and the obligations of Recipient and the State with respect to the Project; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and pursuant to all federal, state, and local laws and ordinances, Recipient and the State hereby agree as follows:

1. Description of Project – Scope of Work

A detailed Project description is included in the Project Scope of Work and Cost Estimate attached to this Agreement.

2. Agreement Contract Term

2.1. This Agreement shall be effective upon proper execution by the State and the Recipient and shall continue in effect until the project is completed and all vouchers have been paid subject to Section 7 below. Allowable costs incurred for the performance of work in the attached Scope of Work in this Cost Reimbursement Agreement shall be eligible for reimbursement from the effective date of 9/15/2014. All such work shall be completed by 12/31/2017, unless either terminated or extended by written authorization of the State.

2.2. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party in which case compensation shall be made for the costs of the work actually performed, subject to FHWA and or FTA concurrence. Costs incurred by the Recipient as a result of a termination by the State may be included in the Recipient's claim for compensation. Costs incurred by the State as a result of a termination by the Recipient may be set off against the Recipient's claim for compensation under the terms of this Agreement or any other Agreement between the State and Recipient until the costs have been fully repaid.

2.3 The Project shall not be sold, assigned or ownership transferred without the consent of the State and FHWA. In the event the Project is sold to a non-public entity for a non-public use or any use inconsistent with the terms of this Agreement, compensation according to termination of this Agreement by the Recipient shall be in effect.

3. Plans and Specifications

3.1 Recipient shall prepare, or have prepared, environmental documents, engineering documents, plans, specifications and estimates for the Project and shall submit them to the State for the State's review. A Professional Engineer licensed to practice in New Jersey must prepare the plans and specifications. The State shall review the engineering documents, plans and specifications for conformance to program requirements and design standards. All design work shall conform to the applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the current Manual on Uniform Traffic Control Devices (MUTCD), and the New Jersey Department of Transportation Bicycle Compatible Roadway and Bikeways Planning and Design Guideline. However, the design of traffic barriers and drainage systems shall conform to the New Jersey Department of Transportation Roadway Design Manual. All workmanship and materials shall conform to the current New Jersey Department of Transportation Standard Specification for Road and Bridge Construction as amended for Federal Aid. The Recipient shall notify the State in writing of any deviation from the standards. If there is a deviation from the standards, the Recipient shall accept any and all responsibility for any injury and damage by such deviation to any person or property and shall indemnify the State as outlined in the Agreement. If the design cannot conform to the minimum standards as set forth, a design exception will be required. The State shall notify Recipient when the project is acceptable for bidding.

3.2 Project limits cannot be exceeded, plans and specifications altered, construction change orders issued, or items added or deleted from Project without prior written approval of the State.

3.3 The Recipient shall designate a resident engineer who shall be empowered to represent the Recipient in connection with the administration of the Project, and shall be responsible for the monitoring and inspection of all work performed by its contractors.

4. Project Work

4.1 Recipient shall use its best efforts to complete or cause the completion of work on the Project ("Project Work") in accordance with the plans and specifications approved by the State.

4.2 Recipient covenants that Project Work will comply with all applicable laws and other requirements of federal, state and local governmental bodies. Recipient shall obtain all permits and licenses necessary to Project Work.

4.3 The Recipient shall not proceed with any Project work for which reimbursement shall be sought without the specific written authorization of the State. It is agreed that any and all project costs incurred by the Recipient prior to FHWA authorization of any Project phase shall be non-participating by the State and FHWA.

4.4 Recipient shall solicit bids for the work in accordance with all federal and state laws, rules and

regulations applicable to public bidding. Upon receipt of bids from responsible contractors, Recipient shall select the contractor submitting the lowest responsive bid and shall furnish the name of such contractor to the State for concurrence. Recipient agrees not to contract with any contractor to whom the State or the Federal Highway Administration ("FHWA") has made a reasonable and timely objection. Professional services should be competitively selected based upon qualifications.

4.5 Recipient agrees that the monies requisitioned from the Project Fund will be used only to reimburse actual Project costs and for no other purpose. Recipient agrees that it shall provide to the State and the FHWA such documentation as will enable the State and the FHWA to determine that the proceeds of the Project Fund have been applied solely to the costs of the Project.

4.6 Upon written request of the State, the Recipient shall cause its contractor to provide payment and performance bonds in an amount equal to 100% of the cost of the Project Work. A surety company satisfactory to the State and qualified to do business in the State of New Jersey shall execute such bonds. Copies of all bonds shall be delivered to the State upon request. Only those sureties listed in the US Treasury Department Circular 570 and authorized to do business in the State shall furnish the surety bonds.

4.7 When Recipient considers the Project to be finally complete, Recipient shall request that the State's representative make a final inspection of the Project. If it is determined, after such inspection, that the Project has been completed in accordance with the plans and specifications, Recipient shall prepare and submit to the State a certification that the final inspection has been made and the cost of the Project has actually been incurred in accordance with the provisions of the Agreement. Upon receipt, the State shall disburse an amount equal to the approved final payment. Upon payment of the amount approved for final payment, the State shall be released from any further responsibility in connection with the Project Fund and the Project. The New Jersey Department of Transportation, Division of Local Aid and Economic Development will monitor maintenance of completed Project by the Recipient. Failure to maintain Project will result in the withholding of funds payable to the Recipient on other State funded programs.

## 5. Insurance

5.1 Recipient shall maintain or cause to be maintained:

(a) General Comprehensive Liability Insurance in the minimum amount of \$1,000,000 combined single limit plus \$1,000,000 in an umbrella policy. This insurance shall specifically provide for coverage of the State as an additional insured and shall provide for coverage at least as broad as the standard, basic unamended commercial general liability policy and shall be endorsed to include broad form contractual liability coverage, independent contractor's coverage and completed operations coverage.

(b) Automobile Liability Insurance in the minimum amount of \$1,000,000.

(c) Workers Compensation Insurance in the amount required by law.

5.2 A copy of each insurance policy shall be made available to the State upon request.

5.3 The RECIPIENT shall cause to be maintained Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance sufficient to protect against liabilities arising out of professional obligations performed pursuant to the requirements of this Agreement. This insurance shall be in the minimum amount of \$1,000,000.00.

5.4 Recipient expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the obligations assumed by Recipient pursuant to this Agreement and shall not be construed to relieve Recipient of liability in excess of such coverage, nor shall it preclude the

State from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

6. Disbursement of Project Fund

6.1 (a) The State shall disburse monies from the Project Fund to Recipient in order to reimburse costs associated with Project Work in accordance with the terms and conditions of this Agreement. Only those costs specifically enumerated in the Project Scope of Work and Cost Estimate attached to this Agreement and outlined below will be eligible for reimbursement. Nothing contained herein shall impose upon the State any obligation to ensure the proper application of the monies paid to Recipient from the Project Fund. Furthermore, nothing contained herein shall impose any obligation upon the State to pay to Recipient any monies in excess of the Project Fund. The Recipient shall reimburse the Consultant/Contractor for allowable expenses after the receipt of properly prepared payment vouchers.

6.1 (b) The total cost of the project by the Recipient for completion of the Project Scope of Work in this Agreement shall not exceed \$692,990.00, with an approved budget as follows:

Federal Project #	Project Sponsor	Contract	Sponsor In-House	Total	Date Authorized	Date for Completion
STP-0011(055)	Gloucester County	\$692,990.00	\$ 0.00	\$692,990.00	9/15/2014	12/31/2017

6.2 (a) Recipient shall prepare and submit payment vouchers for payment for approval by the State. Payment vouchers may be submitted as frequently as every month at most but are required at least quarterly. The payment vouchers for payment shall state, with proper documentation, the amounts due Recipient for actual allowable costs incurred in connection with the Project. The Recipient shall maintain a complete set of time sheets, records and accounts to identify eligible salaries, fringe benefits, leave, and non-salary direct expenses incurred in support of the Project, as well as material records, certifications, and as-built quantities.

(b) Progress Reports will accompany all vouchers for payment and shall include:

- A narrative description of work performed during the calendar month and any difficulties or delays encountered;
- A comparison of actual accomplishments to the goals established for the period;
- A comparison, by tasks, of costs incurred with amounts budgeted, and;
- A comparison, by task, of work performed compared to the schedule, including a percentage of the total work completed. This requirement can be met by including a bar chart showing schedule timing and actual progress.
- Copies of federal contract compliance documents as completed for the voucher payment period by the resident engineer that is designated by the Recipient, a complete set of which shall be furnished by State staff at kickoff and or preconstruction meetings.

(c) The State shall review and verify such payment vouchers for payment and remunerate the Recipient for direct and indirect costs incurred up to a maximum Project approved budget \$692,990.00 stated in this Agreement for satisfactorily completing the Project.

(d) "Actual allowable costs" and "direct and indirect costs" will be determined by the STATE based on the federal regulations applicable to the RECIPIENT:

Cost principles for State & Local Governments – OMB Circular A-87  
Cost Principles for Nonprofit Organizations - OMB Circular A-122  
Commercial Entities - FAR Subpart 31.2

(e) The administrative requirements include:

Grants and Cooperative Agreements with State & Local Governments – OMB Circular A-102  
Uniform Administrative Requirements for Grants and Other Agreements with Institutions of  
Higher Education, Hospitals and Other Non-profit Organizations - OMB Circular A-110

- 6.3 (a) The State shall make partial payments to the Recipient toward the Fixed Price of each Project work assignment upon the receipt of properly drawn monthly or quarterly payment vouchers for a percentage of work completed on the Project during the period as shown on the accompanying progress report. Where there is a disagreement between the State and the Recipient concerning the percentage of work completed during any given period that dispute shall be resolved in accordance with Paragraph 20.3 of this Agreement.
- (b) The Sponsor may submit vouchers for reimbursement totaling up to 90% of the lesser of either the authorized amount or the amount eligible for State funding participation. The Sponsor shall submit a final payment voucher, along with any necessary close out documents, for reimbursement of the remaining 10%, following receipt of written final acceptance of the project by the Department of Transportation.
- 6.4 (a) All work performed by contractors and subcontractors on the Project shall be treated as being performed by the Recipient. The Recipient shall remain responsible for satisfactory performance of all work.
- (b) The Recipient will be paid a Fixed Price for the work of each contractor and consultant. The Fixed Price shall be considered full compensation for all costs incurred by the Recipient relative to the work performed by each contractor and consultant. Payment of the Fixed Price shall be made on monthly or quarterly payment vouchers submitted by the Recipient based upon the percentage of the contracted work completed as shown in the Recipient's monthly progress reports.
- (c) Recipient shall require its contractors and consultants to comply with the applicable cost principles set forth in Section 6.2 above and the requirements of Section 8 below by placing equivalent provisions in their contracts.

## 7. Audit Requirements

7.1 The Recipient shall provide the State with a fiscal year, organization-wide audit that has been conducted in accordance with the requirements of OMB Circular Letter A-133, Audits of States, Local Governments, and Non-Profit Organizations, and State Circular Letter 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid. If the Recipient is to contract with a commercial organization they must follow 48 CFR Part 31, Subpart 31.2, "Contracts with Commercial Organizations." The Recipient shall ensure that the State receives the audit within the prescribed submission period and that this Agreement is listed on the appropriate Schedule of Financial Assistance.

7.2 The State, and the FHWA, or their agents, shall be entitled to perform an audit at the following times:

- (a) At any time during the performance of work set forth in this Agreement.
- (b) During a period of up to three (3) years after either the date of payment of the

applicable Final Invoice or a date mutually agreed to by the parties.

7.3 This agreement may be funded in whole or in part with funding provided under the American Recovery and Reinvestment Act of 2009 (ARRA). The Recipient is responsible for complying with the applicable provisions of the ARRA which are incorporated herein by reference.

Section 902 of ARRA requires that the U.S. Comptroller General has the authority to:

1. Examine records of the Recipient or its subconsultant, or State or local government agency administering such contract that directly pertain to, and involve transactions relating to, the Contract or subcontract.
2. Interview officers or employees of the Recipient or its subconsultant, or of State or local government agency administering the Contract, regarding such transactions.

Nothing in this section is to be interpreted to limit or restrict the existing authority of the U.S. Comptroller General.

Section 1515(a) of the ARRA requires that the Inspector General has the authority to:

1. Examine records of the Recipient or its subconsultants
2. Interview the Recipient's or its subconsultants's employees or officers working on this Contract.

Nothing in this section is to be interpreted to limit or restrict the existing authority of the Inspector General.

7.4 The Recipient acknowledges that changes in payment due the Recipient resulting from audits performed by the State shall be made as follows:

- In the event of overpayment by the State, the Recipient shall refund the amount of such overpayment within thirty days of the request by the State. In the event the Recipient fails to comply with said request, the State is hereby authorized to deduct such overpayment from other monies due the Recipient under the terms of this Agreement or any other agreement between the State and the Recipient. Furthermore, the Recipient expressly understands and agrees that the provisions of this section shall in no way be construed to relieve the Recipient from any liability, or preclude the State from taking any other actions as are available to it under any other provisions of this Agreement or otherwise at law. The terms of this section shall survive the expiration or termination of the Agreement.
- In the event of underpayment by the State, the State shall pay sufficient funds to the Recipient to correct the underpayment as soon is practicable.

(a) The Recipient shall include in the Final Invoice the following release clause:

"In consideration of the requested payment of this Final Invoice, the (Recipient) hereby releases the State of New Jersey and the New Jersey Department of Transportation, their agents, officers and employees, from all claims and liabilities arising from work done or services performed under this Agreement"

(b) Payment to the Recipient for a Final Invoice does not waive either the right of the State to establish adjustments and to collect overpayments that are disclosed by audits performed subsequent to payment of the Final Invoice, or the right of the Recipient to underpayments based upon adjustments disclosed by said audits.

## 8. Inspections

Recipient shall permit the State and FHWA, or any authorized representative of either of them, free access to the Project with the right to examine, visit and inspect, at any reasonable time, all work completed or in progress,

labor performed and materials furnished in connection with the Project as well as Recipient's accounts, books and records, including its receipts, disbursements, contracts and any other matters relating thereto. Recipient shall supply such reports and information as the State or FHWA shall reasonably request. All accounts, books, records and other documents related to the Project shall be retained by Recipient for a period of three years after final payment is received from the State.

9. Indemnification

Recipient shall indemnify, defend, protect and hold harmless the State of New Jersey and its agents, servants and employees from and against any and all liability, fines, suits, claims, demands and actions, costs and reasonable expenses of any kind or nature or by anyone whomsoever, including, but not limited to, claims for personal injury, wrongful death, property damage and contractual liability due to or arising in any way out of the performance of any services, actions or operations in connection with the Project or any breach of this Agreement unless caused solely by the gross negligence or default of the State or its agents, servants or employees; provided, however, that the State shall give Recipient prompt notice thereof. If Recipient shall be required to defend in any action or proceeding pursuant to this Section 6 to which action or proceeding the State is made a party, the State shall be entitled to participate in the matter, at its election and sole cost; provided, however, that any such action by the State does not limit or make void any liability of Recipient in respect to the claim or matter in question.

10. Abandonment of Project

It is understood and agreed by and between the parties hereto that Recipient shall complete the Project to provide a safe and usable unit and shall not be entitled to abandon the Project. If the Recipient abandons the project during any phase (planning, design, construction, etc.) all funds expended by the State and the FHWA, will be reimbursed by the Recipient to said parties.

11. No Personal Liability

Notwithstanding anything to the contrary contained herein, the parties hereto specifically understand and agree that there shall be no personal liability imposed on the officers, employees or agents of Recipient or the State with respect to any of the covenants or conditions of this Agreement.

12. Equal Opportunity

12.1 Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the United States Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part, directly or indirectly, with proceeds from the Project Fund the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(a) The contractor or subcontractor, where applicable will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. 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 or sex. 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Equal Employment Opportunity Officer setting forth provisions of this non-discrimination clause;

(b) 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 or sex;

(c) The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Equal Employment Opportunity 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.

(d) The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(e) The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with applicable City employment goals prescribed by section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(f) The contractor or subcontractor agrees to inform in writing all recruitment agencies, 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 or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

(g) The contractor 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.

(h) The contractor or subcontractor 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 of sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal court decisions.

Provisions (d), (e), (f), (g), or (h) do not apply to subcontractors with four (4) or fewer employees or a contractor who has presented evidence of a federally approved or sanctioned Affirmative Action Program.

12.2 Recipient agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

12.3 Recipient also agrees:

(a) To assist and cooperate actively with the FHWA and the United States Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the United States Secretary of Labor.

(b) To furnish the FHWA and the United States Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the FHWA in the discharge of its primary responsibility for securing compliance.

(c) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts

pursuant to the Executive Order.

(d) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the FHWA or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

12.4 In addition, Recipient agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this Agreement in whole or in part;
- (b) Refrain from extending any further assistance to Recipient under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from Recipient; and
- (c) Initiate appropriate legal proceedings.

13. Nondiscrimination

Recipient hereby agrees that it will comply with Title VI of the 1964 Civil Rights Act (the "Act") and related statutes and implementing regulations to the end that no person shall on the grounds of race, color, national origin, handicap, age, sex, or religion be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Project covered by this Agreement and, further Recipient agrees that:

- (a) It will insert the nondiscrimination notice required by the Standard Department of Transportation Title VI Assurance (DOT Order 1050.2) in all solicitations for bids for work or material, and, in adapted form, in all proposals for negotiated agreements.
- (b) It will insert the clauses in Appendixes A, B or C of DOT Order 1050.2 as appropriate, in all contracts, deeds transferring real property, structures, or improvements thereon or interest therein (as a covenant running with the land) and in future deeds, leases, permits, licenses, and similar agreements, related to this Project, entered into by Recipient with other parties.
- (c) It will comply with, and cooperate with, FHWA in ensuring compliance with the terms of the standard Title VI Assurance, the act and related statutes, and implementing regulations.

14. Disadvantaged Business Enterprises

Recipient hereby agrees to the following statements and agrees that these statements shall be included in all subsequent agreements between Recipient and any contractor:

- (a) "Policy. It is the policy of the United States Department of Transportation that emerging small business enterprises (ESBE's), as they are defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. NJDOT's ESBE program runs concurrently with the Disadvantaged Business Enterprise (DBE) program for small and disadvantaged businesses on federally-funded projects. Consequently, all applicable requirements of 49 CFR Part 26 shall apply to this agreement.
- (b) Obligation. The contractor agrees to ensure that ESBE's, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with the applicable section of 49 CFR Part 26 to ensure that ESBE's have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, handicap, religion,

age, or sex, as provided in Federal and state law, in the award and performance of DOT-assisted contracts."

15. No Oral Modifications

(1) This agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(2) The Recipient shall request approval by the State of any task or line item budget revision deemed necessary to carry out the project in this Agreement. This request shall be submitted in writing by the Recipient to the State. If approved by the State and the applicable Federal funding agency, the State shall provide written authorization to Recipient to proceed with the revision.

16. Notices and Demands

16.1 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement must be in writing.

16.2 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement shall be deemed to have been properly given or served by depositing the same in the United States mail, postpaid and registered or certified, return receipt requested, or by Federal Express or similar service providing receipt against delivery, as follows:

If to the State:

Michael Russo  
Director  
Division of Local Aid and Economic Development  
State of New Jersey Department of Transportation  
1035 Parkway Avenue  
Trenton, New Jersey 08625

Or the designated District Office, Bureau of Local Aid, serving the area of the Recipient:

**District 1 –**  
Roxbury Corporate Center  
200 Stierli Court  
Mount Arlington, NJ 07856  
Phone: (973) 770-5070/5068  
Fax: (973) 770-5172  
Morris, Passaic,  
Sussex and Warren

**District 2 –**  
153 Halsey Street - 5th floor  
Newark, NJ 07102  
Phone: (973) 877-1500  
Fax: (973) 877-1556  
Bergen, Essex, Hudson,  
and Union

**District 3 –**  
PO Box 600  
Trenton, NJ 08625-0600  
Phone: (732) 625-4290  
Fax: (732) 625-4292  
Hunterdon, Mercer, Middlesex,  
Monmouth, Ocean and Somerset

**District 4 –**  
1 Executive Campus  
Route 70 West, 3rd Floor  
Cherry Hill, NJ 08002  
Phone: (856) 486-6618  
Fax (856) 486-6771  
Atlantic, Burlington, Camden, CapeMay,  
Cumberland, Gloucester, and Salem

Excepting Legal Notices  
Telephone: (856) 486-6618  
Fax: (856) 486-6771

If to Recipient:

Vince Voltaggio, P.E.  
(Engineer)  
Gloucester County  
Clayton Complex Offices of Government Services  
1200 N. Delsea Drive  
Clayton, NJ 08312-1000

17. Partial Invalidity

To the extent that the intent and underlying purpose of this Agreement are not compromised, the invalidity or unenforceability of any term, covenant, condition or provision of this Agreement, or its application to any persons, entities or circumstances shall not render invalid or unenforceable the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, and each term, covenant, condition and provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by applicable law.

18. Further Assurances

The parties agree to cooperate with each other and to execute and deliver such further documents and assurances as may be necessary to carry out the purpose of this Agreement.

19. Subject to FHWA Regulations

(1) Notwithstanding anything contained herein to the contrary, so long as the Project is being financed out of proceeds from the Project Fund, this Agreement and the obligations of the parties hereunder are subject to the rules and regulations promulgated by the FHWA.

(2) Section 319 of the FY 1990 Department of the Interior and Related Agencies Appropriations Act, Public Law 101-121, contains a prohibition on the use of appropriated funds for "influencing or attempting to influence" Federal officials in connection with grants, contracts or cooperative agreements. The new law became effective December 23, 1989 and contains two specific requirements that prospective FTD or FHWA contractors must be aware of and comply with prior to execution of this Agreement in order to remain eligible for Federal funds.

20. Entire Agreement; Counterparts; Disputes

20.1 This Agreement contains the entire agreement between the parties hereto and supersedes any and all prior understandings and agreements, oral or written, between the parties respecting the subject matter hereof.

20.2 This Agreement may be executed in two or more counterparts, each of which shall be deemed a duplicate original and all of which together shall constitute one and the same Agreement.

20.3 In the event a dispute arises concerning the meaning of any term used in this Agreement, or the work and services required to be performed under this Agreement, or as to compensation under this Agreement, the dispute shall be decided by the Commissioner of Transportation or his duly authorized representative.

21. APPENDIX A - Regulations of the Department of Transportation relative to nondiscrimination in federally assisted Projects of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21) attached hereto are made a part of this Agreement.

22. APPENDIX B - Certification of Restrictions on Lobbying is attached hereto and made part of this Agreement in accordance with 31 U.S.C. Sec. 1352 and 40 CFR Part 20. Each Recipient, Consultant and Contractor awarded a contract exceeding \$100,000 shall submit to the State a Disclosure of Lobbying Activity Form-LLL at the end of each calendar quarter in which a reportable event occurs. All completed forms shall be sent to:

New Jersey Department of Transportation  
Manager Professional Services  
Procurement Division  
1035 Parkway Avenue  
Trenton, New Jersey 08625

23. APPENDIX C - Certification of Recipient is attached hereto and made a part of this Agreement.
24. APPENDIX D - Certification of New Jersey Department of Transportation is attached hereto and made a part of this Agreement.
25. APPENDIX E - NJDOT Code of Ethics for Vendors is attached hereto and made a part of this Agreement.
26. APPENDIX F - Certification of Recipient Eligibility is attached hereto and made a part of this Agreement.
27. APPENDIX G - Americans with Disabilities Act is attached hereto and made part of this agreement.
28. APPENDIX H - State of New Jersey Equal Employment Opportunity for Contracts Funded by FHWA is attached hereto and made part of this agreement.
29. APPENDIX I - Project Scope of Work
30. APPENDIX J - Project Cost Estimate
31. Resolution

The Recipient shall supply the necessary resolution authorizing the Recipient to enter into this Agreement and this Agreement shall not become binding on either party until it is executed by the Commissioner of Transportation or the Commissioner's designee.

IN WITNESS WHEREOF, the parties have caused their duly authorized representative to duly execute this Agreement on and as of the day and year first above written.

Project: 2014-GC-Resurfacing & Safety Improvements to North Main Street Rt45/Rt322

Municipality: Harrison Township County: Gloucester

Fed. Proj. No.: STP-0011(055)

Agreement No.: 14-DT-BLA-695

ATTEST/WITNESSED/AFFIX SEAL:

RECIPIENT: Gloucester County

\_\_\_\_\_  
Robert M. DiLella, Date  
Clerk of the Board of Chosen Freeholders

By: \_\_\_\_\_ Date  
Robert M. Damminger,  
Freeholder Director

ATTEST/WITNESSED/AFFIX SEAL:

NEW JERSEY DEPARTMENT OF  
TRANSPORTATION

\_\_\_\_\_  
Jacqueline Trausi Date  
Department Secretary,  
New Jersey Department of Transportation

By: \_\_\_\_\_ Date  
Michael Russo,  
Director,  
Division of Local Aid & Economic  
Development

THIS DOCUMENT HAS BEEN REVIEWED AND APPROVED AS TO FORM

ACTING ATTORNEY GENERAL OF NEW JERSEY

**John Jay Hoffman**

By: \_\_\_\_\_ Date  
Deputy Attorney General  
Elaine C. Schwartz, DAG

## APPENDIX A

### **NONDISCRIMINATION**

During the performance of this Agreement, the RECIPIENT, for itself, its assignees and successors in interest hereinafter referred to as the RECIPIENT, agrees as follows:

1. Compliance with Regulations: The RECIPIENT will comply with Regulations of the United States Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21 through Appendix H, and Title 23CFR Part 710.405(b), hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.
2. Nondiscrimination: The RECIPIENT, with regard to the work performed by it after award and prior to completion of the work, will not discriminate on the basis of race, color, age, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The RECIPIENT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, including Procurement of Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the RECIPIENT for work to be performed under a subcontract, including procurement of materials or equipment, such potential subcontractor or supplier shall be notified by the RECIPIENT of the RECIPIENT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, age, sex or national origin.
4. Information and Reports: The RECIPIENT will provide all information and reports required by the Requisitions, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the RECIPIENT shall so certify to the STATE or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the RECIPIENT'S noncompliance with the nondiscrimination provisions of this contract, the STATE shall impose such sanctions as are appropriate and available under the laws of the STATE.
  - (a) Withholding of payments to the RECIPIENT under the contract until the RECIPIENT complies, and/or
  - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. This Agreement is subject to all federal, State, and local laws, rules, and regulations, including, but not limited to, those pertaining to nondiscrimination in employment and affirmative action for equal employment opportunity.

7. The RECIPIENT agrees to ensure that Disadvantaged Business Enterprises (DBE's) as defined in 49 CFR, Part 23 and FTA Circular 4716.1A, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Failure to make a good faith effort to meet the established DBE goal may result in sanctions as defined under paragraph 5 of this Appendix.

8. If at any time following the execution of this Agreement, the RECIPIENT intends to sublet any additional portion(s) of the work or intends to purchase materials or lease equipment not contemplated during the original proposal preparation, the RECIPIENT shall:

(a) Notify the Project initiator, in writing, of the type and approximate value of the work which the RECIPIENT intends to accomplish by such subcontract, purchase order or lease.

(b) Give DBE firms equal consideration with non-minority firms in negotiations for any such subcontracts, purchase orders or leases.

9. Incorporation of Provisions: The RECIPIENT will include the provisions of paragraph (1) through (9) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders or instructions, issued pursuant thereto.

**APPENDIX B**

**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I Robert M. Damminger, Freeholder Director,

hereby certify on behalf of RECIPIENT, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, 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.
- (3) The undersigned shall require that the language of this certificate 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 subRECIPIENT's shall certify and disclose accordingly.

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

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

**APPENDIX C**

**CERTIFICATION OF RECIPIENT**

In executing the Agreement the RECIPIENT'S signatory certifies on behalf of the RECIPIENT that neither he, nor any other officer, agent or employee of the RECIPIENT has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bonafide employee working solely for him or the RECIPIENT) to solicit or secure this Agreement.
- 2, agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid, or agreed to pay, to any firm, organization or person (other than a bonafide employee working solely for him or the RECIPIENT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

except as expressly Stated in a disclosure letter to the STATE which shall accompany the Agreement after execution by the RECIPIENT on submission to the Commissioner or his designee for execution.

The RECIPIENT acknowledges that this certificate furnished to the STATE and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, is subject to applicable State and Federal laws, both criminal and civil.

**APPENDIX D**

**CERTIFICATION OF NEW JERSEY DEPARTMENT OF TRANSPORTATION**

In executing the Agreement the STATE'S signatory certifies that to the best of his knowledge, the RECIPIENT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

except as expressly Stated in a disclosure letter to the Federal Highway Administration and/or Federal Transportation Administration, U.S. Department of Transportation.

The STATE acknowledges that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with agreements involving participation of Federal-aid highway funds, and the Federal Transportation Administration, in connection with agreements involving participation of FTA Metropolitan Planning (PL) funds, and is subject to applicable State and Federal laws, both criminal and civil.

## APPENDIX E

### **NJDOT CODE OF ETHICS FOR VENDORS**

1. No vendor\* shall employ any NJDOT officer or employee in the business of the vendor or professional activity in which the vendor is involved with Department officer or employee.
2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.
3. No vendor shall cause or influence or attempt to cause or influence any NJDOT employee or officer in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJDOT officer or employee.
4. No vendor shall cause or influence, or attempt to cause or influence, any NJDOT officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.
5. No vendor shall offer any NJDOT officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the RECIPIENT in the discharge of his or her official duties. In addition, employees or officers of NJDOT will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item which could be construed as having more than nominal value.

**NOTE:** This section would permit an NJDOT employee or officer to accept food or refreshments of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example - coffee, danish, tea or soda served during a conference break). Acceptance of unsolicited advertising or promotional materials of nominal value (such as inexpensive pens, pencils or calendars) would also be permitted.

Any questions as to what is or is not acceptable or what constitutes proper conduct for a Departmental employee or officer should be referred to the Department's Ethics Liaison Officer or his or her designee.

6. This code is intended to augment, not to replace existing administrative orders and the current Departmental Code of Ethics.
7. This code shall take effect immediately upon approval of the NJ Executive Commission on Ethical Standards and adoption by the NJDOT.

\*Vendor is defined as any general contractor, subcontractor, consultant, person, firm, corporation or organization engaging in or seeking to do business with NJDOT.

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Adopted on the 16th day of December, 1987

**APPENDIX F**

**CERTIFICATION OF RECIPIENT ELIGIBILITY**

I, Robert M. Damminger, Freeholder Director hereby certify under penalty of perjury under the laws of the United States, that except as noted below, the company or any person associated therewith in the capacity of owner, partner, director officer, principal, Project director, manager, auditor or any position involving the administration of federal or State funds:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal, State or local government agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, State or local government agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

(insert exceptions – for any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. If no exceptions, insert "None".)

Attest:

RECIPIENT

\_\_\_\_\_  
Robert M. DiLeila,  
Clerk of the Board of Chosen Freeholders

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

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

**APPENDIX G**

**AMERICANS WITH DISABILITIES ACT**

**Equal Opportunity For Individuals With Disabilities.**

The RECIPIENT and the STATE do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. Sec. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE pursuant to this contract, the RECIPIENT agrees that the performance shall be in strict compliance with the Act. In the event that the RECIPIENT, its agents, servants, employees, or subconsultants violate or are alleged to have violated the Act during the performance of this contract, the RECIPIENT shall defend the STATE in any action or administrative proceeding commenced pursuant to this Act. The RECIPIENT shall indemnify, protect, and save harmless the STATE, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The RECIPIENT shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith.

In any and all complaints brought pursuant to the STATE'S grievance procedure, the RECIPIENT agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the RECIPIENT shall satisfy and discharge the same at its own expense.

The STATE shall, as soon as practicable after a claim has been made against it, give written notice thereof to the RECIPIENT along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the STATE or any of its agents, servants, and employees, the STATE shall expeditiously forward or have forwarded to the RECIPIENT every demand, complaint, notice, summons, pleading, or other process received by the STATE or its representatives.

It is expressly agreed and understood that any approval by the STATE of the services provided by the RECIPIENT pursuant to this contract will not relieve the RECIPIENT of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the STATE pursuant to this paragraph.

It is further agreed and understood that the STATE assumes no obligation to indemnify or save harmless the RECIPIENT, its agents, servants, employees and subconsultants for any claim which may arise out of their performance of this Agreement. Furthermore, the RECIPIENT expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the RECIPIENT'S obligations assumed in this Agreement, nor shall they be construed to relieve the RECIPIENT from any liability, nor preclude the STATE from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

**APPENDIX H**

**STATE OF NEW JERSEY EQUAL EMPLOYMENT OPPORTUNITY FOR CONTRACTS FUNDED BY FHWA**

The parties to this Agreement do hereby agree that the provisions of NJSA 10:2-1 through 10:2-4 and NJSA 10:5-31 et seq (PL 1975, c 127, as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of this Agreement and are binding upon them.

During the performance of this Agreement, the RECIPIENT agrees as follows:

- a. The RECIPIENT, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The RECIPIENT 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 or sex. 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 RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department of Transportation's Compliance Officer setting forth provisions of this nondiscrimination clause;
- b. The RECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;
- c. The RECIPIENT, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Department of Transportation's Compliance Officer, advising the labor union or worker's 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 notices referred to in paragraphs a and c may be obtained at the preconstruction conference.

C-3

**RESOLUTION AUTHORIZING FEDERAL AID AGREEMENT #14-DT-BLA-689 WITH THE NJ DEPARTMENT OF TRANSPORTATION FOR RESURFACING AND SAFETY IMPROVEMENTS ALONG COUNTY ROUTE 557 IN THE TOWNSHIPS OF FRANKLIN AND MONROE IN AN AMOUNT NOT TO EXCEED \$2,345,311.00**

**WHEREAS**, Gloucester County (hereinafter the "County) seeks to enter into a Federal Aid Agreement with the New Jersey Department of Transportation (hereinafter the "NJDOT) for the Resurfacing and Safety Improvements, Tuckahoe Road, County Route 557 from County Route 659 to ½ mile +/- south of Whitehall Rd. in the Townships of Franklin and Monroe, Federal Project No. STP-0177(107) Construction, Engineering Project #13-04FA (hereinafter the "Agreement"); and

**WHEREAS**, the said Agreement is referred to as Federal Aid Agreement #14-DT-BLA-689 and provides a cost reimbursement arrangement with the NJDOT in an amount not to exceed \$2,345,311.00; and

**WHEREAS**, the project will consist of milling and resurfacing Tuckahoe Road, County Route 557 in the Townships of Franklin and Monroe.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Federal Aid Agreement referred to hereinabove with the NJDOT is hereby authorized and approved for the Project in an amount not to exceed \$2,345,311.00; and

**BE IT FURTHER RESOLVED** that the Freeholder Director is hereby authorized to execute and the Clerk of the Board to attest to the Federal Aid Agreement # 14-DT-BLA-689 and any attachments or appendices thereto.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, December 17, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**



C-3 COMPLETED

# State of New Jersey

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

CHRIS CHRISTIE  
Governor

JAMIE FOX  
Commissioner

KIM GUADAGNO  
Lt. Governor

December 2, 2014

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

Re.: **LETTER OF ADDITIONAL AUTHORIZATION & FEDERAL FUNDING AGREEMENT**  
2014-GC-Tuckahoe Road CR557 Resurfacing & Safety Improvements, Section 5  
Location: M.P. 32.3 to 36.0  
Franklin & Monroe Townships, Gloucester County  
Federal Project No. STP-0177(107)  
NJDOT Job No. 6205323  
FAP-2014-Gloucester County-02234

Dear Mr. Voltaggio:

On 11/28/14 the FHWA authorized additional federal funds in the amount of \$59,788.00 that were requested by your Office to fund the construction engineering services contract with the quality selected consultant, CME Associates. This additional funding makes the total authorized amount of \$2,345,311.00 available to the county. Execution of the attached federal aid Agreement No. 14-DT-BLA-689 is necessary to adjust the agreement cost ceiling amount to ~~\$2,759,024.00~~ following the FHWA authorization of the additional funds.

\$ 2,345,311.00

**Project Agreement**

- Please resubmit the four (4) originals of the Agreement No. 14-DT-BLA-689 with signature, date, and accompanying resolution, so that the agreement can be executed by the Department.
- DO NOT enter the date on page 1.
- Signed copies of the agreement should be returned within 45 days of this letter.

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

Sincerely,

Salim T. Mikhael  
Manager  
District 4 Local Aid

Enclosures  
Ref#3181

12/4/14

Agreement No. 14-DT-BLA-689

Contract ID: 15 70702

Recipient's DUNS No.: 957362247

CFDA Name and Number: Catalog of Federal Domestic Assistance 20.205

Contact Name and Phone Number: Chris Bergeman; (856) 486-6714

**FEDERAL AID AGREEMENT**

Project: 2014-GC-Tuckahoe Road CR557 Resurfacing & Safety Improvements, Section 5  
(Fed. Proj. No.: STP-0177(107)) FAP-2014-Gloucester County-02234

Municipality: Franklin & Monroe Townships

County: Gloucester

This Cost Reimbursement Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, by and between the Gloucester County, having its offices at Clayton Complex Offices of Government Services, 1200 N. Delsea Drive, Clayton, NJ 08312-1000 ("Recipient") and the State of New Jersey, Department of Transportation, Division of Local Aid and Economic Development, having its offices at 1035 Parkway Avenue, Trenton, NJ 08625 ("State");

WITNESSETH:

WHEREAS, Recipient proposes to be the sponsor of a Project eligible for funding pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Project may be included in the Metropolitan Planning Organization's Transportation Improvement Program and the State Transportation Improvement Program; and

WHEREAS, the State may award Recipient funds to finance the Project ("Project Fund"); and

WHEREAS, Recipient and the State desire to specify the conditions applicable to the financing of the costs of the Project out of the Project Fund and the obligations of Recipient and the State with respect to the Project; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and pursuant to all federal, state, and local laws and ordinances, Recipient and the State hereby agree as follows:

1. Description of Project – Scope of Work

A detailed Project description is included in the Project Scope of Work and Cost Estimate attached to this Agreement.

2. Agreement Contract Term

2.1. This Agreement shall be effective upon proper execution by the State and the Recipient and shall continue in effect until the project is completed and all vouchers have been paid subject to Section 7 below. Allowable costs incurred for the performance of work in the attached Scope of Work in this Cost Reimbursement Agreement shall be eligible for reimbursement from the effective date of 9/15/2014. All such work shall be completed by 12/31/2017, unless either terminated or extended by written authorization of the State.

2.2. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party in which case compensation shall be made for the costs of the work actually performed, subject to FHWA and or FTA concurrence. Costs incurred by the Recipient as a result of a termination by the State may be included in the Recipient's claim for compensation. Costs incurred by the State as a result of a termination by the Recipient may be set off against the Recipient's claim for compensation under the terms of this Agreement or any other Agreement between the State and Recipient until the costs have been fully repaid.

2.3 The Project shall not be sold, assigned or ownership transferred without the consent of the State and FHWA. In the event the Project is sold to a non-public entity for a non-public use or any use inconsistent with the terms of this Agreement, compensation according to termination of this Agreement by the Recipient shall be in effect.

3. Plans and Specifications

3.1 Recipient shall prepare, or have prepared, environmental documents, engineering documents, plans, specifications and estimates for the Project and shall submit them to the State for the State's review. A Professional Engineer licensed to practice in New Jersey must prepare the plans and specifications. The State shall review the engineering documents, plans and specifications for conformance to program requirements and design standards. All design work shall conform to the applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the current Manual on Uniform Traffic Control Devices (MUTCD), and the New Jersey Department of Transportation Bicycle Compatible Roadway and Bikeways Planning and Design Guideline. However, the design of traffic barriers and drainage systems shall conform to the New Jersey Department of Transportation Roadway Design Manual. All workmanship and materials shall conform to the current New Jersey Department of Transportation Standard Specification for Road and Bridge Construction as amended for Federal Aid. The Recipient shall notify the State in writing of any deviation from the standards. If there is a deviation from the standards, the Recipient shall accept any and all responsibility for any injury and damage by such deviation to any person or property and shall indemnify the State as outlined in the Agreement. If the design cannot conform to the minimum standards as set forth, a design exception will be required. The State shall notify Recipient when the project is acceptable for bidding.

3.2 Project limits cannot be exceeded, plans and specifications altered, construction change orders issued, or items added or deleted from Project without prior written approval of the State.

3.3 The Recipient shall designate a resident engineer who shall be empowered to represent the Recipient in connection with the administration of the Project, and shall be responsible for the monitoring and inspection of all work performed by its contractors.

4. Project Work

4.1 Recipient shall use its best efforts to complete or cause the completion of work on the Project ("Project Work") in accordance with the plans and specifications approved by the State.

4.2 Recipient covenants that Project Work will comply with all applicable laws and other requirements of federal, state and local governmental bodies. Recipient shall obtain all permits and licenses necessary to Project Work.

4.3 The Recipient shall not proceed with any Project work for which reimbursement shall be sought without the specific written authorization of the State. It is agreed that any and all project costs incurred by the Recipient prior to FHWA authorization of any Project phase shall be non-participating by the State and FHWA.

4.4 Recipient shall solicit bids for the work in accordance with all federal and state laws, rules and

regulations applicable to public bidding. Upon receipt of bids from responsible contractors, Recipient shall select the contractor submitting the lowest responsive bid and shall furnish the name of such contractor to the State for concurrence. Recipient agrees not to contract with any contractor to whom the State or the Federal Highway Administration ("FHWA") has made a reasonable and timely objection. Professional services should be competitively selected based upon qualifications.

4.5 Recipient agrees that the monies requisitioned from the Project Fund will be used only to reimburse actual Project costs and for no other purpose. Recipient agrees that it shall provide to the State and the FHWA such documentation as will enable the State and the FHWA to determine that the proceeds of the Project Fund have been applied solely to the costs of the Project.

4.6 Upon written request of the State, the Recipient shall cause its contractor to provide payment and performance bonds in an amount equal to 100% of the cost of the Project Work. A surety company satisfactory to the State and qualified to do business in the State of New Jersey shall execute such bonds. Copies of all bonds shall be delivered to the State upon request. Only those sureties listed in the US Treasury Department Circular 570 and authorized to do business in the State shall furnish the surety bonds.

4.7 When Recipient considers the Project to be finally complete, Recipient shall request that the State's representative make a final inspection of the Project. If it is determined, after such inspection, that the Project has been completed in accordance with the plans and specifications, Recipient shall prepare and submit to the State a certification that the final inspection has been made and the cost of the Project has actually been incurred in accordance with the provisions of the Agreement. Upon receipt, the State shall disburse an amount equal to the approved final payment. Upon payment of the amount approved for final payment, the State shall be released from any further responsibility in connection with the Project Fund and the Project. The New Jersey Department of Transportation, Division of Local Aid and Economic Development will monitor maintenance of completed Project by the Recipient. Failure to maintain Project will result in the withholding of funds payable to the Recipient on other State funded programs.

## 5. Insurance

5.1 Recipient shall maintain or cause to be maintained:

(a) General Comprehensive Liability Insurance in the minimum amount of \$1,000,000 combined single limit plus \$1,000,000 in an umbrella policy. This insurance shall specifically provide for coverage of the State as an additional Insured and shall provide for coverage at least as broad as the standard, basic unamended commercial general liability policy and shall be endorsed to include broad form contractual liability coverage, independent contractor's coverage and completed operations coverage.

(b) Automobile Liability Insurance in the minimum amount of \$1,000,000.

(c) Workers Compensation Insurance in the amount required by law.

5.2 A copy of each insurance policy shall be made available to the State upon request.

5.3 The RECIPIENT shall cause to be maintained Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance sufficient to protect against liabilities arising out of professional obligations performed pursuant to the requirements of this Agreement. This insurance shall be in the minimum amount of \$1,000,000.00.

5.4 Recipient expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the obligations assumed by Recipient pursuant to this Agreement and shall not be construed to relieve Recipient of liability in excess of such coverage, nor shall it preclude the

State from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

6. Disbursement of Project Fund

6.1 (a) The State shall disburse monies from the Project Fund to Recipient in order to reimburse costs associated with Project Work in accordance with the terms and conditions of this Agreement. Only those costs specifically enumerated in the Project Scope of Work and Cost Estimate attached to this Agreement and outlined below will be eligible for reimbursement. Nothing contained herein shall impose upon the State any obligation to ensure the proper application of the monies paid to Recipient from the Project Fund. Furthermore, nothing contained herein shall impose any obligation upon the State to pay to Recipient any monies in excess of the Project Fund. The Recipient shall reimburse the Consultant/Contractor for allowable expenses after the receipt of properly prepared payment vouchers.

6.1 (b) The total cost of the project by the Recipient for completion of the Project Scope of Work in this Agreement shall not exceed \$2,345,311.00, with an approved budget as follows:

Federal Project #	Project Sponsor	Contract	Sponsor In-House	Total	Date Authorized	Date for Completion
STP-0177(107)	Gloucester County	\$2,345,311.00	\$ 0.00	\$2,345,311.00	9/15/2014	12/31/2017

6.2 (a) Recipient shall prepare and submit payment vouchers for payment for approval by the State. Payment vouchers may be submitted as frequently as every month at most but are required at least quarterly. The payment vouchers for payment shall state, with proper documentation, the amounts due Recipient for actual allowable costs incurred in connection with the Project. The Recipient shall maintain a complete set of time sheets, records and accounts to identify eligible salaries, fringe benefits, leave, and non-salary direct expenses incurred in support of the Project, as well as material records, certifications, and as-built quantities.

(b) Progress Reports will accompany all vouchers for payment and shall include:

- A narrative description of work performed during the calendar month and any difficulties or delays encountered;
- A comparison of actual accomplishments to the goals established for the period;
- A comparison, by tasks, of costs incurred with amounts budgeted, and;
- A comparison, by task, of work performed compared to the schedule, including a percentage of the total work completed. This requirement can be met by including a bar chart showing schedule timing and actual progress.
- Copies of federal contract compliance documents as completed for the voucher payment period by the resident engineer that is designated by the Recipient, a complete set of which shall be furnished by State staff at kickoff and or preconstruction meetings.

(c) The State shall review and verify such payment vouchers for payment and remunerate the Recipient for direct and indirect costs incurred up to a maximum Project approved budget \$2,345,311.00 stated in this Agreement for satisfactorily completing the Project.

(d) "Actual allowable costs" and "direct and indirect costs" will be determined by the STATE based on the federal regulations applicable to the RECIPIENT:

Cost principles for State & Local Governments – OMB Circular A-87  
Cost Principles for Nonprofit Organizations - OMB Circular A-122  
Commercial Entities - FAR Subpart 31.2

(e) The administrative requirements include:

Grants and Cooperative Agreements with State & Local Governments - OMB Circular A-102  
Uniform Administrative Requirements for Grants and Other Agreements with Institutions of  
Higher Education, Hospitals and Other Non-profit Organizations - OMB Circular A-110

6.3 (a) The State shall make partial payments to the Recipient toward the Fixed Price of each Project work assignment upon the receipt of properly drawn monthly or quarterly payment vouchers for a percentage of work completed on the Project during the period as shown on the accompanying progress report. Where there is a disagreement between the State and the Recipient concerning the percentage of work completed during any given period that dispute shall be resolved in accordance with Paragraph 20.3 of this Agreement.

(b) The Sponsor may submit vouchers for reimbursement totaling up to 90% of the lesser of either the authorized amount or the amount eligible for State funding participation. The Sponsor shall submit a final payment voucher, along with any necessary close out documents, for reimbursement of the remaining 10%, following receipt of written final acceptance of the project by the Department of Transportation.

6.4 (a) All work performed by contractors and subcontractors on the Project shall be treated as being performed by the Recipient. The Recipient shall remain responsible for satisfactory performance of all work.

(b) The Recipient will be paid a Fixed Price for the work of each contractor and consultant. The Fixed Price shall be considered full compensation for all costs incurred by the Recipient relative to the work performed by each contractor and consultant. Payment of the Fixed Price shall be made on monthly or quarterly payment vouchers submitted by the Recipient based upon the percentage of the contracted work completed as shown in the Recipient's monthly progress reports.

(c) Recipient shall require its contractors and consultants to comply with the applicable cost principles set forth in Section 6.2 above and the requirements of Section 8 below by placing equivalent provisions in their contracts.

## 7. Audit Requirements

7.1 The Recipient shall provide the State with a fiscal year, organization-wide audit that has been conducted in accordance with the requirements of OMB Circular Letter A-133, Audits of States, Local Governments, and Non-Profit Organizations, and State Circular Letter 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid. If the Recipient is to contract with a commercial organization they must follow 48 CFR Part 31, Subpart 31.2, "Contracts with Commercial Organizations." The Recipient shall ensure that the State receives the audit within the prescribed submission period and that this Agreement is listed on the appropriate Schedule of Financial Assistance.

7.2 The State, and the FHWA, or their agents, shall be entitled to perform an audit at the following times:

(a) At any time during the performance of work set forth in this Agreement.

(b) During a period of up to three (3) years after either the date of payment of the

applicable Final Invoice or a date mutually agreed to by the parties.

7.3 This agreement may be funded in whole or in part with funding provided under the American Recovery and Reinvestment Act of 2009 (ARRA). The Recipient is responsible for complying with the applicable provisions of the ARRA which are incorporated herein by reference.

Section 902 of ARRA requires that the U.S. Comptroller General has the authority to:

1. Examine records of the Recipient or its subconsultant, or State or local government agency administering such contract that directly pertain to, and involve transactions relating to, the Contract or subcontract.
2. Interview officers or employees of the Recipient or its subconsultant, or of State or local government agency administering the Contract, regarding such transactions.

Nothing in this section is to be interpreted to limit or restrict the existing authority of the U.S. Comptroller General.

Section 1515(a) of the ARRA requires that the Inspector General has the authority to:

1. Examine records of the Recipient or its subconsultants
2. Interview the Recipient's or its subconsultants's employees or officers working on this Contract.

Nothing in this section is to be interpreted to limit or restrict the existing authority of the Inspector General.

7.4 The Recipient acknowledges that changes in payment due the Recipient resulting from audits performed by the State shall be made as follows:

- In the event of overpayment by the State, the Recipient shall refund the amount of such overpayment within thirty days of the request by the State. In the event the Recipient fails to comply with said request, the State is hereby authorized to deduct such overpayment from other monies due the Recipient under the terms of this Agreement or any other agreement between the State and the Recipient. Furthermore, the Recipient expressly understands and agrees that the provisions of this section shall in no way be construed to relieve the Recipient from any liability, or preclude the State from taking any other actions as are available to it under any other provisions of this Agreement or otherwise at law. The terms of this section shall survive the expiration or termination of the Agreement.
- In the event of underpayment by the State, the State shall pay sufficient funds to the Recipient to correct the underpayment as soon is practicable.

(a) The Recipient shall include in the Final Invoice the following release clause:

"In consideration of the requested payment of this Final Invoice, the (Recipient) hereby releases the State of New Jersey and the New Jersey Department of Transportation, their agents, officers and employees, from all claims and liabilities arising from work done or services performed under this Agreement"

(b) Payment to the Recipient for a Final Invoice does not waive either the right of the State to establish adjustments and to collect overpayments that are disclosed by audits performed subsequent to payment of the Final Invoice, or the right of the Recipient to underpayments based upon adjustments disclosed by said audits.

## 8. Inspections

Recipient shall permit the State and FHWA, or any authorized representative of either of them, free access to the Project with the right to examine, visit and inspect, at any reasonable time, all work completed or in progress,

labor performed and materials furnished in connection with the Project as well as Recipient's accounts, books and records, including its receipts, disbursements, contracts and any other matters relating thereto. Recipient shall supply such reports and information as the State or FHWA shall reasonably request. All accounts, books, records and other documents related to the Project shall be retained by Recipient for a period of three years after final payment is received from the State.

9. Indemnification

Recipient shall indemnify, defend, protect and hold harmless the State of New Jersey and its agents, servants and employees from and against any and all liability, fines, suits, claims, demands and actions, costs and reasonable expenses of any kind or nature or by anyone whomsoever, including, but not limited to, claims for personal injury, wrongful death, property damage and contractual liability due to or arising in any way out of the performance of any services, actions or operations in connection with the Project or any breach of this Agreement unless caused solely by the gross negligence or default of the State or its agents, servants or employees; provided, however, that the State shall give Recipient prompt notice thereof. If Recipient shall be required to defend in any action or proceeding pursuant to this Section 6 to which action or proceeding the State is made a party, the State shall be entitled to participate in the matter, at its election and sole cost; provided, however, that any such action by the State does not limit or make void any liability of Recipient in respect to the claim or matter in question.

10. Abandonment of Project

It is understood and agreed by and between the parties hereto that Recipient shall complete the Project to provide a safe and usable unit and shall not be entitled to abandon the Project. If the Recipient abandons the project during any phase (planning, design, construction, etc.) all funds expended by the State and the FHWA, will be reimbursed by the Recipient to said parties.

11. No Personal Liability

Notwithstanding anything to the contrary contained herein, the parties hereto specifically understand and agree that there shall be no personal liability imposed on the officers, employees or agents of Recipient or the State with respect to any of the covenants or conditions of this Agreement.

12. Equal Opportunity

12.1 Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the United States Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part, directly or indirectly, with proceeds from the Project Fund the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(a) The contractor or subcontractor, where applicable will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. 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 or sex. 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Equal Employment Opportunity Officer setting forth provisions of this non-discrimination clause;

(b) 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 or sex;

(c) The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Equal Employment Opportunity 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.

(d) The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(e) The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with applicable City employment goals prescribed by section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(f) The contractor or subcontractor agrees to inform in writing all recruitment agencies, 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 or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

(g) The contractor 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.

(h) The contractor or subcontractor 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 of sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal court decisions.

Provisions (d), (e), (f), (g), or (h) do not apply to subcontractors with four (4) or fewer employees or a contractor who has presented evidence of a federally approved or sanctioned Affirmative Action Program.

12.2 Recipient agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

12.3 Recipient also agrees:

(a) To assist and cooperate actively with the FHWA and the United States Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the United States Secretary of Labor.

(b) To furnish the FHWA and the United States Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the FHWA in the discharge of its primary responsibility for securing compliance.

(c) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts

pursuant to the Executive Order.

(d) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the FHWA or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

12.4 In addition, Recipient agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this Agreement in whole or in part;
- (b) Refrain from extending any further assistance to Recipient under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from Recipient; and
- (c) Initiate appropriate legal proceedings.

13. Nondiscrimination

Recipient hereby agrees that it will comply with Title VI of the 1964 Civil Rights Act (the "Act") and related statutes and implementing regulations to the end that no person shall on the grounds of race, color, national origin, handicap, age, sex, or religion be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Project covered by this Agreement and, further Recipient agrees that:

- (a) It will insert the nondiscrimination notice required by the Standard Department of Transportation Title VI Assurance (DOT Order 1050.2) in all solicitations for bids for work or material, and, in adapted form, in all proposals for negotiated agreements.
- (b) It will insert the clauses in Appendixes A, B or C of DOT Order 1050.2 as appropriate, in all contracts, deeds transferring real property, structures, or improvements thereon or interest therein (as a covenant running with the land) and in future deeds, leases, permits, licenses, and similar agreements, related to this Project, entered into by Recipient with other parties.
- (c) It will comply with, and cooperate with, FHWA in ensuring compliance with the terms of the standard Title VI Assurance, the act and related statutes, and implementing regulations.

14. Disadvantaged Business Enterprises

Recipient hereby agrees to the following statements and agrees that these statements shall be included in all subsequent agreements between Recipient and any contractor:

- (a) "Policy. It is the policy of the United States Department of Transportation that emerging small business enterprises (ESBE's), as they are defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. NJDOT's ESBE program runs concurrently with the Disadvantaged Business Enterprise (DBE) program for small and disadvantaged businesses on federally-funded projects. Consequently, all applicable requirements of 49 CFR Part 26 shall apply to this agreement.
- (b) Obligation. The contractor agrees to ensure that ESBE's, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with the applicable section of 49 CFR Part 26 to ensure that ESBE's have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, handicap, religion,

age, or sex, as provided in Federal and state law, in the award and performance of DOT-assisted contracts."

15. No Oral Modifications

(1) This agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(2) The Recipient shall request approval by the State of any task or line item budget revision deemed necessary to carry out the project in this Agreement. This request shall be submitted in writing by the Recipient to the State. If approved by the State and the applicable Federal funding agency, the State shall provide written authorization to Recipient to proceed with the revision.

16. Notices and Demands

16.1 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement must be in writing.

16.2 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement shall be deemed to have been properly given or served by depositing the same in the United States mail, postpaid and registered or certified, return receipt requested, or by Federal Express or similar service providing receipt against delivery, as follows:

If to the State:

Michael Russo  
Director  
Division of Local Aid and Economic Development  
State of New Jersey Department of Transportation  
103S Parkway Avenue  
Trenton, New Jersey 08625

Or the designated District Office, Bureau of Local Aid, serving the area of the Recipient:

District 1 –  
Roxbury Corporate Center  
200 Stierli Court  
Mount Arlington, NJ 07856  
Phone: (973) 770-5070/5068  
Fax: (973) 770-5172  
Morris, Passaic,  
Sussex and Warren

District 2 –  
153 Halsey Street - 5th floor  
Newark, NJ 07102  
Phone: (973) 877-1500  
Fax: (973) 877-1556  
Bergen, Essex, Hudson,  
and Union

District 3 -  
PO Box 600  
Trenton, NJ 08625-0600  
Phone: (732) 625-4290  
Fax: (732) 625-4292  
Hunterdon, Mercer, Middlesex,  
Monmouth, Ocean and Somerset

District 4 –  
1 Executive Campus  
Route 70 West, 3rd Floor  
Cherry Hill, NJ 08002  
Phone: (856) 486-6618  
Fax (856) 486-6771  
Atlantic, Burlington, Camden, CapeMay,  
Cumberland, Gloucester, and Salem

Excepting Legal Notices

Telephone: (856) 486-6618  
Fax: (856) 486-6771

If to Recipient:

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

17. Partial Invalidity

To the extent that the intent and underlying purpose of this Agreement are not compromised, the invalidity or unenforceability of any term, covenant, condition or provision of this Agreement, or its application to any persons, entities or circumstances shall not render invalid or unenforceable the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, and each term, covenant, condition and provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by applicable law.

18. Further Assurances

The parties agree to cooperate with each other and to execute and deliver such further documents and assurances as may be necessary to carry out the purpose of this Agreement.

19. Subject to FHWA Regulations

(1) Notwithstanding anything contained herein to the contrary, so long as the Project is being financed out of proceeds from the Project Fund, this Agreement and the obligations of the parties hereunder are subject to the rules and regulations promulgated by the FHWA.

(2) Section 319 of the FY 1990 Department of the Interior and Related Agencies Appropriations Act, Public Law 101-121, contains a prohibition on the use of appropriated funds for "influencing or attempting to influence" Federal officials in connection with grants, contracts or cooperative agreements. The new law became effective December 23, 1989 and contains two specific requirements that prospective FTD or FHWA contractors must be aware of and comply with prior to execution of this Agreement in order to remain eligible for Federal funds.

20. Entire Agreement; Counterparts; Disputes

20.1 This Agreement contains the entire agreement between the parties hereto and supersedes any and all prior understandings and agreements, oral or written, between the parties respecting the subject matter hereof.

20.2 This Agreement may be executed in two or more counterparts, each of which shall be deemed a duplicate original and all of which together shall constitute one and the same Agreement.

20.3 In the event a dispute arises concerning the meaning of any term used in this Agreement, or the work and services required to be performed under this Agreement, or as to compensation under this Agreement, the dispute shall be decided by the Commissioner of Transportation or his duly authorized representative.

21. APPENDIX A - Regulations of the Department of Transportation relative to nondiscrimination in federally assisted Projects of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21) attached hereto are made a part of this Agreement.

22. APPENDIX B - Certification of Restrictions on Lobbying is attached hereto and made part of this Agreement in accordance with 31 U.S.C. Sec. 1352 and 40 CFR Part 20. Each Recipient, Consultant and Contractor awarded a contract exceeding \$100,000 shall submit to the State a Disclosure of Lobbying Activity Form-LLL at the end of each calendar quarter in which a reportable event occurs. All completed forms shall be sent to:

New Jersey Department of Transportation  
Manager Professional Services  
Procurement Division  
1035 Parkway Avenue  
Trenton, New Jersey 08625

23. APPENDIX C - Certification of Recipient is attached hereto and made a part of this Agreement.
24. APPENDIX D - Certification of New Jersey Department of Transportation is attached hereto and made a part of this Agreement.
25. APPENDIX E - NJDOT Code of Ethics for Vendors is attached hereto and made a part of this Agreement.
26. APPENDIX F - Certification of Recipient Eligibility is attached hereto and made a part of this Agreement.
27. APPENDIX G - Americans with Disabilities Act is attached hereto and made part of this agreement.
28. APPENDIX H - State of New Jersey Equal Employment Opportunity for Contracts Funded by FHWA is attached hereto and made part of this agreement.
29. APPENDIX I - Project Scope of Work
30. APPENDIX J - Project Cost Estimate
31. Resolution

The Recipient shall supply the necessary resolution authorizing the Recipient to enter into this Agreement and this Agreement shall not become binding on either party until it is executed by the Commissioner of Transportation or the Commissioner's designee.

IN WITNESS WHEREOF, the parties have caused their duly authorized representative to duly execute this Agreement on and as of the day and year first above written.

Project: 2014-GC-Tuckahoe Road CR557 Resurfacing & Safety Improvements, Section 5

Municipality: Franklin & Monroe Townships County: Gloucester

Fed. Proj. No.: STP-0177(107)

Agreement No.: 14-DT-BLA-689

ATTEST/WITNESSED/AFFIX SEAL:

RECIPIENT: Gloucester County

\_\_\_\_\_  
Robert M. DiLella, Date  
Clerk of the Board of Chosen Freeholders

By: \_\_\_\_\_ Date  
Robert M. Damminger,  
Freeholder Director

ATTEST/WITNESSED/AFFIX SEAL:

NEW JERSEY DEPARTMENT OF  
TRANSPORTATION

\_\_\_\_\_  
Jacqueline Trausi Date  
Department Secretary,  
New Jersey Department of Transportation

By: \_\_\_\_\_ Date  
Michael Russo,  
Director,  
Division of Local Aid & Economic  
Development

THIS DOCUMENT HAS BEEN REVIEWED AND APPROVED AS TO FORM

ACTING ATTORNEY GENERAL OF NEW JERSEY

John Jay Hoffman

By: \_\_\_\_\_ Date  
Deputy Attorney General  
Elaine C. Schwartz, DAG

APPENDIX A

**NONDISCRIMINATION**

During the performance of this Agreement, the RECIPIENT, for itself, its assignees and successors in interest hereinafter referred to as the RECIPIENT, agrees as follows:

1. Compliance with Regulations: The RECIPIENT will comply with Regulations of the United States Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21 through Appendix H, and Title 23CFR Part 710.405(b), hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.
2. Nondiscrimination: The RECIPIENT, with regard to the work performed by it after award and prior to completion of the work, will not discriminate on the basis of race, color, age, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The RECIPIENT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, including Procurement of Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the RECIPIENT for work to be performed under a subcontract, including procurement of materials or equipment, such potential subcontractor or supplier shall be notified by the RECIPIENT of the RECIPIENT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, age, sex or national origin.
4. Information and Reports: The RECIPIENT will provide all information and reports required by the Requisitions, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the RECIPIENT shall so certify to the STATE or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the RECIPIENT'S noncompliance with the nondiscrimination provisions of this contract, the STATE shall impose such sanctions as are appropriate and available under the laws of the STATE.
  - (a) Withholding of payments to the RECIPIENT under the contract until the RECIPIENT complies, and/or
  - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. This Agreement is subject to all federal, State, and local laws, rules, and regulations, including, but not limited to, those pertaining to nondiscrimination in employment and affirmative action for equal employment opportunity.

7. The RECIPIENT agrees to ensure that Disadvantaged Business Enterprises (DBE's) as defined in 49 CFR, Part 23 and FTA Circular 4716.1A, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Failure to make a good faith effort to meet the established DBE goal may result in sanctions as defined under paragraph 5 of this Appendix.

8. If at any time following the execution of this Agreement, the RECIPIENT intends to sublet any additional portion(s) of the work or intends to purchase materials or lease equipment not contemplated during the original proposal preparation, the RECIPIENT shall:

(a) Notify the Project initiator, in writing, of the type and approximate value of the work which the RECIPIENT intends to accomplish by such subcontract, purchase order or lease.

(b) Give DBE firms equal consideration with non-minority firms in negotiations for any such subcontracts, purchase orders or leases.

9. Incorporation of Provisions: The RECIPIENT will include the provisions of paragraph (1) through (9) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders or instructions, issued pursuant thereto.

**APPENDIX B**

**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I Robert M. Damminger, Freeholder Director,

hereby certify on behalf of RECIPIENT, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, 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.
- (3) The undersigned shall require that the language of this certificate 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 subRECIPIENT's shall certify and disclose accordingly.

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

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

APPENDIX C

**CERTIFICATION OF RECIPIENT**

In executing the Agreement the RECIPIENT'S signatory certifies on behalf of the RECIPIENT that neither he, nor any other officer, agent or employee of the RECIPIENT has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bonafide employee working solely for him or the RECIPIENT) to solicit or secure this Agreement.
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid, or agreed to pay, to any firm, organization or person (other than a bonafide employee working solely for him or the RECIPIENT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

except as expressly Stated in a disclosure letter to the STATE which shall accompany the Agreement after execution by the RECIPIENT on submission to the Commissioner or his designee for execution.

The RECIPIENT acknowledges that this certificate furnished to the STATE and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, is subject to applicable State and Federal laws, both criminal and civil.

**APPENDIX D**

**CERTIFICATION OF NEW JERSEY DEPARTMENT OF TRANSPORTATION**

In executing the Agreement the STATE'S signatory certifies that to the best of his knowledge, the RECIPIENT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

except as expressly Stated in a disclosure letter to the Federal Highway Administration and/or Federal Transportation Administration, U.S. Department of Transportation.

The STATE acknowledges that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with agreements involving participation of Federal-aid highway funds, and the Federal Transportation Administration, in connection with agreements involving participation of FTA Metropolitan Planning (PL) funds, and is subject to applicable State and Federal laws, both criminal and civil.

**APPENDIX F**

**CERTIFICATION OF RECIPIENT ELIGIBILITY**

I Robert M. Damminger, Freeholder Director hereby certify under penalty of perjury under the laws of the United States, that except as noted below, the company or any person associated therewith in the capacity of owner, partner, director officer, principal, Project director, manager, auditor or any position involving the administration of federal or State funds:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal, State or local government agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, State or local government agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

(insert exceptions – for any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. If no exceptions, insert "None".)

Attest:

RECIPIENT

\_\_\_\_\_  
Robert M. DiLella,  
Clerk of the Board of Chosen Freeholders

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

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

APPENDIX G

**AMERICANS WITH DISABILITIES ACT**

Equal Opportunity For Individuals With Disabilities.

The RECIPIENT and the STATE do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. Sec. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE pursuant to this contract, the RECIPIENT agrees that the performance shall be in strict compliance with the Act. In the event that the RECIPIENT, its agents, servants, employees, or subconsultants violate or are alleged to have violated the Act during the performance of this contract, the RECIPIENT shall defend the STATE in any action or administrative proceeding commenced pursuant to this Act. The RECIPIENT shall indemnify, protect, and save harmless the STATE, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The RECIPIENT shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith.

In any and all complaints brought pursuant to the STATE'S grievance procedure, the RECIPIENT agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the RECIPIENT shall satisfy and discharge the same at its own expense.

The STATE shall, as soon as practicable after a claim has been made against it, give written notice thereof to the RECIPIENT along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the STATE or any of its agents, servants, and employees, the STATE shall expeditiously forward or have forwarded to the RECIPIENT every demand, complaint, notice, summons, pleading, or other process received by the STATE or its representatives.

It is expressly agreed and understood that any approval by the STATE of the services provided by the RECIPIENT pursuant to this contract will not relieve the RECIPIENT of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the STATE pursuant to this paragraph.

It is further agreed and understood that the STATE assumes no obligation to indemnify or save harmless the RECIPIENT, its agents, servants, employees and subconsultants for any claim which may arise out of their performance of this Agreement. Furthermore, the RECIPIENT expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the RECIPIENT'S obligations assumed in this Agreement, nor shall they be construed to relieve the RECIPIENT from any liability, nor preclude the STATE from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

APPENDIX H

STATE OF NEW JERSEY EQUAL EMPLOYMENT OPPORTUNITY FOR CONTRACTS FUNDED BY FHWA

The parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq (PL 1975, c 127, as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of this Agreement and are binding upon them.

During the performance of this Agreement, the RECIPIENT agrees as follows:

- a. The RECIPIENT, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The RECIPIENT 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 or sex. 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 RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department of Transportation's Compliance Officer setting forth provisions of this nondiscrimination clause;
- b. The RECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;
- c. The RECIPIENT, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Department of Transportation's Compliance Officer, advising the labor union or worker's 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 notices referred to in paragraphs a and c may be obtained at the preconstruction conference.

C-4

**RESOLUTION TO CONTRACT WITH R. E. PIERSON CONSTRUCTION COMPANY, INC. FOR RESURFACING AND SAFETY IMPROVEMENTS ALONG COUNTY ROUTE 656 IN THE TOWNSHIP OF WEST DEPTFORD FOR \$962,826.99**

**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 "Resurfacing, Safety Improvements along Mantua Grove Road, County Route 656 from SH Route 44 to Railroad tracks in the Township of West Deptford, Gloucester County," Engineering Project #14-11SA (hereinafter the "Project"); and

**WHEREAS**, bids were publicly received and opened for the Project by the County on November 25, 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 P.O. 426 Swedesboro Road, Pilesgrove (Box 403, 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 \$962,826.99; and

**WHEREAS**, the County's Purchasing and Engineering Departments recommend award of a contract to Pierson for the Project; and the Contractor shall complete all work required for substantial completion of the Project within forty-five (45) 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 \$962,826.99, pursuant to C.A.F. #14-10623, which amount shall be charged against budget line items C-04-14-012-165-12231 (\$634,828.97), C-04-13-012-165-12231 (\$147,482.07) & C-04-13-013-165-12231 (\$180,515.95) for a total of \$962,826.99.

**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 Pierson for the Project in the amount of NINE HUNDRED SIXTY-TWO THOUSAND EIGHT HUNDRED TWENTY-SIX DOLLARS AND NINETY-NINE CENTS (\$962,826.99), per the prices submitted in its bid, and contingent upon approval by the New Jersey Department of Transportation.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 17, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

C-4

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

C-04-14-012-165-12231 (\$634,828.97)  
C-04-13-012-165-12231 (\$147,482.07)  
C-04-13-013-165-12231 (\$180,515.95)

Certificate of Availability of Funds

TREASURER'S NO. 14-10623 DATE December 02, 2014

BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION \$962,826.99 COUNTY COUNSEL Emmett E. Primas, Esq.

DESCRIPTION: Construction Contract for the Engineering Project "Resurfacing, Safety Improvements along Mantua Grove Road, County Route 656 from SH Route 44 to Railroad tracks in the Township of West Deptford, Gloucester County," Engineering Project #14-11SA

VENDOR: R.E. Pierson Construction Company, Inc.

ADDRESS: P.O. Box 430 (Woodstown, NJ 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: December 17, 2014

C-4

Office of the County Engineer  
County of Gloucester

Proposed Resurfacing, Safety Improvements along  
Mantua Grove Rd, CR656 from SH Route 44 to Railroad tracks  
in the Township of West Deptford, Gloucester County  
Engineering Project #14-11SA

Bid Date: Tuesday, November 25, 2014 Bid Time: 10:00am

SUMMARY OF BIDS



SPECIFICATION NO. 14-11SA

bidder 1 of 2 Richard E. Pierson Const. Co. Inc. 426 Swedesboro Road Pilesgrove, NJ 08098 Robert Baccala, VP Phone: 856-769-3244 Fax: 856-769-5630 info@repierson.com	bidder 2 of 2 South State Inc.* 202 Reeves Road Bridgeport, NJ 08302 Chester Ottinger, Jr., President Ph: 856-455-5300 Fax: 856-455-1461 bbryan@southstateinc.com
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Item No.	Description	Approx. Quantity		Unit	Unit Price	Amount	Unit Price		Amount	
1	Construction Layout	L.S.	L.S.		\$10,000.00	\$10,000.00	\$2,000.00	\$2,000.00		
2	Clearing Site	L.S.	L.S.		\$175,000.00	\$175,000.00	\$93,500.00	\$93,500.00		
3	Excavation, Unclassified	250	C.Y.		\$34.00	\$8,500.00	\$60.00	\$15,000.00		
4	HMA Milling, 2 1/2" and Variable	46,500	S.Y.		\$1.75	\$81,375.00	\$1.90	\$88,350.00		
5	Hot Mix Asphalt 12.5M 76 Surface Course, 2 1/2" Thick	7,400	Ton		\$70.00	\$518,000.00	\$81.00	\$599,400.00		
6	Hot Mix Asphalt 9.5H64 Leveling Course	1,000	Ton		\$0.01	\$10.00	\$0.81	\$810.00		
7	Tack Coat	2,828	Gal.		\$0.01	\$28.28	\$0.01	\$28.28		
8	Polymerized Joint Adhesive	22,500	L.F.		\$0.01	\$225.00	\$0.01	\$225.00		
9	Dense Graded Aggregate Base Course, 6" Thick	1,000	S.Y.		\$5.00	\$5,000.00	\$10.00	\$10,000.00		
10	Hot Mix Asphalt 19M64 Base Course, 4" Thick	300	Ton		\$50.00	\$15,000.00	\$80.00	\$24,000.00		
11	Concrete Driveway, Reinforced, 6" Thick	50	S.Y.		\$80.00	\$3,000.00	\$85.00	\$4,250.00		
12	Hot Mix Asphalt Driveway, 2" Thick	100	S.Y.		\$20.00	\$2,000.00	\$40.00	\$4,000.00		
13	Bicycle Safe Grates	10	Unit		\$275.00	\$2,750.00	\$200.00	\$2,000.00		
14	Curb Piece	10	Unit		\$200.00	\$2,000.00	\$200.00	\$2,000.00		
15	9"x16" Concrete Vertical Curb	730	L.F.		\$30.00	\$21,900.00	\$28.00	\$20,440.00		
16	Heavy Duty Silt Fence, Orange	660	L.F.		\$2.00	\$1,320.00	\$6.00	\$3,960.00		
17	Reset Existing Castings	5	Unit		\$400.00	\$2,000.00	\$10.00	\$50.00		
18	Reset Water Valve Boxes	10	Unit		\$0.01	\$0.10	\$0.01	\$0.10		
19	Reset Gas Valve Boxes	10	Unit		\$0.01	\$0.10	\$0.01	\$0.10		
20	Removal of Traffic Stripes	1,000	L.F.		\$0.75	\$750.00	\$0.85	\$850.00		
21	Traffic Markings, Thermoplastic	8,000	S.F.		\$3.30	\$26,400.00	\$2.55	\$20,400.00		
22	Traffic Stripes, Long-Life, Epoxy Resin, 4"	36,000	L.F.		\$0.29	\$10,440.00	\$0.28	\$10,080.00		
23	Regulatory, Warning and Guide Signs	395	S.F.		\$25.00	\$9,875.00	\$26.00	\$10,270.00		
24	Reflective U-Post Inserts	50	Unit		\$20.00	\$1,000.00	\$35.00	\$1,750.00		
25	No Item	--	--			\$0.00		\$0.00		
26	RPM, Bi-Directional, Amber Lens	225	Unit		\$27.00	\$6,075.00	\$26.00	\$5,850.00		
27	RPM, Bi-Directional, Blue Lens	10	Unit		\$27.00	\$270.00	\$26.00	\$260.00		
28	No Item	--	--			\$0.00		\$0.00		
29	RPM, Bi-Directional, Red/White Lens	20	Unit		\$27.00	\$540.00	\$26.00	\$520.00		
30	Turf Repair Strip	5,000	L.F.		\$0.01	\$50.00	\$0.10	\$500.00		
31	Construction Signs	500	S.F.		\$7.00	\$3,500.00	\$0.01	\$5.00		
32	No Item	--	--			\$0.00		\$0.00		
33	Police Traffic Directors	600	M.H.		\$60.00	\$36,000.00	\$80.00	\$36,000.00		
34	Flashing Arrow Board, 4' x 8'	1	Unit		\$0.01	\$0.01	\$1.00	\$1.00		
35	Traffic Control Truck With Mounted Crash Cushions	1	Unit		\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00		
36	No Item	--	--			\$0.00		\$0.00		
37	Drum	500	Unit		\$0.01	\$5.00	\$0.01	\$5.00		
38	Traffic Cone	500	Unit		\$0.01	\$5.00	\$0.01	\$5.00		
39	Breakaway Barricade	100	Unit		\$0.01	\$1.00	\$0.01	\$1.00		
40	Temporary Traffic Stripes	10,000	L.F.		\$0.18	\$1,800.00	\$0.20	\$2,000.00		
41	No Item	--	--			\$0.00		\$0.00		
42	Topsailing, 4" Thick	250	S.Y.		\$0.01	\$2.50	\$15.00	\$3,750.00		
43	Fertilizing and Seeding, Type A-3	250	S.Y.		\$0.01	\$2.50	\$2.00	\$500.00		
44	Straw Mulching	250	S.Y.		\$0.01	\$2.50	\$0.01	\$2.50		
45	Asphalt Price Adjustment	L.S.	L.S.		\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00		
46	Fuel Price Adjustment	L.S.	L.S.		\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00		
<b>Total Bid</b>						<b>\$962,826.99</b>	<b>Total Bid*</b>	<b>\$982,762.98</b>		

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

11-26-14  
date

\* Actual Total Bid Amount shown \$1.00 less than bid amount as submitted (math error line item #8)

C-4

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
R. E. PIERSON CONSTRUCTION COMPANY, INC.**

**THIS CONTRACT** is made effective this 17<sup>th</sup> day of **December 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 P.O. Box 430 (Woodstown, NJ 08098), 426 Swedesboro Road, Pilesgrove, 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 "Resurfacing, Safety Improvements along Mantua Grove Road, County Route 656 from SH Route 44 to Railroad tracks in the Township of West Deptford, Gloucester County," Engineering Project #14-11SA (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 forty-five (45) calendar days after the issuance of the Notice to Proceed.

2. **COMPENSATION.** Contractor shall be compensated in the amount of \$962,826.99 for all labor and materials required to construct the **Project**, as per the Specifications issued by the County identified as 14-11SA (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 17<sup>th</sup> day of **December, 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)

C-5

**RESOLUTION TO CONTRACT WITH SOUTH STATE, INC. FOR RESURFACING AND SAFETY IMPROVEMENTS ALONG BARNSBORO-BLACKWOOD ROAD IN THE TOWNSHIPS OF MANTUA AND DEPTFORD FOR \$964,593.07**

**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 "Proposed Resurfacing, Safety Improvements along Barnsboro-Blackwood Road, County Route 603 from County Bridge 4-J-8 to SH Route 55 overpass in the Townships of Mantua and Deptford, Gloucester County," Engineering Project #14-18SA (hereinafter the "Project"); and

**WHEREAS**, bids were publicly received and opened for the Project by the County on November 18, 2014; and

**WHEREAS**, after following proper public bidding procedure, it was determined that South State, Inc. (hereinafter "South State"), with an office address of P.O. Box 68, 202 Reeves Road, Bridgeton, NJ 08312, 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 \$964,593.07; and

**WHEREAS**, the County's Purchasing and Engineering Departments recommend award of a contract to South State for the Project; and the Contractor shall complete all work required for substantial completion of the Project within sixty (60) 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 \$964,593.07, pursuant to C.A.F. #14-10631, which amount shall be charged against budget line item C-04-14-013-165-13238.

**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 South State for the Project in the amount of NINE HUNDRED SIXTY-FOUR THOUSAND FIVE HUNDRED NINETY-THREE DOLLARS AND SEVEN CENTS (\$964,593.07), per the prices submitted in its bid, and contingent upon approval by the New Jersey Department of Transportation.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 17, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

C-5

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

Certificate of Availability of Funds

TREASURER'S NO. 14-10631 DATE November 18, 2014

C-04-14-013-165-13238 (\$964,593.07)

BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION \$964,593.07 COUNTY COUNSEL Emmett E. Primas, Esq.

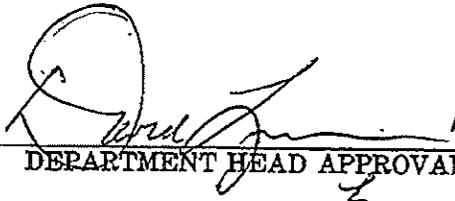
DESCRIPTION:

Construction Contract for the Engineering Project "Proposed Resurfacing, Safety Improvements along Barnsboro-Blackwood Road, County Route 603 from County Bridge 4-J-8 to SH Route 55 overpass in the Townships of Mantua and Deptford, Gloucester County," Engineering Project #14-18SA

VENDOR: South State, Inc.

ADDRESS: P.O. Box 68  
202 Reeves Road

Bridgeton, NJ 08312

 12/5/14  
DEPARTMENT HEAD APPROVAL

Vincent M. Voltaggio, P.E.  
County Engineer

APPROVED  \_\_\_\_\_  
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED \_\_\_\_\_

Meeting Date: December 17, 2014

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SUMMARY OF BIDS



SPECIFICATION NO. 14-185A

Office of the County Engineer  
 County of Gloucester  
 Proposed Resurfacing, Safety Improvements along Barnston-Blackwood Road, County Route 603  
 from County Bridge 4-1-8 to SH Route 55 overpass  
 in the Townships of Marlton and Deptford, Gloucester County  
 Engineering Project #14-185A

Bid Date: Wednesday April 30, 2014

Bid Time: 10:00 am

Item No.	Description	Approx. Quantity	Unit	Bidder 1 of 2		Bidder 2 of 2		Unit	Amount
				Price	Amount	Price	Amount		
1	Construction Layout	L.S.	L.S.	\$1,000.00	\$1,000.00	\$10,000.00	\$10,000.00		
2	Clearing Site	L.S.	L.S.	\$95,000.00	\$95,000.00	\$136,500.00	\$136,500.00		
3	Excavation, Unclassified	100	C.Y.	\$36.00	\$3,600.00	\$44.40	\$4,440.00		
4	HMA Milling, 2 1/2" and Variable	24,110	S.Y.	\$2.65	\$63,891.50	\$2.50	\$60,275.00		
5	Hot Mix Asphalt 12.5M, 76 Surface Course, 2 1/2" Thick	3,800	Ton	\$88.00	\$334,400.00	\$77.00	\$292,600.00		
6	Hot Mix Asphalt 9.5H64 Leveling Course	800	Ton	\$70.00	\$56,000.00	\$40.00	\$32,000.00		
7	Tack Coat	1,457	Gal.	\$0.01	\$14.57	\$5.50	\$8,013.50		
8	Polymerized Joint Adhesive	13,000	L.F.	\$0.01	\$130.00	\$0.35	\$4,550.00		
9	Dense Graded Aggregate Base Course, 6" Thick	260	S.Y.	\$10.00	\$2,500.00	\$0.01	\$2.50		
10	Hot Mix Asphalt 19M64 Base Course, 4" Thick	200	Ton	\$70.00	\$14,000.00	\$0.01	\$2.00		
11	Concrete Driveway, Reinforced, 6" Thick	150	S.Y.	\$60.00	\$12,000.00	\$110.00	\$16,500.00		
12	Hot Mix Asphalt Driveway, 2" Thick	200	S.Y.	\$25.00	\$5,000.00	\$75.00	\$15,000.00		
13	Bicycle Safe Grates	7	Unit	\$400.00	\$2,800.00	\$260.00	\$1,780.00		
14	Curb Piece	10	Unit	\$300.00	\$3,000.00	\$300.00	\$3,000.00		
15	9"x16" Concrete Vertical Curb	700	L.F.	\$26.00	\$18,200.00	\$45.00	\$31,500.00		
16	No Item				\$0.00		\$0.00		
17	Reset Existing Castings	5	Unit	\$10.00	\$50.00	\$400.00	\$2,000.00		
18	Reset Water Valve Boxes	10	Unit	\$5.00	\$50.00	\$20.00	\$200.00		
19	Reset Gas Valve Boxes	10	Unit	\$5.00	\$50.00	\$20.00	\$200.00		
20	Concrete Sidewalk, 4" Thick	100	S.Y.	\$90.00	\$9,000.00	\$55.00	\$5,500.00		
21	Detectable Warning Surface (Brick Pavers)	15	S.Y.	\$260.00	\$3,780.00	\$260.00	\$3,780.00		
22	Removal of Traffic Stripes	1,000	L.F.	\$0.75	\$750.00	\$0.79	\$790.00		
23	Traffic Markings, Thermoplastic	1,160	S.F.	\$3.30	\$3,795.00	\$2.50	\$2,875.00		
24	Traffic Stripes, Long-Life, Epoxy Resin, 4"	24,000	L.F.	\$0.29	\$6,960.00	\$0.28	\$6,720.00		
25	Regulatory, Warning and Guide Signs	370	S.F.	\$26.00	\$9,620.00	\$36.00	\$13,320.00		
26	Reflective U-Post Inserts	60	Unit	\$35.00	\$1,750.00	\$20.00	\$1,000.00		
27	No Item				\$0.00		\$0.00		
28	RPM, Bi-Directional, Amber Lens	125	Unit	\$27.00	\$3,375.00	\$24.00	\$3,000.00		
29	RPM, Bi-Directional, Blue Lens	5	Unit	\$27.00	\$135.00	\$24.00	\$120.00		
30	RPM, Bi-Directional, White Lens	20	Unit	\$27.00	\$540.00	\$24.00	\$480.00		
31	RPM, Bi-Directional, Red/White Lens	20	Unit	\$27.00	\$540.00	\$24.00	\$480.00		
32	Turf Repair Strip	8,500	L.F.	\$0.10	\$850.00	\$0.01	\$85.00		
33	Construction Signs	1,000	S.F.	\$0.01	\$10.00	\$8.25	\$8,250.00		
34	No Item				\$0.00		\$0.00		
35	Police Traffic Directors	800	M.H.	\$60.00	\$48,000.00	\$60.00	\$48,000.00		
36	Flashing Arrow Board, 4' x 8'	1	M.H.	\$1.00	\$1.00	\$180.00	\$180.00		
37	Traffic Control Truck With Mounted Crash Cushions	1	Unit	\$5,000.00	\$5,000.00	\$1,400.00	\$1,400.00		

SUMMARY OF BIDS



SPECIFICATION NO. 14-185A

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
38	No Item								
39	Drum	500	Unit	\$0.01	\$5.00	\$0.01	\$5.00		
40	Traffic Cone	500	Unit	\$0.01	\$5.00	\$0.01	\$5.00		
41	Breakaway Barricade	100	Unit	\$0.01	\$1.00	\$0.01	\$1.00		
42	Temporary Traffic Stripes	10,000	L.F.	\$0.18	\$1,800.00	\$0.17	\$1,700.00		
43	No Item				\$0.00		\$0.00		
44	Topsoiling, 4" Thick	250	S.Y.	\$10.00	\$2,500.00	\$0.01	\$2.50		
45	Fertilizing and Seeding, Type A-3	250	S.Y.	\$1.00	\$250.00	\$0.01	\$2.50		
46	Straw Mulching	250	S.Y.	\$0.01	\$2.50	\$0.01	\$2.50		
47	Asphalt Price Adjustment	L.S.	L.S.	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00		
48	Fuel Price Adjustment	L.S.	L.S.	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00		
49-99	No Item				\$0.00		\$0.00		
100	2 1/2" Rigid Metal Conduit	100	L.F.	\$28.00	\$2,800.00	\$28.00	\$2,800.00		
101	3" Rigid Metallic Conduit	500	L.F.	\$42.00	\$21,000.00	\$42.00	\$21,000.00		
102	18" x 36" Junction Box	10	Unit	\$1,900.00	\$19,000.00	\$1,870.00	\$18,700.00		
103	Foundation, Type SFT	2	Unit	\$1,550.00	\$3,100.00	\$1,550.00	\$3,100.00		
104	Foundation, Type SFK	6	Unit	\$1,750.00	\$10,500.00	\$1,750.00	\$10,500.00		
105	Foundation, Type P - MC	2	Unit	\$2,400.00	\$4,800.00	\$2,400.00	\$4,800.00		
106	Meter Cabinet, Type T	2	Unit	\$2,350.00	\$4,700.00	\$2,350.00	\$4,720.00		
107	Ground Wire, No. 8 AWG	650	Unit	\$0.65	\$422.50	\$0.65	\$422.50		
108	Service Wire, No. 6 AWG	500	L.F.	\$1.85	\$925.00	\$1.85	\$925.00		
109	Controller Assemblies, 8 Phase with Power Inverter and Battery Backup System	1	Unit	\$32,000.00	\$32,000.00	\$31,850.00	\$31,850.00		
110	Traffic Signal Standard, Aluminum	14	Unit	\$1,700.00	\$23,800.00	\$1,650.00	\$23,660.00		
111	Traffic Signal Mast Arm, Aluminum	6	Unit	\$1,770.00	\$10,620.00	\$1,770.00	\$10,620.00		
112	Traffic Signal Cable, 5 Conductor	1,100	L.F.	\$1.50	\$1,650.00	\$1.52	\$1,672.00		
113	Traffic Signal Head	18	Unit	\$810.00	\$14,580.00	\$811.00	\$14,598.00		
114	Pedestrian Signal Head	4	Unit	\$785.00	\$3,140.00	\$783.00	\$3,132.00		
115	Pedestrian Push Button w/R10-3a Decal	4	Unit	\$550.00	\$2,200.00	\$552.00	\$2,208.00		
116	Image Detector	3	Unit	\$5,100.00	\$15,300.00	\$5,070.00	\$15,210.00		
117	Controller Turn On	2	Unit	\$2,530.00	\$5,060.00	\$2,530.00	\$5,060.00		
118	Traffic Signal Cable, 7 Conductor	700	L.F.	\$2.10	\$1,470.00	\$2.09	\$1,463.00		
119	Solar Panel Array	8	Unit	\$3,650.00	\$29,200.00	\$3,670.00	\$29,360.00		
120	Overhead Mast Arm Sign	5	Unit	\$600.00	\$3,000.00	\$650.00	\$4,250.00		
121	4" Rigid Metallic Conduit	200	Unit	\$68.00	\$13,600.00	\$68.00	\$13,600.00		
122	Controller Assemblies, Flasher Panel w/Power Inverter & Battery Back Up	1	Unit	\$24,000.00	\$24,000.00	\$23,800.00	\$23,800.00		
				Total Bid*	\$964,593.07	Total Bid	\$971,652.00		
				Math Error Line Item Sub-Totals #7					
				(\$0.10), 17 (\$10.00), 21 (\$250.00),					
				28 (\$27.00) & 29 (\$27.00)					
				Actual Total Bid \$314,110 less than		Actual Total Bid \$200,000 less than			
				submitted amount shown on bid		submitted amount shown on bid			

bidder 1 of 2  
 South Side, Inc.  
 202 Reeves Road, PO Box 68  
 Bridgeton, NJ 08302  
 Chester J. Olinger, Jr. - President  
 bjoyn@southsideinc.com  
 p 856-451-5300 f 856-455-3461

bidder 2 of 2  
 R.E. Pierson Construction Co., Inc.  
 426 Swarthmore Rd, Pilesgrove, 08078  
 P.O. Box 430, Woodstown, NJ 08098  
 Cheri M. Coles - Asst. Secretary  
 info@rpierson.com  
 p 856-769-8244 f 856-769-5630

*[Signature]*  
 Vincent M. Voltaggio, P.E.  
 Gloucester County Planning  
 date 11-21-14

C-5

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

**THIS CONTRACT** is made effective this 17<sup>th</sup> day of **December 2014**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **SOUTH STATE, INC.**, a New Jersey Corporation, with offices at PO Box 68, 202 Reeves Road, Bridgeton, NJ 08302, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for all labor and materials required concerning the construction of the "Proposed Resurfacing, Safety Improvements along Barnsboro-Blackwood Road, County Route 603 from County Bridge 4-J-8 to SH Route 55 overpass in the Townships of Mantua and Deptford, Gloucester County," Engineering Project #14-18SA (hereinafter the "Project"); and

**WHEREAS**, Contractor represents that it is qualified to perform said services by providing all labor and materials necessary for the Project, and desires to so perform pursuant to the terms and provisions of this Contract.

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

**TERMS OF AGREEMENT**

1. **COMMENCEMENT OF SERVICES**. Contractor shall commence services for the Project upon the County issuing a written Notice to Proceed to the Contractor; and the Contractor shall complete all work required for substantial completion of the Project within sixty (60) calendar days after the issuance of the Notice to Proceed.

2. **COMPENSATION**. Contractor shall be compensated in the amount of **\$964,593.07** for all labor and materials required to construct the **Project**, as per the Specifications issued by the County identified as **14-18SA** (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 17<sup>th</sup> day of **December, 2014.**

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**SOUTH STATE, INC.**

\_\_\_\_\_  
**By:** \_\_\_\_\_

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

E-1

**RESOLUTION AUTHORIZING EXECUTION OF A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES DIVISION OF YOUTH AND FAMILY SERVICES FOR THE 2015 HUMAN SERVICES PLANNING GRANT, FOR A GRANT AMOUNT NOT TO EXCEED \$73,704.00, WITH THE STATE'S SHARE BEING \$67,004.00 AND THE COUNTY SHARE BEING \$6,700.00**

**WHEREAS**, the Gloucester County Board of Chosen Freeholders desires to provide four separate programs consisting of support to the Human Services Advisory Council (HSAC) and provide administrative support to the Commission on Missing and Abused Children. In addition, it provides support to a joint effort between the G.C. Department of Health and Senior Services and the G.C. Department of Human Serves for the "Prevention of Adolescent Pregnancy Program"; and

**WHEREAS**, the County is eligible to receive a total amount of \$73,704.00 (\$67,004.00 State Share and \$6,700.00 County Share), from January 1, 2015 to December 31, 2015 under the "2015 Human Services Planning Grant" from the New Jersey Department of Children and Families, Division of Youth and Family Services; and

**WHEREAS**, any funding by the County of Gloucester is contingent on approval of the 2015 Gloucester County budget.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the application and Grant Agreement for the "FY2015 Human Services Planning Grant" from the New Jersey Department of Children and Families, Division of Youth and Family Services, in the total amount of \$73,704.00 (\$67,004.00 State share and \$6,700.00 County share ), from January 1, 2015 to December 31, 2015 and if any additional funding is awarded due to the failure of any other eligible counties, all such additional funding will be used only for a program providing support to the HSAC and for support of the Commission on Abused and Missing Children and the Prevention of Adolescent Pregnancy Program.

**BE IT FURTHER RESOLVED** that the Gloucester County Department of Human Services is responsible for the grant implementation; and

**BE IT FURTHER RESOLVED** that the County of Gloucester will submit to the New Jersey Department of Children and Families, Division of Youth and Family Services, an application with any and all documents to effectuate the "FY2015 Human Services Planning Grant".

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 17, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**



NOV 26 2014

BOARD OF  
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR  
Robert M. Damming

FREEHOLDER LIAISON  
Adam Taliaferro



DEPARTMENT OF HUMAN  
SERVICES

DIRECTOR  
Lisa A. Cerny

P.O. Box 337  
Woodbury, NJ 08096

Phone: 856.384.6870

Fax: 856.384.0207

[lcerny@co.gloucester.nj.us](mailto:lcerny@co.gloucester.nj.us)

[www.gloucestercountynj.gov](http://www.gloucestercountynj.gov)

TO: Mike Burke  
TREASURER'S OFFICE

FROM: LISA CERNY, GRANTS COORDINATOR  
DEPARTMENT OF HUMAN SERVICES

- FOR YOUR INFORMATION
- GRANT REQUEST FORM (APPLICATION)
- HOLD FOR TRAP  BUDGET AMENDMENT FORM
- SIGNED CONTRACT
- COMMITMENT LETTER
- BUDGET PAGE
- AMENDED BUDGET PAGE
- GRANT AWARD NOTICE
- PAYMENT SCHEDULE
- CERTIFICATION LETTER
- BUDGET TRANSFER FOR MATCHING FUNDS

DATE SENT: November 26, 2014

FROM: Lisa A. Cerny

JOANNE SCHNEIDER, HUMAN RESOURCES \_\_\_\_\_  
PETE MERCANTI, PURCHASING AGENT \_\_\_\_\_  
WILLIAM TAYLOR, DATA MANAGEMENT DIRECTOR \_\_\_\_\_

E-1

### 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: 11/17/14

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

2. GRANT TITLE: Human Services Planning Grant

3. GRANT TERM: FROM: 01/01/15 TO: 12/31/15

4. COUNTY DEPARTMENT: Human Services

5. DEPT. CONTACT PERSON & PHONE NUMBER: Calvin McFarland 384-6878

6. NAME OF FUNDING AGENCY: NJ Dept. of Children and Families

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): This funding provides partial staffing to assist the Human Services Advisory Council in human services planning, resources allocation, contract monitoring, expenditure reporting and homelessness prevention planning.

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

NAME	AMOUNT	NAME	AMOUNT
<u>Calvin D. McFarland Jr.</u>	<u>\$26,650</u>		
<u>DonnaCucetta</u>	<u>\$36,120</u>		

9. TOTAL SALARY CHARGED TO GRANT: \$ 62,770

10. INDIRECT COST (IC) RATE: 15.77 %

11. IC CHARGED TO GRANT \$ 0

12. FRINGE BENEFIT RATE CHARGED TO GRANT: 0 %

13. DATE APPLICATION DUE TO GRANTOR Dec 1, 2014

2015 GLOUCESTER COUNTY BUDGET  
OTHER EXPENSE REQUEST EXPLANATIONS

2015 Budget  
Human Services Planning Grant

101	Salaries & Wages	\$62,770
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Department \_\_\_\_\_

Form C-2  
Department Code \_\_\_\_\_  
Submission Date \_\_\_\_\_  
Revision Date \_\_\_\_\_



State of New Jersey

DEPARTMENT OF CHILDREN AND FAMILIES  
Division of Child Protection and Permanency  
Southern Business Office  
5218 Atlantic Avenue, Suite 204  
Mays Landing, NJ 08330  
(609) 625-4913

CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lt. Governor*

ALLISON BLAKE, PH.D., L.S.W.  
*Commissioner*

September 24, 2014

Ms. Lisa Cerny, Director  
Gloucester County Department of Human Services  
115 Budd Boulevard  
Route 45 & Budd Boulevard  
Woodbury, NJ 08096

Re: Contract Number 15ANHS

Dear Ms. Cerny:

Enclosed is a new contract package that includes enclosed forms and/or mechanisms to obtain the Standard Language Agreement, Annex A and B and/or B-2, Schedule of Estimated Claims, Donor Agreement(s), Contract Renewal Checklist, Business Associate Agreement, Affirmative Action Forms.

State Law (PL2001, c.134) requires that all contractors and sub-contractors with state, county and municipal agencies provide proof of registration with the Department of Treasury, Division of Revenue. Please include proof of your business registration with your package. Information regarding proof of registration can be found at [www.state.nj.us/treasury/revenue/proofreg.htm](http://www.state.nj.us/treasury/revenue/proofreg.htm).

If applicable to your contract, included with this contract renewal is a copy of the Business Associates Agreement. Under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Office of Children's Services, as a covered entity, is required to establish a formal Business Associates Agreement with contract providers who share or disclose protected health information. Please sign and return the Business Associate Agreement with your contract renewal package.

Information Memorandum P91-2 explains necessary documentation for affirmative action compliance. Information Memorandum P91-2 can be viewed at [www.state.nj.us/humanservices/ocpm/policies/Information%20Memoranda/IM%20P91-2.pdf](http://www.state.nj.us/humanservices/ocpm/policies/Information%20Memoranda/IM%20P91-2.pdf) Prior to awarding any social services contract, the Department of Children and Families must ensure that all contract renewal packages include copies of at least one of the following affirmative action documents:

- \* A Federal Affirmative Action Plan approval – Which is a valid letter from the Office of Federal Contract Compliance Programs. Include a photo copy in the contract renewal or
- \* A Certificate of Employee Information Report – This is a certificate from the State Treasurer's Office. Include a photocopy in the contract renewal or
- \* An Affirmative Action Employee Information Report, Form AA-302 This form can be found at [www.state.nj.us/treasury/contract\\_compliance/pdf/aa302.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302.pdf). The instructions for the AA302 can be found at [www.state.nj.us/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf). The original forms should be submitted to the Division of Contract Compliance & Equal Employment Opportunity. Include a photocopy in the contract renewal.

In the event that your contract may require future modifications, the Department of Children and Families Policy Circular P1.10 covering such modifications can be found at [http://www.state.nj.us/humanservices/ocpm/contract\\_manuals.htm](http://www.state.nj.us/humanservices/ocpm/contract_manuals.htm), the site of the policy manuals.

Please complete the renewal forms and return all requested material to me on or before November 10, 2013. Please be mindful that funding cannot be released until each and every contract document is executed. Therefore, you should endeavor to submit all the required renewal package documents in a timely manner. If you anticipate your renewal will be late, be certain to contact me immediately.

If you have any questions concerning this renewal, please contact me at (609) 625-4913 extension 3031.

Sincerely,

Danielle L. Weinberg-Williams  
Contract Administrator  
Southern Business Office

Enclosures

DEPARTMENT OF CHILDREN AND FAMILIES  
 SCHEDULE OF ESTIMATED CLAIMS  
 THIRD PARTY CONTRACTS

ORIGINAL  
 MOD#

DIVISION: DCPP ORG CODE: 1610 CONTRACT NO.: 15ANH5 CONTRACT PERIOD: January 1, 2015 TO December 31, 2015  
 PROVIDER NAME: Gloucester County DHS/HSAC

SERVICE PERIOD MONTH/YEAR	COMPONENT #1	COMPONENT #2	COMPONENT #7	COMPONENT #	COMPONENT #	COMPONENT #	ESTIMATED CLAIM	
	HSAC APU:	Abused Missing Child APU:	APCO APU:	(ENTER Program Name) APU:	(ENTER Program Name) APU:	(ENTER Program Name) APU:	MONTHLY	YTD
January-14	\$5,231.00	\$270.00	\$83.00				\$5,584.00	\$5,584.00
February-14	\$5,231.00	\$270.00	\$83.00				\$5,584.00	\$11,168.00
March-14	\$5,231.00	\$270.00	\$83.00				\$5,584.00	\$16,752.00
April-14	\$5,231.00	\$270.00	\$83.00				\$5,584.00	\$22,336.00
May-14	\$5,231.00	\$270.00	\$83.00				\$5,584.00	\$27,920.00
June-14	\$5,231.00	\$270.00	\$83.00				\$5,584.00	\$33,504.00
July-14	\$5,231.00	\$270.00	\$83.00				\$5,584.00	\$39,088.00
August-14	\$5,231.00	\$270.00	\$83.00				\$5,584.00	\$44,672.00
September-14	\$5,231.00	\$270.00	\$83.00				\$5,584.00	\$50,256.00
October-14	\$5,231.00	\$270.00	\$83.00				\$5,584.00	\$55,840.00
November-14	\$5,231.00	\$270.00	\$83.00				\$5,584.00	\$61,424.00
December-14	\$5,229.00	\$264.00	\$67.00				\$5,580.00	\$67,004.00
TOTALS	\$62,770.00	\$3,234.00	\$1,000.00				\$67,004.00	\$67,004.00

ORIGINAL CONTRACT CEILING \$67,004.00 MOD#1          MOD#2          MOD#3          MOD#4         

AUTHORIZED PROVIDER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

CONTRACT SUPERVISOR SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

EXPENDITURE SUMMARY:  NONE  MONTHLY  QUARTERLY  OTHER  
 COST RELATED  NON COST RELATED ADVANCE PAYMENT:  NONE  MONTHLY

REIMBURSEMENT:  PERIODIC REPORTED EXPENDITURES REIMBURSABLE CONTRACT CEILING: \$97,004.00  
 INSTALLMENTS  
 PROVISIONAL  
 FIXED RATE  
 FY: \_\_\_\_\_ AMOUNT: \_\_\_\_\_ FY: \_\_\_\_\_ AMOUNT: \_\_\_\_\_

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

# ANNEX A

I. Please indicate which Division/Office the Contract is being awarded through:

- DIVISION OF CHILDREN'S SYSTEM OF CARE (formerly DCBHS)
- DIVISION OF FAMILY AND COMMUNITY PARTNERSHIPS (formerly DPCP)
- DIVISION OF CHILD PROTECTION AND PERMANENCY (formerly DYFS)
- DIVISION ON WOMEN (DOW)
- TRAINING ACADEMY
- OFFICE OF COMMUNICATION AND PUBLIC AFFAIRS
- OFFICE OF EDUCATION
- OFFICE OF ADOLESCENT SERVICES

II. Please list all programs that are funded through this contract (attach sheet if more than 20 programs):

- |  |           |
|--|-----------|
| 1. <u>Human Services Planning Grant</u>            | 11. _____ |
| 2. <u>Commission On Missing And Abuse Children</u> | 12. _____ |
| 3. <u>Pregnancy Prevntion</u>                      | 13. _____ |
| 4. _____   | 14. _____ |
| 5. _____   | 15. _____ |
| 6. _____   | 16. _____ |
| 7. _____   | 17. _____ |
| 8. _____   | 18. _____ |
| 9. _____   | 19. _____ |
| 10. _____  | 20. _____ |

**Note:** Each program must have its own Section 2 which includes the following:

- Section 2.1 Program Name and Service Delivery Information**  
*(Please Note: Effective 9/2011 this section of the Annex A has been removed from the package to facilitate the DCF Resource Directory. This section of the Annex A will be provided to you for completion by DCF Contract Administrators.)*
- Section 2.2 Program Description**
- Section 2.3 Performance Outcomes**
- Section 2.4 Personnel Information Sheet**
- Section 2.5 Level of Service Form**

GENERAL  
CONTRACT  
INFORMATION

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

CONTRACT SUMMARY SHEET

**Provider Agency** G.C. Board Of Chosen Freeholders **Contract #** 15ANHS  
**Mailing Address** P.O. Box 337 **Federal ID** 21-6000660  
Woodbury, New Jersey  
08096  
**Telephone Number** 856 - 853 -3391  
**Provider Agency Fiscal Year End** 12/31/2015

**Contract Effective Date** 01/01/2015 to 12/31/2015 **Contract Ceiling** \$67,004

**Organization Type** County   
Municipal (i.e. School)   
Private, Non-Profit   
Private, For-Profit  % Indicate % of profit charged towards contract  
Faith-Based   
Hospital-Based

**Chief Executive Officer** Robert M. Damminger  
**Title** Freeholder Director  
**Mailing Address** P.O. Box 337  
Woodbury, New Jersey  
08096  
**Telephone Number** 856 - 853 -3390  
**Fax Number** 856 - 853 -853  
**E-Mail Address** rdammiger@co.gloucester.nj.us

**All notices relevant to this contract should be sent to:**

**Name & Title** Lisa A Cerny, Director.  
**Mailing Address** 115 Budd Boulevard  
Route 45& Budd Boulevard  
Woodbury, New Jersey  
**Telephone Number** 856 - 384 -6870  
**Fax Number** 856 - 384 -0207  
**E-Mail Address** lcerny@co.gloucester.nj.us

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES**

**INSTRUCTIONS FOR COMPLETING THE CONTRACT PACKAGE**

The Annex A is an important part of your contract because it explains your program and emphasizes the improvements you and your staff are trying to make in the lives of your customers. In addition, it serves as the basis for evaluation and planning.

It is in our mutual interest to have an Annex A that clearly and concisely communicates key information about your program.

The Annex A and Annex B / Annex B2 must be consistent in the information presented.

Do not include organizational tabs, dividers or separation sheets.

Refer to the renewal/award letter for any additional documents and information required to complete the Annex A.

Enter the contract identification number assigned to your contract in the Award or Renewal Letter where requested.

**Contract Summary Sheet**

**Provider Agency:** Enter the legal name of the Managing Agency. This is the name that will identify your contract on all correspondence and reporting documents.

**Contract Number:** Enter the Contract Number as stated in the contract Award or Renewal Letter.

**Mailing Address:** Enter the mailing address of the Managing Agency

**Federal Identification Number:** Enter the Federal Identification Number assigned to the Managing Agency.

**Telephone Number:** Enter the area code and telephone number of the Managing Agency.

**Provider Agency Fiscal Year:** Enter the provider agency's fiscal year.

**Contract Effective Dates:** Enter the contract start and end dates as indicated in the Renewal Letter.

**Contract Ceiling:** Enter the dollar amount of the contract ceiling as stated in the Renewal Letter.

**Organization Type:** Check the type of organization entering into the contract.

**Chief Executive Officer:** Enter the name of the person responsible for all contract operations as designated by a resolution of the governing body.

**Title:** Enter the title of the Chief Executive Officer of the Managing Agency.

Enter the mailing address, telephone number, fax number, and e-mail address of the Chief Executive Officer of the Managing Agency.

**All notices relevant to this contract should be sent to:** Enter the name, title, mailing address, area code and telephone number, fax number and e-mail address of the person identified at the Managing Agency to receive contract materials

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES  
REQUIRED CONTRACT DOCUMENTS CHECKLIST**

**CONTRACT ADMINISTRATOR:** Danielle Weinberg-Williams  
**NAME OF AGENCY:** G.C.Board Of Chosen Freeholders

**CONTRACT NUMBER:** 15ANHS  
**CONTRACT PERIOD:** 01/01/2015 TO 12/31/2015

The checklist must be completed and returned with all documents prior to contract approval. Specificity as it relates to number of copies and any additional Division/Office documentation to be submitted will be forwarded with the renewal/award letter by your Contract Administrator. Forms that are not included in the following pages, can be found by accessing the website at [www.nj.gov/def](http://www.nj.gov/def) and clicking on the link to 'Contract and RFP Information'.

	Document	Required with first Contract and as Amended	Required Annually and as Amended	Required on-site	Check if submitted with package
<b>1. Contract Documents</b>					
A.	Standard Language Document with original signature (additional copies requested must also have original signature) (DCF P2.01)		3 signature pages		<input type="checkbox"/>
B.	Annex A (includes Section 2 for each program funded) (DCF P3.52)		•		<input type="checkbox"/>
C.	Annex B – Budget Form (Expense Summary, Detail and Schedules 1- 6) or Annex B-2 (DCF.CRM 5.2 and 5.3)		•		<input type="checkbox"/>
D.	Schedule of Estimated Claims, if applicable		3 signature pages		<input type="checkbox"/>
E.	Public Law 2005, Chapter 92 (formerly known as Executive Order 129) Source Disclosure Certification Form		•		<input type="checkbox"/>
F.	Federal Funding Accountability and Transparency Act (FFATA) of 2006 Contractor Compliance Registration (CCR) Attestation Form (regarding DUNS number)	•			<input type="checkbox"/>
G.	Renewal printout from the Central Contractor Registry (CCR) website ( <a href="http://www.bpn.gov/ccr/default.aspx">www.bpn.gov/ccr/default.aspx</a> )		•		<input type="checkbox"/>
<b>2. Agreements</b>					
H.	Subcontract/Consultant Agreement(s) (related to DCF Contracts)		•		<input type="checkbox"/>
I.	Private/Public Donor Agreement (s) for Match Responsibilities (DCF. P6.01)		•		<input type="checkbox"/>
J.	HIPAA Business Associate Agreement (DCF P1.06)		•		<input type="checkbox"/>
K.	A copy of the Acknowledgement of Receipt of the New Jersey State Policy and Procedures returned to the DCF Office of the EEO/AA (DCF.P8.10)		•		<input type="checkbox"/>
<b>3. Insurances/Licenses/Certificates</b>					
L.	Liability Insurance Declaration Page and/or Malpractice Insurance		•		<input type="checkbox"/>
M.	Bonding Certificate		•		<input type="checkbox"/>
N.	Applicable Licenses (professional license related to job responsibilities)		•	•	<input type="checkbox"/>
O.	Current Affirmative Action Certificate or copy of renewal application sent to Treasury (AA302 – Affirmative Action Employee Information Report)		•		<input type="checkbox"/>
P.	Health/Fire Certificates	•		•	<input type="checkbox"/>
Q.	Certificate of Occupancy or Continued Certificate of Occupancy	•			<input type="checkbox"/>
R.	Lease or Mortgage	•			<input type="checkbox"/>
S.	Certificate of Incorporation	•			<input type="checkbox"/>
T.	New Jersey Business Registration Certificate with the Division of Revenue (Public Law	•			<input type="checkbox"/>

2001, Chapter 134) (DCF.P2.01)				
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Rev.7/1/2012

	Document	Required with first Contract and as amended	Required Annually and as amended	Required on-site	Check if submitted with package
<b>4. Documents Required for Non Profit Agencies and as applicable for Profit Agencies</b>					
U.	Dated List of Names, Titles, Addresses, and Terms of Board of Directors		•		<input type="checkbox"/>
V.	Copy of the most recently approved Board Minutes			•	<input type="checkbox"/>
W.	Agency By-Laws	•			<input type="checkbox"/>
X.	Tax Exempt Certification	•			<input type="checkbox"/>
Y.	Form 990 – Return of Organization Exempt From Income Tax		•		<input type="checkbox"/>
<b>5. Documents Required for Profit Agencies only</b>					
Z.	U.S. Corporation Income Tax Return, Form 1120		•		<input type="checkbox"/>
AA.	Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions (formerly known as Executive Order 134) and copy of NJ Business Registration Certificate		bi-annual		<input type="checkbox"/>
BB.	Ownership Disclosure Form	•			<input type="checkbox"/>
<b>6. Agency Policies and Organizational Information</b>					
CC.	Organizational Chart		•		<input type="checkbox"/>
DD.	Personnel Manual (including job descriptions of staff) and Employee Handbook			•	<input type="checkbox"/>
EE.	Affirmative Action Policy/Plan			•	<input type="checkbox"/>
FF.	Conflict of Interest Policy and Attestation Form (DCF.P8.05)			•	<input type="checkbox"/>
GG.	Procurement Policy (DCF.CRM 2.3)			•	<input type="checkbox"/>
HH.	Equipment Inventory (items purchased with DCF funds) (DCF.P4.05)		•		<input type="checkbox"/>
<b>7. Audit</b>					
II.	Notification of Licensed Public Accountant (NLPA) - include copy of Accountant's Certification (DCF.P7.06)		•		<input type="checkbox"/>
JJ.	Copy of Audit (DCF.P7.06)		•		<input type="checkbox"/>
<b>8. Other Supporting Documents</b>					
KK.	Annual Report to Secretary of State (DCF.P1.04)		•		<input type="checkbox"/>
LL.	Annual Report – Charitable Organizations (DCF.P1.03)		•		<input type="checkbox"/>
MM.	ACH – Credit authorization for automatic deposits (for new requests only)	•			<input type="checkbox"/>
NN.	W-9 Form (for new Agencies only)	•			<input type="checkbox"/>
<b>9. Additional Division/Office Specific Forms</b>					
1.	Division of Children's System of Care (formerly DCBHS) Budget Narrative or Annex B (if applicable)		•		<input type="checkbox"/>
2.					<input type="checkbox"/>
3.					<input type="checkbox"/>
4.					<input type="checkbox"/>

**The contracted agency agrees to submit, to the DCF Contract Administrator, any and all changes regarding the information presented in these documents during the term of the contract. All documents should be current and reflect the approval of the agency's Board of Directors, when applicable.**

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES  
STANDARDIZED BOARD RESOLUTION FORM**

**Supporting Information for Contract #:** 15ANHS

**Contract Period:** 01/01/2015 to 12/31/2015

**Agency:** G.C. Board Of Chosen Freeholders

**Certification:**

We certify that the information contained in, or attached to, this contract document is accurate and complete.

\_\_\_\_\_  
**Chair, Board of Directors**  
(Original signature)

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Executive Director**  
(Original signature)

\_\_\_\_\_  
**Date**

**Please List Authorized Signatories for contract documents, checks, and invoices:**  
(List full name and title)

Pete Mercanti  
**Name**

Purchasing Agent  
**Title**

Gary Schwarz  
**Name**

Treasurer  
**Title**

Robert M. Damminger  
**Name**

Freeholder Director  
**Title**

## STANDARDIZED BOARD RESOLUTION FORM

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 one):

- A. A covered entity (as defined in 45 CFR 160.103)
- B. A non-covered entity and has executed a DCF Business Associate Agreement (BAA) last dated \_\_\_\_\_.
- C. A non-covered entity that will not be receiving or sharing personal health information.

Once executed, the BAA will be included in the Department'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 to notify the Department of *any change* in its BAA Status and provide the appropriate information within 10 business days.

\* **NOTE:** This section does not apply to DCF Office of Education Contracts.

### 2. Legal Advice

The Board acknowledges that the Department of Children and Families does not and will not provide legal advice regarding the contract or any facet of its relationship with 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 Children and Families.

### 3. Public Law 2005, Chapter 51

The Board agrees that the Public Law 2005, Chapter 51 (formerly known as Executive Order 134) compliance forms submitted with the contract are accurate.

### 4. Public Law 2005, Chapter 92

The Board agrees that the Public Law 2005, Chapter 92 (formerly known as Executive Order #129) compliance forms submitted with the contract are accurate.



# SECTION 1

## AGENCY INFORMATION

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

SECTION 1

Agency Information Instructions

**Section 1.1: Authorized Signatures**

**Name and Position:** Enter the name and position of the person(s) authorized to sign or be responsible for each transaction listed.

**Number of Signatures Required:** Enter the number of signatures required for each transaction. Those documents that require a specific number have already been entered.

**Section 1.2: Agency/Organization Description**

Answer and clearly label all questions as outlined.

**Section 1.3: Agency Personnel Information**

List core staff whose functions and responsibilities extend across the various contracted programs (i.e. Administrative Staff, CFO, CEO, Clinical Director). Staff listed in this section need not be included in Section 2.4 (each program will require listing of personnel dedicated to the identified program).

*Example: If agency is contracted for 5 programs, and a social worker works in all of these programs, list this person on the core agency personnel sheet (Section 1.3). If the social worker works in only four out of the five programs, do not include this person on the core agency personnel sheet. This staff person will be listed on each of the four relevant program personnel sheets (Section 2.4) which is part of Section 2.*

Column 1: List full-time and part-time positions funded. List the title of each full-time and part-time position in your agency. Do not include maintenance staff.

Columns 2 through 5: Complete the remainder of the form by listing for each position, in the appropriate column, the following information:

- Name of employee
- Work hours
- Qualifications, including any degrees, licenses, certificates, etc. that the employee possesses and which are pertinent to his/her position; and
- The functional job duties of the employee

**Note:** Staff listed on the personnel information forms (Section 1.3 and Section 2.4) must also be represented on the Annex B budget presentation, when applicable.

Contract Number: 15ANHS

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES**

**Annex A  
AUTHORIZED SIGNATURES  
Section 1.1**

List the names and positions of individuals who are authorized to sign the following documents and indicate the number of persons who are required to sign each transaction.

	Name	Position	# of Signatures Required
Contract	1 Robert Damminger	Freeholder Director	1
	2		
	3		
Quarterly and Final Financial Reports	1 Gary Schwarz	Treasurer	1
	2 Lisa A. Cerny	G.C. Dept. Of Human Services Dir.	
	3		
Contract Modification	1 Robert M. Damminger	Freeholder Director	1
	2		
	3		
Checks	1 Gary Schwarz	Treasurer	
	2		
	3		
Other Contracts and Agreements	1		
	2		
	3		

Submitted by:

Primary Signatory: Robert M. Damminger Title: Freeholder Director

Original Signature: \_\_\_\_\_ Date: \_\_\_\_\_

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A  
AGENCY/ORGANIZATION DESCRIPTION  
Section 1.2

Complete a 1-2 page summary of the organization and its history. Clearly label your answers as outlined below.

1. Summarize the agency's purpose and mission.
  - Indicate long and short term goals
  - Identify the agency's method for goal measurement

The Gloucester County Human Services Advisory Council (HSAC) serves in an advisory capacity to the Board of Chosen Freeholders (who appoint its members) and to the New Jersey Department of Children and Families. The advice provided by the HSAC centers around issues relating to planning, development, resource allocation, coordination and the monitoring of human service needs in the county.

In order to fulfill the advisory role to the County and State governments, the HSAC has outlined the following objectives:

- A. Improve Administrative and Service Efficiency
  1. Continue the use and the implementation of performance standards in the Management Assistance Program, reviewing all purchase of service contracts.
  2. Based on local needs and available resources, influence the use of dollars and said resources to provide the best quality of services possible.
  3. Review and comment on human service proposals, attempting to fill gaps in service and promote new and/or innovative services approaches.
  4. Use comprehensive planning as a management tool to develop resource allocation plans designed to improve service delivery.
- B. Improved Relationship with the State
  1. Improved communication and coordination related to planning, review, policy setting and evaluation.

2. Work with the NJ Department of Children and Families to clarify the respective roles of County and State with respect to planning, policy setting and evaluation.
3. Encourage citizen's participation in planning for health and human services in the public/private sectors.

C. Protection of vulnerable and Disabled Populations

1. Address the problems of child abuse and missing within Gloucester County through the following activities:
  - a) Arrange education programs for parents and children.
  - b) Provide information concerning the available services in the County and State.
  - c) Coordinate the provision of services and programs concerning child abuse and missing children offered in Gloucester and neighboring counties.
2. Consistent with State target population and service policies, local human service representatives will identify the most needy/disabled populations and the most essential services within the County.
3. To facilitate the development of specialized services that define present and future agency roles and responsibilities for serving vulnerable target populations and high priority target problems.

**2. Describe the agency's progress toward achieving administrative goals from the previous year. Elaborate upon any administrative, programmatic, or fiscal changes from the previous contract period.**

The Gloucester County HSAC will work toward achieving its goals and responsibilities thru its establishment of the following council objectives:

A. Comprehensive Planning

1. Develop, implement and update the comprehensive Human Services plans pursuant to the guidelines issued by the NJ Department of Children.

2. Thru the County Homeless Continuum of Care System oversee the development, implementation and update in accordance with the guidelines and timetables issued by the NJ Departments of Human Services and Community Affairs.
3. Facilitate and participate in planning process regarding the impact of Federal Block Grant policies on State-funded human services in accordance with guidelines issued by the NJ Department of Children.
4. Review and comment on information regarding the State of NJ budget as requested by the NJ Department of Children and Families.

B. Allocation of Resources

1. Through a County based process, develop plans for those funding streams that are designated to go through the Human Services Advisory Council by the NJ Department of Children and Families or its Divisions.

C. Review of Contracts

1. Participate in the annual review of local NJDCF contracts and site reviews of funded agencies, as requested and provide recommendations for their contract renewal or modifications. Participate in the mediation of correction or technical assistance by NJDCF or its Divisions. Follow-up on plan implementation as needed.

**3. Describe the Agency's self-evaluation process.**

- **Identify the tools used**
- **Explain their function in the quality improvement process**
- **Summarize the results of the evaluation from the previous contract period and the changes the agency implemented in response to the findings**

The Gloucester County HSAC will submit a quarterly narrative report which will provide descriptions of activities in comprehensive planning, resource allocation, SSBG contract review and other special initiative/activities up by the HSAC.

Agency/Organization Description continued

The G.C. HSAC will self-evaluate this contract based on Levels of Service (LOS) outlined below as well as information contained on the quarterly narrative reports.

Levels of Service

A. Planning

1. Review, comment and inform the community about information regarding the State/Federal budgets as requested by the NJ Department of Children and Families.
2. If necessary provide an update on implementation of County Priority Populations Plan to NJDCF by July 1 and December 31, 2012.
3. County Homeless Planning: Continue to develop service and funding priorities for Social Services for the Homeless funding based on the assessment and review of services needs and programs recommended by Council.
4. Educate agencies, consumers, and the general community, on the Department's initiatives in the community.
5. Participate in the development of the reauthorization of N.J.A.C. 10:2 State Regulations.

B. Resource Allocation

Develop, submit and implementation plans for program development or funding reallocations or efficiencies as requested by the State of NJ Departments or their Divisions, or as deemed necessary by the county in coordination with NJDCF and in accordance with the N.J. Administrative Code 10:2(b)

C. Resource Information

Ensure availability, accessibility and periodic updates of a comprehensive human directory of programs and services for residents of the county. This may include electronic documents, websites, pamphlets, flyers, etc.

D. Contract Review

Participate in the annual review of local NJDCF contracts and site reviews of funded agencies, as requested and provide recommended for their contract renewal or modification. Participation in the mediation of correction or technical assistance by the NJDCF or its Division, Follow up on plan implementation as needed.

**4. Provide a brief description of the agency's most significant accomplishment to date.**

Submission of the 2010 G.C. Needs Assessment and Resource Inventory to the NJ Department of Children and Families.

Submission of the 2014 the G.C. Homelessness Continuum of Care Application to US. Department of Housing and Urban Development.

Completion of the 2014 Annual Homelessness Assesment Report for US Department of Housing and Urban Development.

Submission of the 2013-2014 Spending Plan for The Emergency Food and Shelter Grant to the Federal Emergency Management Agency.

Completion of the 2014 Point in Time Homelessness Survey.

On Going monitoring and contract review of County SSBG, Social Services for the Homeless and Emergency Food and Shelter Grant contracts for CY 2014.

Yearly update of the G.C. Teen Services Guide thru the G.C. Commission on Missing and Abused Children.

Development of funding and contract recommendations for the CY2015 Social Services for the Homeless Grant

**5. Explain how the agency collaborates and/or networks with other public and private agencies to serve children and families in the community. Elaborate upon agency outreach efforts.**

The G.C. HSAC members and staff are involved with various state and local boards and commissions. Some of the local boards are staffed by fellow employees within The G.C. Departement of Human Services. This allows the G.C. HSAC to act as a informational forum on issues of concern to our residents.

Agency/Organization Description continued

Topics can be discussed and information used to educate our local, state and federal legislators of the human services needs within the county.

- 6. Identify any inter-agency agreements regarding the acceptance of referrals and discharge planning, with respect to the continuum of care. Please include copies of any consultant agreements and/or copies of subcontracts.**

None at this time

- 7. Cite any staffing patterns, environmental accommodations, and practices employed by the agency that reflect an appreciation and respect for the needs and diversity of the customers served.**

The HSACs membership is based on the social, racial and economic make up of the County of Gloucester. Meetings are held in handicapped accessible locations. Advertised in accordance with the Sun Shine regulations and operated in accordance with Roberts Rules of order.

- 8. Describe the agency's approach to staff training and development.**



STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A  
CORE AGENCY PERSONNEL INFORMATION  
Section 1.3

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO		
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Program Analyst	Rick Gaydos	7:30	3:30	BA	HSAC Lead Staff
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Unknown	To Be Hired	8:30	4:00	BA	CEAS Staff
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Accountant	Donna Cuccetta	8:30	4:00	BA	Bookkeeper
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Clerical	Alicia Brannan	8:30	4:00		Clerical Supprt
<input type="checkbox"/> FT <input type="checkbox"/> PT						
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<input type="checkbox"/> FT <input type="checkbox"/> PT						
<input type="checkbox"/> FT <input type="checkbox"/> PT						

# SECTION 2

## PROGRAM INFORMATION

*The following four parts must be completed  
for  
each individual  
contracted program/component*

*Please note that additional requirements or stipulations may be necessary for an identified program and will be forwarded to you, as applicable, by the Department of Children and Families, Office of Contract Administration.*

*(Please Note: Effective 9/2011 Section 2.1 of the Annex A has been removed from the package to facilitate the DCF Resource Directory. This section of the Annex A will be provided to you for completion by DCF Contract Administrators.)*

## SECTION 2

### Program Description and Service Delivery Information

One set is completed for each contracted program/component. Make additional copies as necessary. They can also be downloaded from the Office of Contract Administration website at [www.nj.gov/dcf](http://www.nj.gov/dcf) and clicking on the link to "Contract and RFP Information".

#### Section 2.1: Program Name and Service Delivery Information

Effective 9/1/2011, Section 2.1 has been removed from the Standardized Annex A. DCF has reformatted Section 2.1 in order to facilitate the establishment and ongoing maintenance of a DCF Resource Directory. Your DCF Contract Administrator will email a partially completed Section 2.1 for each contract component to your agency at the time of contract renewal. The Section 2.1 form is still a required document and a part of a complete Annex A submission. Please remember to email the completed Section 2.1 to your Contract Administrator(s) as part of your Annex A submission(s).

#### Section 2.2: Program Description

Answer and clearly label all questions as outlined.

Note: Questions asked may not be all inclusive. You will be notified of any other Required Program Description and Deliverables for your specific program, as applicable, to complete your contract package.

#### Section 2.3: Performance Outcomes

This section should be negotiated with the managing Contract Office and program staff, where applicable, prior to inclusion in the contract package.

#### Section 2.4: Program Personnel Information Sheet

*Note: If agency is contracted for 5 programs, and a social worker works in all of these programs, list this person on the core agency personnel sheet (Section 1.3). If the social worker works in only four out of the five programs, do not include this person on the core agency personnel sheet. This staff person will be listed on each of the four relevant program personnel sheets (Section 2.4) which is part of Section 2.*

Column 1: List all full-time and part-time positions dedicated to and funded by **each program**. List the title of each full-time and part-time position in your agency. Check appropriate box.

Columns 2 through 5: Complete the remainder of the form by listing for each position, in the appropriate column, the following information:

- Name of employee
- Work hours (general-not specific to program)
- Indicate percentage of employee's compensated time that is dedicated to the program  
*(Example: If the employee is a social worker who works for 4 of the 5 agency's funded programs, then the employee's time should be apportioned, as such)*

- Qualifications, including degrees, licenses, certificates, etc. that the employee possesses and which are pertinent to his/her position; and
- The functional job duties of the employee

**Note:** Staff listed on the personnel information forms (Section 1.3 and Section 2.4) must also be represented on the Annex B budget presentation, when applicable.

### **Section 2.5: Level of Service Form**

A monthly contracted level of service chart is to be completed for each program/component, if applicable. One program might require several LOS forms to be completed which can be downloaded from the website. This will be indicated to you by the Contract Administrator and/or in the renewal/award letter.

The information on this form is usually utilized as a reference/source document when completing reporting forms during the contract term, when required by DCF.

**Service Type:** Per service dictionary, contact your contract administrator (i.e. individual counseling, residential placement, legal assistance, transportation)

**Description of Unit Measurement:** Indicate what is being used as the measurement for monthly Contracted Level of Service (CLOS), (i.e. beds, rides, sessions, hours)

**Number of Contracted Slots/Units:** Numbers should reflect unduplicated service counts. Unduplicated service counts refers to the practice of counting a customer receiving services only once within a service cycle.

Refer to Annex B2 and or Renewal/Award Letter for this number. (i.e. # of beds, # of rides, # of sessions, # of hours)

**Annualized Units:** Equivalent to the Annual Total under Column 3 on chart.

**Column 1:** Select Month from drop down menu. Month 1 should reflect 1<sup>st</sup> month of Contract.

**Column 2:** Indicate Actual Number of Expected Days of Service or Units Per Month.

**Column 3:** Indicate total Contracted LOS per month, this could be 'Days of Service' multiplied by Number of Contracted Slots/Units per month or equivalent to number listed in Column 2.

**Annual Totals:** This number will equal annualized number of units to be contracted per program type.

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A  
PROGRAM DESCRIPTION  
Section 2.2

Commission For Missing And Abused  
Program Name: Children

Please note that additional information/addenda may be required in order to complete the contract package. Any specific requirements/stipulations pertaining to the program will be forwarded as applicable.

Label all answers clearly as outlined below:

1. Provide a brief program/component description and its purpose. The description should reflect the program requirements set forth in the initial RFP and any changes that may have resulted from negotiations.

The Commission on Missing and Abused Children provides information designed to educate County Government, service providers and residents on the needs of children who are missing, abused or neglected and the services available to them and their families.

2. Identify the target population served by this program/component (i.e. individuals who have been unemployed for the past 6-12 months).
  - Indicate the program's level of experience with the target population.
  - Provide a brief outline or snapshot of the characteristics, needs, and current circumstances of the customers the program intends to serve.
  - Explain how these customers are distinct in any way from the general population. It is generally viewed as a sign of strength when a program is able to identify the population that will benefit the most from the services provided.

The target population includes service provider organizations, educators, law enforcement professionals, families, youth and children of Gloucester County

3. Detail what the program intends to address through service delivery. State the results the program intends to achieve.

The COMA meets monthly and collaborates with service providers, educators, law enforcement professionals and government in an effort to develop meaningful dialogue and educational opportunities which are targeted towards addressing the needs of county youth, child advocacy, child abuse prevention and missing and children.

4. Describe the program service delivery method (i.e. in the community, on site).

Not Applicable.

5. Detail how customers access services.

- Cite any physical limitations that might preclude program admission or referral acceptance
- Discuss referral procedures and discharge planning with respect to the continuum of care
- Cite negative and planned discharge procedures
- Indicate specific documents needed for referrals, when applicable

Thru attendance at monthly COMA meetings and participation in educational workshops

6. Describe the neighborhood(s) and the building(s) where each program site(s) is located. Detail accessibility to mass transportation. Identify the program catchment area.

Not Applicable

7. Detail the program's emergency procedures. Provide any after-hours telephone numbers, emergency contacts, and special instructions.

Not Applicable

8. Provide the total number of unduplicated customers served in the previous contract period for each of the contracted programs. Unduplicated customers refers to the practice of counting a customer receiving services only once within a service cycle.

- Indicate the number of unduplicated customers achieving results.
- Indicate how the information was captured and measured.

Not Applicable

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A  
PERFORMANCE OUTCOMES  
Section 2.3

Program Name: Commission On Missing And Abused  
Children

For each program component please identify: goals, objectives, activities, and performance outcomes, using the following definitions and the chart below.

**GOALS:**

Goals are statements detailing the long term, ongoing aims or intentions of each program component. Goals do not have a specific time limit but are designed to produce the desired results over an extended time period. Achievement of goals may reach beyond the contract period.

**OBJECTIVES:**

Objectives are statements detailing the desired results of day to day activities. These are short term milestones to be achieved during the contract period. Objectives are reflective of the long term goals of the program component and ideally lead to achievement of those goals. Objectives have defined time limits and measurable results.

**ACTIVITIES:**

Activities are tasks performed to achieve identified objectives. These should be observable and/or measurable.

**PERFORMANCE OUTCOMES:**

Performance outcomes are the identified, quantifiable impact results of the program component on the target population. They should be tied to the program goals rather than to each objective or activity. Performance outcomes may be attainable during the contract period or it may be necessary to track their attainment over a longer period of time.

Program Name: Commission For Missing And Abused Children

**PERFORMANCE OUTCOMES**

GOALS	OBJECTIVES					ACTIVITIES					PERFORMANCE OUTCOMES				
	1. To provide a forum for information sharing, education and services development which addresses the needs of Missing and Abused Children	1.	Maintain an exciting committee	1.	Continued monthly meeting	1.	Creation of a more knowledgeable community on the issues and services affecting missing and abused children								
2.		encourage collaboration and coordination among services providers, law enforcement, educators, government and residents	2.	Development of Educational Workshops and Brochures	2.										
3.			3.		3.										
4.			4.		4.										
5.			5.		5.										
2.	1.		1.												
	2.		2.												
	3.		3.												
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3.	1.		1.												
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	5.		5.												
4.	1.		1.												
	2.		2.												
	3.		3.												
	4.		4.												
	5.		5.												
5.	1.		1.												
	2.		2.												
	3.		3.												



STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES  
Annex A  
PROGRAM PERSONNEL INFORMATION  
Section 2.4

Program Name: Commission On Missing And Abused Children

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		% OF TIME TO PROGRAM	QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO			
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
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STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES  
Annex A  
PROGRAM PERSONNEL INFORMATION  
Section 2.4 Continued

Program Name: Commission On Missing And Abused Children

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		% OF TIME TO PROGRAM	QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO			
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
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<input type="checkbox"/> FT <input type="checkbox"/> PT					%		

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES**

**Annex A  
LEVEL OF SERVICE  
Section 2.5**

**Program/Component Name:** Commission On Missing And Abused Children  
**Service Type:** Administration/Planning  
**Description of Unit Measurement:** Planning Meetings  
**Number of Contracted Slots/Units:** \_\_\_\_\_  
**Number of Annualized Units:** \_\_\_\_\_

*Numbers should reflect unduplicated service counts*

	1	2	3
	MONTH	MONTHLY SERVICE DAYS OR UNITS	MONTHLY CONTRACT LOS
1	January	0	0
2	February	0	0
3	March	0	0
4	April	0	0
5	May	0	0
6	June	0	0
7	July	0	0
8	August	0	0
9	September	0	0
10	October	0	0
11	November	0	0
12	December	0	0
	<b>ANNUAL TOTALS</b>	<b>0</b>	<b>0</b>

# SECTION 2

## PROGRAM INFORMATION

*The following four parts must be completed  
for  
each individual  
contracted program/component*

*Please note that additional requirements or stipulations may be necessary for an identified program and will be forwarded to you, as applicable, by the Department of Children and Families, Office of Contract Administration.*

*(Please Note: Effective 9/2011 Section 2.1 of the Annex A has been removed from the package to facilitate the DCF Resource Directory. This section of the Annex A will be provided to you for completion by DCF Contract Administrators.)*

## SECTION 2

### Program Description and Service Delivery Information

One set is completed for each contracted program/component. Make additional copies as necessary. They can also be downloaded from the Office of Contract Administration website at [www.nj.gov/def](http://www.nj.gov/def) and clicking on the link to "Contract and RFP Information".

#### Section 2.1: Program Name and Service Delivery Information

Effective 9/1/2011, Section 2.1 has been removed from the Standardized Annex A. DCF has reformatted Section 2.1 in order to facilitate the establishment and ongoing maintenance of a DCF Resource Directory. Your DCF Contract Administrator will email a partially completed Section 2.1 for each contract component to your agency at the time of contract renewal. The Section 2.1 form is still a required document and a part of a complete Annex A submission. Please remember to email the completed Section 2.1 to your Contract Administrator(s) as part of your Annex A submission(s).

#### Section 2.2: Program Description

Answer and clearly label all questions as outlined.

Note: Questions asked may not be all inclusive. You will be notified of any other Required Program Description and Deliverables for your specific program, as applicable, to complete your contract package.

#### Section 2.3: Performance Outcomes

This section should be negotiated with the managing Contract Office and program staff, where applicable, prior to inclusion in the contract package.

#### Section 2.4: Program Personnel Information Sheet

*Note: If agency is contracted for 5 programs, and a social worker works in all of these programs, list this person on the core agency personnel sheet (Section 1.3). If the social worker works in only four out of the five programs, do not include this person on the core agency personnel sheet. This staff person will be listed on each of the four relevant program personnel sheets (Section 2.4) which is part of Section 2.*

Column 1: List all full-time and part-time positions dedicated to and funded by **each program**. List the title of each full-time and part-time position in your agency. Check appropriate box.

Columns 2 through 5: Complete the remainder of the form by listing for each position, in the appropriate column, the following information:

- Name of employee
- Work hours (general-not specific to program)
- Indicate percentage of employee's compensated time that is dedicated to the program  
(*Example: If the employee is a social worker who works for 4 of the 5 agency's funded programs, then the employee's time should be apportioned, as such*)

- Qualifications, including degrees, licenses, certificates, etc. that the employee possesses and which are pertinent to his/her position; and
- The functional job duties of the employee

**Note:** Staff listed on the personnel information forms (Section 1.3 and Section 2.4) must also be represented on the Annex B budget presentation, when applicable.

### **Section 2.5: Level of Service Form**

A monthly contracted level of service chart is to be completed for each program/component, if applicable. One program might require several LOS forms to be completed which can be downloaded from the website. This will be indicated to you by the Contract Administrator and/or in the renewal/award letter.

The information on this form is usually utilized as a reference/source document when completing reporting forms during the contract term, when required by DCF.

**Service Type:** Per service dictionary, contact your contract administrator (i.e. individual counseling, residential placement, legal assistance, transportation)

**Description of Unit Measurement:** Indicate what is being used as the measurement for monthly Contracted Level of Service (CLOS), (i.e. beds, rides, sessions, hours)

**Number of Contracted Slots/Units:** Numbers should reflect unduplicated service counts. Unduplicated service counts refers to the practice of counting a customer receiving services only once within a service cycle.

Refer to Annex B2 and or Renewal/Award Letter for this number. (i.e. # of beds, # of rides, # of sessions, # of hours)

**Annualized Units:** Equivalent to the Annual Total under Column 3 on chart.

**Column 1:** Select Month from drop down menu. Month 1 should reflect 1<sup>st</sup> month of Contract.

**Column 2:** Indicate Actual Number of Expected Days of Service or Units Per Month.

**Column 3:** Indicate total Contracted LOS per month, this could be 'Days of Service' multiplied by Number of Contracted Slots/Units per month or equivalent to number listed in Column 2.

**Annual Totals:** This number will equal annualized number of units to be contracted per program type.

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A  
PROGRAM DESCRIPTION  
Section 2.2

Program Name: Teen Pregnancy Prevention

Please note that additional information/addenda may be required in order to complete the contract package. Any specific requirements/stipulations pertaining to the program will be forwarded as applicable.

Label all answers clearly as outlined below:

1. Provide a brief program/component description and its purpose. The description should reflect the program requirements set forth in the initial RFP and any changes that may have resulted from negotiations.

The Teen Pregnancy Prevention Program provides pregnancy prevention education to clinical professionals, counselors, students and nurses who interact with teen population.

2. Identify the target population served by this program/component (i.e. individuals who have been unemployed for the past 6-12 months).
  - Indicate the program's level of experience with the target population.
  - Provide a brief outline or snapshot of the characteristics, needs, and current circumstances of the customers the program intends to serve.
  - Explain how these customers are distinct in any way from the general population. It is generally viewed as a sign of strength when a program is able to identify the population that will benefit the most from the services provided.

Clinical Professionals, counselors, students and nurses who actively engage youth on a daily basis and can assist them with information and positively influence teen behaviors.

3. Detail what the program intends to address through service delivery. State the results the program intends to achieve.

Thru the use of professional health professionals this grant provides a workshop which assists our target population in learning about the impact and prevalence of teen pregnancy. Assisting the population in the exploration of their own values regarding teens who have sex and get pregnant and provides a mechanism to identify barriers and behaviors which put teens at risk.

Program Description cont.

4. Describe the program service delivery method (i.e. in the community, on site).

Does not provide direct services.

5. Detail how customers access services.

- Cite any physical limitations that might preclude program admission or referral acceptance
- Discuss referral procedures and discharge planning with respect to the continuum of care
- Cite negative and planned discharge procedures
- Indicate specific documents needed for referrals, when applicable

Does not provide direct services

6. Describe the neighborhood(s) and the building(s) where each program site(s) is located. Detail accessibility to mass transportation. Identify the program catchment area.

Not Applicable

7. Detail the program's emergency procedures. Provide any after-hours telephone numbers, emergency contacts, and special instructions.

Not Applicable

8. Provide the total number of unduplicated customers served in the previous contract period for each of the contracted programs. Unduplicated customers refers to the practice of counting a customer receiving services only once within a service cycle.

- Indicate the number of unduplicated customers achieving results.
- Indicate how the information was captured and measured.

Not Applicable

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A  
PERFORMANCE OUTCOMES  
Section 2.3

Program Name: Teen Pregnancy Prevention

For each program component please identify: goals, objectives, activities, and performance outcomes, using the following definitions and the chart below.

**GOALS:**

Goals are statements detailing the long term, ongoing aims or intentions of each program component. Goals do not have a specific time limit but are designed to produce the desired results over an extended time period. Achievement of goals may reach beyond the contract period.

**OBJECTIVES:**

Objectives are statements detailing the desired results of day to day activities. These are short term milestones to be achieved during the contract period. Objectives are reflective of the long term goals of the program component and ideally lead to achievement of those goals. Objectives have defined time limits and measurable results.

**ACTIVITIES:**

Activities are tasks performed to achieve identified objectives. These should be observable and/or measurable.

**PERFORMANCE OUTCOMES:**

Performance outcomes are the identified, quantifiable impact results of the program component on the target population. They should be tied to the program goals rather than to each objective or activity. Performance outcomes may be attainable during the contract period or it may be necessary to track their attainment over a longer period of time.

Program Name: Teen Pregnancy Prevention

**PERFORMANCE OUTCOMES**

	GOALS	OBJECTIVES					ACTIVITIES					PERFORMANCE OUTCOMES	
		1.	2.	3.	4.	5.	1.	2.	3.	4.	5.		
1.	Teen Pregnancy Prevention and Education	1. Education of the prevalence and impact of teen pregnancy	2. Exploration of values regarding teens having sex and teen pregnancy	3. Identification of barriers and behaviors that place teens at risk for unplanned pregnancy	4. Education about strategies regarding pregnancy prevention	5.	1. Development of materials	2. Organization of Educational Workshop	3. Coordination and partnerships with local high schools	4.	5.	1.	Thru the use of professional health educators, training is provided to nurses, students, counselors and others to help them better address the topic of teen pregnancy in our community
2.		1.	2.	3.	4.	5.	1.	2.	3.	4.	5.	2.	
3.		1.	2.	3.	4.	5.	1.	2.	3.	4.	5.	3.	
4.		1.	2.	3.	4.	5.	1.	2.	3.	4.	5.	4.	
5.		1.	2.	3.	4.	5.	1.	2.	3.	4.	5.	5.	



STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES  
Annex A  
PROGRAM PERSONNEL INFORMATION  
Section 2.4

Program Name: Teen Pregnancy Prevention

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		% OF TIME TO PROGRAM	QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO			
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STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES  
Annex A  
PROGRAM PERSONNEL INFORMATION  
Section 2.4 Continued

Program Name: Teen Pregnancy Prevention

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		% OF TIME TO PROGRAM	QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO			
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**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES**

**Annex A  
LEVEL OF SERVICE  
Section 2.5**

Program/Component Name: Teen Pregnancy Prevention  
 Service Type: Administration/Planning  
 Description of Unit Measurement: Planning  
 Number of Contracted Slots/Units: \_\_\_\_\_  
 Number of Annualized Units: \_\_\_\_\_

*Numbers should reflect unduplicated service counts*

	1	2	3
	MONTH	MONTHLY SERVICE DAYS OR UNITS	MONTHLY CONTRACT LOS
1	January	0	0
2	February	0	0
3	March	0	0
4	April	0	0
5	May	0	0
6	June	0	0
7	July	0	0
8	August	0	0
9	September	0	0
10	October	0	0
11	November	0	0
12	December	0	0
	<b>ANNUAL TOTALS</b>	<b>0</b>	<b>0</b>

ABUSED - MISSING CHILDREN



NOV 26 2014

BOARD OF  
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR  
Robert M. Damminger

FREEHOLDER LIAISON  
Adam Taliaferro



DEPARTMENT OF HUMAN  
SERVICES

DIRECTOR  
Lisa A. Cerny

P.O. Box 337  
Woodbury, NJ 08096

Phone: 856.384.6870  
Fax: 856.384.0207

[lcerny@co.gloucester.nj.us](mailto:lcerny@co.gloucester.nj.us)

[www.gloucestercountynj.gov](http://www.gloucestercountynj.gov)

TO: MIKE BURKE  
TREASURER'S OFFICE

FROM: LISA CERNY, GRANTS COORDINATOR  
DEPARTMENT OF HUMAN SERVICES

- ~~FOR YOUR INFORMATION~~
- ~~GRANT REQUEST FORM (APPLICATION)~~
- HOLD FOR TEND ~~BUDGET AMENDMENT FORM~~
- ~~SIGNED CONTRACT~~
- ~~COMMITMENT LETTER~~
- ~~BUDGET PAGE~~
- ~~AMENDED BUDGET PAGE~~
- ~~GRANT AWARD NOTICE~~
- ~~PAYMENT SCHEDULE~~
- ~~CERTIFICATION LETTER~~
- ~~BUDGET TRANSFER FOR MATCHING FUNDS~~

DATE SENT: November 26, 2014

FROM: Lisa A. Cerny

JOANNE SCHNEIDER, HUMAN RESOURCES \_\_\_\_\_

PETE MERCANTI, PURCHASING AGENT \_\_\_\_\_

WILLIAM TAYLOR, DATA MANAGEMENT DIRECTOR \_\_\_\_\_

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

## 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: 11/17/14

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

2. GRANT TITLE:   Human Services Planning Grant/COMA  

3. GRANT TERM: FROM:   01/01/15   TO:   12/31/15  

4. COUNTY DEPARTMENT:   Human Services  

5. DEPT. CONTACT PERSON & PHONE NUMBER:   Calvin McFarland 384-6878  

6. NAME OF FUNDING AGENCY:   NJ Dept. of Children and Families  

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD):   To support the Commission on Missing and Abused Children and to provide information designed to educate County Government, Service Providers and residents on the needs of this population and the services available to them and their families.  

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

NAME	AMOUNT	NAME	AMOUNT
<u>  Alicia Brannan  </u>	<u>  \$212.00  </u>	<u>      </u>	<u>      </u>
<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>

9. TOTAL SALARY CHARGED TO GRANT: \$   212.00  

10. INDIRECT COST (IC) RATE:   15.77   %

11. IC CHARGED TO GRANT \$   0  

12. FRINGE BENEFIT RATE CHARGED TO GRANT:   0   %

13. DATE APPLICATION DUE TO GRANTOR   Dec 1, 2014

**2015 GLOUCESTER COUNTY BUDGET  
OTHER EXPENSE REQUEST EXPLANATIONS**

**2015 Budget  
Commission on Missing and Abused Children**

101	SALARIES Provides a portion of Alicia Brannan salary	\$212.00
215	CONSULTANTS Consultants for annual conference and other events.	\$ 900.00
275	PRINTING Provides for outside printing of the Youth Services Guide and other printer materials as necessary.	\$1,000.00
430	FOOD Provides for refreshments for the annual conference and other events as necessary.	\$500.00
410	PAPER Provides for paper and copying for Commission meetings.	\$622.00

**Form C-2**  
**Department Code** \_\_\_\_\_  
**Submission Date** \_\_\_\_\_  
**Revision Date** \_\_\_\_\_

**Department** \_\_\_\_\_



State of New Jersey

DEPARTMENT OF CHILDREN AND FAMILIES  
Division of Child Protection and Permanency  
Southern Business Office  
5218 Atlantic Avenue, Suite 204  
Mays Landing, NJ 08330  
(609) 625-4913

CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lt. Governor*

ALLISON BLAKE, PH.D., L.S.W.  
*Commissioner*

September 24, 2014

Ms. Lisa Cerny, Director  
Gloucester County Department of Human Services  
115 Budd Boulevard  
Route 45 & Budd Boulevard  
Woodbury, NJ 08096

Re: Contract Number 15ANHS

Dear Ms. Cerny:

Enclosed is a new contract package that includes enclosed forms and/or mechanisms to obtain the Standard Language Agreement, Annex A and B and/or B-2, Schedule of Estimated Claims, Donor Agreement(s), Contract Renewal Checklist, Business Associate Agreement, Affirmative Action Forms.

State Law (PL2001, c.134) requires that all contractors and sub-contractors with state, county and municipal agencies provide proof of registration with the Department of Treasury, Division of Revenue. Please include proof of your business registration with your package. Information regarding proof of registration can be found at [www.state.nj.us/treasury/revenue/proofreg.htm](http://www.state.nj.us/treasury/revenue/proofreg.htm).

If applicable to your contract, included with this contract renewal is a copy of the Business Associates Agreement. Under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Office of Children's Services, as a covered entity, is required to establish a formal Business Associates Agreement with contract providers who share or disclose protected health information. Please sign and return the Business Associate Agreement with your contract renewal package.

Information Memorandum P91-2 explains necessary documentation for affirmative action compliance. Information Memorandum P91-2 can be viewed at [www.state.nj.us/humanservices/ocpm/policies/Information%20Memoranda/TM%20P91-2.pdf](http://www.state.nj.us/humanservices/ocpm/policies/Information%20Memoranda/TM%20P91-2.pdf). Prior to awarding any social services contract, the Department of Children and Families must ensure that all contract renewal packages include copies of at least one of the following affirmative action documents:

- \* A Federal Affirmative Action Plan approval – Which is a valid letter from the Office of Federal Contract Compliance Programs. Include a photo copy in the contract renewal or
- \* A Certificate of Employee Information Report – This is a certificate from the State Treasurer's Office. Include a photocopy in the contract renewal or
- \* An Affirmative Action Employee Information Report, Form AA-302 This form can be found at [www.state.nj.us/treasury/contract\\_compliance/pdf/aa302.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302.pdf). The instructions for the AA302 can be found at [www.state.nj.us/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf). The original forms should be submitted to the Division of Contract Compliance & Equal Employment Opportunity. Include a photocopy in the contract renewal.

In the event that your contract may require future modifications, the Department of Children and Families Policy Circular P1.10 covering such modifications can be found at [http://www.state.nj.us/humanservices/ocpm/contract\\_manuals.htm](http://www.state.nj.us/humanservices/ocpm/contract_manuals.htm), the site of the policy manuals.

Please complete the renewal forms and return all requested material to me on or before November 10, 2013. Please be mindful that funding cannot be released until each and every contract document is executed. Therefore, you should endeavor to submit all the required renewal package documents in a timely manner. If you anticipate your renewal will be late, be certain to contact me immediately.

If you have any questions concerning this renewal, please contact me at (609) 625-4913 extension 3031.

Sincerely,

Danielle L. Weinberg-Williams  
Contract Administrator  
Southern Business Office

Enclosures

DEPARTMENT OF CHILDREN AND FAMILIES  
 SCHEDULE OF ESTIMATED CLAIMS  
 THIRD PARTY CONTRACTS

ORIGINAL  
 MOD#

DIVISION: DCPP ORG CODE: 1610  
 PROVIDER NAME: Gloucester County DHS/HSAC CONTRACT NO.: 15ANHS CONTRACT PERIOD: January 1, 2015 TO December 31, 2015

SERVICE PERIOD MONTH/YEAR	COMPONENT #1	COMPONENT #2	COMPONENT #7	COMPONENT #	COMPONENT #	COMPONENT #	ESTIMATED CLAIM	
	HSAC APU:	Abused Missing Child APU:	APCO APU:	(ENTER Program Name) APU:	(ENTER Program Name) APU:	(ENTER Program Name) APU:	MONTHLY	YTD
January-14	\$5,231.00	\$270.00	\$83.00				\$5,584.00	\$5,584.00
February-14	\$5,231.00	\$270.00	\$83.00				\$5,584.00	\$11,168.00
March-14	\$5,231.00	\$270.00	\$83.00				\$5,584.00	\$16,752.00
April-14	\$5,231.00	\$270.00	\$83.00				\$5,584.00	\$22,336.00
May-14	\$5,231.00	\$270.00	\$83.00				\$5,584.00	\$27,920.00
June-14	\$5,231.00	\$270.00	\$83.00				\$5,584.00	\$33,504.00
July-14	\$5,231.00	\$270.00	\$83.00				\$5,584.00	\$39,088.00
August-14	\$5,231.00	\$270.00	\$83.00				\$5,584.00	\$44,672.00
September-14	\$5,231.00	\$270.00	\$83.00				\$5,584.00	\$50,256.00
October-14	\$5,231.00	\$270.00	\$83.00				\$5,584.00	\$55,840.00
November-14	\$5,231.00	\$270.00	\$83.00				\$5,584.00	\$61,424.00
December-14	\$5,229.00	\$264.00	\$87.00				\$5,580.00	\$67,004.00
TOTALS	\$62,770.00	\$3,234.00	\$1,000.00				\$67,004.00	\$67,004.00

ORIGINAL CONTRACT CEILING: \$67,004.00 MOD#1          MOD#2          MOD#3          MOD#4         

AUTHORIZED PROVIDER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 CONTRACT SUPERVISOR SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

EXPENDITURE SUMMARY:  NONE  MONTHLY  QUARTERLY  OTHER  ADVANCE PAYMENT:  NONE  MONTHLY

REIMBURSEMENT:  PERIODIC REPORTED EXPENDITURES  INSTALLMENTS  PROVISIONAL  FIXED RATE  
 REIMBURSABLE CONTRACT CEILING: \$67,004.00

FY: \_\_\_\_\_ AMOUNT: \_\_\_\_\_ FY: \_\_\_\_\_ AMOUNT: \_\_\_\_\_

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A  
PROGRAM DESCRIPTION  
Section 2.2

Commission For Missing And Abused  
Program Name: Children

Please note that additional information/addenda may be required in order to complete the contract package. Any specific requirements/stipulations pertaining to the program will be forwarded as applicable.

Label all answers clearly as outlined below:

1. Provide a brief program/component description and its purpose. The description should reflect the program requirements set forth in the initial RFP and any changes that may have resulted from negotiations.

The Commission on Missing and Abused Children provides information designed to educate County Government, service providers and residents on the needs of children who are missing, abused or neglected and the services available to them and their families.

2. Identify the target population served by this program/component (i.e. individuals who have been unemployed for the past 6-12 months).
  - Indicate the program's level of experience with the target population.
  - Provide a brief outline or snapshot of the characteristics, needs, and current circumstances of the customers the program intends to serve.
  - Explain how these customers are distinct in any way from the general population. It is generally viewed as a sign of strength when a program is able to identify the population that will benefit the most from the services provided.

~~The target population includes service provider organizations, educators, law enforcement professionals, families, youth and children of Gloucester County~~

3. Detail what the program intends to address through service delivery. State the results the program intends to achieve.

The COMA meets monthly and collaborates with service providers, educators, law enforcement professionals and government in an effort to develop meaningful dialogue and educational opportunities which are targeted towards addressing the needs of county youth, child advocacy, child abuse prevention and missing and children.

4. Describe the program service delivery method (i.e. in the community, on site).

Not Applicable.

5. Detail how customers access services.

- Cite any physical limitations that might preclude program admission or referral acceptance
- Discuss referral procedures and discharge planning with respect to the continuum of care
- Cite negative and planned discharge procedures
- Indicate specific documents needed for referrals, when applicable

Thru attendance at monthly COMA meetings and participation in educational workshops

6. Describe the neighborhood(s) and the building(s) where each program site(s) is located. Detail accessibility to mass transportation. Identify the program catchment area.

Not Applicable

7. Detail the program's emergency procedures. Provide any after-hours telephone numbers, emergency contacts, and special instructions.

Not Applicable

8. Provide the total number of unduplicated customers served in the previous contract period for each of the contracted programs. Unduplicated customers refers to the practice of counting a customer receiving services ~~only once within a service cycle.~~

- Indicate the number of unduplicated customers achieving results.
- Indicate how the information was captured and measured.

Not Applicable

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A  
PERFORMANCE OUTCOMES  
Section 2.3

Commission On Missing And Abused  
Children

Program Name:

For each program component please identify: goals, objectives, activities, and performance outcomes, using the following definitions and the chart below.

**GOALS:**

Goals are statements detailing the long term, ongoing aims or intentions of each program component. Goals do not have a specific time limit but are designed to produce the desired results over an extended time period. Achievement of goals may reach beyond the contract period.

**OBJECTIVES:**

Objectives are statements detailing the desired results of day to day activities. These are short term milestones to be achieved during the contract period. Objectives are reflective of the long term goals of the program component and ideally lead to achievement of those goals. Objectives have defined time limits and measurable results.

**ACTIVITIES:**

Activities are tasks performed to achieve identified objectives. These should be observable and/or measurable.

**PERFORMANCE OUTCOMES:**

Performance outcomes are the identified, quantifiable impact results of the program component on the target population. They should be tied to the program goals rather than to each objective or activity. Performance outcomes may be attainable during the contract period or it may be necessary to track their attainment over a longer period of time.

Program Name: Commission For Missing And Abused Children

**PERFORMANCE OUTCOMES**

GOALS		OBJECTIVES		ACTIVITIES		PERFORMANCE OUTCOMES	
1.	To provide a forum for information sharing, education and services development which addresses the needs of Missing and Abused Children	1	Maintain an existing committee	1.	Continued monthly meeting	1.	Creation of a more knowledgeable community on the issues and services affecting missing and abused children
		2	encourage collaboration and coordination among services providers, law enforcement, educators, government and residents	2.	Development of Educational Workshops and Brochures		
		3		3.			
		4		4.			
		5		5.			
2.		1		1.		2.	
		2		2.			
		3		3.			
		4		4.			
		5		5.			
3.		1		1.		3.	
		2		2.			
		3		3.			
		4		4.			
		5		5.			
4.		1		1.		4.	
		2		2.			
		3		3.			
		4		4.			
		5		5.			
5.		1		1.		5.	
		2		2.			
		3		3.			



STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES  
Annex A  
PROGRAM PERSONNEL INFORMATION  
Section 2.4

Program Name: Commission On Missing And Abused Children

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		% OF TIME TO PROGRAM	QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO			
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
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STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A

PROGRAM PERSONNEL INFORMATION

Section 2.4 Continued

Program Name: Commission On Missing And Abused Children

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		% OF TIME TO PROGRAM	QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO			
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
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<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES**

**Annex A  
LEVEL OF SERVICE  
Section 2.5**

Program/Component Name: Commission On Missing And Abused Children  
 Service Type: Administration/Planning  
 Description of Unit Measurement: Planning Meetings  
 Number of Contracted Slots/Units: \_\_\_\_\_  
 Number of Annualized Units: \_\_\_\_\_

*Numbers should reflect unduplicated service counts*

	1	2	3
	MONTH	MONTHLY SERVICE DAYS OR UNITS	MONTHLY CONTRACT LOS
1	January	0	0
2	February	0	0
3	March	0	0
4	April	0	0
5	May	0	0
6	June	0	0
7	July	0	0
8	August	0	0
9	September	0	0
10	October	0	0
11	November	0	0
12	December	0	0
	<b>ANNUAL TOTALS</b>	<b>0</b>	<b>0</b>

# SECTION 2

## PROGRAM INFORMATION

*The following four parts must be completed  
for  
each individual  
contracted program/component*

*Please note that additional requirements or stipulations may be necessary for an identified program and will be forwarded to you, as applicable, by the Department of Children and Families, Office of Contract Administration.*

*(Please Note: Effective 9/2011 Section 2.1 of the Annex A has been removed from the package to facilitate the DCF Resource Directory. This section of the Annex A will be provided to you for completion by DCF Contract Administrators.)*

## SECTION 2

### Program Description and Service Delivery Information

One set is completed for each contracted program/component. Make additional copies as necessary. They can also be downloaded from the Office of Contract Administration website at [www.nj.gov/dcf](http://www.nj.gov/dcf) and clicking on the link to "Contract and RFP Information".

#### Section 2.1: Program Name and Service Delivery Information

Effective 9/1/2011, Section 2.1 has been removed from the Standardized Annex A. DCF has reformatted Section 2.1 in order to facilitate the establishment and ongoing maintenance of a DCF Resource Directory. Your DCF Contract Administrator will email a partially completed Section 2.1 for each contract component to your agency at the time of contract renewal. The Section 2.1 form is still a required document and a part of a complete Annex A submission. Please remember to email the completed Section 2.1 to your Contract Administrator(s) as part of your Annex A submission(s).

#### Section 2.2: Program Description

Answer and clearly label all questions as outlined.

Note: Questions asked may not be all inclusive. You will be notified of any other Required Program Description and Deliverables for your specific program, as applicable, to complete your contract package.

#### Section 2.3: Performance Outcomes

This section should be negotiated with the managing Contract Office and program staff, where applicable, prior to inclusion in the contract package.

#### Section 2.4: Program Personnel Information Sheet

*Note: If agency is contracted for 5 programs, and a social worker works in all of these programs, list this person on the core agency personnel sheet (Section 1.3). If the social worker works in only four out of the five programs, do not include this person on the core agency personnel sheet. This staff person will be listed on each of the four relevant program personnel sheets (Section 2.4) which is part of Section 2.*

Column 1: List all full-time and part-time positions dedicated to and funded by **each program**. List the title of each full-time and part-time position in your agency. Check appropriate box.

Columns 2 through 5: Complete the remainder of the form by listing for each position, in the appropriate column, the following information:

- Name of employee
- Work hours (general-not specific to program)
- Indicate percentage of employee's compensated time that is dedicated to the program  
(Example: If the employee is a social worker who works for 4 of the 5 agency's funded programs, then the employee's time should be apportioned, as such)

- Qualifications, including degrees, licenses, certificates, etc. that the employee possesses and which are pertinent to his/her position; and
- The functional job duties of the employee

**Note:** Staff listed on the personnel information forms (Section 1.3 and Section 2.4) must also be represented on the Annex B budget presentation, when applicable.

### **Section 2.5: Level of Service Form**

A monthly contracted level of service chart is to be completed for each program/component, if applicable. One program might require several LOS forms to be completed which can be downloaded from the website. This will be indicated to you by the Contract Administrator and/or in the renewal/award letter.

The information on this form is usually utilized as a reference/source document when completing reporting forms during the contract term, when required by DCF.

**Service Type:** Per service dictionary, contact your contract administrator (i.e. individual counseling, residential placement, legal assistance, transportation)

**Description of Unit Measurement:** Indicate what is being used as the measurement for monthly Contracted Level of Service (CLOS), (i.e. beds, rides, sessions, hours)

**Number of Contracted Slots/Units:** Numbers should reflect unduplicated service counts. Unduplicated service counts refers to the practice of counting a customer receiving services only once within a service cycle.

Refer to Annex B2 and or Renewal/Award Letter for this number. (i.e. # of beds, # of rides, # of sessions, # of hours)

**Annualized Units:** Equivalent to the Annual Total under Column 3 on chart.

**Column 1:** Select Month from drop down menu. Month 1 should reflect 1<sup>st</sup> month of Contract.

**Column 2:** Indicate Actual Number of Expected Days of Service or Units Per Month.

**Column 3:** Indicate total Contracted LOS per month, this could be 'Days of Service' multiplied by Number of Contracted Slots/Units per month or equivalent to number listed in Column 2.

**Annual Totals:** This number will equal annualized number of units to be contracted per program type.

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A  
PROGRAM DESCRIPTION  
Section 2.2

Program Name: Teen Pregnancy Prevention

Please note that additional information/addenda may be required in order to complete the contract package. Any specific requirements/stipulations pertaining to the program will be forwarded as applicable.

Label all answers clearly as outlined below:

1. Provide a brief program/component description and its purpose. The description should reflect the program requirements set forth in the initial RFP and any changes that may have resulted from negotiations.

The Teen Pregnancy Prevention Program provides pregnancy prevention education to clinical professionals, counselors, students and nurses who interact with teen population.

2. Identify the target population served by this program/component (i.e. individuals who have been unemployed for the past 6-12 months).
  - Indicate the program's level of experience with the target population.
  - Provide a brief outline or snapshot of the characteristics, needs, and current circumstances of the customers the program intends to serve.
  - Explain how these customers are distinct in any way from the general population. It is generally viewed as a sign of strength when a program is able to identify the population that will benefit the most from the services provided.

Clinical Professionals, counselors, students and nurses who actively engage youth on a daily basis and can assist them with information and positively influence teen behaviors.

3. Detail what the program intends to address through service delivery. State the results the program intends to achieve.

Thru the use of professional health professionals this grant provides a workshop which assists our target population in learning about the impact and prevalence of teen pregnancy. Assisting the population in the exploration of their own values regarding teens who have sex and get pregnant and provides a mechanism to identify barriers and behaviors which put teens at risk.

Program Description cont.

4. Describe the program service delivery method (i.e. in the community, on site).

Does not provide direct services.

5. Detail how customers access services.

- Cite any physical limitations that might preclude program admission or referral acceptance
- Discuss referral procedures and discharge planning with respect to the continuum of care
- Cite negative and planned discharge procedures
- Indicate specific documents needed for referrals, when applicable

Does not provide direct services

6. Describe the neighborhood(s) and the building(s) where each program site(s) is located. Detail accessibility to mass transportation. Identify the program catchment area.

Not Applicable

7. Detail the program's emergency procedures. Provide any after-hours telephone numbers, emergency contacts, and special instructions.

Not Applicable

8. Provide the total number of unduplicated customers served in the previous contract period for each of the contracted programs. Unduplicated customers refers to the practice of counting a customer receiving services only once within a service cycle.

- Indicate the number of unduplicated customers achieving results.
- Indicate how the information was captured and measured.

Not Applicable

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A  
PERFORMANCE OUTCOMES  
Section 2.3

**Program Name:** Teen Pregnancy Prevention

For each program component please identify: goals, objectives, activities, and performance outcomes, using the following definitions and the chart below.

**GOALS:**

Goals are statements detailing the long term, ongoing aims or intentions of each program component. Goals do not have a specific time limit but are designed to produce the desired results over an extended time period. Achievement of goals may reach beyond the contract period.

**OBJECTIVES:**

Objectives are statements detailing the desired results of day to day activities. These are short term milestones to be achieved during the contract period. Objectives are reflective of the long term goals of the program component and ideally lead to achievement of those goals. Objectives have defined time limits and measurable results.

**ACTIVITIES:**

Activities are tasks performed to achieve identified objectives. These should be observable and/or measurable.

**PERFORMANCE OUTCOMES:**

Performance outcomes are the identified, quantifiable impact results of the program component on the target population. They should be tied to the program goals rather than to each objective or activity. Performance outcomes may be attainable during the contract period or it may be necessary to track their attainment over a longer period of time.

Program Name: Teen Pregnancy Prevention

**PERFORMANCE OUTCOMES**

GOALS		OBJECTIVES					ACTIVITIES			PERFORMANCE OUTCOMES	
		1	2	3	4	5	1.	2.	3.	4.	5.
1.	Teen Pregnancy Prevention and Education	1	Education of the prevalence and impact of teen pregnancy					1.	Development of materials		Thru the use of professional health educators, training is provided to nurses, students, counselors and others to help them better address the topic of teen pregnancy in our community
		2	Exploration of values regarding teens having sex and teen pregnancy					2.	Organization of Educational Workshop		
		3	Identification of barriers and behaviors that place teens at risk for unplanned pregnancy					3.	Coordination and partnerships with local high schools		
		4	Education about strategies regarding pregnancy prevention					4.			
		5						5.			
2.		1						1.			2.
		2						2.			
		3						3.			
		4						4.			
		5						5.			
3.		1						1.			3.
		2						2.			
		3						3.			
		4						4.			
		5						5.			
4.		1						1.			4.
		2						2.			
		3						3.			
		4						4.			
		5						5.			
5.		1						1.			5.
		2						2.			
		3						3.			
		4						4.			



STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES  
Annex A  
PROGRAM PERSONNEL INFORMATION  
Section 2.4

		POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		% OF TIME TO PROGRAM	QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
				FROM	TO			
<input type="checkbox"/> FT	<input type="checkbox"/> PT					%		
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<input type="checkbox"/> FT	<input type="checkbox"/> PT					%		
<input type="checkbox"/> FT	<input type="checkbox"/> PT					%		
<input type="checkbox"/> FT	<input type="checkbox"/> PT					%		
<input type="checkbox"/> FT	<input type="checkbox"/> PT					%		

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A

PROGRAM PERSONNEL INFORMATION

Section 2.4 Continued

Program Name:

Teen Pregnancy Prevention

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		% OF TIME TO PROGRAM	QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO			
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
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<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES**

**Annex A  
LEVEL OF SERVICE  
Section 2.5**

Program/Component Name: Teen Pregnancy Prevention  
 Service Type: Administration/Planning  
 Description of Unit Measurement: Planning  
 Number of Contracted Slots/Units: \_\_\_\_\_  
 Number of Annualized Units: \_\_\_\_\_

*Numbers should reflect unduplicated service counts*

	1	2	3
	MONTH	MONTHLY SERVICE DAYS OR UNITS	MONTHLY CONTRACT LOS
1	January	0	0
2	February	0	0
3	March	0	0
4	April	0	0
5	May	0	0
6	June	0	0
7	July	0	0
8	August	0	0
9	September	0	0
10	October	0	0
11	November	0	0
12	December	0	0
	<b>ANNUAL TOTALS</b>	<b>0</b>	<b>0</b>

Prevention of Teen Pregnancy



NOV 26 2014

BOARD OF  
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR  
Robert M. Damminger

FREEHOLDER LIAISON  
Adam Taliaferro



DEPARTMENT OF HUMAN  
SERVICES

DIRECTOR  
Lisa A. Cerny

P.O. Box 337  
Woodbury, NJ 08096

Phone: 856.384.6870

Fax: 856.384.0207

[lcerny@co.gloucester.nj.us](mailto:lcerny@co.gloucester.nj.us)

[www.gloucestercountynj.gov](http://www.gloucestercountynj.gov)

TO: *Mike Burke*  
TREASURER'S OFFICE

FROM: LISA CERNY, GRANTS COORDINATOR  
DEPARTMENT OF HUMAN SERVICES

- FOR YOUR INFORMATION
- GRANT REQUEST FORM (APPLICATION)
- Hold For Temp*  BUDGET AMENDMENT FORM
- SIGNED CONTRACT
- COMMITMENT LETTER
- BUDGET PAGE
- AMENDED BUDGET PAGE
- GRANT AWARD NOTICE
- PAYMENT SCHEDULE
- CERTIFICATION LETTER
- BUDGET TRANSFER FOR MATCHING FUNDS

DATE SENT: *November 26, 2014*

FROM: *Lisa A. Cerny*

JOANNE SCHNEIDER, HUMAN RESOURCES \_\_\_\_\_

PETE MERCANTI, PURCHASING AGENT \_\_\_\_\_

WILLIAM TAYLOR, DATA MANAGEMENT DIRECTOR \_\_\_\_\_

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

**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: Oct 9, 2013

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

2. GRANT TITLE: Prevention of Teen Pregnancy

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

4. COUNTY DEPARTMENT: Human Services

5. DEPT. CONTACT PERSON & PHONE NUMBER: Calvin Mc Farland 384-6870

6. NAME OF FUNDING AGENCY: Department of Children and Families

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): This grant would allow GCDHS and GC Health and Senior Services to partner in efforts to promote awareness of Teen Pregnancy Prevention within the County

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

NAME	AMOUNT	NAME	AMOUNT

9. TOTAL SALARY CHARGED TO GRANT: \$    \$   

10. INDIRECT COST (IC) RATE:    %

11. IC CHARGED TO GRANT \$   0  

12. FRINGE BENEFIT RATE CHARGED TO GRANT:   0   %

13. DATE APPLICATION DUE TO GRANTOR December 1, 2013

2015 GLOUCESTER COUNTY BUDGET  
OTHER EXPENSE REQUEST EXPLANATIONS

PREVENTION OF TEEN PREGNANCY  
2015 Budget

60911 Educational Materials

\$1,000.00

Form C-2

Department Code \_\_\_\_\_

Submission Date \_\_\_\_\_

Revision Date \_\_\_\_\_

Department \_\_\_\_\_

**INFORMATION FORM**

- 1) Date: **10/31/2014**
- 2) Name of County DHS/Organization: **Gloucester County Department of Human Services**
- 3) Address: **115 Budd Boulevard**  
City **Woodbury** State **NJ** Zip **08096**
- 4) Phone Number: **856/384-6870** Fax Number:  
E-Mail Address: Web Address:
- 5) Contact Person: **Calvin McFarland**  
Title
- 6) Amount **\$1,000**
- 7) Brief Description of Community Outreach Plan:  
**Purchase of "Ready-Or-Not" Tot Baby Simulators.**  
**Purchase three (3) Baby Simulators to loan to area high schools**  
**as part of program for teens to bring back their startling perspective on teen parenting.**
- 8) Geographic Area(s) to be Served: **All 24 local municipalities of Gloucester County.**
- 9) Client Population to be Served: **Public Health Nurses**
- 10) Estimated Number of Individuals to be Reached: **Approximately 25 Nurses and Counselors**
- 11) Total Project Budget **\$1,000**
- 12) Person Completing this information Form:  
Affiliation to the agency

Name of Applicant

Signature

Date

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State of New Jersey

DEPARTMENT OF CHILDREN AND FAMILIES  
Division of Child Protection and Permanency  
Southern Business Office  
5218 Atlantic Avenue, Suite 204  
Mays Landing, NJ 08330  
(609) 625-4913

CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lt. Governor*

ALLISON BLAKE, PH.D., L.S.W.  
*Commissioner*

September 24, 2014

Ms. Lisa Cerny, Director  
Gloucester County Department of Human Services  
115 Budd Boulevard  
Route 45 & Budd Boulevard  
Woodbury, NJ 08096

Re: Contract Number 15ANHS

Dear Ms. Cerny:

Enclosed is a new contract package that includes enclosed forms and/or mechanisms to obtain the Standard Language Agreement, Annex A and B and/or B-2, Schedule of Estimated Claims, Donor Agreement(s), Contract Renewal Checklist, Business Associate Agreement, Affirmative Action Forms.

State Law (PL2001, c.134) requires that all contractors and sub-contractors with state, county and municipal agencies provide proof of registration with the Department of Treasury, Division of Revenue. Please include proof of your business registration with your package. Information regarding proof of registration can be found at [www.state.nj.us/treasury/revenue/proofreg.htm](http://www.state.nj.us/treasury/revenue/proofreg.htm).

If applicable to your contract, included with this contract renewal is a copy of the Business Associates Agreement. Under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Office of Children's Services, as a covered entity, is required to establish a formal Business Associates Agreement with contract providers who share or disclose protected health information. Please sign and return the Business Associate Agreement with your contract renewal package.

Information Memorandum P91-2 explains necessary documentation for affirmative action compliance. Information Memorandum P91-2 can be viewed at [www.state.nj.us/humanservices/ocpm/policies/Information%20Memoranda/TM%20P91-2.pdf](http://www.state.nj.us/humanservices/ocpm/policies/Information%20Memoranda/TM%20P91-2.pdf). Prior to awarding any social services contract, the Department of Children and Families must ensure that all contract renewal packages include copies of at least one of the following affirmative action documents:

- \* A Federal Affirmative Action Plan approval – Which is a valid letter from the Office of Federal Contract Compliance Programs. Include a photo copy in the contract renewal or
- \* A Certificate of Employee Information Report – This is a certificate from the State Treasurer's Office. Include a photocopy in the contract renewal or
- \* An Affirmative Action Employee Information Report, Form AA-302 This form can be found at [www.state.nj.us/treasury/contract\\_compliance/pdf/aa302.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302.pdf). The instructions for the AA302 can be found at [www.state.nj.us/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf). The original forms should be submitted to the Division of Contract Compliance & Equal Employment Opportunity. Include a photocopy in the contract renewal.

In the event that your contract may require future modifications, the Department of Children and Families Policy Circular P1.10 covering such modifications can be found at [http://www.state.nj.us/humanservices/ocpm/contract\\_manuals.htm](http://www.state.nj.us/humanservices/ocpm/contract_manuals.htm), the site of the policy manuals.

Please complete the renewal forms and return all requested material to me on or before November 10, 2013. Please be mindful that funding cannot be released until each and every contract document is executed. Therefore, you should endeavor to submit all the required renewal package documents in a timely manner. If you anticipate your renewal will be late, be certain to contact me immediately.

If you have any questions concerning this renewal, please contact me at (609) 625-4913 extension 3031.

Sincerely,

Danielle L. Weinberg-Williams  
Contract Administrator  
Southern Business Office

Enclosures

DEPARTMENT OF CHILDREN AND FAMILIES  
 SCHEDULE OF ESTIMATED CLAIMS  
 THIRD PARTY CONTRACTS

ORIGINAL  
 MOD#

DIVISION: DCPP ORG CODE: 1610  
 PROVIDER NAME: Gloucester County DHS/HSAC CONTRACT NO.: 15ANH5 CONTRACT PERIOD: January 1, 2015 TO December 31, 2015

SERVICE PERIOD	COMPONENT #1 HSAC APU:	COMPONENT #2 Abused Missing Child APU:	COMPONENT #7 APCO APU:	COMPONENT # [ENTER Program Name] APU:	COMPONENT # [ENTER Program Name] APU:	COMPONENT # [ENTER Program Name] APU:	ESTIMATED CLAIM
MONTH/YEAR							MONTHLY YTD
January-14	\$5,231.00	\$270.00	\$83.00				\$5,584.00
February-14	\$5,231.00	\$270.00	\$83.00				\$11,168.00
March-14	\$5,231.00	\$270.00	\$83.00				\$16,752.00
April-14	\$5,231.00	\$270.00	\$83.00				\$22,336.00
May-14	\$5,231.00	\$270.00	\$83.00				\$27,920.00
June-14	\$5,231.00	\$270.00	\$83.00				\$33,504.00
July-14	\$5,231.00	\$270.00	\$83.00				\$39,088.00
August-14	\$5,231.00	\$270.00	\$83.00				\$44,672.00
September-14	\$5,231.00	\$270.00	\$83.00				\$50,256.00
October-14	\$5,231.00	\$270.00	\$83.00				\$55,840.00
November-14	\$5,231.00	\$270.00	\$83.00				\$61,424.00
December-14	\$5,229.00	\$264.00	\$87.00				\$67,004.00
TOTALS	\$62,770.00	\$3,234.00	\$1,000.00				\$67,004.00

ORIGINAL CONTRACT CEILING: \$67,004.00 MOD# 1          MOD# 2          MOD# 3          MOD# 4         

AUTHORIZED PROVIDER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

CONTRACT SUPERVISOR SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

EXPENDITURE SUMMARY:  NONE  MONTHLY  QUARTERLY  OTHER  MONTHLY  
 COST RELATED  NON COST RELATED ADVANCE PAYMENT:  NONE  MONTHLY

REIMBURSEMENT:  PERIODIC REPORTED EXPENDITURES  REIMBURSABLE CONTRACT CEILING: \$67,004.00  
 INSTALLMENTS  
 PROVISIONAL  
 FIXED RATE

FY: \_\_\_\_\_ AMOUNT: \_\_\_\_\_ FY: \_\_\_\_\_ AMOUNT: \_\_\_\_\_

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A  
PROGRAM DESCRIPTION  
Section 2.2

Program Name: Commission For Missing And Abused  
Children

Please note that additional information/addenda may be required in order to complete the contract package. Any specific requirements/stipulations pertaining to the program will be forwarded as applicable.

Label all answers clearly as outlined below:

1. Provide a brief program/component description and its purpose. The description should reflect the program requirements set forth in the initial RFP and any changes that may have resulted from negotiations.

The Commission on Missing and Abused Children provides information designed to educate County Government, service providers and residents on the needs of children who are missing, abused or neglected and the services available to them and their families.

2. Identify the target population served by this program/component (i.e. individuals who have been unemployed for the past 6-12 months).
  - Indicate the program's level of experience with the target population.
  - Provide a brief outline or snapshot of the characteristics, needs, and current circumstances of the customers the program intends to serve.
  - Explain how these customers are distinct in any way from the general population. It is generally viewed as a sign of strength when a program is able to identify the population that will benefit the most from the services provided.

The target population includes service provider organizations, educators, law enforcement professionals, families, youth and children of Gloucester County

3. Detail what the program intends to address through service delivery. State the results the program intends to achieve.

The COMA meets monthly and collaborates with service providers, educators, law enforcement professionals and government in an effort to develop meaningful dialogue and educational opportunities which are targeted towards addressing the needs of county youth, child advocacy, child abuse prevention and missing and children.

4. Describe the program service delivery method (i.e. in the community, on site).

Not Applicable.

5. Detail how customers access services.

- Cite any physical limitations that might preclude program admission or referral acceptance
- Discuss referral procedures and discharge planning with respect to the continuum of care
- Cite negative and planned discharge procedures
- Indicate specific documents needed for referrals, when applicable

Thru attendance at monthly COMA meetings and participation in educational workshops

6. Describe the neighborhood(s) and the building(s) where each program site(s) is located. Detail accessibility to mass transportation. Identify the program catchment area.

Not Applicable

7. Detail the program's emergency procedures. Provide any after-hours telephone numbers, emergency contacts, and special instructions.

Not Applicable

8. Provide the total number of unduplicated customers served in the previous contract period for each of the contracted programs. Unduplicated customers refers to the practice of counting a customer receiving services only once within a service cycle.

- Indicate the number of unduplicated customers achieving results.
- Indicate how the information was captured and measured.

Not Applicable

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A  
PERFORMANCE OUTCOMES  
Section 2.3

Program Name: Commission On Missing And Abused  
Children

For each program component please identify: goals, objectives, activities, and performance outcomes, using the following definitions and the chart below.

**GOALS:**

Goals are statements detailing the long term, ongoing aims or intentions of each program component. Goals do not have a specific time limit but are designed to produce the desired results over an extended time period. Achievement of goals may reach beyond the contract period.

**OBJECTIVES:**

Objectives are statements detailing the desired results of day to day activities. These are short term milestones to be achieved during the contract period. Objectives are reflective of the long term goals of the program component and ideally lead to achievement of those goals. Objectives have defined time limits and measurable results.

**ACTIVITIES:**

Activities are tasks performed to achieve identified objectives. These should be observable and/or measurable.

**PERFORMANCE OUTCOMES:**

Performance outcomes are the identified, quantifiable impact results of the program component on the target population. They should be tied to the program goals rather than to each objective or activity. Performance outcomes may be attainable during the contract period or it may be necessary to track their attainment over a longer period of time.

Commission For Missing And Abused  
Children

Program Name:

PERFORMANCE OUTCOMES

GOALS		OBJECTIVES					ACTIVITIES					PERFORMANCE OUTCOMES				
1.	To provide a forum for information sharing, education and services development which addresses the needs of Missing and Abused Children	1.	Maintain an existing committee	1.	Continued monthly meeting	1.	Creation of a more knowledgeable community on the issues and services affecting missing and abused children	1.								
		2.	encourage collaboration and coordination among services providers, law enforcement, educators, government and residents	2.	Development of Educational Workshops and Brochures											
		3.		3.												
		4.		4.												
		5.		5.												
2.		1.		1.		2.										
		2.		2.												
		3.		3.												
		4.		4.												
		5.		5.												
3.		1.		1.		3.										
		2.		2.												
		3.		3.												
		4.		4.												
		5.		5.												
4.		1.		1.		4.										
		2.		2.												
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		4.		4.												
		5.		5.												
5.		1.		1.		5.										
		2.		2.												
		3.		3.												



STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES  
Annex A  
PROGRAM PERSONNEL INFORMATION  
Section 2.4

Program Name: Commission On Missing And Abused Children

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		% OF TIME TO PROGRAM	QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO			
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
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STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A  
PROGRAM PERSONNEL INFORMATION  
Section 2.4 Continued

Program Name: Commission On Missing And Abused Children

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		% OF TIME TO PROGRAM	QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO			
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
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<input type="checkbox"/> FT <input type="checkbox"/> PT					%		

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES**

**Annex A  
LEVEL OF SERVICE  
Section 2.5**

**Program/Component Name:** Commission On Missing And Abused Children  
**Service Type:** Administration/Planning  
**Description of Unit Measurement:** Planning Meetings  
**Number of Contracted Slots/Units:** \_\_\_\_\_  
**Number of Annualized Units:** \_\_\_\_\_

*Numbers should reflect unduplicated service counts*

	1	2	3
	MONTH	MONTHLY SERVICE DAYS OR UNITS	MONTHLY CONTRACT LOS
1	January	0	0
2	February	0	0
3	March	0	0
4	April	0	0
5	May	0	0
6	June	0	0
7	July	0	0
8	August	0	0
9	September	0	0
10	October	0	0
11	November	0	0
12	December	0	0
	<b>ANNUAL TOTALS</b>	<b>0</b>	<b>0</b>

# SECTION 2

## PROGRAM INFORMATION

*The following four parts must be completed  
for  
each individual  
contracted program/component*

*Please note that additional requirements or stipulations may be necessary for an identified program and will be forwarded to you, as applicable, by the Department of Children and Families, Office of Contract Administration.*

*(Please Note: Effective 9/2011 Section 2.1 of the Annex A has been removed from the package to facilitate the DCF Resource Directory. This section of the Annex A will be provided to you for completion by DCF Contract Administrators.)*

## SECTION 2

### Program Description and Service Delivery Information

One set is completed for each contracted program/component. Make additional copies as necessary. They can also be downloaded from the Office of Contract Administration website at [www.nj.gov/dcf](http://www.nj.gov/dcf) and clicking on the link to "Contract and RFP Information".

#### Section 2.1: Program Name and Service Delivery Information

Effective 9/1/2011, Section 2.1 has been removed from the Standardized Annex A. DCF has reformatted Section 2.1 in order to facilitate the establishment and ongoing maintenance of a DCF Resource Directory. Your DCF Contract Administrator will email a partially completed Section 2.1 for each contract component to your agency at the time of contract renewal. The Section 2.1 form is still a required document and a part of a complete Annex A submission. Please remember to email the completed Section 2.1 to your Contract Administrator(s) as part of your Annex A submission(s).

#### Section 2.2: Program Description

Answer and clearly label all questions as outlined.

Note: Questions asked may not be all inclusive. You will be notified of any other Required Program Description and Deliverables for your specific program, as applicable, to complete your contract package.

#### Section 2.3: Performance Outcomes

This section should be negotiated with the managing Contract Office and program staff, where applicable, prior to inclusion in the contract package.

#### Section 2.4: Program Personnel Information Sheet

*Note: If agency is contracted for 5 programs, and a social worker works in all of these programs, list this person on the core agency personnel sheet (Section 1.3). If the social worker works in only four out of the five programs, do not include this person on the core agency personnel sheet. This staff person will be listed on each of the four relevant program personnel sheets (Section 2.4) which is part of Section 2.*

Column 1: List all full-time and part-time positions dedicated to and funded by **each program**. List the title of each full-time and part-time position in your agency. Check appropriate box.

Columns 2 through 5: Complete the remainder of the form by listing for each position, in the appropriate column, the following information:

- Name of employee
- Work hours (general-not specific to program)
- Indicate percentage of employee's compensated time that is dedicated to the program  
*(Example: If the employee is a social worker who works for 4 of the 5 agency's funded programs, then the employee's time should be apportioned, as such)*

- Qualifications, including degrees, licenses, certificates, etc. that the employee possesses and which are pertinent to his/her position; and
- The functional job duties of the employee

**Note:** Staff listed on the personnel information forms (Section 1.3 and Section 2.4) must also be represented on the Annex B budget presentation, when applicable.

### **Section 2.5: Level of Service Form**

A monthly contracted level of service chart is to be completed for each program/component, if applicable. One program might require several LOS forms to be completed which can be downloaded from the website. This will be indicated to you by the Contract Administrator and/or in the renewal/award letter.

The information on this form is usually utilized as a reference/source document when completing reporting forms during the contract term, when required by DCF.

**Service Type:** Per service dictionary, contact your contract administrator (i.e. individual counseling, residential placement, legal assistance, transportation)

**Description of Unit Measurement:** Indicate what is being used as the measurement for monthly Contracted Level of Service (CLOS), (i.e. beds, rides, sessions, hours)

**Number of Contracted Slots/Units:** Numbers should reflect unduplicated service counts. Unduplicated service counts refers to the practice of counting a customer receiving services only once within a service cycle.

Refer to Annex B2 and or Renewal/Award Letter for this number. (i.e. # of beds, # of rides, # of sessions, # of hours)

**Annualized Units:** Equivalent to the Annual Total under Column 3 on chart.

**Column 1:** Select Month from drop down menu. Month 1 should reflect 1<sup>st</sup> month of Contract.

**Column 2:** Indicate Actual Number of Expected Days of Service or Units Per Month.

**Column 3:** Indicate total Contracted LOS per month, this could be 'Days of Service' multiplied by Number of Contracted Slots/Units per month or equivalent to number listed in Column 2.

**Annual Totals:** This number will equal annualized number of units to be contracted per program type.

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A  
PROGRAM DESCRIPTION  
Section 2.2

Program Name: Teen Pregnancy Prevention

Please note that additional information/addenda may be required in order to complete the contract package. Any specific requirements/stipulations pertaining to the program will be forwarded as applicable.

Label all answers clearly as outlined below:

1. Provide a brief program/component description and its purpose. The description should reflect the program requirements set forth in the initial RFP and any changes that may have resulted from negotiations.

The Teen Pregnancy Prevention Program provides pregnancy prevention education to clinical professionals, counselors, students and nurses who interact with teen population.

2. Identify the target population served by this program/component (i.e. individuals who have been unemployed for the past 6-12 months).
  - Indicate the program's level of experience with the target population.
  - Provide a brief outline or snapshot of the characteristics, needs, and current circumstances of the customers the program intends to serve.
  - Explain how these customers are distinct in any way from the general population. It is generally viewed as a sign of strength when a program is able to identify the population that will benefit the most from the services provided.

Clinical Professionals, counselors, students and nurses who actively engage youth on a daily basis and can assist them with information and positively influence teen behaviors.

3. Detail what the program intends to address through service delivery. State the results the program intends to achieve.

Thru the use of professional health professionals this grant provides a workshop which assists our target population in learning about the impact and prevalence of teen pregnancy. Assisting the population in the exploration of their own values regarding teens who have sex and get pregnant and provides a mechanism to identify barriers and behaviors which put teens at risk.

Program Description cont.

4. Describe the program service delivery method (i.e. in the community, on site).

Does not provide direct services.

5. Detail how customers access services.

- Cite any physical limitations that might preclude program admission or referral acceptance
- Discuss referral procedures and discharge planning with respect to the continuum of care
- Cite negative and planned discharge procedures
- Indicate specific documents needed for referrals, when applicable

Does not provide direct services

6. Describe the neighborhood(s) and the building(s) where each program site(s) is located. Detail accessibility to mass transportation. Identify the program catchment area.

Not Applicable

7. Detail the program's emergency procedures. Provide any after-hours telephone numbers, emergency contacts, and special instructions.

Not Applicable

8. Provide the total number of unduplicated customers served in the previous contract period for each of the contracted programs. Unduplicated customers refers to the practice of counting a customer receiving services only once within a service cycle.

- Indicate the number of unduplicated customers achieving results.
- Indicate how the information was captured and measured.

Not Applicable

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A  
PERFORMANCE OUTCOMES  
Section 2.3

Program Name: Teen Pregnancy Prevention

For each program component please identify: goals, objectives, activities, and performance outcomes, using the following definitions and the chart below.

**GOALS:**

Goals are statements detailing the long term, ongoing aims or intentions of each program component. Goals do not have a specific time limit but are designed to produce the desired results over an extended time period. Achievement of goals may reach beyond the contract period.

**OBJECTIVES:**

Objectives are statements detailing the desired results of day to day activities. These are short term milestones to be achieved during the contract period. Objectives are reflective of the long term goals of the program component and ideally lead to achievement of those goals. Objectives have defined time limits and measurable results.

**ACTIVITIES:**

Activities are tasks performed to achieve identified objectives. These should be observable and/or measurable.

**PERFORMANCE OUTCOMES:**

Performance outcomes are the identified, quantifiable impact results of the program component on the target population. They should be tied to the program goals rather than to each objective or activity. Performance outcomes may be attainable during the contract period or it may be necessary to track their attainment over a longer period of time.

Program Name: Teen Pregnancy Prevention

**PERFORMANCE OUTCOMES**

GOALS	OBJECTIVES					ACTIVITIES					PERFORMANCE OUTCOMES
	1.	2.	3.	4.	5.	1.	2.	3.	4.	5.	
1. Teen Pregnancy Prevention and Education	1.	Education of the prevalence and impact of teen pregnancy				1.	Development of materials				Thru the use of professional health educators, training is provided to nurses, students, counselors and others to help them better address the topic of teen pregnancy in our community
	2.	Exploration of values regarding teens having sex and teen pregnancy				2.	Organization of Educational Workshop				
	3.	Identification of barriers and behaviors that place teens at risk for unplanned pregnancy				3.	Coordination and partnerships with local high schools				
	4.	Education about strategies regarding pregnancy prevention				4.					
	5.					5.					
2.	1.					1.					2.
	2.					2.					
	3.					3.					
	4.					4.					
	5.					5.					
3.	1.					1.					3.
	2.					2.					
	3.					3.					
	4.					4.					
	5.					5.					
4.	1.					1.					4.
	2.					2.					
	3.					3.					
	4.					4.					
	5.					5.					
5.	1.					1.					5.
	2.					2.					
	3.					3.					
	4.					4.					
	5.					5.					



STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES  
Annex A  
PROGRAM PERSONNEL INFORMATION  
Section 2.4

Program Name: Teen Pregnancy Prevention

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		% OF TIME TO PROGRAM	QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO			
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
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<input type="checkbox"/> FT <input type="checkbox"/> PT					%		

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES  
Annex A  
PROGRAM PERSONNEL INFORMATION  
Section 2.4 Continued

Program Name: Teen Pregnancy Prevention

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		% OF TIME TO PROGRAM	QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO			
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
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<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES**

**Annex A  
LEVEL OF SERVICE  
Section 2.5**

Program/Component Name: Teen Pregnancy Prevention  
 Service Type: Administration/Planning  
 Description of Unit Measurement: Planning  
 Number of Contracted Slots/Units: \_\_\_\_\_  
 Number of Annualized Units: \_\_\_\_\_

*Numbers should reflect unduplicated service counts*

	1	2	3
	MONTH	MONTHLY SERVICE DAYS OR UNITS	MONTHLY CONTRACT LOS
1	January	0	0
2	February	0	0
3	March	0	0
4	April	0	0
5	May	0	0
6	June	0	0
7	July	0	0
8	August	0	0
9	September	0	0
10	October	0	0
11	November	0	0
12	December	0	0
	<b>ANNUAL TOTALS</b>	<b>0</b>	<b>0</b>

**RESOLUTION AUTHORIZING APPLICATION FOR THE "FY2015 YOUTH INCENTIVE PROGRAM GRANT" TO THE NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES, CHILDREN'S SYSTEM OF CARE, IN AN AMOUNT NOT TO EXCEED \$38,442.00**

E-2

**WHEREAS**, it is beneficial to the residents of the County for the Gloucester County Board of Chosen Freeholders to provide administrative support to the County Inter-Agency Coordinating Council for Children; and

**WHEREAS**, the County is eligible to receive a grant under the New Jersey Department of Children and Families, Children's System of Care for support of the CIACC entitled "FY2015 Youth Incentive Program Grant", for a total amount of \$38,442.00, from January 1, 2015 to December 31, 2015; and

**WHEREAS**, the Department of Human Services 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 Board of Chosen Freeholders acknowledges that the total amount of grant funds to be requested is for a total amount of \$38,442.00, from January 1, 2015 to December 31, 2015.

**NOW, THEREFORE**, 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 application to the New Jersey Department of Children and Families Division of Youth and Family Services for the "FY2015 Youth Incentive Program Grant" in the amount of \$38,442.00, from January 1, 2015 to December 31, 2015; and

**BE IT FURTHER RESOLVED** that the Gloucester County Department of Human Services is responsible for the grant implementation; and

**BE IT FURTHER RESOLVED** that the County of Gloucester will submit to the New Jersey Department of Children and Families, Children's System of Care an application with any and all documents to effectuate the 2015 Youth Incentive Program Grant.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 17, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

**ROBERT N. DILELLA, CLERK**



E-2

### 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: 11/17/14

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

2. GRANT TITLE:   Human Services Planning Grant/YIP  

3. GRANT TERM: FROM:   01/01/15   TO:   12/31/15  

4. COUNTY DEPARTMENT:   Human Services  

5. DEPT. CONTACT PERSON & PHONE NUMBER:   Calvin McFarland 384-6878  

6. NAME OF FUNDING AGENCY:   NJ Dept. of Children and Families  

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD):   This funding provides administrative support to the CIACC. (County Coordinating Council for Children) The mission of the CIACC is to provide community services to youth with special emotional needs at risk of out of home placements.  

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

NAME	AMOUNT	NAME	AMOUNT
<u>Rick Gaydos</u>	<u>\$11,793</u>		
<u>*New Hire</u>	<u>\$26,649</u>		

9. TOTAL SALARY CHARGED TO GRANT: \$   38,442  

10. INDIRECT COST (IC) RATE:          %

11. IC CHARGED TO GRANTS \$   0  

12. FRINGE BENEFIT RATE CHARGED TO GRANT:   0   %

13. DATE APPLICATION DUE TO GRANTOR   Dec 1, 2014

2015 GLOUCESTER COUNTY BUDGET  
OTHER EXPENSE REQUEST EXPLANATIONS

2015 Budget  
YIP Administration

101	Salaries & Wages	\$38,442
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Department \_\_\_\_\_

Form C-2  
Department Code \_\_\_\_\_  
Submission Date \_\_\_\_\_  
Revision Date \_\_\_\_\_

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State of New Jersey  
DEPARTMENT OF CHILDREN AND FAMILIES

CHRIS CHRISIE  
*Governor*

KIM GUADAGNO  
*Lt. Governor*

ALLISON BLAKE, PH.D., L.S.W.  
*Commissioner*

October 28, 2014

Rick Gaydos  
County of Gloucester  
PO Box 337  
The Old Courthouse  
Woodbury, NJ 08096

**Contract Renewal**  
Contract #: 15OEHR  
Contract Term: 1/1/15- 12/31/15

Dear Mr. Gaydos:

The Department of Children and Families (DCF), Children's System of Care (CSOC) is pleased to renew your contract. In order to affect this contract by January 1, 2015 kindly submit a completed contract package to CSOC for review and approval by Friday November 28, 2014. Please refer to the department's official website at <http://www.nj.gov/dcf/providers/contracting/forms/> to access the appropriate documents and/or forms associated with this contract transition. Also please note that several contract documents require signatures and must be dated.

The SCY 2015 award amount is reported in the attached funding award letter. *Please carefully review this document as some program component amounts may have been adjusted.* The total dollar amount on your CSOC renewal contract must be consistent with the CSOC funding award for your agency. If you are uncertain about or have questions related to the funding award, please call your Contract Administrator. (Please see enclosed funding award with Schedule of Estimated Claims) A detailed basis of allocation must be provided for each budgeted line item.

Please note, this contract package indicates Calendar Year 2015 contract funding based on your Calendar Year 2014 contract. Actual amounts for your calendar year 2015 contract are subject to change according to the funding appropriated to DCF in the State budget for FY 15.

Annex A

The fully executed Annex A for the currently approved term (CY 2014) will be the accepted Annex A for this contract term (CY 2015). If your agency's Annex A will require extensive revision and negotiation, then a revised Annex A showing the agencies proposed changes which are being made should be submitted. Please ensure that all required documents in the Annex A checklist, with the applicable number of copies are submitted as indicated per item.

Annex B

The Annex B on the department's website will continue to be utilized for the contract components. During the contract negotiation phase we may require additional budgetary detail.

Periodic Reporting

The new reporting requirements will be relayed in a future communication.

DCF/CSOC encourages the submission of contract documents electronically. Many of the standard DCF forms are available on our website, and any documents specific to your agency may be scanned or prepared in PDF format to transmit through our email system.

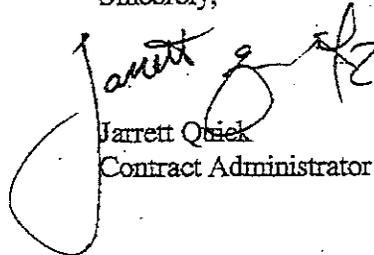
All paper documents are to be submitted to the following address:

Children's System of Care  
Office of Contract Administration  
Attention: Jarrett Quick  
50 East State Street, 3<sup>rd</sup> floor  
PO Box 717  
Trenton, NJ 08625-0717

Any questions regarding this communication may be directed to me at 609-888-7351 or by email [jarrett.quick@dcf.state.nj.us](mailto:jarrett.quick@dcf.state.nj.us).

Thank you for your continued commitment to the children and families of New Jersey.

Sincerely,



Jarrett Quick  
Contract Administrator

cc:

STATE OF NJ DIVISION OF CHILDREN'S SYSTEM OF CARE  
 FUNDING AWARD FOR STATE CALENDAR YEAR 2015  
 CONTRACT ACTION: **CONTRACT RENEWAL**  
 Action Date: 10/28/14

AGENCY: County of Gloucester	
CONTRACT NUMBER:	150EHR
CONTRACT PROGRAMS:	YIP1:
CSOC CONTRACT AMOUNT FOR SCY 2015:	<b>\$38,442</b>
CONTRACT TERM	1/1/2015-12/31/2015
EFFECTIVE DATE:	1/1/2015

**STATE APPROPRIATIONS**

	SCY 2014	SCY 2015
YIP1:	\$38,442	\$38,442
TOTAL PROGRAMS:	\$38,442	\$38,442

---

SCY 2015 AWARD CONTRACT AMOUNT: \$38,442

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Note: Contract transitionig from DCP&P to CSOC

- |       |                    |       |                        |
|-------|--------------------|-------|------------------------|
| *     | refers to YCM      | ***** | refers to YIP 1        |
| **    | refers to COP      | ***** | refers to YIP 2        |
| ***   | refers to PC       | ***** | refers to MRSS         |
| ****  | refers to EBP      | ***** | refers to CRIS PROGRAM |
| ***** | refers to Acute JJ |       |                        |

DEPARTMENT OF CHILDREN AND FAMILIES  
 SCHEDULE OF ESTIMATED CLAIMS  
 THIRD PARTY CONTRACTS

ORIGINAL  
 MOD#

DIVISION: CHILDREN'S SYSTEM OF CARE      ORG CODE: 1620      FISCAL YEAR: 2015  
 PROVIDER NAME: County of Gloucester      CONTRACT NO.: 150EHR      CONTRACT PERIOD: Jan 1, 2015 TO Dec 31, 2015

SERVICE PERIOD	ESTIMATED MONTHLY CLAIMS	ESTIMATED QUARTERLY CLAIMS	ESTIMATED ANNUAL CLAIMS
Jan 2015	\$3,203	\$3,203.00	\$3,203.00
Feb 2015	\$3,203	\$3,203.00	\$6,406.00
Mar 2015	\$3,203	\$3,203.00	\$9,609.00
Apr 2015	\$3,203	\$3,203.00	\$12,812.00
May 2015	\$3,203	\$3,203.00	\$16,015.00
Jun 2015	\$3,203	\$3,203.00	\$19,218.00
Jul 2015	\$3,203	\$3,203.00	\$22,421.00
Aug 2015	\$3,203	\$3,203.00	\$25,624.00
Sep 2015	\$3,203	\$3,203.00	\$28,827.00
Oct 2015	\$3,203	\$3,203.00	\$32,030.00
Nov 2015	\$3,203	\$3,203.00	\$35,233.00
Dec 2015	\$3,209	\$3,209.00	\$38,442.00
<b>TOTALS</b>	<b>\$38,442.00</b>	<b>\$38,442.00</b>	<b>\$38,442.00</b>

ORIGINAL CONTRACT CEILING \$38,442.00 MOD# 1      MOD# 2      MOD# 3      MOD# 4

Provider Authorized Signature: \_\_\_\_\_ DATE: \_\_\_\_\_  
 DCF Contract Supervisor Signature: \_\_\_\_\_ DATE: \_\_\_\_\_

EXPENDITURE SUMMARY:  NONE     MONTHLY     QUARTERLY     OTHER  
 COST RELATED     NON COST RELATED    ADVANCE PAYMENT:  NONE     MONTHLY

REIMBURSEMENT:  PERIODIC REPORTED EXPENDITURES    REIMBURSABLE CONTRACT CEILING: \$30,442.00  
 INSTALLMENTS    FY: 2015 AMOUNT: \$19,218    FY: 2016 AMOUNT: \$19,224  
 PROVISIONAL  
 FIXED RATE

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

# ANNEX A

**I. Please indicate which Division/Office the Contract is being awarded through:**

- DIVISION OF CHILDREN'S SYSTEM OF CARE (formerly DCBHS)
- DIVISION OF FAMILY AND COMMUNITY PARTNERSHIPS (formerly DPCP)
- DIVISION OF CHILD PROTECTION AND PERMANENCY (formerly DYFS)
- DIVISION ON WOMEN (DOW)
- TRAINING ACADEMY
- OFFICE OF COMMUNICATION AND PUBLIC AFFAIRS
- OFFICE OF EDUCATION
- OFFICE OF ADOLESCENT SERVICES

**II. Please list all programs that are funded through this contract (attach sheet if more than 20 programs):**

- |   |           |
|---|-----------|
| 1. Childrens Interagency Coordinating Council | 11. _____ |
| 2. _____                                      | 12. _____ |
| 3. _____                                      | 13. _____ |
| 4. _____                                      | 14. _____ |
| 5. _____                                      | 15. _____ |
| 6. _____                                      | 16. _____ |
| 7. _____                                      | 17. _____ |
| 8. _____                                      | 18. _____ |
| 9. _____                                      | 19. _____ |
| 10. _____                                     | 20. _____ |

**Note:** Each program must have its own Section 2 which includes the following:

**Section 2.1 Program Name and Service Delivery Information**

*(Please Note: Effective 9/2011 this section of the Annex A has been removed from the package to facilitate the DCF Resource Directory. This section of the Annex A will be provided to you for completion by DCF Contract Administrators.)*

**Section 2.2 Program Description**

**Section 2.3 Performance Outcomes**

**Section 2.4 Personnel Information Sheet**

**Section 2.5 Level of Service Form**

GENERAL  
CONTRACT  
INFORMATION

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STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

CONTRACT SUMMARY SHEET

**Provider Agency** G.C. Board Of Chosen Freeholders **Contract #** 15OEHR  
**Mailing Address** P.O. Box 337 **Federal ID** 21-6000660  
Woodbury, New Jersey  
08096  
**Telephone Number** 856 - 853 -3391  
**Provider Agency Fiscal Year End** 12/31/2015

**Contract Effective Date** 01/01/2015 to 12/31/2015 **Contract Ceiling** \$38,442.00

**Organization Type** County   
Municipal (i.e. School)   
Private, Non-Profit   
Private, For-Profit  % Indicate % of profit charged towards contract  
Faith-Based   
Hospital-Based

**Chief Executive Officer** Robert M. Damminger  
**Title** Freeholder Director  
**Mailing Address** P.O. Box 337  
Woodbury, New Jersey  
08096  
**Telephone Number** 856 - 853 -3390  
**Fax Number** 856 - 853 -853  
**E-Mail Address** rdammiger@co.gloucester.nj.us

**All notices relevant to this contract should be sent to:**

**Name & Title** Lisa A Cerny, Director  
**Mailing Address** 115 Budd Boulevard  
Route 45& Budd Boulevard  
Woodbury, New Jersey  
**Telephone Number** 856 - 384 -6870  
**Fax Number** 856 - 384 -0207  
**E-Mail Address** lcerny@co.gloucester.nj.us

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES**

**INSTRUCTIONS FOR COMPLETING THE CONTRACT PACKAGE**

The Annex A is an important part of your contract because it explains your program and emphasizes the improvements you and your staff are trying to make in the lives of your customers. In addition, it serves as the basis for evaluation and planning.

It is in our mutual interest to have an Annex A that clearly and concisely communicates key information about your program.

The Annex A and Annex B / Annex B2 must be consistent in the information presented.

Do not include organizational tabs, dividers or separation sheets.

Refer to the renewal/award letter for any additional documents and information required to complete the Annex A.

Enter the contract identification number assigned to your contract in the Award or Renewal Letter where requested.

**Contract Summary Sheet**

**Provider Agency:** Enter the legal name of the Managing Agency. This is the name that will identify your contract on all correspondence and reporting documents.

**Contract Number:** Enter the Contract Number as stated in the contract Award or Renewal Letter.

**Mailing Address:** Enter the mailing address of the Managing Agency

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**Federal Identification Number:** Enter the Federal Identification Number assigned to the Managing Agency.

**Telephone Number:** Enter the area code and telephone number of the Managing Agency.

**Provider Agency Fiscal Year:** Enter the provider agency's fiscal year.

**Contract Effective Dates:** Enter the contract start and end dates as indicated in the Renewal Letter.

**Contract Ceiling:** Enter the dollar amount of the contract ceiling as stated in the Renewal Letter.

**Organization Type:** Check the type of organization entering into the contract.

**Chief Executive Officer:** Enter the name of the person responsible for all contract operations as designated by a resolution of the governing body.

**Title:** Enter the title of the Chief Executive Officer of the Managing Agency.

Enter the mailing address, telephone number, fax number, and e-mail address of the Chief Executive Officer of the Managing Agency.

**All notices relevant to this contract should be sent to:** Enter the name, title, mailing address, area code and telephone number, fax number and e-mail address of the person identified at the Managing Agency to receive contract materials

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES  
REQUIRED CONTRACT DOCUMENTS CHECKLIST**

CONTRACT ADMINISTRATOR: Jarret Quick

CONTRACT NUMBER: \_\_\_\_\_

NAME OF AGENCY: G.C.Board Of Chosen Freeholders

CONTRACT PERIOD: 01/01/2015 TO 12/31/2015

The checklist must be completed and returned with all documents prior to contract approval. Specificity as it relates to number of copies and any additional Division/Office documentation to be submitted will be forwarded with the renewal/award letter by your Contract Administrator. Forms that are not included in the following pages, can be found by accessing the website at [www.nj.gov/DCF](http://www.nj.gov/DCF) and clicking on the link to 'Contract and RFP Information'.

	Document	Required with first Contract and as Amended	Required Annually and as Amended	Required on-site	Check if submitted with package
<b>1. Contract Documents</b>					
A.	Standard Language Document with original signature (additional copies requested must also have original signature) (DCF P2.01)		3 signature pages		<input type="checkbox"/>
B.	Annex A (includes Section 2 for each program funded) (DCF P3.52)		•		<input type="checkbox"/>
C.	Annex B – Budget Form (Expense Summary, Detail and Schedules 1- 6) or Annex B-2 (DCF.CRM 5.2 and 5.3)		•		<input type="checkbox"/>
D.	Schedule of Estimated Claims, if applicable		3 signature pages		<input type="checkbox"/>
E.	Public Law 2005, Chapter 92 (formerly known as Executive Order 129) Source Disclosure Certification Form		•		<input type="checkbox"/>
F.	Federal Funding Accountability and Transparency Act (FFATA) of 2006 Contractor Compliance Registration (CCR) Attestation Form (regarding DUNS number)	•			<input type="checkbox"/>
G.	Renewal printout from the Central Contractor Registry (CCR) website ( <a href="http://www.bpn.gov/ccr/default.aspx">www.bpn.gov/ccr/default.aspx</a> )		•		<input type="checkbox"/>
<b>2. Agreements</b>					
H.	Subcontract/Consultant Agreement(s) (related to DCF Contracts)		•		<input type="checkbox"/>
I.	Private/Public Donor Agreement (s) for Match Responsibilities (DCF. P6.01)		•		<input type="checkbox"/>
J.	HIPAA Business Associate Agreement (DCF P1.06)		•		<input type="checkbox"/>
K.	A copy of the Acknowledgement of Receipt of the New Jersey State Policy and Procedures returned to the DCF Office of the EEO/AA (DCF.P8.10)		•		<input type="checkbox"/>
<b>3. Insurances/Licenses/Certificates</b>					
L.	Liability Insurance Declaration Page and/or Malpractice Insurance		•		<input type="checkbox"/>
M.	Bonding Certificate		•		<input type="checkbox"/>
N.	Applicable Licenses (professional license related to job responsibilities)		•	•	<input type="checkbox"/>
O.	Current Affirmative Action Certificate or copy of renewal application sent to Treasury (AA302 – Affirmative Action Employee Information Report)		•		<input type="checkbox"/>
P.	Health/Fire Certificates	•		•	<input type="checkbox"/>
Q.	Certificate of Occupancy or Continued Certificate of Occupancy	•			<input type="checkbox"/>
R.	Lease or Mortgage	•			<input type="checkbox"/>
S.	Certificate of Incorporation	•			<input type="checkbox"/>
T.	New Jersey Business Registration Certificate with the Division of Revenue (Public Law	•			<input type="checkbox"/>

2001, Chapter 134) (DCF.P2.01)				
--------------------------------	--	--	--	--

Rev.7/1/2012

	Document	Required with first Contract and as amended	Required Annually and as amended	Required on-site	Check if submitted with package
<b>4. Documents Required for Non Profit Agencies and as applicable for Profit Agencies</b>					
U.	Dated List of Names, Titles, Addresses, and Terms of Board of Directors		•		<input type="checkbox"/>
V.	Copy of the most recently approved Board Minutes			•	<input type="checkbox"/>
W.	Agency By-Laws	•			<input type="checkbox"/>
X.	Tax Exempt Certification	•			<input type="checkbox"/>
Y.	Form 990 – Return of Organization Exempt From Income Tax		•		<input type="checkbox"/>
<b>5. Documents Required for Profit Agencies only</b>					
Z.	U.S. Corporation Income Tax Return, Form 1120		•		<input type="checkbox"/>
AA.	Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions (formerly known as Executive Order 134) and copy of NJ Business Registration Certificate		bi-annual		<input type="checkbox"/>
BB.	Ownership Disclosure Form	•			<input type="checkbox"/>
<b>6. Agency Policies and Organizational Information</b>					
CC.	Organizational Chart		•		<input type="checkbox"/>
DD.	Personnel Manual (including job descriptions of staff) and Employee Handbook			•	<input type="checkbox"/>
EE.	Affirmative Action Policy/Plan			•	<input type="checkbox"/>
FF.	Conflict of Interest Policy and Attestation Form (DCF.P8.05)			•	<input type="checkbox"/>
GG.	Procurement Policy (DCF.CRM.2.3)			•	<input type="checkbox"/>
HH.	Equipment Inventory (items purchased with DCF funds) (DCF.P4.05)		•		<input type="checkbox"/>
<b>7. Audit</b>					
II.	Notification of Licensed Public Accountant (NLPA) - include copy of Accountant's Certification (DCF.P7.06)		•		<input type="checkbox"/>
JJ.	Copy of Audit (DCF.P7.06)		•		<input type="checkbox"/>
<b>8. Other Supporting Documents</b>					
KK.	Annual Report to Secretary of State (DCF.P1.04)		•		<input type="checkbox"/>
LL.	Annual Report – Charitable Organizations (DCF.P1.03)		•		<input type="checkbox"/>
MM.	ACH – Credit authorization for automatic deposits (for new requests only)	•			<input type="checkbox"/>
NN.	W-9 Form (for new Agencies only)	•			<input type="checkbox"/>
<b>9. Additional Division/Office Specific Forms</b>					
1.	Division of Children's System of Care (formerly DCBHS) Budget Narrative or Annex B (if applicable)		•		<input type="checkbox"/>
2.					<input type="checkbox"/>
3.					<input type="checkbox"/>
4.					<input type="checkbox"/>

**The contracted agency agrees to submit, to the DCF Contract Administrator, any and all changes regarding the information presented in these documents during the term of the contract. All documents should be current and reflect the approval of the agency's Board of Directors, when applicable.**

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES  
STANDARDIZED BOARD RESOLUTION FORM**

**Supporting Information for Contract #:** 15OEHR

**Contract Period:** 01/01/2015 to 12/31/2015

**Agency:** G.C. Board Of Chosen Freeholders

**Certification:**

We certify that the information contained in, or attached to, this contract document is accurate and complete.

\_\_\_\_\_  
**Chair, Board of Directors**  
(Original signature)

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Executive Director**  
(Original signature)

\_\_\_\_\_  
**Date**

**Please List Authorized Signatories for contract documents, checks, and invoices:**  
**(List full name and title)**

Pete Mercanti  
**Name**

Purchasing Agent  
**Title**

Gary Schwarz  
**Name**

Treasurer  
**Title**

Robert M. Damminger  
**Name**

Freeholder Director  
**Title**

## STANDARDIZED BOARD RESOLUTION FORM

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 one):

- A. A covered entity (as defined in 45 CFR 160.103)
- B. A non-covered entity and has executed a DCF Business Associate Agreement (BAA) last dated \_\_\_\_\_.
- C. A non-covered entity that will not be receiving or sharing personal health information.

Once executed, the BAA will be included in the Department'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 to notify the Department of *any change* in its BAA Status and provide the appropriate information within 10 business days.

\* **NOTE:** This section does not apply to DCF Office of Education Contracts.

### 2. Legal Advice

The Board acknowledges that the Department of Children and Families does not and will not provide legal advice regarding the contract or any facet of its relationship with 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 Children and Families.

### 3. Public Law 2005, Chapter 51

The Board agrees that the Public Law 2005, Chapter 51 (formerly known as Executive Order 134) compliance forms submitted with the contract are accurate.

### 4. Public Law 2005, Chapter 92

The Board agrees that the Public Law 2005, Chapter 92 (formerly known as Executive Order #129) compliance forms submitted with the contract are accurate.



# SECTION 1

## AGENCY INFORMATION

---

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

SECTION 1

Agency Information Instructions

Section 1.1: Authorized Signatures

**Name and Position:** Enter the name and position of the person(s) authorized to sign or be responsible for each transaction listed.

**Number of Signatures Required:** Enter the number of signatures required for each transaction. Those documents that require a specific number have already been entered.

Section 1.2: Agency/Organization Description

Answer and clearly label all questions as outlined.

Section 1.3: Agency Personnel Information

List core staff whose functions and responsibilities extend across the various contracted programs (i.e. Administrative Staff, CFO, CEO, Clinical Director). Staff listed in this section need not be included in Section 2.4 (each program will require listing of personnel dedicated to the identified program).

*Example: If agency is contracted for 5 programs, and a social worker works in all of these programs, list this person on the core agency personnel sheet (Section 1.3). If the social worker works in only four out of the five programs, do not include this person on the core agency personnel sheet. This staff person will be listed on each of the four relevant program personnel sheets (Section 2.4) which is part of Section 2.*

Column 1: List full-time and part-time positions funded. List the title of each full-time and part-time position in your agency. Do not include maintenance staff.

Columns 2 through 5: Complete the remainder of the form by listing for each position, in the appropriate column, the following information:

- Name of employee
- Work hours
- Qualifications, including any degrees, licenses, certificates, etc. that the employee possesses and which are pertinent to his/her position; and
- The functional job duties of the employee

**Note:** Staff listed on the personnel information forms (Section 1.3 and Section 2.4) must also be represented on the Annex B budget presentation, when applicable.

Contract Number: 15OEHR

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A  
AUTHORIZED SIGNATURES  
Section 1.1

List the names and positions of individuals who are authorized to sign the following documents and indicate the number of persons who are required to sign each transaction.

	Name	Position	# of Signatures Required	
Contract	1 Robert Damminger	Freeholder Director	1	
	2			
	3			
Quarterly and Final Financial Reports	1 Gary Schwarz	Treasurer	1	
	2 Lisa A. Cemy	G.C. Dept. Of Human Services Dir.		
	3			
Contract Modification	1 Robert M. Damminger	Freeholder Director	1	
	2			
	3			
Checks	1 Gary Schwarz	Treasurer		
	2			
	3			
Other Contracts and Agreements	1			
	2			
	3			

Submitted by:

Primary Signatory: Robert M. Damminger Title: Freeholder Director

Original Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES**

**Annex A  
AGENCY/ORGANIZATION DESCRIPTION  
Section 1.2**

Complete a 1-2 page summary of the organization and its history. Clearly label your answers as outlined below.

1. Summarize the agency's purpose and mission.
  - Indicate long and short term goals
  - Identify the agency's method for goal measurement

The Gloucester County Human Services Advisory Council (HSAC) serves in an advisory capacity to the Board of Chosen Freeholders (who appoint its members) and to the New Jersey Department of Children and Families. The advice provided by the HSAC centers around issues relating to planning, development, resource allocation, coordination and the monitoring of human service needs in the county.

In order to fulfill the advisory role to the County and State governments, the HSAC has outlined the following objectives:

- A. Improve Administrative and Service Efficiency
  1. Continue the use and the implementation of performance standards in the Management Assistance Program, reviewing all purchase of service contracts.
  2. Based on local needs and available resources, influence the use of dollars and said resources to provide the best quality of services possible.
  3. Review and comment on human service proposals, attempting to fill gaps in service and promote new and/or innovative services approaches.
  4. Use comprehensive planning as a management tool to develop resource allocation plans designed to improve service delivery.
- B. Improved Relationship with the State
  1. Improved communication and coordination related to planning, review, policy setting and evaluation.

2. Work with the NJ Department of Children and Families to clarify the respective roles of County and State with respect to planning, policy setting and evaluation.
3. Encourage citizen's participation in planning for health and human services in the public/private sectors.

C. Protection of vulnerable and Disabled Populations

1. Address the problems of child abuse and missing within Gloucester County through the following activities:
  - a) Arrange education programs for parents and children.
  - b) Provide information concerning the available services in the County and State.
  - c) Coordinate the provision of services and programs concerning child abuse and missing children offered in Gloucester and neighboring counties.
2. Consistent with State target population and service policies, local human service representatives will identify the most needy/disabled populations and the most essential services within the County.
3. To facilitate the development of specialized services that define present and future agency roles and responsibilities for serving vulnerable target populations and high priority target problems.

**2. Describe the agency's progress toward achieving administrative goals from the previous year. Elaborate upon any administrative, programmatic, or fiscal changes from the previous contract period.**

The Gloucester County HSAC will work toward achieving its goals and responsibilities thru its establishment of the following council objectives:

A. Comprehensive Planning

1. Develop, implement and update the comprehensive Human Services plans pursuant to the guidelines issued by the NJ Department of Children.

2. Thru the County Homeless Continuum of Care System oversee the development, implementation and update in accordance with the guidelines and timetables issued by the NJ Departments of Human Services and Community Affairs.
3. Facilitate and participate in planning process regarding the impact of Federal Block Grant policies on State-funded human services in accordance with guidelines issued by the NJ Department of Children.
4. Review and comment on information regarding the State of NJ budget as requested by the NJ Department of Children and Families.

B. Allocation of Resources

1. Through a County based process, develop plans for those funding streams that are designated to go through the Human Services Advisory Council by the NJ Department of Children and Families or its Divisions.

C. Review of Contracts

1. Participate in the annual review of local NJDCF contracts and site reviews of funded agencies, as requested and provide recommendations for their contract renewal or modifications. Participate in the mediation of correction or technical assistance by NJDCF or its Divisions. Follow-up on plan implementation as needed.

3. Describe the Agency's self-evaluation process.

- Identify the tools used
- Explain their function in the quality improvement process
- Summarize the results of the evaluation from the previous contract period and the changes the agency implemented in response to the findings

The Gloucester County HSAC will submit a quarterly narrative report which will provide descriptions of activities in comprehensive planning, resource allocation, SSBG contract review and other special initiative/activities up by the HSAC.

Agency/Organization Description continued

The G.C. HSAC will self-evaluate this contract based on Levels of Service (LOS) outlined below as well as information contained on the quarterly narrative reports.

Levels of Service

A. Planning

1. Review, comment and inform the community about information regarding the State/Federal budgets as requested by the NJ Department of Children and Families.
2. If necessary provide an update on implementation of County Priority Populations Plan to NJDCF by July 1 and December 31, 2012.
3. County Homeless Planning: Continue to develop service and funding priorities for Social Services for the Homeless funding based on the assessment and review of services needs and programs recommended by Council.
4. Educate agencies, consumers, and the general community, on the Department's initiatives in the community.
5. Participate in the development of the reauthorization of N.J.A.C. 10:2 State Regulations.

B. Resource Allocation

Develop, submit and implementation plans for program development or funding reallocations or efficiencies as requested by the State of NJ Departments or their Divisions, or as deemed necessary by the county in coordination with NJDCF and in accordance with the N.J. Administrative Code 10:2(b)

C. Resource Information

Ensure availability, accessibility and periodic updates of a comprehensive human directory of programs and services for residents of the county. This may include electronic documents, websites, pamphlets, flyers, etc.

D. Contract Review

Participate in the annual review of local NJDCF contracts and site reviews of funded agencies, as requested and provide recommended for their contract renewal or modification. Participation in the mediation of correction or technical assistance by the NJDCF or its Division, Follow up on plan implementation as needed.

**4. Provide a brief description of the agency's most significant accomplishment to date.**

Submission of the 2010 G.C. Needs Assessment and Resource Inventory to the NJ Department of Children and Families.

Submission of the 2014 the G.C. Homelessness Continuum of Care Application to US. Department of Housing and Urban Development.

Completion of the 2014 Annual Homelessness Assessment Report for US Department of Housing and Urban Development.

Submission of the 2013-2014 Spending Plan for The Emergency Food and Shelter Grant to the Federal Emergency Management Agency.

Completion of the 2014 Point in Time Homelessness Survey.

On Going monitoring and contract review of County SSBG, Social Services for the Homeless and Emergency Food and Shelter Grant contracts for CY 2014.

Yearly update of the G.C. Teen Services Guide thru the G.C. Commission on Missing and Abused Children.

Development of funding and contract recommendations for the CY2015 Social Services for the Homeless Grant

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**5. Explain how the agency collaborates and/or networks with other public and private agencies to serve children and families in the community. Elaborate upon agency outreach efforts.**

The G.C. HSAC members and staff are involved with various state and local boards and commissions. Some of the local boards are staffed by fellow employees within The G.C. Department of Human Services. This allows the G.C. HSAC to act as a informational forum on issues of concern to our residents.

Agency/Organization Description continued

Topics can be discussed and information used to educate our local, state and federal legislators of the human services needs within the county.

- 6. Identify any inter-agency agreements regarding the acceptance of referrals and discharge planning, with respect to the continuum of care. Please include copies of any consultant agreements and/or copies of subcontracts.**

None at this time

- 7. Cite any staffing patterns, environmental accommodations, and practices employed by the agency that reflect an appreciation and respect for the needs and diversity of the customers served.**

The HSACs membership is based on the social, racial and economic make up of the County of Gloucester. Meetings are held in handicapped accessible locations. Advertised in accordance with the Sun Shine regulations and operated in accordance with Roberts Rules of order.

- 8. Describe the agency's approach to staff training and development.**

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A  
CORE AGENCY PERSONNEL INFORMATION  
Section 1.3

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO		
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STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A  
CORE AGENCY PERSONNEL INFORMATION  
Section 1.3

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO		
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Program Analyst	Rick Gaydos	7:30	3:30	BA	HSAC Lead Staff
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Unknown	To Be Hired	8:30	4:00	BA	CEAS Staff
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Accountant	Donna Cuccetta	8:30	4:00	BA	Bookkeeper
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Clerical	Alicia Branman	8:30	4:00		Clerical Supprt
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# SECTION 2

## PROGRAM INFORMATION

*The following four parts must be completed  
for  
each individual  
contracted program/component*

*Please note that additional requirements or stipulations may be necessary for an identified program and will be forwarded to you, as applicable, by the Department of Children and Families, Office of Contract Administration.*

*(Please Note: Effective 9/2011 Section 2.1 of the Annex A has been removed from the package to facilitate the DCF Resource Directory. This section of the Annex A will be provided to you for completion by DCF Contract Administrators.)*

## SECTION 2

### Program Description and Service Delivery Information

One set is completed for each contracted program/component. Make additional copies as necessary. They can also be downloaded from the Office of Contract Administration website at [www.nj.gov/dcf](http://www.nj.gov/dcf) and clicking on the link to "Contract and RFP Information".

#### Section 2.1: Program Name and Service Delivery Information

Effective 9/1/2011, Section 2.1 has been removed from the Standardized Annex A. DCF has reformatted Section 2.1 in order to facilitate the establishment and ongoing maintenance of a DCF Resource Directory. Your DCF Contract Administrator will email a partially completed Section 2.1 for each contract component to your agency at the time of contract renewal. The Section 2.1 form is still a required document and a part of a complete Annex A submission. Please remember to email the completed Section 2.1 to your Contract Administrator(s) as part of your Annex A submission(s).

#### Section 2.2: Program Description

Answer and clearly label all questions as outlined.

Note: Questions asked may not be all inclusive. You will be notified of any other Required Program Description and Deliverables for your specific program, as applicable, to complete your contract package.

#### Section 2.3: Performance Outcomes

This section should be negotiated with the managing Contract Office and program staff, where applicable, prior to inclusion in the contract package.

#### Section 2.4: Program Personnel Information Sheet

*Note: If agency is contracted for 5 programs, and a social worker works in all of these programs, list this person on the core agency personnel sheet (Section 1.3). If the social worker works in only four out of the five programs, do not include this person on the core agency personnel sheet. This staff person will be listed on each of the four relevant program personnel sheets (Section 2.4) which is part of Section 2.*

Column 1: List all full-time and part-time positions dedicated to and funded by **each program**. List the title of each full-time and part-time position in your agency. Check appropriate box.

Columns 2 through 5: Complete the remainder of the form by listing for each position, in the appropriate column, the following information:

- Name of employee
- Work hours (general-not specific to program)
- Indicate percentage of employee's compensated time that is dedicated to the program  
(*Example: If the employee is a social worker who works for 4 of the 5 agency's funded programs, then the employee's time should be apportioned, as such*)

- Qualifications, including degrees, licenses, certificates, etc. that the employee possesses and which are pertinent to his/her position; and
- The functional job duties of the employee

**Note:** Staff listed on the personnel information forms (Section 1.3 and Section 2.4) must also be represented on the Annex B budget presentation, when applicable.

### **Section 2.5: Level of Service Form**

A monthly contracted level of service chart is to be completed for each program/component, if applicable. One program might require several LOS forms to be completed which can be downloaded from the website. This will be indicated to you by the Contract Administrator and/or in the renewal/award letter.

The information on this form is usually utilized as a reference/source document when completing reporting forms during the contract term, when required by DCF.

**Service Type:** Per service dictionary, contact your contract administrator (i.e. individual counseling, residential placement, legal assistance, transportation)

**Description of Unit Measurement:** Indicate what is being used as the measurement for monthly Contracted Level of Service (CLOS), (i.e. beds, rides, sessions, hours)

**Number of Contracted Slots/Units:** Numbers should reflect unduplicated service counts. Unduplicated service counts refers to the practice of counting a customer receiving services only once within a service cycle.

Refer to Annex B2 and or Renewal/Award Letter for this number. (i.e. # of beds, # of rides, # of sessions, # of hours)

**Annualized Units:** Equivalent to the Annual Total under Column 3 on chart.

**Column 1:** Select Month from drop down menu. Month 1 should reflect 1<sup>st</sup> month of Contract.

**Column 2:** Indicate Actual Number of Expected Days of Service or Units Per Month.

**Column 3:** Indicate total Contracted LOS per month, this could be 'Days of Service' multiplied by Number of Contracted Slots/Units per month or equivalent to number listed in Column 2.

**Annual Totals:** This number will equal annualized number of units to be contracted per program type.

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A  
PROGRAM DESCRIPTION  
Section 2.2

Program Name: Childrens Interagency Coordinating Council - Ciacc

Please note that additional information/addenda may be required in order to complete the contract package. Any specific requirements/stipulations pertaining to the program will be forwarded as applicable.

Label all answers clearly as outlined below:

1. Provide a brief program/component description and its purpose. The description should reflect the program requirements set forth in the initial RFP and any changes that may have resulted from negotiations.

The Childrens InterAgency Coordinating Council provides a forum to develop, review, redirect and discuss the local system of care services for children with social, emotional and behavioral challenges. Providing information to county government and the State of NJ on the needs facing our community in County of Gloucester.

2. Identify the target population served by this program/component (i.e. individuals who have been unemployed for the past 6-12 months).
  - Indicate the program's level of experience with the target population.
  - Provide a brief outline or snapshot of the characteristics, needs, and current circumstances of the customers the program intends to serve.
  - Explain how these customers are distinct in any way from the general population. It is generally viewed as a sign of strength when a program is able to identify the population that will benefit the most from the services provided.

~~The CIACC serves as a mechanism that advocates for a responsive, accessible and integrated system of care for children ages 0 to 18 years, who are challenged by an emotional and/or behavioral diagnosis and their families and for young adults, ages 18 to 21 years who are moving to the adult system of care.~~

3. Detail what the program intends to address through service delivery. State the results the program intends to achieve.

The CIACC provides a forum to:

Advise the State of NJ and County Government of the local needs of children with emotional and/or behavioral diagnosis.

Program Description cont.

Provide the County with multi-disciplinary approach to review and discuss the system of services for children with special emotional and behavioral needs.

Identify barriers to effective services and seek services solutions and make appropriate recommendations on programs and policies effecting these children.

**4. Describe the program service delivery method (i.e. in the community, on site).**

CIACC does not provide direct services.

**5. Detail how customers access services.**

- Cite any physical limitations that might preclude program admission or referral acceptance
- Discuss referral procedures and discharge planning with respect to the continuum of care
- Cite negative and planned discharge procedures
- Indicate specific documents needed for referrals, when applicable

CIACC does not provide direct services

**6. Describe the neighborhood(s) and the building(s) where each program site(s) is located. Detail accessibility to mass transportation. Identify the program catchment area.**

Not Applicable

**7. Detail the program's emergency procedures. Provide any after-hours telephone numbers, emergency contacts, and special instructions.**

Not Applicable

---

**8. Provide the total number of unduplicated customers served in the previous contract period for each of the contracted programs. Unduplicated customers refers to the practice of counting a customer receiving services only once within a service cycle.**

- Indicate the number of unduplicated customers achieving results.
- Indicate how the information was captured and measured.

Not Applicable

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A  
PERFORMANCE OUTCOMES  
Section 2.3

Children Inter Agency Coordinating  
Council

**Program Name:**

**For each program component please identify: goals, objectives, activities, and performance outcomes, using the following definitions and the chart below.**

**GOALS:**

Goals are statements detailing the long term, ongoing aims or intentions of each program component. Goals do not have a specific time limit but are designed to produce the desired results over an extended time period. Achievement of goals may reach beyond the contract period.

**OBJECTIVES:**

Objectives are statements detailing the desired results of day to day activities. These are short term milestones to be achieved during the contract period. Objectives are reflective of the long term goals of the program component and ideally lead to achievement of those goals. Objectives have defined time limits and measurable results.

**ACTIVITIES:**

Activities are tasks performed to achieve identified objectives. These should be observable and/or measurable.

**PERFORMANCE OUTCOMES:**

Performance outcomes are the identified, quantifiable impact results of the program component on the target population. They should be tied to the program goals rather than to each objective or activity. Performance outcomes may be attainable during the contract period or it may be necessary to track their attainment over a longer period of time.

Children Inter Agency Coordinating Council

Program Name:

PERFORMANCE OUTCOMES

GOALS		OBJECTIVES		ACTIVITIES		PERFORMANCE OUTCOMES
1.	To plan and coordinate the Childrens System of Care	1.	Provide a method for coordination of the childrens system of care	1.	4 county CIACC meetings	To maintain a forum to develop, review, redirect and discuss the local system of care serTo maintain a forum to develop, review, redirect and discuss the local system of care services for children with social, emotional and behavioral challenges. Providing information to county government and the State of NJ on the needs facing our community in County of Gloucester.v
		2.	Increased services collaboration among services providers	2.	4 Tri County CIACC meetings	
		3.		3.	Accessment of Needs	
		4.		4.		
		5.		5.		
2.		1.		1.		
		2.		2.		
		3.		3.		
		4.		4.		
		5.		5.		
3.		1.		1.		
		2.		2.		
		3.		3.		
		4.		4.		
		5.		5.		
4.		1.		1.		

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		5.		5.	
5.					5.

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES  
Annex A  
PROGRAM PERSONNEL INFORMATION  
Section 2.4

Program Name:	Class	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		% OF TIME TO PROGRAM	QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
				FROM	TO			
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STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A  
LEVEL OF SERVICE  
Section 2.5

Program/Component Name: Ciacc  
 Service Type: Administration/Planning  
 Description of Unit Measurement: Planning  
 Number of Contracted Slots/Units: \_\_\_\_\_  
 Number of Annualized Units: \_\_\_\_\_

*Numbers should reflect unduplicated service counts*

	1	2	3
	MONTH	MONTHLY SERVICE DAYS OR UNITS	MONTHLY CONTRACT LOS
1	January	0	0
2	February	0	0
3	March	0	0
4	April	0	0
5	May	0	0
6	June	0	0
7	July	0	0
8	August	0	0
9	September	0	0
10	October	0	0
11	November	0	0
12	December	0	0
	<b>ANNUAL TOTALS</b>	<b>0</b>	<b>0</b>

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

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 Children and Families (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 Named 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. Naming the State as an additional named insured permits the Department to pay the premium should the named insured fail to do so.

Annex(es) means the attachment(s) to this document containing programmatic and financial information.

Contract means one of the Department's social service or training Contracts with a Provider Agency. Terms and conditions of the Contract are included in the Standard Language Document, Annex(es), appendices, attachments and Contract Modifications (including any approved assignments and subcontracts) and supporting documents. The Contract constitutes the entire binding agreement between the Department and the Provider Agency.

Department means the New Jersey Department of Children and Families. It means, where appropriate from the context, the Division, Commission, Bureau, Office, Unit or other designated component of the Department of Children and Families responsible for the administration of particular Contract programs.

Departmental Component means the Division, Bureau, Commission, 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.

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STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

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 (also Provider) means the public or private organization which has a social service or training Contract with the Department.

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 and within the stated time parameters. 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 OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES**

- a. State and local laws relating to licensure; federal and State laws relating to safeguarding of client information;
- b. The federal Civil Rights Act of 1964 (as amended);
- c. 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;
- d. The New Jersey Law Against Discrimination (LAD) (N.J.S.A. 10:5-1 et seq.)
- e. The federal Equal Employment Opportunity Act;
- f. Section 504 of the federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of handicap, and regulations thereunder;
- g. The Americans With Disabilities Act (ADA), 42 U.S.C. 12101 et seq.; and
- h. Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645(a)(1) and (b)

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 Statues. DCF is a covered entity pursuant to the Health Insurance Portability and Accountability Act 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 Children and Families Business Associate Agreement (BAA). A Provider Agency, whose work under this Contract does not involve PHI is not required to execute a BAA. DCF 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 an individual'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 a Provider Agency's use from the Department. If the BAA is breached by

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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 individual and shall not disclose these Records except where disclosure is consistent with applicable Department statute and regulations and the BAA, if any.

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) and 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 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, and follows the provisions prescribed in this Standard Language Document. Failure to comply with this paragraph or the above-referenced citation will result in cause for the Department to Terminate this Contract.

Section 3.06 Set-Off for State Tax and Child Support. Pursuant to N.J.S.A. 54:49-19, if the Provider 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 any 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 Provider that shifts its activities outside the United States and its constituent Commonwealths and territories without prior

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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 be deemed to be in breach of Contract which would be subject to Termination by the Department.

Section 3.08 Provider Certification and Disclosure of Political Contributions.

**NOTE: Non-profit organizations are exempted from the requirements of Section 3.08.**

N.J.S.A. 19:44A-20.13 to 19:44A-20.25, that codified Public Law 2005, Chapter 51 and Executive Order 134, and Executive Order 117, requires 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 Provider will, on a continuing basis, continue to report any Contribution it makes during the term of 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 Provider for a period of up to five years.

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 Provider Agency 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/](http://www.elec.state.nj.us/)

Section 3.10 Equal Employment Opportunity. Pursuant to N.J.S.A. 10:5-31 *et seq.*, N.J.A.C. 17:27, during the performance of this Contract, the Provider Agency agrees as follows:

- a. The Provider Agency and any subcontractor(s) will not discriminate against any client, 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.

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- b. Except with respect to affectional or sexual orientation and gender identity or expression, the Provider will take affirmative action to ensure that such applicants are recruited and employed by DCF contracted agencies.
- c. The Provider Agency will ensure that equal opportunity is afforded to all employees in recruitment and employment, and that all employees are treated equally during employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, disability, nationality or sex. 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.
- d. The Provider Agency 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.
- e. The Provider Agency and subcontractor(s), in all solicitations or advertisements for employees placed by or on behalf of the Provider shall 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.
- f. The Provider Agency and subcontractor(s) will send a notice to each labor union or representative with which it has a collective bargaining agreement, other contract, or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Provider's commitments under this act and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
- g. The Provider Agency and subcontractor(s) agree 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.
- h. 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

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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.

- i. The Provider Agency or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- j. 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 State and federal law and applicable State and federal court decisions.
- k. 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.
- l. The Provider Agency and its subcontractors shall furnish such reports or other documents to the Department from time to time in order to carry out the purposes of these regulations, and the Department shall furnish such information to the Department of Treasury, Division of Contract Compliance and EEO, as may be requested by the DCF for conducting a compliance investigation pursuant to Subchapter 10 of N.J.A.C.17:27.

Section 3.10.1 Anti-Discrimination Provisions. Pursuant to N.J.S.A. 10:2-1, during the performance of this Contract, the Provider Agency agrees as follows:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

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- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$ 50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

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;

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- 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 Departmental policies and procedures for determining the reasonableness, allowability, and allocability of costs under this Contract.

Section 3.13 Audit. The Department requires submission of the Provider Agency's annual organization-wide audit. Non-compliance is grounds for Termination.

Audits shall be conducted in accordance with the Federal Single Audit Act of 1984, generally accepted auditing standards as specified in the Statements on Auditing Standards issued by the American Institute of Certified Public Accountants and Government Auditing Standards issued by the Comptroller General of the United States.

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 or review 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 financial and compliance 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.

The Provider Agency shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

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

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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 Provider 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.

Any subsequent Provider Agency, Contract, or subcontract for any public work in excess of \$2,000 State funds of which the Department is a party shall comply with the N.J. 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 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 Department Policy: DCF.P7.01 Contract Closeout. This includes the prompt 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 or Termination.

**IV. TERMINATION**

The Department may Terminate or suspend this Contract in accordance with the sections listed below.

Section 4.01 Termination for Convenience by the Department or Provider Agency. The Department or Provider Agency may Terminate this Contract upon 60 Days written advance Notice to the other party for any reason whatsoever.

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 4.02 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 DCF.P9.05, Contract Default. Notice shall follow the procedures established in the policy.

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

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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 4.03 Termination Settlement. When a Contract is terminated under any section of Section IV or policy DCF.P9.05, Contract Default, the Provider Agency shall be prohibited from incurring additional obligations of Contract funds. The Department may allow costs which 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.) and the Law Against Discrimination (LAD) ( N.J.S.A. 10:5-1 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:

- a. Approve the assignment and continue the Contract to term;
- b. Approve the assignment conditioned upon the willingness of the assignee to accept all contractual modifications deemed necessary by the Department; or
- c. 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.

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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 Children and Families from taking any other actions available to them under any other provisions of this Contract or otherwise in law.

Section 5.05 Insurance. The Provider Agency shall maintain adequate insurance coverage. The State shall be included as an Additional Named 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 Terminate the Contract for Cause.

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 (as described in section 3.10a of this policy) of the State of New Jersey. This sensitivity

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includes the employment, if possible, of a culturally diverse staff that can communicate with, and be representative of the entire 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, affectional, 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 (as described in section 3.10a of this policy) the opportunity to experience any and all available social services irrespective of their ethnic, affectional, or cultural heritage.

Section 5.10 Copyrights. The Department of Children and Families 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 closeout 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 recognizes and agrees 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 to 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 allows 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.

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Section 5.14 Independent Employer Status. Employees of Provider Agencies that Contract with the Department of Children and Families 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 Children and Families.

As such, the Provider Agency acknowledges that it is an independent Provider, providing services to the Department of Children and Families, typically through a contract-for-services agreement. As independent contractors, Provider Agencies are responsible for the organization's overall functions that include 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. This is also inclusive of any travel allocations the Provider Employee pays to its employees.

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

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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, 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.

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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 16 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: \_\_\_\_\_  
(Signature)

Robert M. Damminger

\_\_\_\_\_  
(Type)

TITLE: Freeholder Director  
(Type)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type)

TITLE: \_\_\_\_\_  
(Type)

PROVIDER AGENCY: Gloucester County  
H.S.A.C.

DEPARTMENTAL COMPONENT: DCSOC/DCF

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Contract Effective Date: January 1, 2015

Contract Expiration Date: December 31, 2015

Contract Number: 14OEHR

Contract Ceiling: \$38,442

Federal ID#: 21-6000660

Provider Contact Individual: Calvin McFarland

F-1

**RESOLUTION ACQUIRING A DEVELOPMENT EASEMENT IN THE TOWNSHIP OF WOOLWICH ON APPROXIMATELY 58.668 ACRES OF FARM PROPERTY OWNED BY RUSSO HOMES, LLC FOR \$1,349,364.00**

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

**WHEREAS**, Russo Homes LLC, having presented itself as the owner of the land and premises located in the Township of Woolwich (hereinafter the "Township"), and known as Block 14, Lot 12, on the Official Tax Map of the Township (hereinafter the "Property"), which consists of 58.668 acres, has made application seeking to have the County purchase development easements in the Property; and

**WHEREAS**, Russo Homes LLC, the owner of the Property, has indicated a willingness to execute a conditional Agreement of Sale to grant to the County such development easements, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such easements; and

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

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

**WHEREAS**, the County will be providing funds for the purchase of the said development easement in the amount of \$816,687.00, and the Township will be providing funds for the purchase of the said easements in the amount of \$532,677.00, for a total purchase price of \$1,349,364.00; and

**WHEREAS**, the State Agriculture Development Committee (hereinafter "SADC") will be reimbursing the County, as it relates to the purchase of said easements, the sum of \$284,009.92; and

**WHEREAS**, the Purchasing Agent of the County of Gloucester has certified the availability of funds in the amount of \$816,687.00, pursuant to CAF# 14-10648 which amount shall be charged against budget line item T-03-08-509-372-20548; and

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

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

1. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County, and Russo Homes LLC in regard to the purchase of development easements in the premises known as Block 14, Lot 12, in the Township of Woolwich, County of Gloucester, State of New Jersey, be, and the same hereby is, approved; and the execution of same by the Freeholder Director or his designee, and the Clerk of the Board, is authorized and directed.
2. The Freeholder Director or his designee, and the Clerk of the Board, be, and the same hereby are, authorized to execute any other documents necessary to complete this transaction.
3. The appropriate County representatives be, and the same hereby are, authorized to sign any and all documents necessary to complete closing of this transaction.

**ADOPTED** at the regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, December 17, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

ROBERT M. DAMMINGER, DIRECTOR

**ATTEST:**

ROBERT N. DILELLA, CLERK



F-1

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 14-10648 DATE December 4, 2014

BUDGET NUMBER T-03-08-509-372-20548

AMOUNT OF CERTIFICATION \$ \$816,687.00

DEPARTMENT Office of Land Preservation

COUNTY COUNSEL Emmett Primas, Esq.

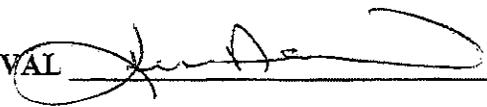
**DESCRIPTION OF PRODUCT OR SERVICE**

Resolution acquiring a development easement in the Township of Woolwich on approximately 58.668 acres of farm property owned by Russo Homes LLC, Block 14, Lot 12. SADC, the County and Woolwich Township are each responsible for a portion of the \$1,349,364.00 based on a certified value of \$23,000.00 per acre. The County's amount is \$816,687.00, Woolwich Township will provide funds of \$532,677.00 and SADC will reimburse the County \$284,009.92 before or during settlement.

VENDOR NAME Presidential Title Agency, Inc.

ADDRESS 1546 Blackwood-Clementon Road

CITY/STATE/ZIP Blackwood, NJ 08012

DEPARTMENT HEAD APPROVAL 

PURCHASING AGENT \_\_\_\_\_ DATE 12/4/14

FREEHOLDER MEETING DATE \_\_\_\_\_

WHITE: CLERK OF THE BOARD  
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT  
GOLD: COUNTY COUNSEL

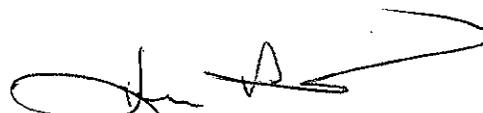
COUNTY OF GLOUCESTER  
 2 SOUTH BROAD STREET  
 P.O. BOX 337  
 WOODBURY, NJ 08096  
 TEL (856)853-3411 FAX (856)853-8504

REQUISITION	
NO.	R4-10883

S H I P T O	GLOUC. CO LAND PRESERVATION 1200 N. DELSEA DR. CLAYTON, NJ 08312 856-307-6451
V E N D O R	VENDOR #: TITLE010 TITLE AMERICA AGENCY CORP 185 WEST WHITE HORSE PIKE BERLIN, NJ 08009

ORDER DATE: 12/04/14  
 DELIVERY DATE:  
 STATE CONTRACT:  
 F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Resolution for a devbelopment easement on the farm property of Russo Homes LLC, Block 14, Lot 12. SADC, the County and Woolwich Township will be responsible for a portion of the total amount of \$1,349,364.00 based on a certified value of \$23,000.00 per acre. The County's amount of this CAF is \$816,687.00	T-03-08-509-372-20548 Farmland Preservation	816,687.0000	816,687.00
			TOTAL	816,687.00

  
 \_\_\_\_\_  
 REQUESTING DEPARTMENT

12/4/14  
 \_\_\_\_\_  
 DATE

F-1

CONTRACT TO SELL DEVELOPMENT EASEMENT

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RUSSO HOMES, LLC  
A Limited Liabilities Company

TO

THE COUNTY OF GLOUCESTER

\*\*\*\*\*

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CONTRACT TO SELL DEVELOPMENT EASEMENTS

Transaction Summary

SELLER: **RUSSO HOMES LLC**, a Limited Liabilities Company, having an address of 1200 Kings Highway, Swedesboro, NJ, 08085,  
(hereinafter referred to as the "Seller")

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

PROPERTY: Lot 12, Block 14, in the Township of Woolwich, County of Gloucester, and State of New Jersey (hereinafter collectively the "Property")

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

PRICE PER ACRE: \$ 23,000.00      ASSUMED ACREAGE: Approximately  
58.668 acres

ESTIMATED GROSS SALES PRICE: \$1,349,364.00

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

# OF EXCEPTION AREAS:      1 / 1.5 acre severable exception

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

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**WITNESSETH:**

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

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

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

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

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

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

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

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

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

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

**1.0. Definitions.**

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

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

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

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

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

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

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

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

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

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

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

**"IRS"** means the Internal Revenue Service.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

accepted agricultural practices.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. sue for specific performance;
- b. cancel the agreement;
- c. require the Seller to pay Buyer all of the Application Processing Costs it has incurred after the date of this Agreement;
- d. require that Seller restore the Property to the condition it was in prior to the time that nonagricultural use activity commenced subsequent to the submissions of the Seller's application;
- e. reduce the amount payable pursuant to paragraph 3.0 by four times the easement value for each day and for each acre or part of any acre that soil or other earthen material is removed from the Property in violation of paragraph 2.11; and
- f. require Seller to replace soil removed from the Property in violation of paragraph 2.11 with topsoil approved as to quality by the NRCS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SELLER:**

**RUSSO HOMES, LLC**

BY: \_\_\_\_\_  
**NATALE A. RUSSO,**  
**Managing Member**

**BUYER:**

**COUNTY OF GLOUCESTER**

BY: \_\_\_\_\_  
**ROBERT M. DAMMINGER,**  
**FREEHOLDER DIRECTOR**

\_\_\_\_\_  
Federal Tax ID Number



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

**ATTACHMENT C - FUEL TANK DISCLOSURE**

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

**Tank No. 1:**

Location:

Contents:

Purpose (use):

Age (in years):

**Tank No. 2:**

Location:

Contents:

Purpose (use):

Age (in years):

**Tank No. 3:**

Location:

Contents:

Purpose (use):

Age (in years):

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

All property owners must sign:

**RUSSO HOMES, LLC**

BY: \_\_\_\_\_  
NATALE A. RUSSO,  
Managing Member

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

**RESOLUTION ACQUIRING A DEVELOPMENT EASEMENT IN THE TOWNSHIP OF FRANKLIN ON APPROXIMATELY 20.548 ACRES OF FARM PROPERTY OWNED BY DIANE MCSWAIN FOR \$96,575.60**

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

**WHEREAS**, Diane McSwain, having presented herself as the owner of the land and premises located in the Township of Franklin (hereinafter the "Township"), and known as Block 5702, Lot 83, on the Official Tax Map of the Township (hereinafter the "Property"), which consists of 20.548 acres, has made application seeking to have the County purchase development easements in the Property; and

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

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

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

**WHEREAS**, the County will be providing funds for the purchase of the said development easements in the amount of \$81,367.08 and the Township will be providing funds for the purchase of the said easements in the amount of \$15,208.52, for a total purchase price of \$96,575.60; and

**WHEREAS**, the State Agriculture Development Committee (hereinafter "SADC") will be reimbursing the County, as it relates to the purchase of said easements, the sum of \$66,164.56; and

**WHEREAS**, the Purchasing Agent of the County of Gloucester has certified the availability of funds in the amount of \$81,367.08, pursuant to CAF# 14-10649, which amount, shall be charged against budget line item T-03-08-509-372-20548; and

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

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

1. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County, and Diane McSwain, in regard to the purchase of development easements in the premises known as Block 5702, Lot 83, in the Township of Franklin, County of Gloucester, State of New Jersey, be, and the same hereby is, approved; and the execution of same by the Freeholder Director or his designee, is authorized and directed and the Clerk of the Board is authorized to attest to same;

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

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

**ADOPTED** at the regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, December 17, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

0 ✓

5.2  
XI-A-26<sup>v</sup>

McSwain SADC ID# 08-158-PG

**Certification Report  
SEPTEMBER 26, 2013  
PIG EP – Municipal 2007 Rule**

**County: Gloucester**

**Municipality: Franklin Township**

**08-158-PG**

**Owner: Diane McSwain**

**Farm: McSwain Farm**

County	Municipality	Block	Lot	County	Municipality	Block	Lot
Gloucester	Franklin Twp.	5702	83				

**Acreege in Application: 19.3-Appraisal Order Checklist**

**Residential Opportunities/Exceptions:**

# 0 RDSO - \_\_\_\_\_

1 Existing Dwellings

# 0 Severable Exceptions - \_\_\_\_\_

# 1 Non Severable Exception- for future dwelling and around 1.5 story shop and 3 bay garage building

**Value Conclusions - Current Zoning and Environmental regulations**

**Per Acre**

Appraiser	Date	Before	After	Easement
Molinari	5/15/13	\$9,000	\$4,400	\$4,600*
Sheehan	5/15/13	\$9,200	\$3,800	\$5,400*
Reviewer/Rodriguez	5/15/13	\$9,100	\$4,400	\$4,700*

**Total Value**

Appraiser	Date	Before	After	Easement
Molinari	5/15/13	\$173,700	\$84,920	\$88,780*
Sheehan	5/15/13	\$178,000	\$73,000	\$105,000*
Reviewer/Rodriguez	5/15/13	\$175,600	\$84,920	\$90,680*

\* 19.3 acres-pre appraisal order checklist

**Explanation of Differences from 1/1/04 conditions: N/A**

SADC  
certified  
value

COUNTY OF GLOUCESTER

52

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 14-10649 DATE December 4, 2014

BUDGET NUMBER T-03-08-509-372-20548

AMOUNT OF CERTIFICATION \$ \$81,367.08

DEPARTMENT Office of Land Preservation

COUNTY COUNSEL Emmett Primas, Esq.

**DESCRIPTION OF PRODUCT OR SERVICE**

Resolution acquiring a development easement in the Township of Franklin on approximately  
20.548 acres of farm property owned by Diane McSwain, Block 5702, Lot 83. SADC, the County and  
Franklin Township are each responsible for a portion of the \$96,575.60 based on a certified value  
of \$4,700.00 per acre. The County's amount is \$81,367.08, Franklin Township will provide funds of  
\$15,208.52 and SADC will reimburse the County \$66,164.56 before or during settlement.

VENDOR NAME West Jersey Title Agency

ADDRESS 15 South Main Street

CITY/STATE/ZIP Woodstown, NJ 08098

DEPARTMENT HEAD APPROVAL 

PURCHASING AGENT \_\_\_\_\_ DATE 12/4/14

FREEHOLDER MEETING DATE \_\_\_\_\_

WHITE: CLERK OF THE BOARD  
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT  
GOLD: COUNTY COUNSEL

COUNTY OF GLOUCESTER  
 2 SOUTH BROAD STREET  
 P.O. BOX 337  
 WOODBURY, NJ 08096  
 TEL (856)853-3411 FAX (856)853-8504

REQUISITION	
NO.	R4-10885

SHIP TO	GLOUC. CO LAND PRESERVATION 1200 N. DELSEA DR. CLAYTON, NJ 08312 856-307-6451
VENDOR	VENOOR #: WESTJ010 WEST JERSEY TITLE AGENCY OF SALEM COUNTY, INC 15 SOUTH MAIN STREET WOODSTOWN, NJ 08098

ORDER DATE: 12/04/14  
 DELIVERY DATE:  
 STATE CONTRACT:  
 F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Resolution for a development easement in the Township of Franklin on approximately 20.548 acres of farm property owned by Diane McSwain, Block 5702, Lot 83. SADC, the County and Franklin Township are each responsible for a portion of the \$96,575.60 based on a certified value of \$4,700.00 per acre. The County's amount is \$81,367.08 Franklin Township will provide funds of \$15,208.52 and SADC will reimburse the County \$66,164.56 before or during settlement.	T-03-08-509-372-20548 Farmland Preservation	81,367.0800	81,367.08
			TOTAL	81,367.08

  
 REQUESTING DEPARTMENT

12 | 4 | 14  
 DATE

fr

CONTRACT TO SELL DEVELOPMENT EASEMENTS

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DIANE MCSWAIN,  
and her spouse or civil union partner, if any

TO

THE COUNTY OF GLOUCESTER

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CONTRACT TO SELL DEVELOPMENT EASEMENTS

Transaction Summary

SELLER: DIANE MCSWAIN, and her spouse or civil union partner, if any, having an address of 698 Central Ave., Franklinville, NJ, 08322 (hereinafter referred to as the "Seller")

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

PROPERTY: Lot 83, Block 5702, in the Township of Franklin, County of Gloucester, and State of New Jersey (hereinafter collectively the "Property")

END OF COMMITMENT PERIOD: At Closing.

PRICE PER ACRE: \$ 4,700.00      ASSUMED ACREAGE: Approximately 20.548 acres

ESTIMATED GROSS SALES PRICE: \$96,575.60

# OF RESIDENTIAL DWELLING SITE OPPORTUNITIES: NONE.

# OF EXCEPTION AREAS: One - 0.390 acre non-severable exception

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

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**WITNESSETH:**

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

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

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

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

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

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

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

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

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

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

**1.0. Definitions.**

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

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

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

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

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

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

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

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

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

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

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

"**IRS**" means the Internal Revenue Service.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. sue for specific performance;
- b. cancel the agreement;
- c. require the Seller to pay Buyer all of the Application Processing Costs it has incurred after the date of this Agreement;
- d. require that Seller restore the Property to the condition it was in prior to the time that nonagricultural use activity commenced subsequent to the submissions of the Seller's application;
- e. reduce the amount payable pursuant to paragraph 3.0 by four times the easement value for each day and for each acre or part of any acre that soil or other earthen material is removed from the Property in violation of paragraph 2.11; and
- f. require Seller to replace soil removed from the Property in violation of paragraph 2.11 with topsoil approved as to quality by the NRCS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SELLER:**

**BUYER:**

**COUNTY OF GLOUCESTER**

BY: \_\_\_\_\_  
**DIANE MCSWAIN**

BY: \_\_\_\_\_  
**ROBERT M. DAMMINGER,**  
**FREEHOLDER DIRECTOR**

\_\_\_\_\_  
Social Security Number



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

**ATTACHMENT C - FUEL TANK DISCLOSURE**

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

**Tank No. 1:**

Location:

Contents:

Purpose (use):

Age (in years):

**Tank No. 2:**

Location:

Contents:

Purpose (use):

Age (in years):

**Tank No. 3:**

Location:

Contents:

Purpose (use):

Age (in years):

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

All property owners must sign:

BY: \_\_\_\_\_  
DIANE MCSWAIN

\_\_\_\_\_ Date

2-3

**RESOLUTION AUTHORIZING A MODIFICATION OF THE  
PITMAN GOLF COURSE FEE SCHEDULE COMMENCING IN 2015**

**WHEREAS**, Gloucester County's Pitman Golf Course maintains a schedule of fees for play at the golf course; and

**WHEREAS**, from time to time it is necessary and appropriate to modify the fee schedule in order to reflect changes in operational costs and maintain a competitive place in the market; and

**WHEREAS**, the Golf Course Manager and the Parks and Golf Advisory Council met and recommend that the Pitman Golf Course 2015 fee schedule be modified, consistent with the attached schedule of changes; and

**WHEREAS**, the changes recommended are necessary and appropriate.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the fee schedule for the Pitman Golf Course be modified commencing 2015 with the attached schedule.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 17, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

F3

# Pitman Golf Course

## 2015 Regular In-Season Fee Schedule

[www.gloucestercountynj.gov/golf](http://www.gloucestercountynj.gov/golf) [gcgolf@co.gloucester.nj.us](mailto:gcgolf@co.gloucester.nj.us)

*In-Season Fee Schedule Valid 4/01/15 through 10/31/15*

<u>Weekday Green Fee Rates</u>	<u>Regular</u>	<u>Mid Day</u>	<u>Twilight</u>
PGC Discount Golf Card	\$26	\$23	\$20
Public Fee	\$35	\$30	\$26
Senior, PGC Discount Golf Card	\$19	\$17	\$17
Senior, Public Fee	\$28	\$25	\$25
Junior, PGC Discount Golf Card	\$26	\$16	\$14
Junior, Public Fee	\$35	\$21	\$18
9~Hole Green Fee	\$20	\$17	\$15
Military, Active Duty	\$19	\$17	\$17
 <u>Weekend Green Fee Rates</u>			
PGC Discount Golf Card	\$31.00	\$27.00	\$22.00
Public Fee	\$41.00	\$35.00	\$29.00
Senior, PGC Discount Golf Card	\$27.00	\$21.00	\$21.00
Senior, Public Fee	\$36.00	\$28.00	\$28.00
Junior, PGC Discount Golf Card		\$19.00	\$15.00
Junior, Public Fee		\$24.00	\$20.00
9~Hole Green Fee	\$23.00	\$20.00	\$17.00
Military, Active Duty	\$27.00	\$21.00	\$21.00
 <u>Cart Rental Rates (per person)</u>			
18 Hole Power Cart			\$17.00
Senior 18 Hole Power Cart			\$13.00
Mid~Day/Twilight Power Cart			\$14.00
9~Hole Power Cart (w/ 9 Hole Green Fee)			\$11.00
Hand Cart (Push Cart Style)			\$4.00
 <u>PGC Season Pass Rates (seniors age 60 and over only) Available on 1/01</u>			
Senior Gloucester County Residents, single weekdays only (valid through 12/31)			\$800.00
Senior Non Resident, single weekdays only (valid through 12/31)			\$1,200.00
 <u>PGC Discount Golf Card Available on 1/01</u>			
Gloucester County Residents - Purchase New or Annual Renewal (valid through 12/31)			\$40.00
Public, Non Residents - Purchase New or Annual Renewal (valid through 12/31)			\$120.00
 <u>Miscellaneous Fees</u>			
Driving Range, Small Bucket			\$5.00
Driving Range, Large Bucket			\$7.00
Driving Range, X-Large Bucket			\$10.00
Handicap Service (valid through current USGA season)			\$30.00
Club Rental (includes clubs and bag)			\$15.00
Yearly Locker Rental (daily rental available upon request \$2 p/day)			\$25.00
 <u>Off Season Pricing Available (Nov. 1st through Mar. 31st)</u>			
<i>Age 60 qualifies for Senior rates</i>			
<i>Golf ID Card must be purchased and presented for reduced rates</i>			
<i>Mid Day and Twilight Times vary through season (current times posted in pro-shop)</i>			
<i>Visa, MasterCard &amp; Discover Accepted</i>			

6  
(6-1)

**RESOLUTION RATIFYING THE GLOUCESTER COUNTY PROSECUTOR'S CONTINUATION OF A MEMORANDUM OF UNDERSTANDING WITH THE UNITED STATES SECRET SERVICE FOR THE FUNDING OF THE ELECTRONIC CRIMES TASK FORCE IN GLOUCESTER COUNTY IN THE AMOUNT OF \$8,500.00 FROM OCTOBER 1, 2014 TO SEPTEMBER 30, 2015**

**WHEREAS**, the Gloucester County Prosecutor desires to continue to receive funding from the United States Secret Service, to provide funding for the Electronic Crimes Task Force in Gloucester County; 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 a Memorandum of Understanding and in its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the Memorandum of Understanding and in its attachments is true and correct; and

**WHEREAS**, the Gloucester County Prosecutor's Office has signed the Memorandum of Understanding and has submitted the Memorandum of Understanding 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 United States Secret Service; and

**WHEREAS**, the Gloucester County Board of Chosen Freeholders acknowledges that it is anticipated that the amount of the funds to be requested is \$8,500.00, for the period October 1, 2014 to September 30, 2015.

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

1. That the Gloucester County Board of Chosen Freeholders hereby ratifies the Gloucester County Prosecutor's continuation of the Memorandum of Understanding in connection with the funding of the Electronic Crimes Task Force in Gloucester County by the United States Secret Service in the amount of \$8,500.00 for the period October 1, 2014 to September 30, 2015.
2. That the Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the funding authority as referred to above and shall provide any necessary additional assurances as may be required.
3. That the Freeholder Director and the Clerk of the Board are hereby authorized to execute any and all documents necessary to complete the process of acquiring and applying the funds.

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Wednesday, December 17, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

6-1

**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: December 1, 2014

1. TYPE OF GRANT  
     NEW GRANT  
  X   RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER 14-258

2. GRANT TITLE: Electronic Crimes Task Force

3. GRANT TERM: FROM: 10/1/14 TO: 9/30/15

4. COUNTY DEPARTMENT: Prosecutor's Office

5. DEPT. CONTACT PERSON & PHONE NUMBER: Steve LaPorta / 384- 5628

6. NAME OF FUNDING AGENCY: United States Secret Service

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): The United States Secret Service is providing the Gloucester County Prosecutor's Office with \$8,500 in continuation funding for our Electronic Crimes Task Force. These funds can be used for computer hardware/software, software licenses, computer forensic workstations, and other equipment and supplies needed for this unit or other law enforcement purposes. This is the sixth year that the US Secret Service has provided the Prosecutor's Office with funding.

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

NAME	AMOUNT	NAME	AMOUNT

9. TOTAL SALARY CHARGED TO GRANT: \$ 0

10. INDIRECT COST (IC) RATE: \_\_\_\_\_ %

11. IC CHARGED TO GRANT \$ \_\_\_\_\_

12. FRINGE BENEFIT RATE CHARGED TO GRANT: \_\_\_\_\_ %

13. DATE APPLICATION DUE TO GRANTOR: N/A

14. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	<u>\$8,500</u>	
CASH MATCH		<u>\$0</u> (Attach Documentation)
IN-KIND MATCH	<u>\$0</u>	
TOTAL PROGRAM BUDGET:	<u>\$8,500</u>	

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

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

DEPARTMENT HEAD:   
Signature

DATE: 12/2/14

.....  
Departmental Use Only

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

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

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

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

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

## 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: December 1, 2014

1. GRANT TITLE: Electronic Crimes Task Force
2. DEPARTMENT: Prosecutor's Office
3. GRANT ID NUMBER: STATE: \_\_\_\_\_  
FEDERAL: N/A
4. FUNDING AGENCY CONTACT PERSON: S/A Bryan De Young
5. FUNDING AGENCY PHONE NUMBER: 215-446-6419
6. GRANT AMOUNT: \$8,500
7. A. CASH MATCH AMOUNT: \_\_\_\_\_  
(Attach mandated documentation)  
B. IN-KIND MATCH: \_\_\_\_\_  
C. MODIFICATION AMOUNT: \_\_\_\_\_ \$ \_\_\_\_\_  
D. NEW TOTAL: \_\_\_\_\_ \$ \_\_\_\_\_
8. CONTRACT PERIOD: FROM: 10/1/14 TO: 9/30/15
9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE: \_\_\_\_\_  
REIMBURSEMENT: MONTHLY: \_\_\_\_\_  
QUARTERLY: \_\_\_\_\_  
END OF CONTRACT: \_\_\_\_\_  
OTHER (EXPLAIN) Upon submission of copies of purchase orders
10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES \_\_\_ NO X  
ARE THEY MONTHLY \_\_\_ QUARTERLY \_\_\_ END OF CONTRACT \_\_\_  
LIST DATES REPORTS ARE DUE: \_\_\_\_\_  
\_\_\_\_\_

11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES \_\_\_\_\_ NO X  
(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 X  
EXPLAIN: The United States Secret Service had funds available for Electronic Crimes Task Forces. Due to our past and current working relationship with them we were offered a portion of these funds. I

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: The United States Secret Service is providing the Gloucester County Prosecutor's Office with \$8,500 in continuation funding for our Electronic Crimes Task Force. These funds can be used for computer hardware/software, software licenses, computer forensic workstations, and other equipment and supplies needed for this unit or other law enforcement purposes. This is the sixth year that the US Secret Service has provided the Prosecutor's Office with funding.

14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL? YES X NO \_\_\_\_\_

DEPARTMENT HEAD:   
Signature

DATE: 12/2/14

.....  
Departmental Use Only

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

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

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

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

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

Revised: 9/26/05

C2 - LINE ITEM NARRATIVE  
ELECTRONIC CRIMES TASK FORCE  
OCTOBER 1, 2014 – SEPTEMBER 30, 2015

460	POLICE SUPPLIES	\$3,405
631	POLICE EQUIPMENT	\$5,095
	<b>TOTAL</b>	<b><u>\$8,500</u></b>

BUDGET NARRATIVE  
ELECTRONIC CRIMES TASK FORCE  
OCTOBER 1, 2014 – SEPTEMBER 30, 2015

**460 POLICE SUPPLIES**

To purchase approximately 600 (\$900) evidence grade CDs with clamshell cases for original evidence purposes. To purchase approximately 300 (\$650) evidence grade DVDs with clamshell cases for original evidence purposes. Silver grade CDs and DVDs have a longer storage life and are needed so as preserve the original evidence with a longer shelf life to meet destruction requirements. To purchase two each handheld voice recorders (\$510), power adapters (\$45) and microphones (\$100) to be utilized as backup audio equipment in our two Interview Rooms as per our CALEA policy. In addition, it is easier to copy and transcribe these statements from audio only files. To purchase USB thumb drives in sizes 16GB, 32GB, 64GB and 128GB that will be utilized for internal use and for evidentiary use when files are bigger than CD/DVD capacity and should remain together. (\$1,000) Ink cartridges utilized for the wireless printer in this unit so that investigative personnel can send pictures and/or documents directly to the printer from their phones while out in the field. (\$200)

**631 POLICE EQUIPMENT**

To purchase two Apple iPad Air 2 (wifi only) tablets to replace current iPads for administrative staff. The devices will allow the users remote access to necessary computer programs and software that will assist in off-site investigations; they will provide communication with other office personnel. The older iPads will be recycled internally to administration and supervisors that do not currently have iPads for this purpose. (\$1,200) To purchase a "Smart TV" (60" or greater for training/investigation/briefings, etc. A "Smart TV" is integrated with Internet and Web 2.0 features and is basically a combination of computer and TV. (\$2,000). To purchase and IP Box (iPhone Password Unlock Tool) This is used to brute force any forgotten or unknown 4-digit password on any iPhone, up to iOS 8.X. This will be utilized to access phones obtained in a criminal investigation that are password protected. (\$250). To purchase additional equipment and/or supplies not yet identified as needed by this unit. In addition the above amounts are estimates and actual prices may be more or less than estimated and will first be utilized to offset any underestimations. (\$1,645)

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE GLOUCESTER COUNTY  
PROSECUTOR'S OFFICE  
AND  
THE UNITED STATES SECRET SERVICE**

The Gloucester County Prosecutor's Office and the United States Secret Service (USSS) enter into this memorandum of understanding (MOU), which becomes effective with the signatures of both parties and remains in effect until terminated by the mutual agreement of the Gloucester County Prosecutor's Office and the USSS or upon 30 day written notice by either party to this agreement.

**I. AUTHORITY**

This MOU is established pursuant to provisions of the Treasury Forfeiture Fund Act of 1992, 31 USC 9703, as amended. This act established the Department of the Treasury Forfeiture Fund and authorized the payment of certain overtime expenditures, travel, fuel, training, equipment and other similar costs of State and Local law enforcement officers, that are involved in joint operations, with a Department of the Treasury law enforcement organization, as prescribed in 31 USC 9703 (a)(1)(I)(hereinafter "overtime costs and other expenses").

**II. PURPOSE**

This MOU establishes the procedures and responsibilities of both the Gloucester County Prosecutor's Office and the USSS for the reimbursement of certain overtime costs and other expenses pursuant to 31 USC 9703.

**III. CONDITIONS AND PROCEDURES**

The parties agree to the following conditions:

- (a) The Gloucester County Prosecutor's Office may request reimbursement of payment of overtime costs and other expenses directly related to work performed by its officer(s) assigned to assist the U.S. Secret Service's Philadelphia Area Electronic Crimes Task Force in conducting official investigations. The Gloucester County Prosecutor's Office will submit all requests for reimbursement payments, together with appropriate documentation, to the U.S. Secret Service's Philadelphia Area Electronic Crimes Task Force Supervisor. Request for reimbursement will be based solely upon overtime worked and other expenses performed on behalf of the U.S. Secret Service Philadelphia Area Electronic Crimes Task Force.

- (b) All reimbursement hours of overtime costs and all other expenses covered under this MOU must be approved and certified by the U.S. Secret Service Task Force supervisor. The reimbursable overtime payments will be based upon the actual hourly overtime rate, exclusive of matching employer contributions for any taxes or benefits.
- (c) The U.S. Secret Service Task Force supervisor will forward all approved reimbursement requests through the Special Agent in Charge (SAIC) Criminal Investigative Division, Office of Investigations, to the Treasury Forfeiture Fund's payment agent, the U.S. Customs National Finance Center (NFC).
- (d) During the period of assignment to the Philadelphia Area Electronic Crimes Task Force, the Gloucester County Prosecutor's Office will remain responsible for establishing the salary and benefits, including overtime of the officer(s) assigned to the Task Force and making all payments due them. Reimbursement under this MOU is contingent upon the availability of mandatory funds allocated to the U.S. Secret Service through the Department of the Treasury Forfeiture fund.
- (e) The Gloucester County Prosecutor's Office shall permit and have readily available for examination and auditing by the U.S. Secret Service, the Department of Treasury, the Comptroller of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. They shall maintain all such records and reports until all audits and examinations are completed and resolved, or for a period of three (3) years, which ever is sooner.
- (f) Payments may be made to the extent they are included in the U.S. Secret Service Fiscal Year Plan and the monies are available within the Department of Treasury Forfeiture Fund to satisfy the request(s) for reimbursable expenses. It should also be understood that the total amount(s) made available to the U.S. Secret Service through the Department of the Treasury Forfeiture Fund, for reimbursement to the Gloucester County Prosecutor's Office, could change at any time.
- (g) Pursuant to the Treasury Executive Office for Asset Forfeiture (TEOAF) directive number 18, the maximum reimbursement entitlement for overtime costs to any one law enforcement official cannot exceed fifteen-thousand (\$15,000.00) dollars during the fiscal year.

- (h) This document does not obligate funds. Funding authority will be provided through other documents.
  
- (i) The Gloucester County Prosecutor's Office shall provide the U.S. Secret Service within 10 days of the signing of this MOU, with their agency's mailing address, contact name, telephone number and tax identification number. Further, this agency must provide the name, account number and ABA routing number of the financial institution where the Gloucester County Prosecutor's Office wants the Electronic Funds transfer (EFT) payment deposited for the reimbursement of overtime salary costs. Failure to provide this information within the prescribed period of time will nullify this MOU agreement.

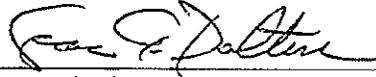
**IV. REVISIONS**

The terms of this MOU may be amended upon the written approval of both the Gloucester County Prosecutor's Office and the U.S. Secret Service. Such amendment is effective upon the date of approval.

U.S. Secret Service  
Philadelphia Field Office

Gloucester County  
Prosecutor's Office

\_\_\_\_\_  
SAIC Cynthia Wofford

  
\_\_\_\_\_  
Sean F. Dalton  
Gloucester County Prosecutor

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

Date: 12-19-12

\_\_\_\_\_  
SAIC Jonathan Bartlett  
U.S. Secret Service, Office of Investigations  
Criminal Investigative Division

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

G-2

**RESOLUTION AUTHORIZING THE RENEWAL OF THE GRANT APPLICATION TO THE STATE OF NEW JERSEY, DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE, OFFICE OF VICTIM-WITNESS ADVOCACY FOR THE VICTIMS OF CRIME PROGRAM (VOCA) IN THE AMOUNT OF \$194,737.00, WITH MATCHING FUNDS IN THE AMOUNT OF \$48,684.00, FOR A TOTAL AMOUNT OF \$243,421.00 FROM JULY 7, 2014 TO JULY 6, 2015**

**WHEREAS**, there exists a need in the County of Gloucester for the services by the Gloucester County Prosecutor's Office as part of the Victims of Crime Act Program; and

**WHEREAS**, the Gloucester County Prosecutor recommends the execution of a grant application to said agency for grant funds partially pays for salaries for employees of the Gloucester County Prosecutor's Office Victim/Witness Unit, which provides services mandated by the New Jersey Crime Victim's Bill of Rights under N.J.S.A. 52:4B-36 for victims of violent crime in Gloucester County; and

**WHEREAS**, the Gloucester County Prosecutor's Office reviewed all data supplied, or to be supplied, in the application and its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the applications and their attachments are 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 applications, 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 rule issued by the New Jersey Department of Law and Public Safety, Division of Criminal Justice, for the administration of grant projects; and

**WHEREAS**, the Gloucester County Board of Chosen Freeholders acknowledges that the grant funds to be request for grant program **VWAFPS3-08** is \$194,737.00, with matching funds in the amount of \$48,684.00, for a total amount of \$243,421.00 from July 7, 2014 to July 6, 2015.

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

1. The Director of the Board is hereby authorized to execute any and all documents in connection with the filing of the grant application with the State of New Jersey, Department of Law and Public Safety, Division of Criminal Justice, Office of Victim-Witness Advocacy, requesting grant funds for the Victim and Witness Advocacy Fund Supplemental Grant Program (VOCA), to be used by the Gloucester County Prosecutor's Office.
2. The Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any additional assurances as may be required, including a certified copy of this resolution.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 17, 2014 at Woodbury, New Jersey.

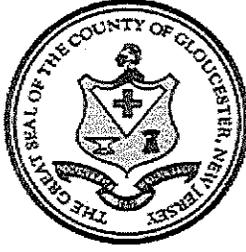


**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**



County of Gloucester

***RESOLUTION AUTHORIZING THE RENEWAL OF THE GRANT APPLICATION TO THE STATE OF NEW JERSEY, DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE, OFFICE OF VICTIM-WITNESS ADVOCACY FOR THE VICTIMS OF CRIME PROGRAM (VOCA) IN THE AMOUNT OF \$194,737.00, WITH MATCHING FUNDS IN THE AMOUNT OF \$48,684.00, FOR A TOTAL AMOUNT OF \$243,421.00 FROM JULY 7, 2014 TO JULY 6, 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 **17th** day of **December**, **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

62

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

**CERTIFICATION OF RECORDING OFFICER**

This is to certify that the foregoing Resolution is a true and correct copy of a resolution which was duly and regularly introduced and finally adopted at the meeting of the

Gloucester County Board of Chosen Freeholders \_\_\_\_\_ held on the  
Applicant's Governing Body/Board of Directors

17th \_\_\_\_\_ day of December, 20<sup>14</sup> \_\_\_\_\_ and duly recorded in my office;

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

DATED this 17th \_\_\_\_\_ day of December, 20<sup>14</sup> \_\_\_\_\_

SEAL

\_\_\_\_\_  
Signature of Certifying Officer

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Title (Mayor, Freeholder-Director,  
County Executive, Agency Head,  
President, Chairperson of the Board)

Robert N. DiLella

\_\_\_\_\_  
Name of Certifying Officer

# Federal Financial Accountability and Transparency Act Information Form

## To be completed by Subrecipient:

1. Agency Name: County of Gloucester
2. City: Woodbury 3. State: NJ 4. Zip + 4 08096-4606  
([www.usps.com/zip4/](http://www.usps.com/zip4/))
5. Congressional District (Agency main office) (2 digits) (01 – 13): 01 6. County: Gloucester  
(<http://www.govtrack.us/congress/findyourreps.xpd>)
7. DUNS number (<http://www.dnb.com/us/>) (9 digits): 957362447
8. Location of Primary Place of Performance of Project (if different than above). Enter the ONE location and corresponding congressional district where the majority of work is completed. (State wide is not acceptable):

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip + 4 \_\_\_\_\_

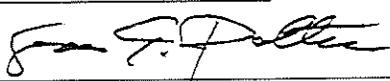
Congressional District (2 digits) (01 – 13): \_\_\_\_\_ County: \_\_\_\_\_

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

If No, please explain: \_\_\_\_\_

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

<u>Officer Name</u>	<u>Total Compensation</u>
#1 _____	_____
#2 _____	_____
#3 _____	_____
#4 _____	_____
#5 _____	_____

11. Signature of Agency Representative: 

To be completed by Division/SubGrantor:

1. Amount of Award: \_\_\_\_\_ 2. Federal: \_\_\_\_\_ 3. Match or State Share: \_\_\_\_\_
4. Award Title: \_\_\_\_\_
5. Award Number: \_\_\_\_\_
6. Transaction Type: \_\_\_\_\_ 7. CFDA Number: \_\_\_\_\_
8. Program Source: \_\_\_\_\_

# GRANT REQUEST FORM

G2

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: 12/2/14

1. TYPE OF GRANT  
NEW GRANT  
 RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER 13-243

2. GRANT TITLE: Victims of Crime Act (VOCA) Grant Application V-08-13

3. GRANT TERM: FROM: 7/7/14 TO: 7/6/15

4. COUNTY DEPARTMENT: Prosecutor's Office

5. DEPT. CONTACT PERSON & PHONE NUMBER: Mary Pyffer/384-5549

6. NAME OF FUNDING AGENCY: State Office of Victim-Witness Advocacy

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): The VOCA grant partially for salaries for employees of the Gloucester County Prosecutor's Office Victim/Witness Unit. The Unit provides services mandated by the New Jersey Crime Victim's Bill of Rights under N.J.S.A. 52:4B-36 for victims of violent crime in Gloucester County.

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

NAME	AMOUNT	NAME	AMOUNT
<u>Donna Adair</u>	<u>\$29,182</u>	<u>Barbara Carter</u>	<u>\$11,280</u>
<u>Leslie Taylor</u>	<u>\$24,447</u>	<u>Kristeen Gallagher</u>	<u>\$28,494</u>
<u>Lillian Robinson</u>	<u>\$28,494</u>	<u>Rosemarie Seider-Paquin</u>	<u>\$24,432</u>
<u>Mariann Smith</u>	<u>\$14,428</u>	<u>Evelyn Ginter</u>	<u>\$18,715</u>

9. TOTAL SALARY CHARGED TO GRANT: \$ 179,472

10. INDIRECT COST (IC) RATE: \_\_\_\_\_ %

11. IC CHARGED TO GRANT \$ \_\_\_\_\_

12. FRINGE BENEFIT RATE CHARGED TO GRANT: \_\_\_\_\_ %

13. DATE APPLICATION DUE TO GRANTOR \_\_\_\_\_

14. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	<u>194,737</u>	
CASH MATCH		<u>(Attach Documentation)</u>
IN-KIND MATCH	<u>48,684</u>	
TOTAL PROGRAM BUDGET: \$ <u>243,421</u>		

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

16. HAS THE DESCRIPTION BEEN E-MAILED TO THE COUNTY GRANTS COORDINATOR, WHO WILL FORWARD IT TO THE CLERK OF THE BOARD. [lcerny@co.gloucester.nj.us](mailto:lcerny@co.gloucester.nj.us) Yes X No \_\_\_\_\_

DEPARTMENT HEAD:   
 Signature

DATE: 12/2/14

.....  
 Departmental Use Only

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

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

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

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

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

**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: 12/2/14

1. GRANT TITLE: Victims of Crime Act (VOCA) Grant

2. DEPARTMENT: Prosecutor's Office

3. GRANT ID NUMBER: STATE: V-08-13

FEDERAL: \_\_\_\_\_

4. FUNDING AGENCY CONTACT PERSON: Issac Junius

5. FUNDING AGENCY PHONE NUMBER: 609-984-1039

6. GRANT AMOUNT: \$194,737

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

B. IN-KIND MATCH: \$48,684

C. MODIFICATION AMOUNT: \_\_\_\_\_

D. NEW TOTAL: \_\_\_\_\_

8. CONTRACT PERIOD: FROM: 7/7/14 TO: 7/6/15

9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE: \_\_\_\_\_

REIMBURSEMENT: MONTHLY: \_\_\_\_\_

QUARTERLY: X

END OF CONTRACT: \_\_\_\_\_

OTHER (EXPLAIN) \_\_\_\_\_

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

LIST DATES REPORTS ARE DUE: 10/15, 1/15, 4/15, 7/15

\_\_\_\_\_

11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES \_\_\_\_\_ NO X  
(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 X NO \_\_\_\_\_  
EXPLAIN: Federal funding for Victim/Witness activities has been provided for many years and is expected to continue in the future. Our funding for the 2014-2015 grant period has increased. There has been continued lobbying throughout the State to reinstate full funding for salaries and fringe benefits.

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: The VOCA grant partially pays for salaries for employees of the Gloucester County Prosecutor's Office Victim/Witness Unit. The Unit provides services for victims of violent crime mandated by the New Jersey Victim's Bill of Rights under N.J.S.A. 52:4B-36. Services are defined as those efforts that respond to the emotional and physical needs of crime victims: assist victims to understand and participate in the criminal justice system. VOCA funds are used to ensure that crime victims are treated with fairness, compassion, and respect by the criminal justice system to prevent secondary victimization by the system.

14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL?  
YES \_\_\_\_\_ NO X

DEPARTMENT HEAD:   
Signature

DATE: 12/2/14

.....  
Departmental Use Only

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

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

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1: \_\_\_\_\_  
Signature

2: \_\_\_\_\_  
Signature



CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lieutenant Governor*

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

JOHN J. HOFFMAN  
*Acting Attorney General*

ELIE HONIG  
*Director*

January 27, 2014

Honorable Sean F. Dalton, Prosecutor  
Gloucester County Prosecutor  
70 Hunter Street, P. O. Box 623  
Woodbury, New Jersey 08096

**RE: Victims of Crime Act Victim Assistance Grant Program  
County Office of Victim Witness Advocacy**

Dear Prosecutor Dalton:

The New Jersey Division of Criminal Justice is pleased to announce the funding for the 2013 County Offices of Victim Witness Advocacy under the Victims of Crime Act (VOCA) Victim Assistance Grant Program.

Your federal award will be \$194,737, with a required twenty percent (20%) match, for a twelve month period. A formula has been utilized that allocates \$4,500,000 to the county offices. It provides for a base amount of \$50,000 and the proportionate amount of the award is based on the number of indictments and accusations reported by your county to the Division of Criminal Justice in calendar years 2011 and 2012. An application package will be forwarded to your office two months prior to the expiration of your current grant award.

The funds may be used for salaries and fringe, purchase of services, travel and transportation, consumable supplies, facilities, equipment and victim aid. If you have any questions regarding these grant programs, please contact Isaac Junius at 609-984-1039.

Sincerely,

  
Alyson M. Gush, Chief  
State Office of Victim Witness Advocacy  
Division of Criminal Justice

c: Mary Pyffer, Victim Witness Coordinator  
Gary Schwarz, Chief Financial Officer  
Billie Jo-Scott, Grants Coordinator  
Elie Honig, Director, Division of Criminal Justice  
Isaac Junius, DCJ Program Analyst  
Marilyn Easley, SOVWA



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CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lieutenant Governor*

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

JOHN J. HOFFMAN  
*Acting Attorney General*

ELIE HONIG  
*Director*

January 27, 2014

Honorable Sean F. Dalton, Prosecutor  
Gloucester County Prosecutor  
70 Hunter Street, P. O. Box 623  
Woodbury, New Jersey 08096

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Isaac Junius, DCJ Program Analyst  
Marilyn Easley, SOVWA



V-08-13  
Victims of Crime Act Grant  
Budget Narrative

10101	Regular S&W	\$	160,757
15101	Part Time - Regular	\$	18,715
275	Printing	\$	3,665
299	Other Expense	\$	1,000
410	Office Supplies	\$	600
419	Postage	\$	10,000
		\$	194,737

**Victims of Crime Act (VOCA) Grant Program**  
**V-08-13**  
**LINE ITEM NARRATIVE**

A. Personnel

**10101 Regular Salaries & Wages**

Donna Adair is a Victim Witness Advocate with an annual salary of \$63,109. We are requesting grant to pay \$29,182, which represents 47% of her annual salary. Donna is assigned to the Juvenile Unit and contacts victims of juvenile crime. Donna helps victims understand the juvenile criminal process and provides accompaniment to juvenile court when necessary.

Barbara Carter is a Victim Witness Advocate with an annual salary of \$74,889. We are requesting the grant to pay \$11,280, which represents 16% of her annual salary. Barb provides letter and/or phone contact to victims on defendant incarceration status pre and post sentencing. She also provides victim and family relocation and directly contacts service agencies on behalf of victims.

Kristeen Gallagher is a Victim Witness Advocate with an annual salary of \$68,184. We are requesting the grant to pay \$28,484, which represents 42% of her annual salary. Kris is assigned to the Sexual Assault Unit. Kris assists the victims of sexual assault, makes sure they understand their rights, and helps them obtain additional assistance when needed. Kris accompanies these victims to court when necessary.

Lillian Robinson is a Victim Witness Advocate with an annual salary of \$68,184. We are requesting the grant to pay \$28,484, which represents 42% of her annual salary. Lillian is assigned to the Domestic Violence Unit. Lillian assists victims of domestic violence at Family Court Proceedings to ensure they understand their rights. She accompanies them to these proceedings when necessary.

Rosemarie Seider is a Victim Witness Advocate with an annual salary of \$67,698. We are requesting the grant to pay \$24,432, which represents 37% of her annual salary. Rosemarie is assigned to the Municipal Domestic Violence Unit. Rosemarie assists victims of domestic violence where the charges against the defendant are heard in municipal court. She assists the victims with understanding the proceedings and their rights, and accompanies them to court.

Leslie Taylor is a Victim Witness Advocate with an annual salary of \$50,591. We are requesting the grant to pay \$24,447, which represents 49% of her annual salary. Leslie is assigned to the Trial Unit and assists victims at superior court proceedings. She helps victims understand their rights during these proceedings and provide accompaniment to superior court when necessary.

---

Mariann Smith is a Clerk 2 with an annual salary of \$35,407. We are requesting the grant to pay \$14,428, which represents 41% of her annual salary. Mariann performs data entry on the VATS and Promis Gavel Systems. She also mails out victim notification letters to victims of superior court proceedings. Stephanie also works with the Juvenile Unit and mails out victim notification letters to victims of juvenile court proceedings.

#### **15101 Part Times Salaries & Wages**

Evelyn Ginter is a Clerk 2 with an annual salary of \$23,423. We are requesting the grant to pay \$18,715, which represents 80% of her annual salary. Evelyn performs data entry on the VATS system. She enters Municipal Domestic Violence victim information into the VATS database. Evelyn also prepares the grant quarterly reports.

Salaries for these personnel have been partially funded on a temporary emergent basis by the County. Continuation of partial funding by the County is undetermined. Salaries are budgeted for July 7, 2014 to July 6, 2015. The salary figures are based on the CWA contract in effect from January 1, 2012 to December 31, 2014, and anticipation of a 2% raise thereafter.

#### **Fringe Benefits**

Fringe Benefits are being used as matching funds in this grant. The current fringe benefit rate for Gloucester County CWA employees is 56.83%. Matching fringe benefits are being charged to four of the Victim Advocate positions. The 2014 Gloucester County Fringe Benefits memo is included with this application.

#### **D. Consumable Supplies, Postage, Printing**

##### **275 Printing**

Printing – window envelopes with Victim/Witness return address printed on them to mail out above-noted letters generated by the Gloucester County Prosecutor's Office. (20,000 x \$.035ea = \$700). To pay for printing of 30,000 carbonless VINE forms. Our supply is low and the information on them is out of date. 30,000 x approx..099) vendor quote of 30,000 for \$2,965

##### **410 Office Supplies**

To pay for postage meter ink to print the postage on victim notification letters (8 x \$62.50). To pay for postage meter tape for the printing of postage to mail victim notification letters. (4 boxes (100) x \$25)

##### **419 Postage**

Postage (\$10,000) – approximately 20,000 notification letters generated by Promis Gavel are sent out per year regarding adult offenders. This does not include letters to victims/witnesses regarding juvenile offenders or additional letters sent out by staff. (20,000 x .48 = \$9,600 = \$400 for postage increases and/or overweight letters – total of \$10,000).

G. Victim Aid

**299 Other Expense**

To pay for emergency food vouchers for victims at several denominations ( $\$25 \times 8 = \$200$ ) ( $\$10 \times 60 = \$600$ ) ( $\$20 \times 20 = \$200$ ) dependent on needs totaling \$1,000.

---

STATE OF NEW JERSEY  
VICTIMS OF CRIME ACT (VOCA)  
GRANT PROGRAM

PART I

CONTINUATION  
APPLICATION DOCUMENTS  
TO BE COMPLETED AND RETURNED

APPLICATION OVERVIEW

Name of Applicant: County of Gloucester

Title of Project: County Office of Victim Witness Advocacy

Amount Applied for: \$ 194,737 Federal      \$ 48,684 Match      \$ 243,421 Total

Type of Agency:     State     County     Municipality     Nonprofit

What County is your agency located in: Gloucester

Type of Project:     New     Continuing

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

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

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

Child Abuse     Homicide Survivors     Elder Abuse     DUI/DWI

Dating Violence     Other \_\_\_\_\_

[VOCA CONTINUATION 11/2013]

**STATE OF NEW JERSEY  
VICTIMS OF CRIME ACT (VOCA)  
GRANT PROGRAM**

**SUBGRANTEE CHECK LIST**

**SUBGRANTEE:** County of Gloucester

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

**PART I: Documents to be Completed and Returned**

- Subgrantee Check List
- Application Overview
- Applicant Information Form
- Agency Information Form
- Project Narrative (Provided by Applicant)
- Project Management and Staff (Provided by Applicant)
- Job Descriptions (for each position listed in budget)
- Current Resumes (reflecting staff currently works at agency, for each position listed in budget)
- Project Work Plan
- Budget Detail Form
- Budget Narrative (Provided by Applicant)
- Sources of Funds Form

**Additional forms provided by nonprofit applicants:**

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

**PART II: Documents to be Signed and Returned:**

- Application Authorization
- Certification of Equal Employment Opportunity Plan (EEOP) Form
- General Conditions and Assurances
  - Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements
- Resolution of Participation and Certification of Recording Officer
- Federal Financial Accountability and Transparency Act Information Form
- Audit Requirements Form
- Accounting System and Financial Capability Questionnaire

**NOTE: ONLY COMPLETE APPLICATIONS CAN BE PROCESSED. ABOVE ITEMS MUST BE SUBMITTED WITH THE APPLICATION. DO NOT STAPLE APPLICATIONS.**

**STATE OF NEW JERSEY  
VICTIMS OF CRIME ACT (VOCA)  
GRANT PROGRAM**

**TABLE OF CONTENTS**

**PART I**

**CONTINUATION APPLICATION DOCUMENTS  
TO BE COMPLETED AND RETURNED**

- One (1) Signed Original and Two (2) Copies of Application
- Subgrantee Check List
- Application Overview
- Applicant Information Form
- Agency Information Form
- Project Narrative (Provided by Applicant)
- Project Management and Staff
  - Job Descriptions (for each position listed in budget)
  - Current Resumes (for each position listed in budget)
- Project Work Plan
- Budget Detail Form
- Budget Narrative (Provided by Applicant)
- Organizational Status
- Sources of Funds Form

### Applicant Information Form

**Official Name of Applicant Agency:** County of Gloucester

**Address:** 2 South Broad Street, P.O. Box 337

<b>City/State:</b> Woodbury, NJ	<b>Zip Code +4:</b> 08096-4604	<b>County:</b> Gloucester
---------------------------------	--------------------------------	---------------------------

**Implementing Agency (if different than applicant):** Gloucester County Prosecutor's Office

<b>Agency Website:</b> http://www.gloucestercountynj.gov/depts/p/prosoffice/default.asp	<b>Fiscal Year Start Date:</b> 1/1/14	<b>Federal ID Number:</b> 216000660
--	---------------------------------------	-------------------------------------

<b>Charitable Registration Number (If nonprofit &amp; not exempt):</b>	<b>Have there been any findings filed against the agency in regard to its charitable status?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>If yes, please explain on a separate sheet.</b>
--	---

**New Jersey Business Registration Certificate:**

**Name and Title of Chief Executive/Agency Director:** Robert M. Damming, Freeholder Director

Street Address, City, State, Zip Code +4 (if different from above)

<b>Telephone:</b> 856-853-3395	<b>Ext.</b>	<b>Email:</b> rdamming@co.gloucester.nj.us	<b>Fax:</b> 856-853-3494
--------------------------------	-------------	--	--------------------------

**Name and Title of Project Director:** Sean F. Dalton, County Prosecutor

Street Address, City, State, Zip Code +4 (if different from above) 70 Hunter Street, P.O. Box 623  
Woodbury, NJ 08096-4604

<b>Telephone:</b> 856-384-5534	<b>Ext.</b>	<b>Email:</b> sdalton@co.gloucester.nj.us	<b>Fax:</b> 856-384-8624
--------------------------------	-------------	---	--------------------------

**Name and Title of Contact Person:** Audrey Curwin, Victim Witness Coordinator

Street Address, City, State, Zip Code +4 (if different from above) 70 Hunter Street, P.O. Box 623  
Woodbury, NJ 08096-4604

<b>Telephone:</b> 856-384-5587	<b>Ext.</b>	<b>Email:</b> acurwin@co.gloucester.nj.us	<b>Fax:</b> 856-384-8624
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**Name and Title of Chief Financial Officer:** Gary Schwarz, County Treasurer

Street Address, City, State, Zip Code +4 (if different from above)

<b>Telephone:</b> 856-853-3353	<b>Ext.</b>	<b>Email:</b> gschwarz@co.gloucester.nj.us	<b>Fax:</b> 856-251-6778
--------------------------------	-------------	--	--------------------------

**Name and Title of Fiscal Contact Person:** Billie-Jo Scott, Office Manager

Street Address, City, State, Zip Code +4 (if different from above) 70 Hunter Street, P.O. Box 623  
Woodbury, NJ 08096-4606

<b>Telephone:</b> 856-384-5532	<b>Ext.</b>	<b>Email:</b> bjscott@co.gloucester.nj.us	<b>Fax:</b> 856-384-8624
--------------------------------	-------------	---	--------------------------

**Agency Information Form**

**Name of Agency/Applicant:** County of Gloucester/Gloucester County Prosecutor's Office

**Project Title:** County Office of Victim Witness Advocacy

**Project Specific Information**

**This Project Provides:**

- Outreach Services     
  Legal Services     
  Training     
  Direct Services  
 Other (Please Describe) \_\_\_\_\_

**Project Service Area:** Indicate the service area of this project by county or municipality name(s).  
Write statewide if all counties in New Jersey will be served by this project.

County of Gloucester

**Project Population Served:** Is this project servicing a special population group or underserved population of victims? (for example, Spanish-speaking, Latino, African American, Disabled, Elderly, etc.).

- Yes     
  No

If yes - indicate the population(s): \_\_\_\_\_

**Agency Specific Information**

Indicate if your agency provides the following services/programs to crime victims:

Core Services

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

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

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> DWI                          | <input checked="" type="checkbox"/> Homicide       |
| <input checked="" type="checkbox"/> Neglected or abused children | <input checked="" type="checkbox"/> Sexual Assault |
| <input checked="" type="checkbox"/> Domestic violence            | <input type="checkbox"/> Human Trafficking         |

AGENCY BACKGROUND, MISSION, EXPERIENCE AND CAPABILITY  
PROBLEM STATEMENT/NEEDS ASSESSMENT

The Gloucester County Prosecutor's Office is located in the City of Woodbury, which is the County Seat. Woodbury has a population of 10,085, with the total county population being 289,586. The largest municipality is Washington Township with 48,559 residents, and the smallest is Newfield with 1,553 residents. The median household income is \$74,830 with the median house value being \$236,100.

Gloucester County is located in the southwest portion of New Jersey, along the Delaware River, just south of the City of Philadelphia. The county borders both the States of Delaware and Pennsylvania and covers an area of 330 square miles within 24 municipalities under the jurisdiction of the Prosecutor's Office. The municipalities are primarily considered suburban and rural, with only four municipalities being considered as an urban center.

The most recent statistics available come from the 2011 Uniform Crime Report published annual by the New Jersey State Police. Those statistics indicate that a total of 8,048 Crime Index Offenses (murder, rape, robbery, aggravated assault, burglary, larceny-theft, and motor vehicle theft) were reported to the police in Gloucester County during 2011. This is a 4% decrease from 2010. Non-violent crimes decreased by 3%, while violent crimes decreased by 14%. The crime rate for Gloucester County was 27.9 victims for every 1,000 permanent residents, which was a 4% decrease from 2010. The total value of property stolen during 2011 in Gloucester County was \$10.4 million dollars, with only approximately 22% being recovered.

From these crimes there were 18,603 persons arrested. The total clearance rate for index offenses was 23% (juveniles were responsible for 14%) of cases. It is impossible to determine where, when and how the next crime will happen even though we study their patterns. The Prosecutor's Office Victim Witness Unit provides services to respond to the emotional and physical needs of crime victims/survivors to help them understand and participate in the criminal justice system. We help to ensure that the victims/survivors are treated with fairness, compassion and respect by the criminal justice system to prevent secondary victimization.

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In 2011 there were approximately 3,062 victims of crime assisted by the Gloucester County Victim Witness Unit. There were 26,589 letters generated by the Promis Gavel System to notify victims of events scheduled in the criminal justice system which affect them. Our staff provided assistance to approximately 3,000 victims in applying for assistance from the Victims of Crime Compensation Office (VCCO) and requested for restitution through the Courts. In State FY2011 the VCCO approved 41 claims from Gloucester County and paid out \$107,928 to victims for lost wages, medical and funeral expenses, counseling, and emergency relocation costs due to crime.

The VWU aspires to raise public awareness and educate the community about victims' rights and the multitude of services provided by the Gloucester County Office of Victim Witness Advocacy and their numerous colleagues throughout the County and State by participating in the following:

- Staff members participated in the FOCUS ON THE VICTIM program of the Department of Corrections whereby they visit prisons to communicate with the inmates regarding the trauma which victims feel as a result of crimes. Staff participated in the program at Mid-State Correctional Facility.
- Staff distributed information and represented the Prosecutor's Office at various community events, including: National Night Out at Paulsboro and West Deptford Township, Glassboro Unity Day, Gloucester County Women's Summit, Glassboro Crime Prevention Fair, Swedesboro-Woolwich Day, and the Outreach Picnic for the Emmanuel Baptist Church in Glassboro.

In addition, the Gloucester County Prosecutor's Office held an event in on May 2, 2013 in observance of National Crime Victims' Rights Week. Maura Schwartz, the daughter of Mary Sherlock, the school psychologist who was slain in the Newtown CT shootings spoke at this event. Ms. Schwarz was presented with a blanket with the images of the students from the school.

Approximately 85 people attended this ceremony to pay tribute to their own loved ones.

~~Several family members of victims, or victims themselves, shared their stories with the~~  
attendees.

Although the lives of victims/survivors of crimes are forever changed, the Victim Witness Unit uses the resources available to them to assist those victims with picking up the pieces from that change for forge ahead. In instances throughout the County and State victims/survivors volunteer their time assisting other victims by sharing their experiences.

## PROJECT DESCRIPTION

Services provided under the New Jersey Crime Victims' Bill of Rights under N.J.S.A. 52:4B-36 include but are not limited to the following:

- To be treated with dignity and compassion by the criminal justice system;
- To be informed about the criminal justice system;
- To be free from intimidation;
- To have inconveniences associated with participation in the criminal justice process minimized;
- To make at least one telephone call which is reasonable in both length and location called;
- To medical assistance, if it appears necessary;
- To be notified if presence in court is not needed;
- To be informed about available remedies, financial assistance and social services;
- To be compensated for losses when possible;
- To be provided a secure waiting area during court proceedings;
- To be advised of case progress and final disposition;
- To the prompt return of property when no longer needed;
- To submit a written statement about the crime to a representative of the prosecutor's office prior to the prosecutor's final decision regarding the filing of a formal criminal charge; and
- To make, prior to sentencing, an in-person statement directly to the sentencing court concerning the impact of the crime.
- To be notified of parole eligibility and release.

The Victim Witness Unit promotes and encourages cooperation with our colleagues in the criminal justice system and existing victim service agencies. Collaboration is a key element to assisting victims and providing aid from a full network of agencies within the criminal justice system and the broader community. The Victim Witness Unit can best serve our victims when there are multiple, available sources of aid.

## GOALS, OBJECTIVES and ACTION STRATEGY

**Goal:** Provide advocacy, information; practical assistance, emotional support, and referrals to crime victims and witnesses in a compassionate manner that treats victims, survivors and witnesses with dignity and respect.

**Objective:** Provide daily, direct services to victims and witnesses in accordance with the Attorney General Standards and Gloucester County Prosecutor's Office Commitment to Excellence.

**Method:** The VWU staff will provide the following specific services to achieve this objective:

- Provide crisis intervention and emotional support as necessary
- Provide criminal justice advocacy/support i.e.:
  - Enter victim information to Promis Gavel system to initiate case status Notification
  - Mail letters to inform victims of each significant stage of prosecution
  - Provide information about and general orientation to the Criminal Justice System
  - Inform victims of their rights within the Criminal Justice System
  - Respond to inquiries and provide case-specific information
  - Act as a liaison between victims and prosecutorial and investigative Staff
  - Provide court accompaniment
  - Provide courtroom tours, as requested
  - Provide assistance with the completion of victim impact statements
  - Provide child care, as needed, schedule permitting
  - Provide assistance in registering for parole and/or V.I.N.E. notification
  - Provide notification of offender release from incarceration
  - Provide additional advocacy as needed within the criminal justice System
- Provide victim advocacy to assist victims obtain support, resources or services i.e.:
  - Provide referrals to social service agencies as appropriate
  - Inform and assist victims with filing claims for crime compensation
  - Assist victims in requesting restitution and following up on restitution status
  - Provide employer and/or creditor intercession services
  - Provide victims with emergency use (9-1-1 only) cell phones as Appropriate (when in supply)
- Provide additional supportive services as appropriate
  - Provide food vouchers (when available)
  - Assist victims in preparing VCCO applications and providing Completed statements to Criminal Case Management Office
  - Encourage DV victims to utilize services provided at local domestic Violence programs
  - Provide information to victims regarding local counseling services
  - Provide referrals for individual counseling to victims of violent crime
  - Provide ADT security system to qualified victims living in Gloucester County

**Goal:** Raise public awareness and educate the community about victims' rights and the services provided by the Gloucester County Office of Victim Witness Advocacy.

**Objective:** The VWU staff will participate in community awareness and education events as appropriate and as their schedules allow.

**Methods:**

- Participate in National Night Out
- Participate in Crime Victims' Rights Week
- Train Law Enforcement
- Address community organizations, educational institutions, volunteer groups and other individuals/groups as requested
- Participate in Career Day at local schools
- Participate in Health Fairs throughout the county

**Goal:** Foster a coordinated community response to the needs of crime victims in Gloucester County.

**Objective:** Build relationships and collaborate with our colleagues in the Criminal Justice System and victim service agencies.

**Methods:**

- The staff will continue to participate in collaborative community events. Collaboration is one of the key components to assisting victims, as those impacted by crime are likely to need information, support and/or direct services from a full network of agencies both within the criminal justice system and the broader community. The more connected we are to other agencies and organizations, the better we can guide victims to the most appropriate sources of help available to them.

Participate in the following collaborative committees:

New Jersey Victim Witness Coordinator's Association  
Comfort Zone, support group for parents of drug addicts  
County Multi-Disciplinary Team (MDT)  
Traumatic Loss Coalition, Support group in schools  
Focus on the Victim, Prison Outreach Program  
Human Relations Commission  
Domestic Violence Working Group  
Center for Family Services

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**Goal:** Foster the continuing education and professional development of staff.

**Objective:** Take advantage of relevant training opportunities as they arise.

- Our advocates are committed, dedicated and professional. They are devoted to serving the victims of crime in Gloucester County. Our budgetary constraints prohibit most continuing education. However, the advocates are committed to professional development and acquiring more knowledge. They seek out any available free training in the State.
  - Seek out free training opportunities through other agencies, State Office of Victim Witness and other available resources
  - Attend and participate in out of office training as available and with the approval of the Coordinator and Office Manager

**Goal:** To maintain compliance with all reporting requirements of the Victims of Crime Act (VOCA) grant program.

**Objective:** To provide meaningful data and narrative reports in a timely fashion that detail the activities performed within a given grant period in an on-going effort to achieve the goals and objectives of the project.

**Methods:**

- Enter into VATS all information on victims served and types of services provided. (VATS is the Victim Assistance Tracking System)
  - Provide quarterly reports
  - Complete and submit any additional required forms
  - Complete and submit all required financial reports
  - Immediately respond to any requests from the State Office
  - Prepare and submit all required documents within the time frames set by the grant
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## PROJECT MANAGEMENT AND STAFF

Sean F. Dalton, County Prosecutor, Project Director – Prosecutor Dalton has served as the Gloucester County Prosecutor since 2002 and serves as the Project Director for the Victims of Crime Act Grant Program.

Audrey M. Curwin, Chief of Trial, Victim/Witness Coordinator – Employed with the Gloucester County Prosecutor's since September 23, 1997 and has served as the Victim Witness Coordinator since July 2014.

Donna Adair, Victim Advocate – Employed with the Gloucester County Prosecutor's Office since September 3, 2002 and is currently the Victim Advocate for the Juvenile Unit.

Barbara Carter, Victim Advocate – Employed with the Gloucester County Prosecutor's Office since March 4, 1981 and is currently the Victim Advocate for Homicide and High Impact Cases.

Kris Gallagher, Victim Advocate – Employed with the Gloucester County Prosecutor's Office since November 1, 1994 and is currently the Victim Advocate for the Sexual Assault/Child Abuse Unit.

Lillian Robinson, Victim Advocate – Employed with the Gloucester County Prosecutor's Office since August 3, 1998 and is currently the Victim Advocate for Superior and Family Court Domestic Violence Cases.

Rosemarie Seider, Victim Advocate – Employed with the Gloucester County Prosecutor's Office since October 22, 2001 and is currently the Victim Advocate for Municipal Court Domestic Violence Cases.

Leslie Taylor, Victim Advocate – Employed with the Gloucester County Prosecutor's Office since January 2013 and is currently the Victim Advocate for the Post Indictment/ Trial Section.

Mariann Smith, Clerk 2 – Employed with the Gloucester County Prosecutor's Office since February 27, 2012 and is currently a Clerk 2 with the Victim Witness Juvenile Unit and Pre/Post Indictment.

Even Ginter, Part Time Clerk 2 – Employed with the Gloucester County Prosecutor's Office since September 24, 2001 and is currently Clerk Typist assigned to work with all sections of the Victim Witness Unit.



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**Job Specification**

**SENIOR CLERK TYPIST  
(ALL JURISDICTIONS)**

**DEFINITION**

Under supervision, performs typing and other related clerical work requiring the exercise of independent judgment and a working knowledge of department rules, regulations, and policies, and/or has charge of the work of a small group of clerk typists, and/or has charge of the designated phase of the typing work of the department; does related work as required.

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

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

**23233C - Bilingual in Spanish and English**

**SPECIAL SKILL**

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

**EXAMPLES OF WORK:**

Organizes assigned clerical, typing, and other related work and develops effective work methods.

Assigns suitable work, instructs individuals and groups, and supervises the performance of their work.

Reviews, checks, and certifies reports, applications, and other documents for correctness.

Composes answers to routine letters and prepares other letters in accord with office routines and regulations.

Does typing accurately and rapidly from varied types of copy.

Checks and verifies bills, vouchers, statements, and payrolls.

Prepares claim schedules.

Records varied types of data accurately.

Keeps tickler files up-to-date.

Receives and checks applications and/or fees and prepares receipts.

Receives, reviews, and adjusts complaints.

Prepares personnel records, requisitions, estimates, statistical information, receiving records, and inventories.

Supervises the operation and care of office machines and equipment.

May assist with on-the-job training of new clerical employees.

Answers nonroutine inquiries for information originating within and without the agency in accord with agency policy and regulations.

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In State government, Department of Law and Public Safety, may type labels for specimens, samples, or evidence.

In State government, Department of Law and Public Safety, maintains records of evidence receipt, verification, and recording.

In State government, Department of Law and Public Safety, may type laboratory records reflecting the storage of evidence.

In the Department of Law and Public Safety, may verify receipt against source documents.

May assist in supervising the preparation of and personally prepares statistical and other reports.

May assist in planning and supervising a designated phase of the clerical activity of the unit.

Maintains essential records and files.

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

**REQUIREMENTS:**

**EXPERIENCE:**

One (1) year of experience in clerical work including typing.

**NOTE:** Successful completion of a clerical training program with a minimum of 700 clerical training hours or 30 semester hour credits in secretarial science from an accredited college or university may be substituted for the experience indicated above. Coursework must include typing skills, methods, and procedures; other courses may include, but not be limited to, office procedures, word processing, and business English.

**LICENSE:**

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

**KNOWLEDGE AND ABILITIES:**

Knowledge of modern office methods, practices, routines, machines, equipment, and of the internal organization after a period of training.

Ability to comprehend established office routines and regulations and apply them to specific cases in accord with established procedures.

Ability to organize assigned clerical, typing, and supervisory work, and develop effective work methods.

Ability to give assignments and instructions to clerical employees and supervise the performance of their work.

Ability to help plan and to supervise a designated phase of the clerical work of the unit.

Ability to type accurately and rapidly.

Ability to work cooperatively with associates and superior officers and with that portion of the public interested in or concerned with the work of the office.

Ability to keep complicated records.

Ability to use and properly care for office machines and equipment.

Ability to prepare clear, concise, and appropriate business letters in accord with office regulations, policies, and procedures.

Ability to prepare and supervise the preparation of clear, sound, accurate, and informative reports containing findings, conclusions, and recommendations.

Ability to maintain and supervise the maintenance of essential records and files.

Ability to learn to utilize various types of electronic and/or manual recording and information systems used by the agency, office, or related units. Ability to read, write, speak, understand, and communicate in English sufficiently to perform the duties of this position. American Sign Language or Braille may also be considered as acceptable forms of communication.

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

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

Job Spec Code	Variant	State, Local or Common	Class of Service	Work Week	State Class Code	Local Class Code	Salary Range	Note
23233		S	C	35	09	N/A	A08	-
23233C	Bilingual In Spanish & English	S	C	35	09	N/A	A08	-
23235		S	C	35	09	N/A	A05	10 Month

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

04/06/2006

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### **Job Specification**

#### **ADVOCATE, VICTIM-WITNESS PROGRAM DEFINITION**

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

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

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

#### **09006 - Bilingual in Spanish and English**

##### **SPECIAL SKILL**

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

#### **EXAMPLES OF WORK:**

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

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

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

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

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

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

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

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

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

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

Participates in the preparation of informational brochures.

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Prepares reports.

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

**REQUIREMENTS:**

**EDUCATION:**

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

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

**EXPERIENCE:**

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

**LICENSE:**

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

**KNOWLEDGE AND ABILITIES:**

Knowledge of the methods used to conduct interviews.

Knowledge of the methods used to gather and analyze information.

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

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

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

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

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

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

Ability to conduct interviews and gather needed information.

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

Ability to prepare reports.

Ability to maintain essential records and files.

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

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

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

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

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

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

7/21/2004

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Donna M. Adair  
2049 Barnsboro Road #P7  
Blackwood, NJ 08012  
Cell: 609-320-5554 or Work: 856-384-5508  
Email: [adonna2049@comcast.net](mailto:adonna2049@comcast.net)

OBJECTIVE – Job dependent

EXPERIENCE

September 2002 – Present

Gloucester County Prosecutor's Office  
PO Box 623  
Woodbury, NJ 08096  
856-384-5500

*Title: Community Relations Aide (Victim/Witness Criminal Section)*

Assist victims by providing support, assistance and advocacy at any stage of the criminal justice process, including post-sentencing services and support. Services may include, but are not limited to, helping victims secure their rights; assistance with victim-impact statements; courtroom orientation; update on case status; assistance with VCCB claims; assistance with restitution claims; file restraining orders, injunctions and other protective orders; assistance with filing compensation claims, including follow-up with other agencies; locating emergency financial assistance, welfare, food/shelter, legal advocacy, insurance, unemployment or workman's compensation; accompanying victims to the hospital, court, etc.; referrals and assistance with obtaining therapy, counseling, social support, etc.; follow-up with in-person or telephone contact to offer emotional support, provide empathetic listening, check on victim's progress, etc.; provide transportation, interpretation and services for the disabled and elderly.

Assist witnesses with trial preparation, support and advocacy throughout the criminal justice process by providing similar, but less extensive services.

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1996 – August 2002

Citicorp Vendor Finance (formerly Copelco Capital, Inc.)  
700 East Gate Drive, Suite 400  
Mt. Laurel, NJ 08054

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*Title: Senior Business Analyst*

Function as a business/system liaison between the IT department and end users for a custom Oracle leasing system. Prior to my current responsibilities, I was involved in the development of a custom leasing system.

This included the following:

- Analysis of business processes
- Gathered business requirements
- Wrote a detailed test plan
- Managed and participated in the system test execution
- Documented test results
- Acted as a liaison between IT and end users during system implementation

My responsibilities included:

- Gathering business requirements related to system fixes, enhancements and new development
- Performing system testing on fixes, enhancements and new development
- Providing end user training and trouble shooting
- Solving accounting problems as they relate to the leasing system

Participated in the following departmental efforts:

- Communications and knowledge management research that resulted in improved communications and knowledge sharing, and development of a corporate yellow pages and intranet.
- Designed and developed a lotus notes project database to efficiently organize and manage system enhancement requests. This database included a cost justification analysis that measured increased revenues and reduced costs.

1983 - 1996

Copelco Capital, Inc.  
700 East Gate Drive, Suite 400  
Mt. Laurel, NJ 08054

*Title: Accounts Receivable Manager*

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Responsibilities included the following: Training and supervising accounts receivable personnel; lockbox operations; daily cash applications for over 20,000 customers; maintaining lease portfolios; resolving collection and customer service problems; daily

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investors wires; maintaining securitization records; reconciling multi-company general ledgers monthly; maintaining daily schedules and month end report reconciliation and closing.

## EDUCATION

Camden County College – Focus in Accounting and Information Technology

Gloucester County College – Pursuing Business Administration Degree (60 credits/Fall 2005)

### Victim/Witness Training Courses:

- 2003 – completed Department of Criminal Justice “Victim Witness Training” Certificate Course
- 2004 – National Organization for Victim Assistance (NOVA) certified in Community Crisis Response

### Professional References:

Lisa M. Iacono, VP Citicorp, IT  
700 East Gate Drive, Suite 400  
Mt. Laurel, NJ 08054  
800-257-8451 x3089

Betty Garnett, Citicorp Accounting  
700 East Gate Drive, Suite 400  
Mt. Laurel, NJ 08054  
800-257-8451 x4035

Sean F. Dalton, Gloucester County Prosecutor  
PO Box 623  
Woodbury, NJ 08096  
856-384-5500

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Barbara Carter  
PO Box 41  
Woodbury, NJ 08096  
856-853-8920

2006 – Present

Gloucester County Prosecutor's Office, *Victim/Witness Advocate*

Responsible for victims of homicide, fatal crashes and specially assigned cases.

Keeping track of out-of-office speaking engagements, meetings, training seminars and community outreach activities attended by the victim/witness staff.

1985 – 2006

Gloucester County Prosecutor's Office, *Victim/Witness Coordinator*

Duties include:

Supervise victim/witness staff; respond to needs of victims and witnesses from the time immediately following the crime/incident throughout the court process; crisis and emergency services; information and referral services; notification regarding case statuses; provide transportation and childcare when needed; notification of releases from county jail or state prison.

Manage grants and funding –

- a. Victims of Crime Act (Federal Grant)
  - Prepare monthly reports; prepare detailed cost statements; allocate funds to three sub-grantees; prepare quarterly narratives and keep monthly reports of expenditures and monthly statistics.
- b. State Office of Victim/Witness Advocate Fund (State Grant)
  - Prepare monthly reports of expenditures and statistics.

Respond to and address incoming and outgoing phone calls, letters and referrals to other agencies; interviewing victims and advising them of their rights; teaching at Police Academy; counseling inmates in State Prison.

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Trained police departments, jail staff and communications workers on institution of the VINE system (Victim Information & Notification Everyday) to notify victims of inmates lodged in or released from prison. Follow up on any glitches.

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Represented the Gloucester County Prosecutor's Office at the following:

1. State of New Jersey
  - a. State Victim/Witness Office – grant review twice a year; served as team leader at Liberty Park after 911 disaster.
  - b. Victim/Witness Coordinator's Association
  - c. Department of Corrections – FOCUS ON THE VICTIM
  - d. VCCB (Victims of Crime Compensation Board)
2. Philadelphia Police Department – participated in developing the HEADS UP program, showing the heartbreak of addiction. Arranged showings in Gloucester County and New Jersey at large.
3. Gloucester County
  - a. Human Relations Commission
  - b. Tolerance Project
  - c. Police Chiefs
  - d. MADD (Mothers Against Drunk Drivers) support group
  - e. COMFORT ZONE – for family members of addicts
  - f. Schools
  - g. Community events (scheduled with Prosecutor-directs unit participation and provides materials, brochures and giveaways)
  - h. Probation Department
  - i. Courts
  - j. TLC (Traumatic Loss Coalition)
4. Other work assigned by assistant prosecutors – contacting victims, information regarding restitution; providing technical assistance to all staff regarding the criminal system and services available to victims.

1982 – 1985

*Gloucester County Prosecutor's Office, Trial Section*

Responsible for keeping track of scheduled cases for trial and pre-trials, motions, sentences and assignments to assistant prosecutors. Subpoena witnesses and keep track of bench warrants and bail forfeitures.

1981 – 1982

*Gloucester County Prosecutor's Office, Docket Clerk*

Responsibilities include notification to municipal courts and police departments of all dispositions.

1978 - 1981

Girard College, *Secretary to the Director of Student Home Life*

Responsibilities include preparing payroll for staff, keeping records of time-cards and students; job placement for students; regular secretarial responsibilities.

1976 - 1978

Girard College, *Business Office Clerk*

Responsibilities include preparing payroll, purchase orders, sending out quotations or bids for supplies, typing, operating switchboard and record keeping.

1973 - 1976

State University of New York at Stony Brook, Dept. of Secondary Education, *Secretary to the Dean of Department of Secondary Education*

Responsibilities include general office duties as scheduling appointments, typing, answering phones, proof reading, etc.

1970 - 1973

State University of New York at Stony Brook, Dept. of Health and Allied Science

Responsibilities include general office duties as answering phones, typing, filing, etc.

1970 - 1970

Internal Revenue Service, Holtsville, New York, *Clerk*

Responsibilities include sorting all income and quarterly returns and forwarding them to the correct departments.

Memberships:

Secretary, Gloucester County Human Relations Commission

Chairperson, Entrepreneurial Development Training Project

Alumni, New Jersey Victim/Witness Association

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Barbara Carter  
Teaching/Speaking Engagements

March 1990	Gloucester County Police Academy	Victim/Witness
August 1999	NOVA (National Organization for Victim Assistance)	25 <sup>th</sup> Anniversary Victim Assistance Conference
May 2003	NJ Division of Criminal Justice	NJ Victim/Witness Training Course
May 2006	NJ Department of Corrections	FOCUS on the VICTIM

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Barbara Carter  
Complete Training Courses

<u>Date</u>	<u>Institution</u>	<u>Course</u>
June 1986	Forensic Mental Health Associates Webster, Massachusetts	Psychology of the Offender- Assessment, Treatment Treatment of Juvenile Sex Offenders & Adults Abused as Children
August 1986	Institute Against Social Violence Briarcliff Manor, New York	The Dynamics of Victimization
October 1986	Institute for Court Management, National Center for State Courts	Victim/Witness Programs for Juvenile Courts
December 1988	Burlington County Police Academy	Methods of Instruction
January 1993	Atlantic County Police Training Center	Sexual Molestation of Children
June 1996	National Community Crisis Response Response Team Training Institute (NOVA)	Twenty-four Hour Course
March 1999	Anti-Violence Partnership of Philadelphia	Traumatic Grief: The Synergism of Trauma and Grief
February 2001	MAGLOCLEN (Middle Atlantic-Great Lakes Organized Crime Law Enforcement Network)	Officer Safety, Officer Suicide, Stress Management & Victims Rights
December 2002	NJ State Police Missing Persons Unit and State Office of Victim/Witness Advocacy	2002 Missing & Exploited Children Seminar
March 2004	Joint Center on Violence & Victim Studies Washburn University & California State University at Fresno	Critical Analysis of Victim Assistance
February 2005	NJ Division of Mental Health Services Disaster and Terrorism Branch	Introduction to Disaster Mental Health and Crisis Counseling
March 2005	National Institute Against Hate Crimes And Terrorism	Tools for Tolerance
December 2005	UMBC, Maryland	Critical Incident Stress Management: Group Crisis Intervention

Kristeen Gallagher  
21 Peach Ridge Drive  
Mullica Hill, NJ 08062  
856-478-0873

**TITLE: VICTIM/WITNESS COUNSELOR**

**Experience Highlights:**

- Counseling Referrals
- Court Support
- Handle Case Inquiries
- Responsible for AWARE ADT (Panic Button Program)
- Assist Victim/Witness Coordinator
- Case Status Information

**Related Workshops & Seminars:**

- 3 Day NOVA Horizon Series/Counseling Advocacy
- 2 Day Victims of Crime – Intervention for Change Conference sponsored by Delaware Criminal Justice Council

**EMPLOYMENT HISTORY**

1994 – Present	Victim/Witness Counselor Gloucester County Prosecutor's Office
1989 – 1994	Communication Clerk (part-time) Gloucester County Prosecutor's Office Fugitive Unit
1992 – 1994	Substitute Teacher (grades K-8) Mantua Township Board of Education
1987 – 1989	Loan Officer Household Finance Corporation

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**EDUCATION**

Fairleigh Dickinson University, BA, Political Science  
Glassboro State College, Certificate, Elementary Education

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**LILLIAN M. ROBINSON**

5407 Apple Lane, West Deptford, New Jersey 08066  
856.848.2175 609.458.1999

**OBJECTIVE**

To obtain a professional position within the field of human services

**EXPERIENCE**

*Victim/Witness Advocate* *August 1998 to Present*  
*Gloucester County Prosecutor's Office, Woodbury, NJ 08096*  
Responsibilities include: fielding phone calls concerning the status, development and disposition on pre- and post-indictment criminal cases, court procedures and criminal complaint/restraining order procedures; provide information on victim's rights and the rules/regulations within the criminal justice system; provide counseling referrals, assist in filing restitution request and inmate release notification forms; assist prosecutors in trial preparation meetings of victims and witnesses; provide victim notification on the remand, transfer and/or dismissal of criminal complaints; accompany victims to criminal and family court proceedings; assist in victim coding and file preparation; maintain data/statistics information; assist walk-in victims/complainants; transportation for victims to/from court  
(Primary Focus: Victims of Domestic Violence/Family Protection)

*Drug/Alcohol Counselor* *September 1991 to July 1998*  
*Together, Inc. Glassboro, NJ 08028*  
Responsibilities included: individual, group, parent and family counseling; completed treatment plans and monthly statistics; fielded crisis intervention calls and walk-in/runaway services; 24 hour on-call counselor; youth supervision and recreational activities; conducted weekly case management meetings; one-on-one youth mentoring; conducted Violence Prevention, Anger Management/impulse Control and Life Skills seminars at local high schools

*Assistant Program Coordinator* *May 1991 to August 1991*  
*Hollybush Institute II ~ Rowan University, Glassboro, NJ 08028*  
Responsibilities included: overseeing the daily program operations; scheduling and organizing presenters and workshops; assisted in pre-freshman registration and orientation; completion of pre- and post-paperwork; peer counseling

*Clerical Assistant* *September 1987 to August 1990*  
*Atlantic Cape Community College, Mays Landing, NJ 08330*  
Responsibilities included: operating the main telephone switch board; servicing the community in the registration and recruitment of students; assisting in the coordination and daily operations of the youth summer programs

**EDUCATION**

Rowan University ~ Glassboro, New Jersey  
Bachelor of Arts in Psychology ~ August 1991

Atlantic Cape Community College ~ Mays Landing, New Jersey  
Associates of Arts in Child Development/Child Care ~ August 1989

**TRAININGS & CERTIFICATIONS**

- |  |                                  |                         |
|--|----------------------------------|-------------------------|
| Domestic Violence  | Sexual Assault                   | Conflict Resolution     |
| Crisis Response  | Cultural Diversity               | Suicide Prevention      |
| Active Listening   | Drug/Alcohol Institute           | Group/Family Counseling |
| Victim Rights Awareness  | Loss/Grief Seminar               | MAGLOCLIN Institute     |
| Case Management/Treatment Plans  | Anger Management/impulse Control |                         |
| Certification in Biblical Studies ~ LFCC Bible Training Center ~ June 2007 |                                  |                         |

*References furnished upon request*



Nursing Assistance Certification  
*Gloucester County College*

*Sewell, NJ*

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

*Philadelphia, PA*

## PROFESSIONAL EXPERIENCE

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Victim Witness Advocate (August 2003 to Present)  
*Gloucester County Prosecutors Office Gloucester County, NJ*

Assist Prosecutor within the Municipal Court.  
To give outreach to victims of Domestic Violence.

Administrative Assistant (October 2001 to August 2003)  
*Gloucester County Prosecutors Office Gloucester County, NJ*

Assist Prosecutor in preparation of documents for court cases.  
Notification of victims for court hearings, restitution and releases.  
Maintain open case dockets and applicable juvenile records.

Supervisor of Community Service Site  
*Gloucester County Probation/ First Presbyterian Church of Williamstown* (February 05 to December 2010)

*Camden County Probation/ Friendship Community Church* (March 03 to November 03)

Internship (Summer 2001)  
*Gloucester County Prosecutors Office Gloucester County, NJ*

Assisted Victim Witness Advocate.  
Prepared files for court.  
Sent discoveries to defense attorneys.

Child Care Provider (1988 - June 2001)  
*Sole proprietor of successful home - based business. Williamstown, NJ*

Caring of children from birth to school age.  
Providing of basic preschool skills in a safe and loving environment.  
Experienced with diversified backgrounds and special needs.

Nursing Assistant (1986 - 1987)  
*Voorhees Pediatrics Hospital Voorhees, NJ*

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Providing of nursing care to terminally ill children.  
Use of specialized feeding and caring techniques.  
Preparation of daily reports on patient status.

Assistant Teacher  
*Northeast Community Center*

(1980 - 1983)  
*Philadelphia, P.A.*

Teaching of special needs children, infant to school age.  
Working with mild to severe mentally and physically challenged children.  
Certified in Early Childhood Education.

MARIANN SMITH  
205 Woodlawn Ave.  
Sewell, N.J. 08080

**EMPLOYMENT HISTORY**

February 2012 to Present	Gloucester County Prosecutor's Office
August 2003 to December 2010	Holston, MacDonald, Uzdevinis, Eastlack, Ziegler & Lodge 66 Euclid Street Woodbury, N.J. 08096 Secretary to Teri S. Lodge, Esq. and Hon. John S. Holston, Jr., J.A.D. (retired)
August 1999 to June 2003	Poplar & Eastlack 215 Fries Mill Road Turnersville, N.J. 08012 Secretary to John C. Eastlack, Jr., Esq.
October 1989 to August 1999	Ragonese & Scaffidi/Ragonese, Albano & Viola 735 N. Black Horse Pike Runnemede, N.J. 08078 Secretary to Michael P. Albano, Esq.

**DUTIES**

Secretarial skills including typing, dictaphone, answering telephone, filing, client/court contact, computer, MSWord, Outlook, PC Law, scheduling appointments, faxing, scanning, handling of monies, billing, responsible for filing and preparation of pleadings in the Superior Court, copying, knowledge predominately in the areas of criminal law, personal injury, municipal court, matrimonial law, preparation of Deeds, Wills, attorney ethics, professional ethics, preparation of Borough Resolutions/Ordinances and Planning Board Resolutions/Ordinances in-office mediations and arbitrations, Notary Public, all Clerk Typist duties, fill in when co-workers are on vacation or on leave from work (i.e. Discovery clerk duties, DV Municipal Court duties), send out victim letters, run juvenile calendar, send letters to juvenile victims, put victims in Promise Gavel and VATS, run criminal Rap sheets, over 23 years of Legal Secretary experience.

**EDUCATION**

Washington Township High School  
Sewell, N.J. 08080, Graduate  
Gloucester County College, Sewell, N.J.

**PROFESSIONAL REFERENCES**

Michael P. Albano, Esq., Telephone (856) 939-2504  
Honorable Samuel J. Ragonese, J.S.C. (856) 686-7414

**PERSONAL REFERENCES**

Dianne Wojciechowski, Telephone (856) 358-2629  
Barbara Burns, Telephone (856) 582-1821  
Eileen Bramble, Telephone (856) 981-7201

Other references available upon request

EVELYN GINTER  
15 South Columbia Street  
Woodbury, NJ 08096  
856-845-6072

Education:

Bryn Mawr College, PA – Master of Social Service, concentration in Management, 1983; Master of Law and Social Policy 1984

Experience:

2001 – Present: Administrative Assistant, Office of Victim/Witness Advocacy, Gloucester County Prosecutor.

1997 – 2001: Volunteer, Victim/Witness Office. Administrative Assistant, Domestic Violence Advisor.

1984 – 1997: Executive Director, People Against Spousal Abuse, Glassboro. Wrote original proposal for funding; set up agency; guided expansion to an complete array of services including shelter, outreach and transitional housing for victims of domestic violence in Gloucester County.

1980 – 1984: Woodbury Child Development Center, Woodbury. Administrative Consultant.

September 1982 – May 1983: Intern in the office of NJ Senator Raymond J. Zane. Constituent casework Assistance to local government and agencies, legislative research and analysis.

September 1981 – May 1982: Women In Transition, Philadelphia. Telephone and personal counseling for women.

1976 – 1980: Human Services Coalition of Gloucester County. Title XX Coordinator. Wrote original proposal for funding; set up first office; participated in consolidation and expansion from \$10,000 to a \$180,000 operation in 1978. Acted as Executive Director in 1979.

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1968 – 1976; Woodbury Child Development Center. Member of founding group; Head Teacher; Education Chairman; Board Chairman. Also a founder of the Gloucester County Child Care Council.

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Community Activities:

Governor's Delegate from New Jersey, White House Conference on the Family (1980)

Gloucester County Branch of American Association of University Women (AAUW), Past President

Recipient of "Woman in Community Service" award from the Gloucester County Business & Professional Women's Club (1990).

New Jersey Coalition for Battered Women, Past Vice President, Past Treasurer.

Gloucester County Working Group on the Prevention of Domestic Violence, Past Secretary.

1996 Honoree, "Women Who Have Made a Difference", NJ Division on Women, nominated by the Gloucester County Commission on Women.

Included in the 17<sup>th</sup> and 25<sup>th</sup> Editions of *Who's Who Among Women in America*.

Co-chair of the Human Relations Commission of Gloucester County (1999-2003).

Board Member, Mother/Child Residential Services, 2002 – 2005.

Board Member, Center for Family Services, 2006 – Present.

Member, Gloucester County Advisory Council on Domestic Violence, 2005 - Present

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514 Demoss Ct.  
Glassboro, NJ 08028  
Phone: (856) 906-4636  
tjleslie4210@yahoo.com

# Leslie A. Taylor

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## Education

Sep 1997 – May 2001 Rowan University Glassboro, NJ  
**B.A., Psychology**

- Graduated Magna Cum Laude with a Bachelors degree in Psychology. Also completed 3 years of Elementary Education coursework.

## Professional experience

November 2011 – Present Healthcare Commons, Inc. Cameys Point, NJ  
**Emergency Services Intake/Outreach Screener**

- Provide services detailed below as a "Certified Mental Health Screener." In addition, provide and coordinate follow up, post-screening for all clients not hospitalized.
- Perform outreach, training, and consultation services for other agencies including police, schools, and other social service providers.

August 2011 – November 2011

Unemployed due to Layoff. State of NJ changed agency program regulations, requiring a Master's Degree to maintain my employment as Residential Specialist.

July 2009 – July 2011 Healthcare Commons, Inc. Cameys Point, NJ

### Residential Specialist

- Managed a 24-hour Residential Group Home for mentally ill adults. Capacity of 9 adult consumers, 7 full-time staff, 1 nurse, and approximately 5 part-time staff.
- Responsible for the supervisory duties of the home including: staff hiring, scheduling and credentialing, budgeting, billing, group home licensing and inspection, clinical supervision, and treatment planning.

April 2006 – July 2009 Healthcare Commons, Inc. Cameys Point, NJ

### Emergency Services Intake/Outreach Screener

- Continued to provide services detailed below as a "Certified Mental Health Screener." In addition, provided and coordinated follow up, post-screening for all clients not hospitalized.
- Performed outreach, training, and consultation services for other agencies including police, schools, and other social service providers.
- Designated as the Salem County Coordinator for the Traumatic Loss Coalition (TLC). As a Coordinator, was responsible for scheduling, hosting, and attending county, regional, and statewide meetings in compliance with UMDNJ standards. Actively recruited members to participate in Salem County's TLC. Submitted monthly reports to the statewide TLC Program Coordinator.

May 2004 – April 2006 Healthcare Commons, Inc. Carneys Point, NJ

**Certified Mental Health Screener**

- Provided clinical assessment of clients presenting to the screening center, as well as conducting screening outreach to patients unable or unwilling to come to the screening center. Developed crisis stabilization treatment plans for clients and families to prevent hospitalization; linked clients with the least restrictive clinically appropriate treatment. Coordinated hospitalization for clients in need of admission to a short term care facility or alternative inpatient units.
- Provided orientation and training to new screeners. Maintained departmental statistics and attended all mandatory agency meetings. Provided consultation, training, and technical assistance to other clinical staff and psychiatrists.

Aug 2001 - Apr 2004 NJ Division of Youth & Family Services NJ

**Family Service Specialist II**

- As a Residential Caseworker, job responsibilities included: formulating a service plan for families whose children were placed outside of the home; meeting regularly with mental health facilities to discuss treatment and service needs; completing monthly visitation with all families to assess case progress and planning; ensuring the safety and stability of all children in their out-of-home placements by completing out-of-home risk assessments; referring parents and children to community service providers; completing all necessary paperwork to clearly document all casework activity.
- As an Intake Caseworker, job responsibilities included: screening initial referrals; investigating child abuse/neglect referrals by interviewing and assessing families using objective risk and safety assessment tools; identifying appropriate intervention services and completing referrals for families in crisis; making collateral contacts with schools, local police, courts, mental health professionals and other social service providers; securing appropriate out-of-home placement for children when necessary; documenting all investigation findings.
- Caseload focused on adolescents in residential mental health facilities and out-of-home placements (two years), as well as intake investigation (approximately one year). Caseload consisted of approximately 70 children and families.

Nov 2000 – Aug 2001 Family Service of Burlington County NJ

**Youth worker, therapist intern**

- Responsible for the daily supervision and implementation of treatment plans for children, ages 7 to 11, in a group home setting. Residents suffered from severe psychiatric illness, with recent discharges from inpatient psychiatric hospitals.
- As a youth worker, responsibilities included: assisting residents with daily living tasks; offering assistance with school work; providing informal counseling; utilizing behavior modification techniques; distributing medication. Learned about various psychiatric diagnoses; learned about behavior modification programs; also was educated about types of psychotropic medications.
- Certified in Crisis Prevention Intervention de-escalation, therapeutic safety and restraint techniques, CPR and first aid.

- As a therapist intern, responsibilities included: participating in the development of individualized treatment plans; participating in intake interviews, bio/psycho/social assessments, DSM diagnosis. Participated in individual, family, and group counseling. Instructed on art and play therapy techniques for child victims of sexual abuse.

**Certifications**

Certified Mental Health Screener, Certified Psychiatric Emergency Assistance Team (PEAT) Trainer, CPR, First Aid, Basic and Advanced PTSM (Post-Traumatic Stress Management) Counseling.



Objective	Activity	Projected Start-up & Completion Dates (Do not use on-going)	Person Responsible
Direct services to victims of pending non-specific court matters	To assist victims of other crimes with trial proceedings and provide back-up coverage for other units	7/7/14-7/6/15	Leslie Taylor
Court accompaniment	Accompany victims to court in addition to Victim Advocate	7/7/14-7/6/15	Janice McCullough(volunteer)
Fiscal Assistant	Provide fiscal information for grant activities, help prepare grant applications	7/7/14-7/6/15	Billie-Jo Scott

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

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

Applicant: <u>County of Gloucester</u>		Grant No: <u>V-08-13</u>					
<b>Budget Detail Form</b>							
<b>COST ELEMENT</b>							
<b>A. Personnel</b>							
<b>I. Salaries and Wages</b>							
List each name and position	Show % of time or number of hours spent on project to be funded with grant and match funds	Annual Salary or Hourly Rate	Grant Funds	Match	Project Total		
Adair, Donna / Advocate - V/W	47%	63,109	29,182	0	29,182		
Carter, Barbara / Advocate - V/W	16%	74,889	11,280	0	11,280		
Gallagher, Kris / Advocate - V/W	42%	68,184	28,494	0	28,494		
Robinson, Lillian / Advocate - V/W	42%	68,184	28,494	0	28,494		
Seider, Rosemarie / Advocate - V/W	37%	67,698	24,432	0	24,432		
Taylor, Leslie / Advocate - V/W	49%	50,591	24,447	0	24,447		
Smith, Mariann / Clerk 2	41%	35,407	14,428	0	14,428		
Ginter, Evelyn / Part Time Clerk 2	80%	23,423	18,715	0	18,715		
<b>SUB-TOTAL SALARIES AND WAGES</b>			<b>179,472</b>	<b>0</b>	<b>179,472</b>		

Applicant: County of Gloucester

Grant No: V-08-13

2. Fringe Benefits - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed above and only for the percentage of time devoted to the project. Provide agency fringe rate and list each benefit and percentage (e.g., FICA, Workman's Comp, Disability) List name and position	Grant Funds	Match	Project Total
Pension 13.11%; Group Insurance 35.67%; FICA/Medicare 7.65%; NJ Unemployment Security .40%; Total = 56.83%			
Adair, Donna / Advocate - V/W	0	16,584	0
Carter, Barbara / Advocate - V/W	0	6,410	0
Gallagher, Kris / Advocate - V/W	0	16,188	0
Robinson, Lillian / Advocate - V/W	0	9,502	0

SUB-TOTAL FRINGE BENEFITS	0	48,684	48,684
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TOTAL SALARIES, WAGES AND FRINGE	179,472	48,684	228,156
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Budget Detail Form

COST ELEMENT	Grant Funds	Match	Project Total
<b>D. Consumable Supplies, Postage, Printing</b> (list each item & show unit cost & calculations)			
Postage (20,000 x .48 = \$9,600) + \$400 increase and overweight	10,000	0	10,000
Window Envelopes (20,000 x .035)	700	0	700
VINE Forms-carbonless (30,000 x .099-approx) vendor quote	2,965	0	2,965
Postage Meter Ink (8 x 62.50)	500	0	500
Postage Meter Tape (4 x 25)	100	0	100
<b>TOTAL CONSUMABLE SUPPLIES</b>	<b>14,265</b>	<b>0</b>	<b>14,265</b>

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



**Victims of Crime Act (VOCA) Grant Program**  
**V-08-13**  
**BUDGET NARRATIVE**

A. Personnel

Salaries & Wages

Donna Adair is a Victim Witness Advocate with an annual salary of \$63,109. We are requesting grant to pay \$29,182, which represents 47% of her annual salary. Donna is assigned to the Juvenile Unit and contacts victims of juvenile crime. Donna helps victims understand the juvenile criminal process and provides accompaniment to juvenile court when necessary.

Barbara Carter is a Victim Witness Advocate with an annual salary of \$74,889. We are requesting the grant to pay \$11,280, which represents 16% of her annual salary. Barb provides letter and/or phone contact to victims on defendant incarceration status pre and post sentencing. She also provides victim and family relocation and directly contacts service agencies on behalf of victims.

Kristeen Gallagher is a Victim Witness Advocate with an annual salary of \$68,184. We are requesting the grant to pay \$28,484, which represents 42% of her annual salary. Kris is assigned to the Sexual Assault Unit. Kris assists the victims of sexual assault, makes sure they understand their rights, and helps them obtain additional assistance when needed. Kris accompanies these victims to court when necessary.

Lillian Robinson is a Victim Witness Advocate with an annual salary of \$68,184. We are requesting the grant to pay \$28,484, which represents 42% of her annual salary. Lillian is assigned to the Domestic Violence Unit. Lillian assists victims of domestic violence at Family Court Proceedings to ensure they understand their rights. She accompanies them to these proceedings when necessary.

Rosemarie Seider is a Victim Witness Advocate with an annual salary of \$67,698. We are requesting the grant to pay \$24,432, which represents 37% of her annual salary. Rosemarie is assigned to the Municipal Domestic Violence Unit. Rosemarie assists victims of domestic violence where the charges against the defendant are heard in municipal court. She assists the victims with understanding the proceedings and their rights, and accompanies them to court.

Leslie Taylor is a Victim Witness Advocate with an annual salary of \$50,591. We are requesting the grant to pay \$24,447, which represents 49% of her annual salary. Leslie is assigned to the Trial Unit and assists victims at superior court proceedings. She helps victims understand their rights during these proceedings and provide accompaniment to superior court when necessary.

Mariann Smith is a Clerk 2 with an annual salary of \$35,407. We are requesting the grant to pay \$14,428, which represents 41% of her annual salary. Mariann performs data entry on the VATS and Promis Gavel Systems. She also mails out victim notification letters to victims of superior court proceedings. Stephanie also works with the Juvenile Unit and mails out victim notification letters to victims of juvenile court proceedings.

Evelyn Ginter is a Clerk 2 with an annual salary of \$23,423. We are requesting the grant to pay \$18,715, which represents 80% of her annual salary. Evelyn performs data entry on the VATS system. She enters Municipal Domestic Violence victim information into the VATS database. Evelyn also prepares the grant quarterly reports.

Salaries for these personnel have been partially funded on a temporary emergent basis by the County. Continuation of partial funding by the County is undetermined. Salaries are budgeted for July 7, 2014 to July 6, 2015. The salary figures are based on the CWA contract in effect from January 1, 2012 to December 31, 2014, and anticipation of a 2% raise thereafter.

#### Fringe Benefits

Fringe Benefits are being used as matching funds in this grant. The current fringe benefit rate for Gloucester County CWA employees is 56.83%. Matching fringe benefits are being charged to four of the Victim Advocate positions. The 2014 Gloucester County Fringe Benefits memo is included with this application.

#### D. Consumable Supplies, Postage, Printing

Postage (\$10,000) – approximately 20,000 notification letters generated by Promis Gavel are sent out per year regarding adult offenders. This does not include letters to victims/witnesses regarding juvenile offenders or additional letters sent out by staff. ( $20,000 \times .48 = \$9,600 = \$400$  for postage increases and/or overweight letters – total of \$10,000).

Printing – window envelopes with Victim/Witness return address printed on them to mail out above-noted letters generated by the Gloucester County Prosecutor's Office. ( $20,000 \times \$.035ea = \$700$ ). To pay for printing of 30,000 carbonless VINE forms. Our supply is low and the information on them is out of date.  $30,000 \times \text{approx. } .099$  vendor quote of 30,000 for \$2,965

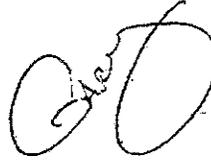
#### Office Supplies

To pay for postage meter ink to print the postage on victim notification letters ( $8 \times \$62.50$ ). To pay for postage meter tape for the printing of postage to mail victim notification letters. ( $4 \text{ boxes} (100) \times \$25$ )

#### G. Victim Aid

To pay for emergency food vouchers for victims at several denominations ( $\$25 \times 8 = \$200$ ) ( $\$10 \times 60 = \$600$ ) ( $\$20 \times 20 = \$200$ ) dependent on needs totaling \$1,000.



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:

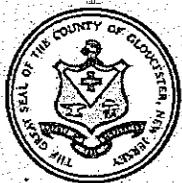
Pension	13.11*
Group Insurance	35.67
NJ Employment Security	.40
FICA/Medicare	<u>7.65</u>
	56.83

\*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.

BOARD OF  
CHOSEN FREEHOLDERS  
COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY  
FREEHOLDER DIRECTOR  
Robert M. Damminger



COUNTY TREASURER'S  
OFFICE

TREASURER  
Gary M. Schwarz

Phone: 856.853.3353

BUDGET OFFICES

Phone: 856.853.3322  
Fax: 856.251.6778

P.O. Box 337  
Woodbury, NJ 08096

[www.co.gloucester.nj.us](http://www.co.gloucester.nj.us)

New Jersey Relay Service - 711

### SOURCES OF FUNDS

List all sources of funds received by the agency during the past State fiscal year (July 1 thru June 30). On the bottom of the form, list all funds received from the Division of Criminal Justice in the past three years.

**Federal Sources**

Name(s) of Federal Source	Date of Award	Amount

**State Sources**

Name(s) of State Source	Date of Award	Amount
Office of Victim Witness Advocacy	Not Indicated	\$194,737

<b>County Sources</b>	<b>\$48,684</b>
<b>Local and Other Sources</b>	<b>\$</b>
<b>Total of All Sources of Funds</b>	<b>\$243,421</b>
<b>Indicate the percentage of <u>funds</u> used to support this project:</b>	<b>%100</b>

**Division of Criminal Justice Funding**

List funding awarded for the past three years:

Date of Award	Grant Number	Project Title	Amount
Not Indicated	10VAWA-62	County Office of V/W Advocacy – DV Advocate	\$21,391
Not Indicated	11VAWA-78	County Office of V/W Advocacy – DV Advocate	\$25,401
Not Indicated	12VAWA-58	County Office of V/W Advocacy – DV Advocate	\$24,245
Not Indicated	V-08-12	County Office of V/W Advocacy	\$176,091
4/8/13	V-08-11	County Office of V/W Advocacy	\$169,648
3/1/12	V-08-10	County Office of V/W Advocacy	\$139,806
Not Indicated	V-08-12	County Office of V/W Advocacy	\$176,091

[VAWA 07/2013]

**STATE OF NEW JERSEY**  
**VICTIMS OF CRIME ACT (VOCA)**  
**GRANT PROGRAM**



**PART II**  
**CONTINUATION APPLICATION**  
**DOCUMENTS TO BE**  
**COMPLETED, SIGNED AND RETURNED**

October 2013



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

VICTIMS OF CRIME ACT (VOCA)

PART II

APPLICATION DOCUMENTS TO BE COMPLETED, SIGNED AND RETURNED

- Application Authorization
  - Certification of Equal Employment Opportunity Plan (EEOP) Form
  - General Conditions and Assurances
  - Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements
  - Resolution of Participation and Certification of Recording Officer (not applicable to State Agencies)
  - Federal Financial Accountability and Transparency Act Information Form
  - Audit Requirements Form and
  - Accounting System and Financial Capability Questionnaire.
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**STATE OF NEW JERSEY**  
**DEPARTMENT OF LAW AND PUBLIC SAFETY**  
**DIVISION OF CRIMINAL JUSTICE**

**APPLICATION AUTHORIZATION**

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

Victims of Crime Act (VOCA) Victim Assistance Grant Program

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for a federal subgrant in the approximate amount of \$ 194,737, with the Subgrantee providing a match of \$ 48,684 (if applicable), for an approximate total project cost of \$ 243,421.

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

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

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

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

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

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

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

County of Gloucester

V-08-13

Grant #

Subgrantee

Freeholder Director

Signature of Authorized Official

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

Robert M. Dammingier

Printed Name of Authorized Official



Signature of Project Director

Sean F. Dalton

Printed Name of Project Director

Date



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

FEDERAL GRANT PROGRAM

GENERAL CONDITIONS AND ASSURANCES

Federal Assurances

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

6. The Subgrantee agrees to comply with provisions of the Hatch Act, the federal law which limits certain political activities of employees of a state or local unit of government whose principal employment is in connection with an activity financed in whole or in part by federal grants. 5 U.S.C. §1501-08 and §7324-26.
7. The Subgrantee understands and agrees that, in compliance with the Anti-Lobbying Act, 18 U.S.C. §1913, and with the Limitations, Exceptions and Penalties on the Use of Appropriated Funds law, 31 U.S.C. §1352, it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs (OJP).
8. The Subgrantee understands and agrees to comply with the federal Executive Order No. 12549 on Debarment and Suspension, 2 C.F.R. Part 2867 and 2 C.F.R. Part 180, and state Executive Order No. 34 (Byrne, March 17, 1976), and State Circular regarding Debarments, Suspensions & Disqualifications, OMB 93-13-GSA. Subgrantee and its subcontractors will not conduct business with ineligible firms or individuals who are considered debarred, suspended or disqualified.
9. The Subgrantee agrees to comply with the minimum wage and maximum hours provision of the Federal Fair Labor Standards Act, 29 U.S.C. § 201 et seq., and the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.
10. The Subgrantee will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
11. The Subgrantee agrees to give the United States General Accounting Office, DOJ, and its agencies, Office of the Chief Financial Officer, L&PS, and DCJ through any authorized representative, access to and the right to examine all paper and electronic records, books, papers, and documents related to the grant including pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit the Subgrantee's operations. L&PS reserves the right to have access to all work papers produced in connection with audits made by the Subgrantee or independent certified public accountants, registered municipal accountants, or licensed public accountants hired by the Subgrantee to perform such audits.
12. The Subgrantee will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 U.S.C. §4321, and Executive Order No. (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. §1451 et

seq. and the Coastal Barrier Resources Act, 16 U.S.C. §3501 et seq., which limits federal expenditures affecting the Coastal Barrier Resources System; (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. §7401 et seq.; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 U.S.C. §300f et seq., as amended; and, (h) protection of endangered species under the Endangered Species Act of 1973, 16 U.S.C. §1531, as amended.

13. The Subgrantee agrees to comply, if applicable, with the flood insurance purchase requirements of Section 102 (1) of the Flood Disaster Protection Act of 1973, Pub. L. 93-234, 87 Stat. 975, approved December 31, 1976, §102 (a), 42 U.S.C. §4001 et seq., which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
14. The Subgrantee agrees to assist DOJ, and its agencies in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. §470; Executive Order No. 11593, the Archeological and Historical Preservation Act of 1974, 16 U.S.C. §469a-1 et seq.; and the National Environmental Policy Act of 1969, 42 U.S.C. §4321, by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying DOJ, OJP, and BJA of the existence of any such properties, and by (b) complying with all requirements established by DOJ, OJP, and BJA to avoid or mitigate adverse effects upon such properties.
15. The Subgrantee agrees to comply and assure the compliance of its contractors, with all lawful requirements imposed by DOJ, including any applicable regulations such as Title 28, Judicial Administration, Chapter I, Department of Justice: Part 18, Office of Justice Programs Hearing and Appeal Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-discrimination; Equal Employment Opportunity; Policies and Procedures; Part 46, Protection of Human Subjects and all Office of Justice Program Policies and procedures regarding the protection of Human Research Subjects, including obtaining of Institutional Review Board approval, if appropriate, and subject informed consent; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and federal laws and regulations applicable to Federal Assistance Programs; Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; and Part 70, Uniform Administrative Requirements for Grants and Agreements (including Subawards) with Institutions of Higher Education, Hospitals and Other Non-profit Organizations.

16. The Subgrantee understands that DOJ and its agencies reserve the right to unilaterally terminate this award, without penalty for a violation of the Trafficking Victims Protection Act 2000, 22 U.S.C. §7104(g), as amended. The Award Terms in 2 C.F.R. §175.15(b) are incorporated herein. Federal funding recipients or their employees may not engage in trafficking in persons, procure a commercial sex act or used forced labor in the performance of this award.
17. The Subgrantee agrees to comply and assure the compliance of its contractors, with any applicable statutorily imposed non-discrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789d(c); the Victims of Crime Act, 42 U.S.C. §10604(e); the Juvenile Justice and Delinquency Prevention Act of 2002, 42 U.S.C. §5672; the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000d et seq.; the Rehabilitation Act of 1973, as amended; 29 U.S.C. §794, the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §12131-34; the Education Amendments of 1972, 20 U.S.C. §1681 et seq.; the Age Discrimination Act of 1975, 42 U.S.C. §6101-07; the Drug Abuse Prevention, Treatment, and Rehabilitation Act, 21 U.S.C. §1101 et seq.; as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 U.S.C. §12114 et seq. as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; the Public Health Service Act, 42 U.S.C. §290dd-2, as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968, 42 U.S.C. §3601 et seq., as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, the requirements of any other nondiscrimination statute(s) which may apply to the application, and the Department of Justice Non-discrimination Regulations, 28 C.F.R. Part 42, Subparts, C, D, E, and G; the Department of Justice regulations on disability discrimination, 28 C.F.R. Part 35, Part 36, Part 39; and the Department of Justice, Policy Guidance Document, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," 67 F.R. 41455 (June 18, 2002); see Ex. Order 13279 (equal protection of the laws for faith-based and community organization).
18. In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by the laws referenced in paragraph 17.
19. The Subgrantee assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, it will forward a copy of the finding to OJP's Office for Civil Rights and DCJ.
20. The Subgrantee agrees that if required to formulate an Equal Employment Opportunity Program (EEO) in accordance with 28 C.F.R. §42.301 et seq., it will maintain a current one

on file, and where the proposed subgrant is for \$500,000 or more (or receives an aggregate of \$1,000,000 in federal grant funds in an 18-month period), the Subgrantee will provide a copy of the EEOP to OJP's Office for Civil Rights.

21. The Subgrantee acknowledges that failure to submit an acceptable EEOP (if required to submit pursuant to 28 C.F.R. §42.302), that is approved by OJP's Office for Civil Rights is a violation of its General Conditions and may result in suspension or termination of funding, until such time as the Subgrantee is in compliance.
22. The Subgrantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice (DOJ) grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Subgrantees of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the DOJ funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faithbased organizations may, in some circumstances, consider religion as a basis for employment. See [http://www.ojp.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.gov/about/ocr/equal_fbo.htm).
23. The Subgrantee certifies that Limited English Proficiency (LEP) persons have meaningful access to the services under this program. National origin discrimination includes discrimination on the basis of limited English proficiency. To ensure compliance with Title VI and the Safe Streets Act, Subgrantees are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for Subgrantees to help comply with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).
24. The Subgrantee agrees to comply with all reporting, data collection, and evaluation requirements, as prescribed by the DOJ, BJA and its agencies as required by L&PS and DCJ.
25. The Subgrantee agrees that DOJ, and its agencies, L&PS, and DCJ reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: the copyright in any work developed from activities supported by this grant, and any rights of copyright to which a Subgrantee purchases ownership with support. The Subgrantee agrees that L&PS reserves the right to require the Subgrantee not to publish any work, which right shall not be exercised unreasonably. The Subgrantee assures that any

publication by the Subgrantee shall include, on the title page, a standard disclaimer of responsibility by L&PS for any opinions or conclusions contained therein.

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

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

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

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

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

38. The Subgrantee agrees that all equipment purchased under the subgrant will be tagged and properly inventoried to reflect use of federal funds. The Subgrantee agrees to maintain an inventory list consistent with federal requirements for all equipment purchased or leased with grant funds and listing the date of delivery.
39. Subgrantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The details of subgrantee recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm>. A Subgrantee may not receive a subaward unless it has provided a DUNS number.
40. Subgrantee agrees that it cannot use federal funds in any contract or subcontract to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without express prior written approval of OJP.
41. Subgrantee agrees that it cannot allocate any funds to purchase vehicles.

#### State Conditions

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

funding shall not be anticipated from L&PS beyond the duration of the award period set forth in the grant agreement and in no event shall the agreement be construed as a commitment by L&PS to expend funds beyond the termination date set in the grant agreement.

45. The Subgrantee agrees that all income earned by the Subgrantee from grant-supported activities is deemed program income. The Subgrantee agrees to add program income to funds committed to the program to further eligible program objectives. The Subgrantee agrees to comply with the OJP's Financial Guide, Program Income, and as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R. Part 70 and federal OMB Circular A-110 (2 C.F.R. Part 215), on the use, disposition, accounting and reporting for program income. (The use of program income must be shown on the detailed cost statements). State Circular Standard Grant Agreement Form, 07-05-OMB, defines program income to include any interest earned of \$250 or more in a fiscal year on advances of grant funds.
46. If applicable, the Subgrantee agrees that it will deposit advances of state grants in interest bearing accounts.
47. The Subgrantee agrees to enter, maintain and record all grant funds received by the State for this program in accounting records separate from all other fund accounts, including funds derived from other grant awards. Disbursed grant funds shall be available for expenditure by the Subgrantee in accordance with the provisions of the subgrant throughout the project period subject to such conditions as DCJ may prescribe.
48. The Subgrantee agrees to maintain an adequate financial management system in accordance with generally accepted principles of accounting. The Subgrantee shall maintain accurate and current financial reports, accounting records, internal controls, budget controls, and cash management procedures for receiving, holding, and expending grant funds. The Subgrantee shall maintain accurate and complete disclosure of financial results of each subgrant in the Detailed Cost Statements (DCS), have procedures to determine allowable costs, and provide source documentation for financial records.
49. As required under the federal Single Audit Act of 1984, Pub. L. 98-502, as amended, the Subgrantee agrees to comply with the organizational audit requirements of Federal OMB Circular, A-133, Audits of States, Local Governments and Non-Profit Organizations, as further described in OJP Financial Guide, Audit Requirements, Government Accountability Office's Government Auditing Standards (Yellow Book), and State Circular, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments, 04-04-OMB. The Subgrantee agrees to submit to DCJ any copies of any exceptions and/or findings regarding this project as a result of a single audit. The Subgrantee immediately will report to DCJ any changes in its fiscal year.
50. The Subgrantee agrees that grant funds will be used only for allowable costs as determined according to applicable federal cost principles specific to the Subgrantee (e.g. Federal OMB

Circular A-21 (2 C.F.R. Part 220), A-87 (2 C.F.R. Part 225), A-102, A-110 (2 C.F.R. Part 215), A-122 (2 C.F.R. Part 230), A-133, etc.), according to OJP Financial Guide, Allowable Costs, and State Circular Standard Grant Agreement Form, X. Allowable Costs, 07-05-OMB.

51. The Subgrantee agrees that property furnished by L&PS or acquired in whole or in part with federal or L&PS funds or whose cost was charged to a project supported by federal or L&PS funds shall be utilized and disposed of in a manner generally consistent with state and federal requirements.
52. The Subgrantee agrees that procurement of supplies, equipment, and other services with funds provided by this grant shall be accomplished in a manner generally consistent with federal and state requirements. Adherence to the standards contained in the applicable federal and state laws and regulations does not relieve the Subgrantee of the contractual responsibilities arising under its procurement. The Subgrantee is the responsible authority, without recourse to L&PS, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.
53. The Subgrantee agrees that it will maintain data and information and submit timely reports, including programmatic progress and financial reports, as L&PS may require. If reports are not submitted as required, the L&PS may, at its discretion, suspend payments on this subgrant. The State of New Jersey may, at its discretion, take such action to withhold payments to the Subgrantee on this or any grant with other state agencies until the required reports have been submitted.
54. Unless otherwise directed by DCJ, state or federal statute, all grant records shall be retained for a period of seven years. This period is extended until otherwise directed if there is any litigation, claim, negotiation, action, or audit in progress and/or audit finding involving grant records started before the end of the seven year period.
55. The Subgrantee agrees to report any Budget Revisions or Grant Extensions as follows:
  - a. Deviations in excess of \$100 from the approved budget or extensions in the grant period require prior approval via Division of Criminal Justice (DCJ) Grant Adjustment Request Form. Subgrantee should be aware that approved budget revisions may result in the imposition of additional special conditions.
  - b. L&PS may request changes in the scope of services of the Subgrantee to be performed hereunder. Such changes, which are mutually agreed upon by and between L&PS and the Subgrantee must be incorporated in written amendments to this grant.
  - c. If the Subgrantee is making program expenditures or providing grant services at a rate which, in the judgment of L&PS, will result in substantial failure to expend the grant amount or provide grant services, L&PS may so notify the Subgrantee. If, after consultation, the Subgrantee is unable to develop to the satisfaction of L&PS a plan to rectify its low level of program expenditures or grant services, L&PS may upon

thirty (30) days notice to the Subgrantee, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Subgrantee's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by L&PS subsequent to the awarding of the grant and the funds have already been received by the Subgrantee, the reduced amount will be remitted to L&PS.

- d. If the revision requested will result in a change to the Subgrantee's approved project which requires federal prior approval, L&PS will obtain the federal agency's approval before approving the Subgrantee's request.
56. If the Subgrantee materially fails to comply with the terms of an award, whether stated in a state or federal statute or regulation, an assurance, general condition, special condition, in a state plan or application, a notice of award, or elsewhere, the Subgrantee agrees that L&PS may take one or more of the following actions, as appropriate in the circumstances:
- a. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or take more severe enforcement action.
  - b. Disallow all or part of the cost of the activity or action not in compliance.
  - c. Wholly or partly suspend or terminate the current award for the Subgrantee's program.
  - d. Withhold further awards for the program.
  - e. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
  - f. Take other remedies that may be legally available.
57. When the Subgrantee has failed to comply with grant award requirements, stipulations, standards, or conditions, the Subgrantee agrees that L&PS may suspend the grant and withhold further payments; prohibit the Subgrantee from incurring additional obligations of grant funds pending corrective action by the Subgrantee; or decide to terminate the grant in accordance with the below paragraph. L&PS shall allow all necessary and proper costs, which the Subgrantee could not reasonably avoid during the period of suspension, provided they meet federal and state requirements.
58. The Subgrantee agrees that L&PS may terminate the grant in whole or in part whenever it is determined that the Subgrantee has failed to comply with the conditions of the grant. L&PS shall notify the Subgrantee in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Subgrantee or recoveries by L&PS under the grant terminated for cause shall be in accord with the legal right and liability of the parties.
59. L&PS and the Subgrantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination

conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Subgrantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.

60. L&PS may terminate this grant for convenience, upon 60 days written advance notice to the Subgrantee, for any reason whatsoever, including lack of funding available to the L&PS. Upon receipt of a notice of termination for convenience, the Subgrantee shall cease incurring additional obligations of subgrant funds. However, the L&PS shall allow the Subgrantee to incur all necessary and proper costs which the Subgrantee cannot reasonably avoid during the termination process, as long as these costs comply with all program requirements.
61. The Subgrantee agrees that under certain instances it may be considered "High Risk":
  - a. If L&PS determines that a Subgrantee:
    - i. Has a history of unsatisfactory performance.
    - ii. Is not financially stable.
    - iii. Has a financial management system which does not appear adequate according to the General Conditions, or meet the standards expressed according to the current State Circular Standard Grant Agreement Form, VIII Financial Management System, 07-05-OMB.
    - iv. Has not conformed to terms and conditions of previous awards.
    - v. Is otherwise not responsible; and L&PS determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.
  - b. If a Subgrantee is considered "High Risk," then L&PS may impose additional Special Conditions or restrictions on the Subgrantee at any time including:
    - i. Payment on a reimbursement basis.
    - ii. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
    - iii. Requiring additional, more detailed financial reports.
    - iv. Additional project monitoring.
    - v. Requiring the Grantee to obtain technical or management assistance.
    - vi. Establishing additional prior approvals.
  - c. If L&PS decides to impose such special conditions, L&PS will notify the Subgrantee as soon as possible, in writing, of:
    - i. The nature of the special conditions/restrictions.
    - ii. The reason(s) for imposing the special conditions.
    - iii. The corrective actions that must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions.
    - iv. The method of requesting reconsideration of the conditions/restrictions imposed.

62. The Subgrantee understands and agrees that, in compliance with the Corruption of Public Resources Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse state grant funds for an unauthorized purpose, and violations under this act could result in a prison term of up to 20 years, and, under N.J.S.A. 2C:30-8, subject to a fine of up to \$500,000.
63. The Subgrantee agrees that all equipment purchased or leased with grant funds will be acquired by following standard county and local bidding/procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable.
64. The Subgrantee agrees that all consumable supplies purchased or leased with grant funds will be acquired by following standard county and local bidding/procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable. The Subgrantee agrees to maintain an inventory list on all consumable supplies purchased with grant funds in the official grant file.
65. The Subgrantee agrees to comply with the current State Circular on Entertainment, Meals, and Refreshments, 11-09-OMB and the OJP Financial Guide, Food and Beverage, when using subgrant funds to purchase food, beverages and refreshments for project activities.
66. Subgrantee certifies that all services purchased with grant funds must be acquired by following standard county and local bidding/procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable.
67. Subgrantee agrees to submit a written request to DCJ and receive written approval before expending any grant funds allocated for training and/or travel (other than that which had been specifically listed, described and cost figures provided for in the approved grant application). A Subgrantee's use of any grant funds for allowable travel is restricted by the current State Travel regulations, State Circular 12-14-OMB. Exceptions to this policy may be considered on a case by case basis when justified by extenuating circumstances. A Subgrantee seeking an exception to these travel regulations must seek prior preapproval for the travel exception by submitting a written request to the awarding agency 60 days prior to commencement of travel.
68. The Subgrantee shall include in its official grant file copies of any contract with subcontractors/vendors regarding this grant program and copies of its monthly timekeeping system records. DCJ reserves the right to give final written approval of subcontract/vendor budgets reimbursed with subgrant funds. The Subgrantee agrees to include in any contract with a subcontractor/vendor and make binding on both the Subgrantee and any of its subcontractors/vendors the following conditions:
  - a. A timekeeping system requirement as specified above.

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

**CERTIFICATION**

I certify that the programs proposed in this application meet all the requirements of the State of New Jersey Grant Program, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the provisions of the federal grant program and all other applicable federal and state laws, regulations, and guidelines.

County of Gloucester

Grant # V-08-13

**Subgrantee**

Freeholder Director

**Signature of Authorized Official**

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

Robert M. Damminger

**Printed Name of Authorized Official**

**Date**

U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

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

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

**1. LOBBYING**

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

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)**

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

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

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

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

---

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

1. Grantee Name and Address:

County of Gloucester

---

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

2. Application Number and/or Project Name:

V-08-13 / Victims of Crime Act (VOCA) Victim Assistance Grant Program

3. Grantee IRS/Vendor Number 216000660

4. Type/Print Name and Title of Authorized Representative

Robert M. Damminger / Freeholder Director

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5. Signature

6. Date

OJP FORM 4061/6 (3-91) REPLACES OJP FORMS 4061/2, 4061/3 AND 4061/4 WHICH ARE OBSOLETE.  
OFFICE OF JUSTICE PROGRAMS BJA NIJ OJJDP BJS OVC

63  
**RESOLUTION AUTHORIZING RENEWAL OF THE STOP VIOLENCE AGAINST  
WOMEN ACT (VAWA) GRANT THROUGH THE NJ DIVISION OF CRIMINAL JUSTICE  
IN THE AMOUNT OF \$22,890.00, WITH MATCHING FUNDS IN THE AMOUNT OF \$7,630.00,  
FOR A TOTAL AMOUNT OF \$30,520.00 FROM JULY 1, 2014 TO JUNE 30, 2015**

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

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

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

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

**WHEREAS**, the total amount of the grant funds to be requested is \$22,890.00, with an in-kind match of \$7,360.00 (funds from the Prosecutor's budget), for a total amount of \$30,520.00 for the period July 1, 2014 to June 30, 2015.

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

1. The Director of the Board is hereby authorized to execute any and all documents relative to the filing of the grant application with the New Jersey Department of Law and Public Safety, Division of Criminal Justice, Office of Victim-Witness Advocacy, requesting the above grant funds to be used for the Specialized Domestic Violence Unit under the (STOP) Violence Against Women Act Grant Program.
2. The Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any necessary additional assurances as may be required.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 17, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**



County of Gloucester

***RESOLUTION AUTHORIZING RENEWAL OF THE STOP VIOLENCE AGAINST WOMEN ACT (VAWA) GRANT THROUGH THE NJ DIVISION OF CRIMINAL JUSTICE IN THE AMOUNT OF \$22,890.00, WITH MATCHING FUNDS IN THE AMOUNT OF \$7,630.00, FOR A TOTAL AMOUNT OF \$30,520.00 FROM JULY 1, 2014 TO JUNE 30, 2015***

**CERTIFICATION**

I, **ROBERT N. DILELLA**, Clerk of the Board of Chosen Freeholders of the County of Gloucester do hereby certify that: (1) this is a true copy of the above-titled Resolution finally adopted at a meeting of the Board of Chosen Freeholders held on the 17<sup>th</sup> day of **December**, 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

63

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: 12/1/14

1. TYPE OF GRANT  
       NEW GRANT  
  X   RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER 14-260

2. GRANT TITLE: STOP Violence Against Women (VAWA) Grant Program

3.  
4. GRANT TERM: FROM: 7/1/14 TO: 6/30/15 1

5.  
6. COUNTY DEPARTMENT: Prosecutor's Office

7. DEPT. CONTACT PERSON & PHONE NUMBER: Audrey Curwin / 384-5587

8. NAME OF FUNDING AGENCY: State Office of Victim-Witness Advocacy

9. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): This funding will help partially fund the salary of the Victim Advocate currently assigned to the Specialized Domestic Violence Unit. The Advocate provides services to victim of domestic violence for cases prosecuted in municipal court.

10. 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
Rosemarie Seider	\$22,890		

TOTAL SALARY CHARGED TO GRANT: \$ 22,890

11. INDIRECT COST (IC) RATE: \_\_\_\_\_ %

12. IC CHARGED TO GRANT \$ \_\_\_\_\_

13. FRINGE BENEFIT RATE CHARGED TO GRANT: \_\_\_\_\_ %

14. DATE APPLICATION DUE TO GRANTOR 12/2/14



**BUDGET AMENDMENT FORM**

INCLUDE GRANT AGREEMENT AND/OR COMMITMENT LETTER, ATTACH (AMENDED) BUDGET PAGE WITH COUNTY BUDGET EXPENEDITURE EXPLANATIONS (C-2 FORM) AND CODE NUMBER (PER BUDGET MANUAL).

DATE: 12/1/14

1. GRANT TITLE: STOP Violence Against Women (VAWA) Grant Program

2. DEPARTMENT: Prosecutor's Office

3. GRANT ID NUMBER: STATE: 13VAWA-38

FEDERAL: \_\_\_\_\_

4. FUNDING AGENCY CONTACT PERSON: Jessica Guglich

5. FUNDING AGENCY PHONE NUMBER: 609-292-8249

6. GRANT AMOUNT: \$22,890

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

B. IN-KIND MATCH: \$7,630

C. MODIFICATION AMOUNT: \_\_\_\_\_

D. NEW TOTAL: \_\_\_\_\_

8. CONTRACT PERIOD: FROM: 7/1/14 TO: 6/30/15

9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE: \_\_\_\_\_

REIMBURSEMENT: MONTHLY: \_\_\_\_\_

QUARTERLY: X

END OF CONTRACT: \_\_\_\_\_

OTHER (EXPLAIN) \_\_\_\_\_

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

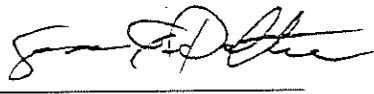
LIST DATES REPORTS ARE DUE: 10/15, 1/15, 4/15, 7/15

11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES \_\_\_\_\_ NO X  
(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 X  
EXPLAIN: This is non-competitive funding which is being provided by the State Office of Victim Witness Advocacy. We anticipate receiving funding for this project for at least one additional year after this application. This is based on the current award letter that indicates that there is a three year VAWA Implementation Plan.

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: Funds under the STOP Violence Against Women Grant Program will partially fund the salary of Victim Advocate Rosemarie Seider who provides services to victims of domestic violence where the charges are handled in municipal court. Rosemarie attends municipal court proceedings to assist the Assistant Prosecutor with the handling of these cases. Services are defined as those efforts that respond to the emotional and physical needs of crime victims; assist victims to understand and participate in the criminal justice system; and provide victims with outreach information to additional resources that may be needed.

14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL? YES \_\_\_\_\_ NO X

DEPARTMENT HEAD:   
Signature

DATE: 12/3/14

.....  
Departmental Use Only

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

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

VIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

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

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



CHRIS CHRISTIE  
Governor

KIM GUADAGNO  
Lieutenant Governor

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

JOHN J. HOFFMAN  
Acting Attorney General

ELIE HONIG  
Director

October 23, 2014

Honorable Sean F. Dalton  
Gloucester County Prosecutor's Office  
Criminal Justice Complex  
70 Hunter Street  
P.O. Box 623  
Woodbury, NJ 08096-4606

Re: **STOP Violence Against Women Act (VAWA) Formula Grant**  
**Project Title: County Office of Victim Witness Advocacy - DV Advocate**  
**Subgrant Number: 13VAWA-38**

Dear Prosecutor Dalton:

The Division of Criminal Justice is accepting grant applications for the STOP Violence Against Women Act Grant Program (VAWA). The State's three year VAWA Implementation Plan, approved by the Federal Office on Violence Against Women, included funding for the County Office of Victim Witness Advocacy - Domestic Violence Advocate project.

The federal subgrant award will be in the amount of \$22,890. Matching funds in the amount of \$7,630 is required. The match may be cash or in-kind services. Your subgrant is scheduled to run from 07/01/14 - 06/30/15. This grant represents the second year of noncompetitive funding allocated as part of the three year NJ VAWA Implementation Plan approved in 2014.

The receipt of grant funds may be contingent upon the timely filing of your grant application and financial reports. Additionally, your application cannot be finalized until all required reports are received and the file of your current grant is officially closed. Approval for expenditures for the grant cannot be authorized until a fully executed subgrant award/contract is completed.

A VAWA application package has been e-mailed to Audrey Curwin, Victim Witness Coordinator. Please ensure all items on the application checklist are completed prior to submitting your application. The completed application, including the required grant certifications, should be submitted to the State Office of Victim Witness Advocacy by December 2, 2014.

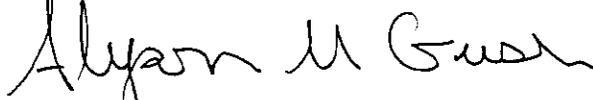


*New Jersey Is An Equal Opportunity Employer · Printed on Recycled Paper and is Recyclable*



For further assistance in preparing your application or if you have any questions, please contact Jessica Guglich at (609) 292-8249 or [guglichj@njdcj.org](mailto:guglichj@njdcj.org).

Very truly yours,

A handwritten signature in black ink that reads "Alyson M Gush". The signature is fluid and cursive, with the first name being the most prominent.

Alyson M. Gush, Chief  
State Office of Victim Witness Advocacy

c: Audrey Curwin, Victim Witness Coordinator  
Gary Schwartz, Treasurer  
Billie-Jo Scott, Office Manager  
Jessica Guglich, DCJ Program Analyst  
Marilyn Easley, SOVWA

**Budget Narrative**  
**STOP Violence Against Women Grant Program**  
**13VAWA-38**

10101	Salaries & Wages / Regular Pay	\$22,890
	<b>Total</b>	<b>\$22,890</b>

**Line Item Narrative**  
**County Office of Victim Witness Advocacy – DV Advocate**  
**STOP Violence Against Women Grant Program**  
**13VAWA-38**

**Salaries & Wages**

**10101 S& W Regular Pay**

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

- notification of status of charges
  - victim services available
  - accompaniment to court proceedings
  - notification to victims when offenders are released from jail
  - arrange transportation to court proceedings where necessary
-

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

**PART I**

**APPLICATION DOCUMENTS  
TO BE COMPLETED AND RETURNED**

**APPLICATION OVERVIEW**

Name of Applicant: County of Gloucester

Title of Project: County Office of Victim Witness Advocacy - DV Advocate

Amount Applied for: \$ 22,890 Federal                      \$ 7,630 Match                      \$ 30,520 Total

Type of Agency:      State      County      Municipality      Nonprofit

What County is your agency located in: Gloucester

Type of Project:      New                       Continuing

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

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

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

Other \_\_\_\_\_

[VAWA CONTINUATION APP 05/2014]

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

SUBGRANTEE CHECK LIST

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

**PART I: Documents to be Completed and Returned**

- Application Overview
- Subgrantee Check List
- Agency Information Form
- Proposal Format
  - Project Narrative
  - Work Plan (Action Strategy)
- Project Management and Staff (Provided by Applicant)
  - Job Descriptions (for each position listed in budget)
  - Current Resumes (reflecting staff currently works at agency, for each position listed in budget)
  - Data Collection/Performance Measures/Evaluation (Provided by Applicant)
- Budget Detail Form
- Budget Narrative describing each category of the budget listed on Budget Detail Form (Provided by Applicant)
- Single Audit, if required. (See Audit Requirements form)

**Additional forms provided by nonprofit applicants:**

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

[VAWA CONTINUATION APP 05/2014]

**SUBGRANTEE CHECK LIST (Continued)**

**Part II: Documents to be Signed and Returned**

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

**NOTE: ONLY COMPLETE APPLICATIONS CAN BE PROCESSED.  
ABOVE ITEMS MUST BE SUBMITTED WITH THE APPLICATION.  
DO NOT STAPLE APPLICATIONS.**

[VAWA CONTINUATION APP 05/2014]

**State of New Jersey  
STOP Violence Against Women Act (VAWA) Grant Program**

**Agency Information Form**

Official Name of Applicant Agency: County of Gloucester			
Address: 2 South Broad Street, P.O. Box 337			
City/State: Woodbury, NJ		Zip Code + 4: 08096-4604	County: Gloucester
Implementing Agency (if different than applicant): Gloucester County Prosecutor's Office			
Agency Website: <a href="http://www.gloucestercountynj.gov/depts/p/prosoffice/default.asp">http://www.gloucestercountynj.gov/depts/p/prosoffice/default.asp</a>		Fiscal Year Start Date: 1/1/14	Federal ID Number: 216000660
Charitable Registration Number (if nonprofit & not exempt):			
Have there been any findings filed against the agency in regard to its charitable status? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No      If yes, please explain on a separate sheet.		New Jersey Business Registration Certificate:	
Name and Title of Chief Executive/Agency Director: Robert M. Damminger, Freeholder Director			
Street Address, City, State, Zip Code + 4 (if different from above):			
Telephone: 856-384-3395	Ext.	Email: <a href="mailto:rdamminger@co.gloucester.nj.us">rdamminger@co.gloucester.nj.us</a>	Fax: 856-853-3494
Name and Title of Project Director: Sean F. Dalton, County Prosecutor			
Street Address, City, State, Zip Code + 4 (if different from above): 70 Hunter Street, P.O. Box 623 Woodbury, NJ 08096-4606			
Telephone: 856-384-5534	Ext.	Email: <a href="mailto:sdalton@co.gloucester.nj.us">sdalton@co.gloucester.nj.us</a>	Fax: 856-384-8624
Name and Title of Contact Person: Audrey Curwin, Victim Witness Coordinator			
Street Address, City, State, Zip Code + 4 (if different from above): 70 Hunter Street, P.O. Box 623 Woodbury, NJ 08096-4604			
Telephone: 856-384-5587	Ext.	Email: <a href="mailto:acurwin@co.gloucester.nj.us">acurwin@co.gloucester.nj.us</a>	Fax: 856-384-8624
Name and Title of Chief Financial Officer: Gary Schwarz, County Treasurer			
Street Address, City, State, Zip Code + 4 (if different from above):			
Telephone: 856-853-3353	Ext.	Email: <a href="mailto:gschwarz@co.gloucester.nj.us">gschwarz@co.gloucester.nj.us</a>	Fax: 856-254-6778
Name and Title of Fiscal Contact Person: Billie-Jo Scott, Office Manager			
Street Address, City, State, Zip Code + 4 (if different from above): 70 Hunter Street, P.O. Box 623 Woodbury, NJ 08096-4604			
Telephone: 856-384-5532	Ext.	Email: <a href="mailto:bjscott@co.gloucester.nj.us">bjscott@co.gloucester.nj.us</a>	Fax: 856-384-8624

[VAWA CONTINUATION APP 05/2014]

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

**AGENCY INFORMATION FORM**

**Name of Agency/Applicant:** County of Gloucester

**Project Title:** County Office of Victim Witness Advocacy - DV Advocate

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

**Core Services**

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

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

- |                                     |                              |                                     |                   |
|-------------------------------------|------------------------------|-------------------------------------|-------------------|
| <input checked="" type="checkbox"/> | DWI                          | <input checked="" type="checkbox"/> | Homicide          |
| <input checked="" type="checkbox"/> | Neglected or abused children | <input checked="" type="checkbox"/> | Sexual Assault    |
| <input checked="" type="checkbox"/> | Domestic violence            | <input type="checkbox"/>            | Human Trafficking |

**STOP VIOLENCE AGAINST WOMEN GRANT PROGRAM  
13VAWA-38**

**PROJECT NARRATIVE**

The funding for the Victim Advocate position assigned to the Specialized Domestic Violence unit will provide assistance to victims of domestic violence wherein the charges are heard at the municipal court level. This position provides notification of the proceedings to victim and witnesses associated with cases, an explanation of the judicial system to victims so they are aware and understand what is happening and what additional resources are available to them so that they are less likely to be victims of domestic violence in the future. An assistant prosecutor whose salary is currently funded by the County is assigned to prosecute domestic violence cases in approximately 9 out of 22 of the municipal courts.

**AGENCY BACKGROUND, MISSION, EXPERIENCE AND CAPABILITY**

Gloucester County is a community of approximately 289,586 persons. The year 2012 domestic violence offense report of the Uniform Crime Reporting Unit of the State Police reports 1,043 arrests for offenses included within the Prevention of Domestic Violence Act ranging from homicide to harassment. This is an increase of 92 arrests from the year 2011. In 2012, there were a total of 141 arrests involving domestic violence restraining orders in Gloucester County, a decrease of 11 from 2011.

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

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

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

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

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

#### **PROBLEM STATEMENT/NEEDS ASSESSMENT**

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

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

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

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

Through the Specialized Domestic Violence Unit we currently provide Victim Advocate Services at the Municipal Court Hearings for 9 out of 22 of our municipalities and services at our office and via telephone for all of the municipalities.

## GOALS, OBJECTIVES & METHODS

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

- Notify victims of all hearings and what steps will be/have been taken in court
  - Advise victims of their right to submit a written statement regarding the impact of the crime
  - Notify victims when offenders are released from jail
  - Arrange for transportation to court proceedings where necessary
  - Provide victims with informational literature, crisis counseling, information on obtaining emergency shelter, municipal welfare, school assistance, etc.
  - Handle telephone calls and walk-in victims with case information or any other questions or concerns they may have.
-

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

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

Objective	Activity	Projected Start-up & Completion Dates (Do not use on-going)	Person Responsible
Unit Administration	To represent Victim/Witness and Prosecutor's Office to Community	7/1/14-6/30/15	Audrey M. Curwin, Chief of Trial/Victim/Witness Coordinator
Unit Administration	Supervision of Sexual Assault and Domestic Violence Unit	7/1/14-6/30/15	Audrey M. Curwin, Chief of Trial
Prosecution	Prosecution of Domestic Violence cases in 10 municipal courts	7/1/14-6/30/15	Vanessa Craveiro, Assistant Prosecutor
Clerical Support	Mail out initial contact letter, victim impact letter and domestic violence brochure	7/1/14-6/30/15	Sandra Schmid/Sr. Clerk Typist
Notification of Jail release	Notify victims when defendant are released from jail	7/1/14-6/30/15	Rosemarie Seider-Paquin
Transportation	Arrange for transportation for victims to appear at municipal court hearings when needed	7/1/14-6/30/15	Rosemarie Seider-Paquin
Direct service to victims of domestic violence at municipal court proceedings	Appearance at municipal court to meet directly with victims to advise them of their rights, explain court proceedings and answer any questions they may have regarding crisis counseling, emergency shelter and other assistance available.	7/1/14-6/30/15	Rosemarie Seider-Paquin
Prosecution Liaison	Provides information obtained from victim to the assistant prosecutor to obtain the best resolution to the proceedings	7/1/14-6/30/15	Rosemarie Seider-Paquin
Follow up information	Handles follow up phone calls or walk in assistance to victims with additional questions	7/1/14-6/30/15	Rosemarie Seider-Paquin

## PARTNERSHIP COLLABORATION/COORDINATION OF SERVICES

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

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

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

## PROJECT MANAGEMENT AND STAFF

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

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

**Victim/Witness Coordinator:** Audrey M. Curwin, Chief of Trial Section. Ms. Curwin supervises the Victim/Witness staff.

**Supervisory, Sex Assault and Domestic Violence Unit:** Chief of Trial Assistant Prosecutor Audrey Curwin. Ms. Curwin is responsible for the day to day supervision of the Domestic Violence Unit along with her day to day supervision duties.

**Assistant Prosecutor Vanessa Craviero:** member of the New Jersey Bar, Responsible for disorderly persons domestic violence prosecutions.

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



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

## Job Specification

### ADVOCATE, VICTIM-WITNESS PROGRAM

#### DEFINITION

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

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

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

#### 09006 - Bilingual in Spanish and English

##### SPECIAL SKILL

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

#### EXAMPLES OF WORK:

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

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

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

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

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

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

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

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

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

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

Participates in the preparation of informational brochures.

Prepares reports.

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

**REQUIREMENTS:**

**EDUCATION:**

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

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

**EXPERIENCE:**

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

**LICENSE:**

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

**KNOWLEDGE AND ABILITIES:**

Knowledge of the methods used to conduct interviews.

Knowledge of the methods used to gather and analyze information.

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

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

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

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

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

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

Ability to conduct interviews and gather needed information.

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

Ability to prepare reports.

Ability to maintain essential records and files.

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

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

communication.

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

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

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

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

7/21/2004

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# ROSEMARIE SEIDER-PAQUIN

## CAREER GOAL

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

## SUMMARY OF QUALIFICATIONS

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

## EDUCATION

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### Masters Degree, Criminal Law and Justice

*Boston University*

*Boston, MA*

### Drunk & Impaired Driving Victimization Training

*New Jersey Department of Correction*

### NOVA Training

*National Organization for Victim Assistance*

### Bachelors Degree, Criminal Law & Justice

*Rowan University*

*Glassboro, NJ*

### Certification in Victim Witness Training Course

*State of New Jersey Department of Law and Safety*

### Nursing Assistance Certification

*Gloucester County College*

*Sewell, NJ*

### Associates Degree, Early Childhood Education

*Community College of Philadelphia*

*Philadelphia, PA*

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## PROFESSIONAL EXPERIENCE

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**Victim Witness Advocate** (August 2003 to Present)

*Gloucester County Prosecutors Office* *Gloucester County, NJ*

Assist Prosecutor within the Municipal Court.

To give outreach to victims of Domestic Violence.

**Administrative Assistant** (October 2001 to August 2003)

*Gloucester County Prosecutors Office* *Gloucester County, NJ*

Assist Prosecutor in preparation of documents for court cases.

Notification of victims for court hearings, restitution and releases.

Maintain open case dockets and applicable juvenile records.

**Supervisor of Community Service Site**

*Gloucester County Probation/ First Presbyterian Church of Williamstown* (February 05 to December 2010)

*Camden County Probation/Friendship Community Church* (March 03 to November 03)

**Internship**

(Summer 2001)

*Gloucester County Prosecutors Office* *Gloucester County, NJ*

Assisted Victim Witness Advocate.

Prepared files for court.

Sent discoveries to defense attorneys.

**Child Care Provider**

(1988 – June 2001)

*Sole proprietor of successful home – based business.* *Williamstown, NJ*

Caring of children from birth to school age.

Providing of basic preschool skills in a safe and loving environment.

Experienced with diversified backgrounds and special needs.

**Nursing Assistant**

(1986 – 1987)

*Voorhees Pediatrics Hospital* *Voorhees, NJ*

Providing of nursing care to terminally ill children.

Use of specialized feeding and caring techniques.

Preparation of daily reports on patient status.

**Assistant Teacher**

(1980 – 1983)

*Northeast Community Center* *Philadelphia, PA*

Teaching of special needs children, infant to school age.

Working with mild to severe mentally and physically challenged children.

Certified in Early Childhood Education.

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## PROGRAM EVALUATION

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

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

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

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

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

Applicant: County of Gloucester Grant No: 13VAWA-38

**Budget Detail Form**

**COST ELEMENT**

**A. Personnel**  
**I. Salaries and Wages**  
 List each name and position

	Show % of time or number of hours spent on project to be funded with grant and match funds	Annual Salary or Hourly Rate	Grant Funds	Match	Project Total
Rosemarie Seider, Victim Advocate	34%	67,698	22,890		22,890

<b>SUB-TOTAL SALARIES AND WAGES</b>			22,890		22,890
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Applicant: County of Gloucester

Grant No: 13VAWA-38

2. Fringe Benefits - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed above and only for the percentage of time devoted to the project. Provide agency fringe rate and list each benefit and percentage (e.g., FICA, Workman's Comp, Disability) List name and position	Grant Funds	Match	Project Total
Rosemarie Seider, Victim Advocate		7,630	7,630
Pension 13.11%; Group Insurance 35.67%; FICA/Medicare 7.65%; NJ Unemployment Security .40%;			
Total - 56.83%			

SUB-TOTAL FRINGE BENEFITS		7,630	7,630
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TOTAL SALARIES, WAGES AND FRINGE	22,890	7,630	30,520
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Applicant: County of Gloucester

Grant No.: 13VAWA-38

**Budget Detail Form**

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

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

Applicant: County of Gloucester

**Budget Detail Form**

Grant No. 1.3 VAWA-38

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

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



STOP VIOLENCE AGAINST WOMEN ACT (VAWA) FORMULA GRANT  
COUNTY OFFICE OF VICTIM WITNESS ADVOCACY – DV ADVOCATE  
13VAWA-38  
BUDGET NARRATIVE

A. Personnel

1. Salaries & Wages

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

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

This funding will continue to partially pay the Victim Advocate salary and allow us to continue to provide these services. The salary is budgeted for July 1, 2014 to June, 2015 based upon the CWA contract in effect for that period.

2. Fringe Benefits

Fringe benefits for the Victim Advocate assigned to the Domestic Violence Specialized Unit are being submitted as matching funds for this position. The current Gloucester County Fringe Rate is 56.83%. This rate exceeds the \$7,630 match amount. A copy of the document provided by the County Treasurer regarding this rate is attached for your reference.



BOARD OF  
CHOSEN FREEHOLDERS  
COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY  
FREEHOLDER DIRECTOR  
Robert M. Damminger



COUNTY TREASURER'S  
OFFICE

TREASURER  
Gary M. Schwarz

Phone: 856.853.3353

BUDGET OFFICES

Phone: 856.853.3322  
Fax: 856.251.6778

P.O. Box 337  
Woodbury, NJ 08096

[www.co.gloucester.nj.us](http://www.co.gloucester.nj.us)

New Jersey Relay Service - 711

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.

**STATE OF NEW JERSEY**

**STOP Violence Against Women Act (VAWA)  
Grant Program**



**PART II**

**CONTINUATION APPLICATION  
APPLICATION DOCUMENTS TO BE  
COMPLETED, SIGNED AND RETURNED**

May 2014



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

**STOP VIOLENCE AGAINST WOMEN ACT (VAWA) GRANT PROGRAM**

**PART II**

**APPLICATION DOCUMENTS TO BE COMPLETED, SIGNED AND RETURNED**

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

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

**APPLICATION AUTHORIZATION**

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

County Office of Victim Witness Advocacy - DV Advocate

for a federal subgrant in the approximate amount of \$ 22,890, with the Subgrantee providing a match of \$ 7,630 (if applicable), for an approximate total project cost of \$ 30,520.

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

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

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

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

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

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

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

County of Gloucester  
Subgrantee

Grant # 13VAWA-38

\_\_\_\_\_  
Signature of Authorized Official

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

Robert M. Damming  
Printed Name of Authorized Official

\_\_\_\_\_  
Signature of Project Director

Sean F. Dalton  
Printed Name of Project Director

\_\_\_\_\_  
Date



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

**FEDERAL GRANT PROGRAM**

**GENERAL CONDITIONS AND ASSURANCES**

**Federal Assurances**

1. The Subgrantee agrees that federal funds made available under this program will be used to supplement but not supplant state or local government funds.
  2. The Subgrantee agrees to comply and assure the compliance of its contractors with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs, *Financial Guide* (available on the web at: <http://www.ojp.usdoj.gov/financialguide/>) (OJP Financial Guide).
  3. The Subgrantee agrees to comply with all requirements imposed by the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA), Office for Victims of Crime (OVC), or Office on Violence Against Women (OVW), New Jersey Department of Law and Public Safety (L&PS), and the Division of Criminal Justice (DCJ) concerning all federal, state, municipal laws, rules, regulations, policies, guidelines, directives, and requirements (including licenses, permits and background checks) that are generally applicable to the activities in which the Subgrantee is engaged in the performance of this grant. Failure to comply with these laws, rules, regulations, and State Department of Treasury, circulars letters (State Circular) will be grounds for termination of this subaward.
  4. The Subgrantee assures that it possesses legal authority to apply for the grant; that, if applicable, a resolution or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. The Subgrantee assures that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
  5. The Subgrantee agrees to comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §4601 et seq., which provides for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
  6. The Subgrantee agrees to comply with provisions of the Hatch Act, the federal law which limits certain political activities of employees of a state or local unit of government whose
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principal employment is in connection with an activity financed in whole or in part by federal grants. 5 U.S.C. §1501-08 and §7324-26.

7. The Subgrantee understands and agrees that, in compliance with the Anti-Lobbying Act, 18 U.S.C. §1913, and with the Limitations, Exceptions and Penalties on the Use of Appropriated Funds law, 31 U.S.C. §1352, it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs (OJP). The recipient may, however, use federal funds to collaborate with and provide information to Federal, State, local, tribal, and territorial public officials and agencies to develop and implement policies to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as defined in 42 USC 13925(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this program.
8. The Subgrantee understands and agrees to comply with federal Executive Order No. 12549 on Debarment and Suspension, 2 C.F.R. Part 2867 and 2 C.F.R. Part 180, and state Executive Order No. 34 (Byrne, March 17, 1976), and State Circular regarding Debarments, Suspensions & Disqualifications, OMB 93-13-GSA. Subgrantee and its subcontractors will not conduct business with ineligible firms or individuals who are considered debarred, suspended or disqualified.
9. The Subgrantee agrees to comply with the minimum wage and maximum hours provision of the Federal Fair Labor Standards Act, 29 U.S.C. § 201 et seq., and the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.
10. The Subgrantee will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
11. The Subgrantee agrees to give the United States General Accounting Office, DOJ, and its agencies, Office of the Chief Financial Officer, L&PS, and DCJ through any authorized representative, access to and the right to examine all paper and electronic records, books, papers, and documents related to the grant including pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit the Subgrantee's operations. All visitations, inspections and audits, including visits and requests for documentation in discharge of the responsibilities of L&PS, shall as a general rule provide for prior notice when reasonable and practical to do so. However, L&PS retains the right to make unannounced visitations, inspections, and audits as deemed necessary. L&PS reserves the right to have access to all work papers produced in connection with audits made by the Subgrantee or independent certified public accountants, registered municipal accountants, or licensed public accountants hired by the Subgrantee to perform such audits.
12. The Subgrantee will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 U.S.C. §4321, and Executive Order No. (EO) 11514;

(b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. §1451 et seq. and the Coastal Barrier Resources Act, 16 U.S.C. §3501 et seq., which limits federal expenditures affecting the Coastal Barrier Resources System; (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. §7401 et seq.; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 U.S.C. §300f et seq., as amended; and, (h) protection of endangered species under the Endangered Species Act of 1973, 16 U.S.C. §1531, as amended.

13. The Subgrantee agrees to comply, if applicable, with the flood insurance purchase requirements of Section 102 (1) of the Flood Disaster Protection Act of 1973, Pub. L. 93-234, 87 Stat. 975, approved December 31, 1976, §102 (a), 42 U.S.C. §4001 et seq., which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
14. The Subgrantee agrees to assist DOJ, and its agencies in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. §470; Executive Order No. 11593, the Archeological and Historical Preservation Act of 1974, 16 U.S.C. §469a-1 et seq.; and the National Environmental Policy Act of 1969, 42 U.S.C. §4321, by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying DOJ, OJP, and BJA of the existence of any such properties, and by (b) complying with all requirements established by DOJ, OJP, and BJA to avoid or mitigate adverse effects upon such properties.
15. The Subgrantee agrees to comply and assure the compliance of its contractors, with all lawful requirements imposed by DOJ, including any applicable regulations such as Title 28, Judicial Administration, Chapter I, Department of Justice: Part 18, Office of Justice Programs Hearing and Appeal Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-discrimination; Equal Employment Opportunity; Policies and Procedures; Part 46, Protection of Human Subjects and all Office of Justice Program Policies and procedures regarding the protection of Human Research Subjects, including obtaining of Institutional Review Board approval, if appropriate, and subject informed consent; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and federal laws and regulations applicable to Federal Assistance Programs; Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; and Part 70, Uniform Administrative Requirements for Grants and Agreements (including Subawards) with Institutions of Higher Education, Hospitals and Other Non-profit Organizations.

16. The Subgrantee understands that DOJ and its agencies reserve the right to unilaterally terminate this award, without penalty for a violation of the Trafficking Victims Protection Act 2000, 22 U.S.C. §7104(g), as amended. The Award Terms in 2 C.F.R. §175.15(b) are incorporated herein. Federal funding recipients or their employees may not engage in trafficking in persons, procure a commercial sex act or used forced labor in the performance of this award.
17. The Subgrantee agrees to comply and assure the compliance of its contractors, with any applicable statutorily imposed non-discrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789d(c); the Victims of Crime Act, 42 U.S.C. §10604(e); the Juvenile Justice and Delinquency Prevention Act of 2002, 42 U.S.C. §5672; the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000d et seq.; the Rehabilitation Act of 1973, as amended; 29 U.S.C. §794, the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §12131-34; the Education Amendments of 1972, 20 U.S.C. §1681 et seq.; the Age Discrimination Act of 1975, 42 U.S.C. §6101-07; the Drug Abuse Prevention, Treatment, and Rehabilitation Act, 21 U.S.C. §1101 et seq.; as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 U.S.C. §12114 et seq. as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; the Public Health Service Act, 42 U.S.C. §290dd-2, as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968, 42 U.S.C. §3601 et seq., as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, the requirements of any other nondiscrimination statute(s) which may apply to the application, and the Department of Justice Non-discrimination Regulations, 28 C.F.R. Part 42, Subparts, C, D, E, and G; the Department of Justice regulations on disability discrimination, 28 C.F.R. Part 35, Part 36, Part 39; and the Department of Justice, Policy Guidance Document, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," 67 F.R. 41455 (June 18, 2002); see Ex. Order 13279 (equal protection of the laws for faith-based and community organization).

**Exception:** If sex segregation or sex-specific programming is necessary to the essential operation of a program, nothing in this paragraph shall prevent any such program or activity from consideration of an individual's sex. In such circumstances, Subgrantees may meet the requirements of this paragraph by providing comparable services to individuals who cannot be provided with the sex-segregated or sex-specific programming.

18. In accordance with federal civil rights laws, the Subgrantee shall not retaliate against individuals for taking action or participating in action to secure rights protected by the laws referenced above.
19. The Subgrantee understands and agrees that in the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against

the Subgrantee after a due process hearing, on the ground of race, color, religion, national origin, or sex, it must submit a copy of the finding to the DOJ Office For Civil Rights (OCR) and DCJ for review.

20. The Subgrantee agrees that if required to formulate an Equal Employment Opportunity Program (EEO) in accordance with 28 C.F.R. §42.301 et seq., it will maintain a current one on file, and where the proposed subgrant is for \$500,000 or more (or receives an aggregate of \$1,000,000 in federal grant funds in an 18-month period), the Subgrantee will provide a copy of the EEO to OJP's Office for Civil Rights.
21. The Subgrantee acknowledges that failure to submit an acceptable EEO (if required to submit pursuant to 28 C.F.R. §42.302), that is approved by OJP's Office for Civil Rights is a violation of its General Conditions and may result in suspension or termination of funding, until such time as the Subgrantee is in compliance.
22. The Subgrantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice (DOJ) grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Subgrantees of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the DOJ funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faithbased organizations may, in some circumstances, consider religion as a basis for employment. See [http://www.ojp.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.gov/about/ocr/equal_fbo.htm).
23. The Subgrantee certifies that Limited English Proficiency (LEP) persons have meaningful access to the services under this program. National origin discrimination includes discrimination on the basis of limited English proficiency. To ensure compliance with Title VI and the Safe Streets Act, Subgrantees are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for Subgrantees to help comply with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).
24. The Subgrantee agrees to comply with all reporting, data collection, and evaluation requirements, as prescribed by the DOJ, BJA and its agencies as required by L&PS and DCJ.
25. The Subgrantee agrees to comply with all confidentiality requirements of 42 U.S.C. §§13925, 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and

revelation of data or information. The Subgrantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, Section 22.23.

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

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

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

31. Pursuant to Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages

recipients of federal funds to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

32. In support of this subgrant project, the Subgrantee agrees to adhere to U.S. Department of Justice's match requirements outlined in the U.S. Department of Justice (DOJ), Office of Justice Programs, *Financial Guide*, Part III Chapter 3: Matching or Cost Sharing and satisfy any state requirements on matching and cost sharing.
33. Subgrantee must maintain a timekeeping system which provides, at a minimum, records for all personnel charged to the grant as follows: positions, employee's name, title/rank, date hired, annual salary, total daily hours worked, hourly overtime rate, daily overtime charged to the grant, and signature of the employee, supervisor and project director regarding time charged to the grant. If an employee works solely on subgrant activities, the Subgrantee's employee and supervisor will sign a certification every six months verifying salary and wage charges to the project.
34. The Subgrantee agrees that federal grant funds should not be used to pay employee annual cash compensation in an amount that exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year. (The salary table for SES employees is available at <http://www.opm.gov>).
35. The Subgrantee agrees that the daily rate for consultants or speakers will be reasonable and consistent with what is usually paid for similar services offered, and may not exceed \$81.25 per hour or \$650 per 8-hour day, compensation for all consultants and speakers will comply with the OJP Financial Guide Cost Requiring Approval, the name of the consultant/speaker, title of discussion, and hourly daily rates of the consultant/speaker will be maintained in the official grant file, and, for any rate that exceeds \$650 per day the Subgrantee will receive written approval from DCJ.  
[http://ojp.gov/financialguide/PDFs/OCFO\\_2014Financial\\_Guide.pdf](http://ojp.gov/financialguide/PDFs/OCFO_2014Financial_Guide.pdf)
36. The Subgrantee agrees that all equipment purchased under the subgrant will be tagged and properly inventoried to reflect use of federal funds. The Subgrantee agrees to maintain an inventory list consistent with federal requirements for all equipment purchased or leased with grant funds and listing the date of delivery.
37. Subgrantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The details of subgrantee recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm>. A Subgrantee may not receive a subaward unless it has provided a DUNS number.

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

#### State Conditions

40. The Subgrantee assures that it will comply, and all of its contractors will comply with the requirements of the state's anti-discrimination and affirmative action laws and regulations, including N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5-1, et al., as amended, and all implementing regulations and state circulars as amended or superseded. Failure to comply with these laws, rules, regulations, and state circulars will be grounds for termination of this subaward.
41. The Subgrantee shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of L&PS. No rights or obligations of the Subgrantee under this subgrant, in whole or part, may be assigned or subcontracted to another entity for any reason without the prior written approval of DCJ and L&PS. The Subgrantee may not transfer any rights or obligations under this subgrant pursuant to an acquisition, affiliation, consolidation, merger or other synergy with another entity.
42. The Subgrantee shall recognize and agree that both the initial provision of funding and the continuation of funding under this agreement are expressly dependent upon the availability to L&PS of funds appropriated by the State Legislature from state and/or federal revenue or such other funding sources as may be applicable and, in addition, if the Subgrantee's program is deemed a priority by the New Jersey Attorney General. A failure of L&PS to make any payment under this agreement or to observe and perform any condition on its part to be performed under the agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the agreement by L&PS or an event of default under the agreement and L&PS shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from L&PS beyond the duration of the award period set forth in the grant agreement and in no event shall the agreement be construed as a commitment by L&PS to expend funds beyond the termination date set in the grant agreement.
43. The Subgrantee agrees that all income earned by the Subgrantee from grant-supported activities is deemed program income. The Subgrantee agrees to add program income to funds committed to the program to further eligible program objectives. The Subgrantee agrees to comply with the OJP's Financial Guide, Program Income, and as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R. Part 70 and federal OMB Circular A-110 (2 C.F.R. Part 215), on the use, disposition, accounting and reporting for program income. (The use of program income must be shown on the detailed cost statements). State

Circular Standard Grant Agreement Form, 07-05-OMB, defines program income to include any interest earned of \$250 or more in a fiscal year on advances of grant funds.

44. If applicable, the Subgrantee agrees that it will deposit advances of state grants in interest bearing accounts.
45. The Subgrantee agrees to enter, maintain and record all grant funds received by the State for this program in accounting records separate from all other fund accounts, including funds derived from other grant awards. Disbursed grant funds shall be available for expenditure by the Subgrantee in accordance with the provisions of the subgrant throughout the project period subject to such conditions as DCJ may prescribe.
46. The Subgrantee agrees to maintain an adequate financial management system in accordance with generally accepted principles of accounting. The Subgrantee shall maintain accurate and current financial reports, accounting records, internal controls, budget controls, and cash management procedures for receiving, holding, and expending grant funds. The Subgrantee shall maintain accurate and complete disclosure of financial results of each subgrant in the Detailed Cost Statements (DCS), have procedures to determine allowable costs, and provide source documentation for financial records.
47. As required under the federal Single Audit Act of 1984, Pub. L. 98-502, as amended, the Subgrantee agrees to comply with the organizational audit requirements of Federal OMB Circular, A-133, Audits of States, Local Governments and Non-Profit Organizations, as further described in OJP Financial Guide, Audit Requirements, Government Accountability Office's Government Auditing Standards (Yellow Book), and State Circular, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments, 04-04-OMB. The Subgrantee understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits are not satisfactorily and promptly addressed as further described in the current edition of the OVW Financial Grants Management Guide. The Subgrantee agrees to submit to DCJ any copies of any exceptions and/or findings regarding this project as a result of a single audit. The Subgrantee immediately will report to DCJ any changes in its fiscal year.
48. The Subgrantee agrees that grant funds will be used only for allowable costs as determined according to applicable federal cost principles specific to the Subgrantee (e.g. Federal OMB Circular A-21 (2 C.F.R. Part 220), A-87 (2 C.F.R. Part 225), A-102, A-110 (2 C.F.R. Part 215), A-122 (2 C.F.R. Part 230), A-133, etc.), according to OJP Financial Guide, Allowable Costs, and State Circular Standard Grant Agreement Form, X. Allowable Costs, 07-05-OMB.
49. The Subgrantee agrees that property furnished by L&PS or acquired in whole or in part with federal or L&PS funds or whose cost was charged to a project supported by federal or L&PS funds shall be utilized and disposed of in a manner generally consistent with state and federal requirements.

50. The Subgrantee agrees that procurement of supplies, equipment, and other services with funds provided by this grant shall be accomplished in a manner generally consistent with federal and state requirements. Adherence to the standards contained in the applicable federal and state laws and regulations does not relieve the Subgrantee of the contractual responsibilities arising under its procurement. The Subgrantee is the responsible authority, without recourse to L&PS, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.
51. The Subgrantee agrees that it will maintain data and information and submit timely reports, including programmatic progress and financial reports, as L&PS may require. If reports are not submitted as required, the L&PS may, at its discretion, suspend payments on this subgrant. The State of New Jersey may, at its discretion, take such action to withhold payments to the Subgrantee on this or any grant with other state agencies until the required reports have been submitted.
52. Unless otherwise directed by DCJ, state or federal statute, all grant records shall be retained for a period of seven years. This period is extended until otherwise directed if there is any litigation, claim, negotiation, action, or audit in progress and/or audit finding involving grant records started before the end of the seven year period.
53. The Subgrantee agrees to report any Budget Revisions or Grant Extensions as follows:
- a. Deviations in excess of \$100 from the approved budget or extensions in the grant period require prior approval via Division of Criminal Justice (DCJ) Grant Adjustment Request Form. Subgrantee should be aware that approved budget revisions may result in the imposition of additional special conditions.
  - b. L&PS may request changes in the scope of services of the Subgrantee to be performed hereunder. Such changes, which are mutually agreed upon by and between L&PS and the Subgrantee must be incorporated in written amendments to this grant.
  - c. If the Subgrantee is making program expenditures or providing grant services at a rate which, in the judgment of L&PS, will result in substantial failure to expend the grant amount or provide grant services, L&PS may so notify the Subgrantee. If, after consultation, the Subgrantee is unable to develop to the satisfaction of L&PS a plan to rectify its low level of program expenditures or grant services, L&PS may upon thirty (30) days notice to the Subgrantee, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Subgrantee's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by L&PS subsequent to the awarding of the grant and the funds have already been received by the Subgrantee, the reduced amount will be remitted to L&PS.
  - d. If the revision requested will result in a change to the Subgrantee's approved project which requires federal prior approval, L&PS will obtain the federal agency's approval before approving the Subgrantee's request.

54. If the Subgrantee materially fails to comply with the terms of an award, whether stated in a state or federal statute or regulation, an assurance, general condition, special condition, in a state plan or application, a notice of award, or elsewhere, the Subgrantee agrees that L&PS may take one or more of the following actions, as appropriate in the circumstances:
- a. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or take more severe enforcement action.
  - b. Disallow all or part of the cost of the activity or action not in compliance.
  - c. Wholly or partly suspend or terminate the current award for the Subgrantee's program.
  - d. Withhold further awards for the program.
  - e. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
  - f. Take other remedies that may be legally available.
55. In taking an enforcement action, L&PS may provide the Subgrantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Subgrantee is entitled under any statute or regulation applicable to the action involved.
56. The Subgrantee must assure compliance with applicable Federal requirements and that performance goals are being achieved. Subgrantee monitoring must cover each program, function, or activity to monitor performance under grant supported activities to assure time schedules and objectives are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable
- a. The Subgrantee shall inform L&PS of the following types of conditions which affect program objectives and performance as soon as they become known:
    - i. Problems, delays, or adverse conditions which will materially impair the ability to attain program objectives, prevent meeting time schedules and goals, or preclude the attainment of project work units or established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any assistance by L&PS required to resolve the situation.
    - ii. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated, at a lower than anticipated cost, or produces a greater benefit than originally planned.
  - b. L&PS may, at its discretion, make site visits to:
    - i. Review program accomplishments and management control systems.
    - ii. Provide such technical assistance as may be required.
    - iii. Perform fiscal reviews to ensure grant funds are being properly expended in a timely manner.
    - iv. Ensure compliance with all pertinent civil rights laws and regulations.

57. When the Subgrantee has failed to comply with grant award requirements, stipulations, standards, or conditions, the Subgrantee agrees that L&PS may suspend the grant and withhold further payments; prohibit the Subgrantee from incurring additional obligations of grant funds pending corrective action by the Subgrantee; or decide to terminate the grant in accordance with the below paragraph. L&PS shall allow all necessary and proper costs, which the Subgrantee could not reasonably avoid during the period of suspension, provided they meet federal and state requirements.
58. The Subgrantee agrees that L&PS may terminate the grant in whole or in part whenever it is determined that the Subgrantee has failed to comply with the conditions of the grant. L&PS shall notify the Subgrantee in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Subgrantee or recoveries by L&PS under the grant terminated for cause shall be in accord with the legal right and liability of the parties.
59. L&PS and the Subgrantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Subgrantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.
60. If the Subgrant award is terminated for the Subgrantee's failure to comply with Federal statutes, regulations, or terms and conditions of the Subgrant, L&PS will provide notification to the Subgrantee, including information that the decision may be considered in evaluating future applications received from L&PS.
61. L&PS may terminate this grant for convenience, upon 60 days written advance notice to the Subgrantee, for any reason whatsoever, including lack of funding available to the L&PS. Upon receipt of a notice of termination for convenience, the Subgrantee shall cease incurring additional obligations of subgrant funds. However, the L&PS shall allow the Subgrantee to incur all necessary and proper costs which the Subgrantee cannot reasonably avoid during the termination process, as long as these costs comply with all program requirements.
62. The Subgrantee agrees that under certain instances it may be considered "High Risk":
  - a. If L&PS determines that a Subgrantee:
    - i. Has a history of unsatisfactory performance.
    - ii. Is not financially stable.
    - iii. Has a financial management system which does not appear adequate according to the General Conditions, or meet the standards expressed according to the current State Circular Standard Grant Agreement Form, VIII Financial Management System, 07-05-OMB.
    - iv. Has not conformed to terms and conditions of previous awards.

- v. Is otherwise not responsible; and L&PS determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.
- b. If a Subgrantee is considered "High Risk," then L&PS may impose additional Special Conditions or restrictions on the Subgrantee at any time including:
    - i. Payment on a reimbursement basis.
    - ii. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
    - iii. Requiring additional, more detailed financial reports.
    - iv. Additional project monitoring.
    - v. Requiring the Grantee to obtain technical or management assistance.
    - vi. Establishing additional prior approvals.
  - c. If L&PS decides to impose such special conditions, L&PS will notify the Subgrantee as soon as possible, in writing, of:
    - i. The nature of the special conditions/restrictions.
    - ii. The reason(s) for imposing the special conditions.
    - iii. The corrective actions that must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions.
    - iv. The method of requesting reconsideration of the conditions/restrictions imposed.
63. The Subgrantee understands and agrees that, in compliance with the Corruption of Public Resources Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse state grant funds for an unauthorized purpose, and violations under this act could result in a prison term of up to 20 years, and, under N.J.S.A. 2C:30-8, subject to a fine of up to \$500,000.
64. The Subgrantee agrees that all equipment purchased or leased with grant funds will be acquired by following standard county and local bidding/ procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable.
65. The Subgrantee agrees that all consumable supplies purchased or leased with grant funds will be acquired by following standard county and local bidding/procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable. The Subgrantee agrees to maintain an inventory list on all consumable supplies purchased with grant funds in the official grant file.
66. The Subgrantee agrees to comply with the current State Circular on Entertainment, Meals, and Refreshments, 11-09-OMB and the OJP Financial Guide, Food and Beverage, when using subgrant funds to purchase food, beverages and refreshments for project activities.

67. Subgrantee certifies that all services purchased with grant funds must be acquired by following standard county and local bidding/procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable.
68. Subgrantee agrees to submit a written request to DCJ and receive written approval before expending any grant funds allocated for training and/or travel (other than that which had been specifically listed, described and cost figures provided for in the approved grant application). A Subgrantee's use of any grant funds for allowable travel is restricted by the current State Travel regulations, State Circular 12-14-OMB. Exceptions to this policy may be considered on a case by case basis when justified by extenuating circumstances. A Subgrantee seeking an exception to these travel regulations must seek prior preapproval for the travel exception by submitting a written request to the awarding agency 60 days prior to commencement of travel.
69. The Subgrantee shall include in its official grant file copies of any contract with subcontractors/vendors regarding this grant program and copies of its monthly timekeeping system records. DCJ reserves the right to give final written approval of subcontract/vendor budgets reimbursed with subgrant funds. The Subgrantee agrees to include in any contract with a subcontractor/vendor and make binding on both the Subgrantee and any of its subcontractors/vendors the following conditions:
  - a. A timekeeping system requirement as specified above.
  - b. The hourly rate for certified providers will be based on experience and comparable rates for field of service. All rates must be pre-approved by DCJ.
  - c. The subcontractor/vendor must develop and/or maintain written, internal policy and procedures for participant service purchases (i.e., transportation, food and other emergency aid), with appropriate monitoring, oversight, and authority. Types and amounts of purchases per project participant paid for with subgrant funds must be pre-approved by DCJ.
70. For purchase of services by State Agencies, Independent State Agencies or Legislature, the Subgrantee agrees to comply with N.J.S.A. 52:34-13.2, and that all services performed under a contract or through any subcontract shall be performed in the United States, unless the appropriate officer provides a certification, which is approved by the appropriate authority, which states that a required service cannot be provided by a contractor or subcontractor within the United States.
71. The Subgrantee agrees that overtime expenses must be directly related to approved subgrant activities. Monthly overtime charges to the subgrant must be reported on the DCJ Detailed Cost Statement (DCS) report. The DCS should include employee's name, daily overtime charged, and activity for which overtime expenses were incurred.
72. The Subgrantee agrees to ensure all insurance requirements consistent with the business/not-for-profit entity are extended to include the purposes and intent of this subgrant award.

- 73. The Subgrantee's subcontractors, instructors, and consultants must maintain Public Works Contractor Registration with the Department of Labor and Workforce Development, as required by N.J.S.A. 34:11-56.48 et seq.
- 74. In the event a final audit has not been performed prior to the closeout of the grant, L&PS retains the right to recover any appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

**CERTIFICATION**

I certify that the programs proposed in this application meet all the requirements of the State of New Jersey, Department of Law and Public Safety, Division of Criminal Justice Grant Program, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the provisions of the federal grant program and all other applicable federal and state laws, regulations, and guidelines.

County of Gloucester  
**Subgrantee**

**Grant #** 13VAWA-38

\_\_\_\_\_  
**Signature of Authorized Official**

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

Robert M. Damming  
**Printed Name of Authorized Official**

\_\_\_\_\_  
**Date**

U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

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

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

**1. LOBBYING**

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)**

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

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

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

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

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

1. Grantee Name and Address:

County of Gloucester

2 South Broad Street, Woodbury NJ 08096

2. Application Number and/or Project Name:

13VAWA-38 / County Office of Victim Witness Advocacy - DV Advocate

3. Grantee IRS/Vendor Number 216000660

4. Type/Print Name and Title of Authorized Representative

Robert M. Damming / Freeholder Director

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5. Signature

6. Date

OJP FORM 4061/6 (3-91) REPLACES OJP FORMS 4061/2, 4061/3 AND 4061/4 WHICH ARE OBSOLETE.  
OFFICE OF JUSTICE PROGRAMS BJA NIJ OJJDP BJS OVC

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

**STOP VIOLENCE AGAINST WOMEN ACT (VAWA) GRANT PROGRAM**

**RESOLUTION OF PARTICIPATION**

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

WHEREAS, the Gloucester County Board of Chosen Freeholders wishes to apply for  
**Applicant's Unit of Government/Non Profit Organization**

funding of approximately \$ 22,890 with a match of \$ 7,630 (if applicable) for an approximate

project total cost of \$ 30,520 for a project under the State of New Jersey COVWA-DV Advocate  
**Fill In Name of Program**

Grant Program, and

WHEREAS, the Board of Chosen Freeholders has reviewed the  
**Applicant's Governing Body/Board of Directors**

accompanying application and has approved said request, and

WHEREAS, the project is a joint effort between the Department of Law and Public Safety

and County of Gloucester for the purpose described in the application;  
**Applicant's Unit of Government/Non Profit Organization**

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

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

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

STOP VIOLENCE AGAINST WOMEN ACT (VAWA) GRANT PROGRAM

CERTIFICATION OF RECORDING OFFICER

This is to certify that the foregoing Resolution is a true and correct copy of a resolution which was duly and regularly introduced and finally adopted at the meeting of the

Board of Chosen Freeholders held on the  
Applicant's Governing Body/Board of Directors

17th day of December, 2014 and duly recorded in my office;  
that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and that I am duly authorized to execute this certificate.

DATED this 17th day of December, 2014

SEAL

\_\_\_\_\_  
Signature of Certifying Officer

Clerk of the Board  
Title (Mayor, Freeholder-Director,  
County Executive, Agency Head,  
President, Chairperson of the Board)

Robert DiLella  
Name of Certifying Officer

# Federal Financial Accountability and Transparency Act Information Form

## To be completed by Subrecipient:

1. Agency Name: County of Gloucester

2. City: Woodbury 3. State: NJ 4. Zip + 4 08096-4606  
([www.usps.com/zip4/](http://www.usps.com/zip4/))

5. Congressional District (Agency main office) (2 digits) (01 – 13): 01 6. County: Gloucester  
(<http://www.govtrack.us/congress/findyourreps.xpd>)

7. DUNS number (<http://www.dnb.com/us/>) (9 digits): 957362247

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip + 4 \_\_\_\_\_

Congressional District (2 digits) (01 – 13): \_\_\_\_\_ County: \_\_\_\_\_

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

If No, please explain: \_\_\_\_\_

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

<u>Officer Name</u>	<u>Total Compensation</u>
#1 _____	_____
#2 _____	_____
#3 _____	_____
#4 _____	_____
#5 _____	_____

11. Signature of Agency Representative: \_\_\_\_\_

To be completed by Division/SubGrantor:

1. Amount of Award: \_\_\_\_\_ 2. Federal: \_\_\_\_\_ 3. Match or State Share: \_\_\_\_\_

4. Award Title: \_\_\_\_\_

5. Award Number: \_\_\_\_\_

6. Transaction Type: \_\_\_\_\_ 7. CFDA Number: \_\_\_\_\_

8. Program Source: \_\_\_\_\_

[VAWA CONTINUATION APP 05/2014]

6-24  
**RESOLUTION AUTHORIZING GRANT APPLICATION TO THE STATE OF NEW JERSEY, DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE, OFFICE OF VICTIM/WITNESS ADVOCACY FOR THE SEXUAL ASSAULT RESPONSE TEAM/SEXUAL ASSAULT NURSE EXAMINERS GRANT, IN THE AMOUNT OF \$89,719.00 FROM OCTOBER 1, 2014 TO SEPTEMBER 30, 2015**

**WHEREAS**, there exists a need in the County of Gloucester for the services by the Gloucester County Prosecutor's Office as part of the Victims of Crime Act Program; and

**WHEREAS**, the Gloucester County Prosecutor recommends the execution of a grant application to said agency for grant funds for the Sexual Assault Response Team/Sexual Assault Nurse Examiners (SART/SANE); 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

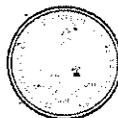
**WHEREAS**, the Gloucester County Prosecutor's Office has submitted the grant application to the Department of Human Services for review, and said agency has approved said applications, and the Board of Chosen Freeholder of the County of Gloucester understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the State of New Jersey, Department of Law and Public Safety, Division of Criminal Justice, Office of Victim/Witness Advocacy 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 \$89,719.00 from October 1, 2014, to September 30, 2015:

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

1. The Director of the Board is hereby authorized to execute any and all documents in connection with the filing of the grant application with the State of New Jersey, Department of Law and Public Safety, Division of Criminal Justice, Office of Victim/Witness Advocacy, requesting funds to be used for the Sexual Assault Response Team/Sexual Assault Nurse Examiners Program, in the amount of \$89,719.00 October 1, 2014, to September 30, 2015.
2. The Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any necessary assurances as may be required.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 17, 2014, at Woodbury, New Jersey.

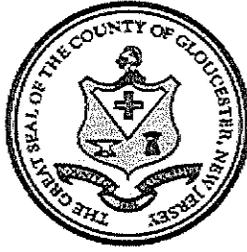


**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**



County of Gloucester

***RESOLUTION AUTHORIZING GRANT APPLICATION TO THE STATE OF NEW JERSEY, DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE, OFFICE OF VICTIM/WITNESS ADVOCACY FOR THE SEXUAL ASSAULT RESPONSE TEAM/SEXUAL ASSAULT NURSE EXAMINERS GRANT IN THE AMOUNT OF \$89,719.00 FROM OCTOBER 1, 2014 TO SEPTEMBER 30, 2015***

**CERTIFICATION**

I, **ROBERT N. DILELLA**, Clerk of the Board of Chosen Freeholders of the County of Gloucester do hereby certify that: (1) this is a true copy of the above-titled Resolution finally adopted at a meeting of the Board of Chosen Freeholders held on the **17th** day of **December, 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.

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

G-4

### 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: 11/12/14

1. TYPE OF GRANT

         NEW GRANT

  X   RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET  
NUMBER   #13-241  

2. GRANT

TITLE: SANE/SART

3. GRANT TERM: FROM: 10/1/14 TO: 09/30/15

4. COUNTY DEPARTMENT: Prosecutor's Office

5. DEPT. CONTACT PERSON & PHONE NUMBER: Eileen Caraker 384-5555 or  
Carolyn Szolack 384-5533

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

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): The Sexual Assault Nurse Examiner Program provides funding for part-time (24 hours per week) SANE/SART Coordinator to coordinate scheduling to provide twenty-four hour, seven days a week coverage for victims of sexual assault, scheduling of in-service training, new SANE nurse orientations and program management at both Inspira-Woodbury and at JFK-Washington Twp. Hospitals and all related duties.

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

NAME	AMOUNT	NAME	AMOUNT
Eileen Caraker	\$50,403		

9. TOTAL SALARY CHARGED TO GRANT: \$ 50,403

10. INDIRECT COST (IC) RATE:          %

11. IC CHARGED TO GRANT \$



SEXUAL ASSAULT RESPONSE TEAM/SEXUAL ASSAULT NURSE EXAMINER  
BUDGET NARRATIVE  
10/1/14-9/30/15

101.01	Salaries & Wages / Regular Pay	\$50,403
652	Date Processing	\$1,100
750	Utilities / Telephones	\$920
920	Conferences	\$2,546
921	Mtgs. Membership & Dues	\$160
970	Travel Expense	\$1,250
930	General / Education & Training	\$1,900
994	General / Fringe Benefits	\$13,496

---

**C-2 LINE ITEM NARRATIVE  
SEX ASSAULT NURSE EXAMINER GRANT  
10/1/014-9/30/15**

**Personnel**

**101.01 - Salary and Wages**

To fund position for SANE/SART Coordinator, 24 hours per week to coordinate schedules, in-service, new SANE nurse orientations, etc., including program management at both Underwood-Memorial and at JFK Hospitals and all related duties. Coordinating the effort of the Sexual Assault Response Team. Management of grant.

**\$50,403**

**994 - Fringe Benefits**

To pay fringe benefits for the part-time SANE/SART Coordinator/Grant Manager

**\$13,496**

**Purchase of Services**

**930 - Education and Training**

**Registration costs**

NJ Board of nursing requires nurses to obtain continuing education credits to maintain their license. The forensic nurses must maintain standard of care and competency in the field of forensic nursing. To pay for registration for medical forensic nurse conference. To pay for local conference for nurse.

- |  |                |
|--|----------------|
| 1. 1 pediatric forensic nurse conference & 1 adult forensic nurse conference | <b>\$900</b>   |
| 2. 10 nurses x \$100 local continuing education                              | <b>\$1,000</b> |

**Travel**

**970 - Travel**

To reimburse mileage to travel to SANE coordinators meeting, SANE/ SART Committee meetings, hospital administrative duties and SART training. Grant funds will be used to reimburse only 31 cents/mile and the remainder of the mileage reimbursement will be paid by the county.

4,032 miles x .31 rate per mile =

**\$1,250**

**920 - Conferences**

**Travel for conference**

To reimburse for conference for the SANE to attend out of state. Will cover travel expenses. Reimbursement for travel costs (hotel and meals will be limited to the county per diem rate or the Federal per diem rate (gsa.gov) whichever is less. No meals or overnight accommodations will be paid for in state conferences. Conferences in state will be limited to the county rate or the Federal per diem rate (gsa.gov) whichever is less.

**\$2,546**

**Mtgs. Membership & Dues**

**921-Mtgs. Membership & Dues**

Membership dues to International Association of Forensic Nursing

**\$160**

Telephones

750 – Telephones-Cell Phone

SANE Coordinator- to communicate 24/7 with Sexual Assault Response Team  
Law-enforcement, SANE, Hospitals, Rape care advocacy, Prosecutor.

\$920

Data Processing

652 – Date Processing

To purchase one (1) tablet with keyboard for use by SART/FNE Coordinator to be utilized  
for in-service training for the forensic nurses on SAFE paperwork, diagrams and Proscope  
photography in addition to a backup tablet for hospital sites.

\$1,100

Total: \$71,775

STATE OF NEW JERSEY  
VICTIMS OF CRIME ACT (VOCA)  
GRANT PROGRAM

PART I

CONTINUATION  
APPLICATION DOCUMENTS  
TO BE COMPLETED AND RETURNED

APPLICATION OVERVIEW

Name of Applicant: Gloucester County

Title of Project: Gloucester County Sexual Assault Response Team/Sexual Assault Nurse Examiner Program

Amount Applied for: \$ 71,775 Federal                      \$ 17,944 Match                      \$ 89,719 Total

Type of Agency:     State     County     Municipality     Nonprofit

What County is your agency located in: Gloucester County

Type of Project:     New                       Continuing

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

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

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

Child Abuse     Homicide Survivors     Elder Abuse     DUI/DWI

Dating Violence     Other \_\_\_\_\_

STATE OF NEW JERSEY  
VICTIMS OF CRIME ACT (VOCA)  
GRANT PROGRAM

TABLE OF CONTENTS

PART I

CONTINUATION APPLICATION DOCUMENTS  
TO BE COMPLETED AND RETURNED

- One (1) Signed Original and Two (2) Copies of Application
- Subgrantee Check List
- Application Overview
- Applicant Information Form
- Agency Information Form
- Project Narrative (Provided by Applicant)
- Project Management and Staff
  - Job Descriptions (for each position listed in budget)
  - Current Resumes (for each position listed in budget)
- Project Work Plan
- Budget Detail Form
- Budget Narrative (Provided by Applicant)
- Organizational Status
- Sources of Funds Form

**STATE OF NEW JERSEY  
VICTIMS OF CRIME ACT (VOCA)  
GRANT PROGRAM**

**SUBGRANTEE CHECK LIST**

**SUBGRANTEE:** VS-29-14

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

**PART I: Documents to be Completed and Returned**

- Subgrantee Check List
- Application Overview
- Applicant Information Form
- Agency Information Form
- Project Narrative (Provided by Applicant)
- Project Management and Staff (Provided by Applicant)
- Job Descriptions (for each position listed in budget)
- Current Resumes (reflecting staff currently works at agency, for each position listed in budget)
- Project Work Plan
- Budget Detail Form
- Budget Narrative (Provided by Applicant)
- Sources of Funds Form

**Additional forms provided by nonprofit applicants:**

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

**PART II: Documents to be Signed and Returned:**

- Application Authorization
- Certification of Equal Employment Opportunity Plan (EEO) Form
- General Conditions and Assurances
- Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements
- Resolution of Participation and Certification of Recording Officer
- Federal Financial Accountability and Transparency Act Information Form
- Audit Requirements Form
- Accounting System and Financial Capability Questionnaire

**NOTE: ONLY COMPLETE APPLICATIONS CAN BE PROCESSED. ABOVE ITEMS MUST BE SUBMITTED WITH THE APPLICATION. DO NOT STAPLE APPLICATIONS.**

## Applicant Information Form

Official Name of Applicant Agency:  
Gloucester County Prosecutor Office

Address: P.O. Box 623

City/State: Woodbury, NJ

08096-4606

County: Gloucester

Implementing Agency (if different than applicant):

Agency Website:

10/1/14-9/30/15

Federal ID Number: 20-60000660

[www.co.gloucester.nj.us/depts./p/prosoffice](http://www.co.gloucester.nj.us/depts./p/prosoffice)

Charitable Registration Number (If nonprofit & not exempt):

Have there been any findings filed against the agency in regard to its charitable status?

Yes  No If yes, please explain on a separate sheet.

New Jersey Business Registration Certificate:

Name and Title of Chief Executive/Agency Director: Sean F. Dalton, Prosecutor

Street Address, City, State, Zip Code +4 (if different from above)

Telephone: 856-384-5534

Ext.

Email: [sdalton@co.gloucester.nj.us](mailto:sdalton@co.gloucester.nj.us)

Fax: 856-384-8625

Name and Title of Project Director: Eileen Caraker SART/FNE Coordinator

Street Address, City, State, Zip Code +4 (if different from above)

Telephone: 856-384-5555

Ext.

Email: [ecaraker@co.gloucester.nj.us](mailto:ecaraker@co.gloucester.nj.us)

Fax: 856-384-3552

Name and Title of Contact Person: Eileen Caraker

Street Address, City, State, Zip Code +4 (if different from above)

Telephone: 856-384-5555

Ext.

Email: [ecaraker@co.gloucester.nj.us](mailto:ecaraker@co.gloucester.nj.us)

Fax: 856-384-3552

Name and Title of Chief Financial Officer: Gary Schwartz, County Treasurer

Street Address, City, State, Zip Code +4 (if different from above)

Telephone: 856-853-3322

Ext.

Email: [gschwarz@co.gloucester.nj.us](mailto:gschwarz@co.gloucester.nj.us)

Fax: 856-251-6778

Name and Title of Fiscal Contact Person: Amanda Liberto

Street Address, City, State, Zip Code +4 (if different from above)

Telephone: 856-859-3356

Ext.

Email: [aliberto@co.gloucester.nj.us](mailto:aliberto@co.gloucester.nj.us)

Fax: 856-251-6778

[FFY2014 VOCA CONTINUATION APPLICATION 09/2014]

Agency Information Form

Name of Agency/Applicant: Gloucester County

Project Title: Gloucester County SART/ SANE Program

Project Specific Information

This Project Provides:

- Outreach Services, Legal Services, Training, Direct Services, Other (Please Describe) Medical Forensic Exam

Project Service Area: Indicate the service area of this project by county or municipality name(s). Write statewide if all counties in New Jersey will be served by this project. Gloucester County

Project Population Served: Is this project servicing a special population group or underserved population of victims? (for example, Spanish-speaking, Latino, African American, Disabled, Elderly, etc.). Yes No

If yes - indicate the population(s):

Agency Specific Information

Indicate if your agency provides the following services/programs to crime victims:

Core Services

- Emergency/crisis response, Criminal Justice advocacy, Legal advocacy, Courtroom advocacy, Housing advocacy, Financial advocacy, Legal services, Emergency financial assistance, In-person information/referral, Telephone information/referral, Economic development/networking services for victims, Services for the children of victims, Shelter, Transitional Housing, Long term counseling, Short term counseling, Support groups, Victim outreach, Community Education, Hotline

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

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

NJ Victims of Crime Act  
Sexual Assault Response Team/  
Sexual Assault Nurse Examiner Program  
Gloucester County - Grant :VS-29-14

### Gloucester County

Gloucester County is a suburban and rural county containing several small urban communities located in southern New Jersey. Gloucester County is one of the fastest growing counties in New Jersey with the current population estimated at approximately 266,000 residents. Gloucester County's population continues to surge at an extremely rapid rate. There are twenty-four (24) separate municipalities that make up Gloucester County's ever growing diverse population. The County is also home to Rowan University and Gloucester County Community College. Several major highways such as the New Jersey Turnpike, Atlantic City Expressway, Interstate 295 and State Highway 55 pass through the county giving gang members, drug couriers, violent offenders and other transient criminals, easy access from the major surrounding cities. Gloucester County is in close geographic proximity of Camden, NJ and Philadelphia, PA. Both of these cities have been plagued by skyrocketing levels of violent crime. The Sexual Assault Response Team in Gloucester County provided care and treatment to 82 patients between 10/13 and 9/14.

Sexual Assault is a traumatic, potentially debilitating crime, which requires collaboration and specialized professional responses from the medical community, law enforcement and counseling services. The dignified, compassionate and well-organized treatment of victims is an essential element in creating an environment in which individuals feel safe reaching out for support and assistance. Without this type of response, efforts to help victims are often fractured and ineffective. Nationwide victimization studies and surveys demonstrate victims seeking health care services and/or report this crime, are re-victimized by the system. These attitudes directly result in low quality health care interventions for victims and poor investigations in which fragile information and evidence is not documented. Poor investigations produce charges, which cannot be prosecuted, defendants who will not be held accountable and most importantly victims who are at a greater risk of being re-victimized.

Gloucester County has had a SART response with 24/7 access for victims since June 1997. The SART team has followed the standard set forth for providing services to survivors of sexual assault. These standards set forth to create a victim-centered response. The foundation of the SART includes a Forensic Nurse Examiner (FNE), Law Enforcement and Rape Care advocate. Gloucester Counties SART was created in response to Emergency Department nurses recognized that the needs of these patients were unique and required a team response. The County SART advisory board includes, representatives from Victim witness, Rape care advocate program( Services Empowering the Rights of Victims), representation of Emergency Departments, including Inspira-Woodbury Hospital and Kennedy Memorial hospital, Div of Criminal Justice, Prosecutor for sex crimes, GCPO detectives and Division on Women. The SART advisory board meets quarterly and together, has worked on refining the response and exchange of information between disciplines. Multidisciplinary cross training has been provided and is an ongoing project in the county.

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## Project Needs

The identified needs for the SART/FNE program include maintaining SART communication, SART training (advocates, nurses, health care, prosecutors, law-enforcement, college staff), in-service for forensic nurses (clinical issues). Project needs will be reviewed in goals and objective section narrative.

## Goals and Objectives

The goal of this grant is to continue to implement the Attorneys General's, Standards for providing Services to Victims of Sexual Assault, to improve the county's response and to provide the professional cross training and collaboration in order to do so. The funding will enable the program to continue to operate as presently designed. The goals of the SART/FNE Program are to minimize the physical and psychological trauma to victims of sex crimes; address health care concerns for the victims; maximize the probability of collecting/preserving potential physical evidence for possible use in prosecution; and address important issues surrounding the collection of medical and legal information.

The grant funds will enable the standards to thrive as a result providing a victim centered approach that will support victims of sexual assault. In doing so, we have set forth the following objectives to meet the goals of the program:

**(1) *Maintain a functioning SART/FNE Program to ensure care of sexual assault victims.*** The coordinator of the SART/FNE Program will continue to: maintain the current team of nurses and continue to recruit experienced nurses; maintain staff meetings to maintain communication, training and skills as well as to provide support for the FNE; and maintain quarterly Advisory Board meetings.

***Method:*** Success will be measured by the presence and participation of the FNE's operating within the program at meetings, trainings and in their duty as on-call providers. Success of the Advisory Board will be measured by participation of the agencies and facilities are active members of the Advisory Board as evidenced by attendance at the quarterly meetings.

**(2) *Provide timely and compassionate care to victims of sexual assault.*** A Sexual Assault Response Team (SART) will respond to every case of sexual assault involving adolescent, adult and child victims that have been determined appropriate for a medical forensic examination. Forensic Nurses will assess the medical and psychosocial concerns of each victim and facilitate or make referrals, as considered necessary, to address medical, psychological and/ or social services needs. The SART will document its response time and the duration of the examination and refer the victim to appropriate follow-up services.

The goal is to achieve a response time of less than one hour from the initial contact and to complete the examination, including documenting the medical and forensic history, in a timely manner.

**Method:** Success will be measured by reviewing process improvement data which is collected on all cases and implementing changes to the SART process.

- (3) ***Ensure integrity of evidence collection and documentation in cases of sexual assault.*** A Forensic Nurse Examiner (FNE) will collect forensic evidence using state of the art equipment and techniques in every case of sexual assault involving pediatric, adolescent, and adult victims. The Program Coordinator will communicate with forensic scientists from the New Jersey State Police Laboratory and the Prosecutor's Office staff to implement, review, and improve all relevant procedures. Following each case, the forensic chart will be reviewed by the Program Coordinator for quality assurance and a report will be reviewed the FNE who performed the forensic medical examination.

**Method:** Success will be measured by monitoring process improvement form and feedback from the state crime lab.

- (4) ***Increase public awareness of the FNE/SART Project.*** The Gloucester County Prosecutor's Office will issue press releases, distribute literature, and provide informational projects for schools, College (Rowan, GCC), law enforcement agencies, and community organizations describing the SART/SANE Project. Will develop literature for college to assist in activation of SART.

**Method:** Success will be measured by asking college students and public about their previous knowledge of the project.

- (5) ***Maintain hospital sites to accommodate victims.*** The SART/FNE Program will maintain current affiliation agreements with the designated SART sites within the County. The hospitals provide adequate space for conducting Sexual Assault Forensic Examinations in accordance with the Attorney General's *Standards for Providing Services to Victims of Sexual Assault*. The grant will provide for all
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There are currently 10 Forensic Nurse Examiners working within the program. Each nurse is responsible to cover approximately 40 hours of call per calendar month. All of the Forensic Nurse Examiners are certified and licensed as required by the State of New Jersey. The current list of Forensic Nurse Examiners includes:

- Eileen Caraker
- Maureen Love
- Kathleen Lynch
- Karen Martin
- Denise Oriente
- Gretchen Raimondo
- Brittany Savage
- Leanne Shannon
- Lori Urassio
- Desiree Wright

#### **EVALUATION OF SART/ FNE PROJECT GOALS**

The SART/ The FNE Coordinator will meet with Prosecutor's Office Staff and SART Advisory Board to evaluate the effectiveness of the program and if the program is achieving its goals. The criteria for evaluation will include feedback from victims, law enforcement personnel including forensic scientists from the State Police Laboratory, and rape care advocates. A detailed review of all statistical and narrative reports as required pursuant to project guidelines will be evaluated quarterly.

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other equipment necessary to conduct these examinations with the exception of the evidence collection kits which are to be provided at the cost of the County.

*Method: Success will be measured by SART feedback forms.*

**(5) Partnership with county agency.** The SART/FNE program is on the Sexual Assault Task Force, the mission of the task force is to develop a Sexual Assault Survivors Guide for students, faculty and staff. The SART/ FNE coordinator will participate and provide education for SART activation for students. The SART/FNE coordinator is on the Sexual Assault Coalition for Gloucester, Camden and Cumberland County. The SART has collaborated with the court to provide space in the FNE waiting room for electronic temporary restraining order via the web. Victims of sexual violence have requested restraining orders in the past and will be able to utilize this service. FNE coordinator is a member of Rowan University Sexual Violence Prevention Task Force, DV Advisory board county of Gloucester. The FNE Coordinator is the Co-Chair for the Governor's advisory board against sexual violence. The FNE Coordinator is also a member of the Education committee and Vision 21 capacity building committee.

*Method: Success will be measured by the collaborative projects coming to fruition*

### Project Management

The SART/ The FNE Coordinator is Eileen Caraker, Audrey Curwin – Asst. Prosecutor, Gina Ridge- Dir Services Empowering the Rights of Victims, Kris Gallagher- Victim Witness, Staci Lick-GCPO Detective, June Long, Inspira-Woodbury Hospital, Alice Ferell –Kennedy Memorial Hospital, Div, of Criminal Justice, Div on Women are members of the Sexual Assault Response Team Advisory Board. The SART continues to meet the standard of providing Victim Centered care while concurrently assessing the impact the program has in victims through outcome criteria. The project management staff has been part of the SART for over 15 years.

The SART team has continued its ongoing commitment to providing services to victims of Sexual Violence in Gloucester County. The members participate in on-going education to ensure that we are providing the best possible service to victims of violence.

# Curriculum vitae

*Eileen Caraker, MSN, RN, FN-CSA  
SANE-A, SANE-P  
P.O. Box 623  
Woodbury, NJ 08096  
856-384-5555  
[ecaraker@co.gloucester.nj.us](mailto:ecaraker@co.gloucester.nj.us)*

## **EMPLOYMENT HISTORY:**

### **Gloucester County Prosecutors' Office – January 2000 to Present**

- Sexual Assault Response Team (SART) Coordinator- Responsible for coordinating SART services from multidisciplinary team
- Sexual Assault Nurse Examiner (SANE) Coordinator- responsible for supervising 12 Forensic Nurses, clinical, financial and programmatic aspects of program
- Forensic Nurse Examiner
- Grant Manager

### **Wilmington University –Adjunct Professor – Jan 2013 to Present**

- Adjunct Professor Nursing Department  
North Dupont Highway, New Castle DE

### **Gloucester County Prosecutors' Office – 1999-2004**

- Multidisciplinary Team Coordinator (created MDT review team in GC)  
Child Abuse Unit  
Responsible for conducting meeting including law-enforcement, victim witness, DYFS, Prosecutor, Center Children Support to review new and ongoing cases to assure services are in place for child victim and family.

### **Underwood- Memorial Hospital – 1995- 2001**

- Nurse Educator, Emergency Department- Responsible for orientation , continuing education, standards of care for the Emergency Department  
Critical care education
- SANE Coordinator- 1997-present  
Coordinated sexual assault response team, coordinate SANE nurses, provide education ED, SANE Law-enforcement, Prosecution

### **Underwood- Memorial Hospital – 1994-1995**

- Emergency Department Nurse- Responsible for care of patients in Emergency department across the life span

### **Summit Surgical Center- 1990 -1994**

- Nurse Manager Recovery Room
- Responsible patient care, education staff, scheduling, police & procedures

### **Haddon Oral Surgeons- - 1988-1990**

- Administered sedation to patients during oral surgery, manage clinical staff
- Responsible, monitoring, administering and recovering patient from surgery

## **EDUCATION:**

- **Master of Science in Nursing – 2010- 2012**  
**MSN- Nursing Education**  
Wilmington University  
Wilmington Delaware  
Leadership track – Nurse Educator
-

Candidate for graduation 8/12

- **Bachelor of Science in Nursing** – 1987-1992  
LaSalle University  
Philadelphia Pa
- **Diploma Nursing RN / Ass. Science-** 1983-1986  
Helene Fuld School of Nursing  
Camden County College
- **Sexual Assault Nurse Examiner Course** - 1997  
University of Pennsylvania
- **Sexual Assault Nurse Examiner Course** - Aug 17-21 2000  
Adult, Adolescent, Pediatric Aug 14-18, 2000  
Office of Attorneys General – Texas  
Certification: SANE-A, SANE-P

➤ **LICENSURE:**

Registered Professional Nurse  
State of New Jersey  
Division of Consumer Affairs  
Board of Nursing  
Forensic Nurse –CSA (Certified Sexual Assault)  
State of New Jersey  
Division of Consumer Affairs  
Board of Nursing

**CERTIFICATIONS:**

- Forensic Nurse Certified in Sexual Assault FN-CSA  
State of New Jersey  
Division of Consumer Affairs  
NJ Board of Nursing
- National Certification SANE P (pediatric)  
International Association of Forensic Nurses
- National Certification SANE A (adult, adolescent)  
International Association of Forensic Nurses
- HOT(Hybrid online training) certification -Wilmington University 2013
- National Institute of Health Office of Extramural Research  
Protecting Human Research 2/2011
- Intravenous Insertion and Therapy Certification
- Basic Life Support and re-certification as necessary
- Critical Care Certification
- Dysrhythmia Certification
- I.V. Certification
- Advanced Cardiac Life Support
- Basic Life Support
- Basic Life Support Instructor
- Capillary Blood Glucose Instructor
- Emergency Pediatric Course
- Emergency Pediatric Nurse Course Instructor
- Trauma Nursing Core Course

**TEACHING/ PRESENTATIONS:**

- Adjunct Professor –Wilmington University
- Instructor The College of NJ - SANE course, clinical surrogate
- Instructor Gloucester County College- SANE course, clinical surrogate
- Instructor Wilmington University SART  
The SART/SANE Model
- Instructor Gloucester County Police Academy Police Officers  
monthly certification -law- enforcement SART
- Instructor Gloucester County Police Academy Recruits law- enforcement SART
- Instructor- Underwood- Memorial Hospital Nurses monthly in-service -SART, DV, Child abuse
- Instructor- Kennedy- Memorial Hospital Nurses in-service -SART, DV, Child abuse
- Instructor Rape care advocate program quarterly orientation  
The SART/SANE Model
- Instructor Gloucester County prosecutor Office  
Conference – Domestic Violence – law-enforcement
- Video- STOP Violence against women grant  
Participant in film: Alliance of Local Service Organization (ALSO). Educational film successes in the field of  
domestic violence and sexual violence initiatives related to STOP Violence Against Women Formula Grant  
Program- film used for use of promotional efforts for public awareness of our services- 2011
- Video- Rowan University “It’s not OK”
- Video Rowan University “SART”
- Video Rowan University “It’s not OK II”

**COMMITTEE MEMBERSHIP:**

- Co-Chair  
Governor Advisory Council against Sexual Violence current
  - Director Forensic Nurse Coordinators Association current
  - Secretary NJ International Association of Forensic Nurses current
  - Gloucester County Coalition Against Sexual Violence current
  - Vision 21 Building Capacity DCJ current
  - New Jersey Forensic Nurse Educator Comm. current
-

- Sexual Assault Nurse Examiner Coordinator DCJ current
- NJ Sexual Assault Evidence Kit revision current
- NJ Drug Facilitated Sexual Assault kit revision current
- Case review- Quality assurance current
- Coalition for Prevention & Education of Sexual Violence current
- Gloucester County Domestic Violence Working Group current
- DYFS Advisory Board current
- Member MDT – Child abuse team current
- Research Nursing Council – Underwood-Memorial current
- Created MDT - Coordinator MDT Gloucester County past
- Advisory Board Missing and Abused Children past
- Board of Director NJ International Ass. of Forensic Nurses past
- Gloucester County Save the Children Task Force past
- Attorney General Coordinating Council DCJ past
- Attorney General Standard for Providing Services to Victims of Sexual Assault - Revision sub-comm. past
- Emergency Nurses Association past

**PROFESSIONAL MEMBERSHIPS:**

- International Association of Forensic Nurses (IAFN)
  - New Jersey Chapter of the IAFN (NJIAFN)
  - New Jersey Association of Forensic Scientists (NJAFS)
  - New Jersey Chapter of the IAFN
  - American Professional Society of the Abuse of Children (APSAC)
  - Sigma Theta Tau International- Honor Society
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**AWARDS AND ACHIEVEMENTS:**

- > Student Commencement speaker – Graduation class 2013  
Wilmington University
- > 2012 Women of Achievement -Gloucester County Commission for Women and the American Association of University Women of Greater GC
- > Induction Sigma Theta Tau International Member- Nursing Honor Society 2012
- > Service Empowering Right of Victims- Service award for Victims of Violence
- > Trial Expert Witness for Sexual Assault Case  
Gloucester and Camden County

**CONTINUING EDUCATION:**

Sexual Assault Nurse Examiner Course  
University of Pennsylvania                      Nov 10-12, 1997  
(27.4 contact hours)

Sexual Assault Nurse Examiner Course  
Adult, Adolescent                      Aug 17-21 2000  
Pediatric, Courtroom                      Aug 14-18, 2000  
Office of the Attorney General – Texas  
Certification – Adult, & Pediatric CA/CP SANE

International Association of Forensic Nurses  
8<sup>th</sup> Annual Scientific Assembly – Oct 2000  
(16 contact hours)

International Association of Forensic Nurses  
10<sup>th</sup> Annual Scientific Assembly  
Minneapolis, Minnesota                      Oct 9-13, 2002  
(17.7 contact hours)

SART Training Conference  
Second National Conference  
New Orleans, Louisiana                      May 21-23, 2003  
(14.4 contact hours)

International Association of Forensic Nurses  
11<sup>th</sup> Annual Scientific Assembly                      September 24-28, 2003  
Las Vegas Nevada  
(20.3 contact hours)

Division of Criminal Justice  
SANE Training  
Documentation, Narration                      October 2003  
(3 contact hours)

Division of Criminal Justice  
SANE Training  
Documentation, Narration                      October 17, 2003  
(3 contact hours)

Division of Criminal Justice  
SANE Training

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New Jersey IAFN  
Middlesex Fire Academy  
Sayreville, New Jersey April 2007  
(2 contact hours)

Sexual Assault: From Crime Scene to the Courtroom  
New Jersey Association of Forensic Scientists (NJAFS)  
Atlantic City, New Jersey April 2007  
(8 contact hours)

IAFN Regional Symposium  
NJ State Police Crime Laboratory  
Hamilton, New Jersey May 2007  
(6 contact hours)

26<sup>th</sup> Annual UC Davis Child Abuse and Neglect Conference  
University of California September 17-19, 2007  
(17.5 contact hours)

MAGLOCLLEN Tenth Annual Sex Crimes Conference  
The Seaview Marriott  
Galloway Township, New Jersey November 2007  
(24 contact hours)

Forensic Odontology  
The Seaview Marriott  
Galloway, New Jersey November 2007  
(1.5 contact hours)

Evidence & Photography in Sexual Assaults  
The Seaview Marriott  
Galloway Township, New Jersey November 2007  
(1.5 contact hours)

Recognition & Documentation of Injuries Associated with Child Abuse  
The Seaview Marriott  
Galloway Township, New Jersey November 2007  
(1.5 contact hours)

Preparing to Testify  
The Seaview Marriott  
Galloway Township, New Jersey November 2007  
(1.5 contact hours)

Pediatric Sexual Assault Nurse Examiner Program  
Monmouth University  
NJSNA April 17, 29 2008  
(25.5 contact hours)

International Association of Forensic Nurses  
16<sup>th</sup> Annual Scientific Assembly September 17-20, 2008  
Dallas Texas  
(24.5 contact hours)

Fundamentals of Sexual Violence Training

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The Administrative Office of the Courts Criminal Practice Division  
Trenton, New Jersey March 2008

Center for family Services  
Sexual Assault awareness Workshop  
Gloucester County Superintendents office  
IAFN Virtual Practicum- Forensic Nurse Care of the patient  
DVD April 24, 2008  
(12.5 contact hours)

NJ IAFN Regional Symposium  
Child Sexual Abuse Case Studies, Domestic Violence & Sexual Assault, Human Trafficking, Sexting  
November 2009  
(6.5 contact hours)

The College of New Jersey  
Division of Criminal Justice  
Clinical skills update June 24, 2009  
(4 contact hours)

NJ IAFN Spring Workshop:  
Documentation, Critical Thinking, Injury Identification, Photography  
New Jersey, State Police Lab  
Hamilton, NJ May 2010  
(6 contact hours)

International Association of Forensic Nurses  
18<sup>th</sup> Annual Scientific Assembly  
Pittsburg, PA October 27-30, 2010  
(15 contact hours)

NJ IAFN Fourth Annual Forensic Nursing Conference: November 2010  
Professional Fatigue, Bipolar Disorder, NJ State Police lab, Sexual assault/Abduction  
Seaview Resort and Spa  
Galloway, NJ  
(7 contact hours)

SAFE (Sexual Assault Forensic Examiner) ta source  
Adolescent Issues webinar  
Webinar  
(90 minutes-contact hours) May 10, 2011

CHAMP Quarterly Educational Case Review  
Solving a mystery of Child Sexual Abuse  
Upstate Medical University  
(1 contact hour) May 4, 2011

SAFE (Sexual Assault Forensic Examiner) ta source  
Transgendered Survivors; Statistics, Stories, and Strategies  
Webinar June 30, 2011  
(90 minute- contact hours)

International Association of Forensic Nurses  
19<sup>th</sup> Annual Scientific Assembly

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Montreal Quebec Canada            Oct 19-22, 2011  
(22 contact hours)

National Child Advocacy Centers  
Medical Training Academy  
Philadelphia Pa -                    Nov 3-5, 2011  
(19.5 continuing education credits)

CHAMP Quarterly Educational Case Review  
Pediatric case review  
Upstate Medical University            Nov 8, 2011  
(1 contact hour)

IAFN Regional Symposium –Mass Disasters-Nurses Role, Pediatric Injury vs. Normal Variants', Research Study Results  
The Seaview Marriott  
Galloway Township, New Jersey    Nov 29, 2011  
(8 contact hours)

SAFE (Sexual Assault Forensic Examiner) ta source  
Effective and Ethical Testimony Webinar  
Webinar  
(90 minutes-contact hours)            April 10, 2012

CHAMP Quarterly Educational Case Review  
Pediatric case review  
Upstate Medical University  
(1 contact hour)                            May 10, 2012

IAFN Regional Symposium  
6<sup>th</sup> Annual Forensic Nursing Seminar  
Galloway Township, NJ  
(6 contact hours)                        May 11, 2012

National Child Traumatic Stress Network  
Responding to High Profile Child Sexual Abuse after Penn State  
Webinar  
(1.5 contact hour)                        May 29, 2012

CARES Institute Child Abuse Research Education & Service  
Assessing Child Maltreatment in Multicultural Population: Engaging in dialogue with children and caretakers who are different than  
you  
(2.5 hour- contact hours)                June 13 2012

IAFN Webinar  
Virginity, - Myths, Mystery, Madness  
Online Webinar  
(1 contact hour)                            Aug 7, 2012

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The Southern NJ Prosecutor Office  
6<sup>th</sup> annual conference  
Gang Activity, Sexual Predators, Invasion of Privacy and Internet Safety  
Washington High school                      Aug 15, 2012

CHAMP Quarterly Educational Case Review  
Pediatric case review  
Upstate Medical University  
(1 contact hour)                                      Oct 11, 2012

Gloucester County missing and abused children  
Understanding Human Trafficking of Children  
Conference  
(4 contact hours)                                      Nov 7, 2012

CHAMP Quarterly Educational Case Review  
Pediatric case review Webcast  
Upstate Medical University  
(1 contact hour)                                      Nov 8, 2012

IAFN Webinar  
HIV PEP Following Sexual Assault  
Online Webinar  
(1.5 contact hour)                                      Nov 19, 2012

IAFN Regional Symposium –  
Strangulation, LGBTQ youth, Adolescent Health  
The Seaview Marriott  
Galloway Township, NJ  
(4.75 contact hours)                                      Nov 27, 2012

IAFN Regional Symposium  
Beyond SANE- Expanding  
Online Webinar -live  
(1 contact hour)                                      Nov 29 2012

CHAMP Quarterly Educational Case Review  
Pediatric case review Webcast  
Upstate Medical University  
(1 contact hour)                                      Dec 6 2012

SAFE (Sexual Assault Forensic Examiner) ta source  
Sexual Assault and Minors Evaluation  
Webinar  
(1.5-contact hours)                                      Dec 6, 2012

CHAMP Quarterly Educational Case Review  
Pediatric case review  
Upstate Medical University  
(1 contact hour)                                      Jan 17, 2013

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**COORDINAOR OF FORENSIC NURSE EXAMINERS  
SEXUAL ASSAULT NURSE EXAMINER COORDINATOR  
SEXUAL ASSAULT TEAM COODINATOR  
JOB DESCRIPTION**

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**JOB TITLE:** COORDINAOR OF FORENSIC NURSE EXAMINERS  
SEXUAL ASSAULT NURSE EXAMINER COORDINATOR  
SEXUAL ASSAULT TEAM COORDINATOR

**REVISED DATE:** May 2012

**MAIN FUNCTION:** The Forensic Nurse Coordinator will supervise the Sexual Assault Nurse Examiners. He/ She will have overall responsibility to insure the standards for providing services to survivors of sexual assault are upheld.

The Sexual Assault Response Team Coordinator will coordinator the Sexual Assault Response Team

**REPORTS TO:** Gloucester County Prosecutor's Office

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**CONTACTS:** Hospital Administration, Sexual Assault Nurse Examiners, Nurses, Physicians, County prosecutor, Victim advocacy agencies, Rape Care Advocates, law enforcement officers, patients and families.

**EDUCATION:** Graduate of an NLN accredited Nursing Program, Completion of Sexual Assault Examiner Education Program. Current New Jersey Registered Nurse license.

**EXPERIENCE:** Clinical experience within the last three years:

- Certified Sexual Assault Nurse Examiner
- Current Forensic Nurse physical and clinical assessment skills
- Experience in crisis intervention preferred
- Experience in the care of sexual assault victims
- Experience in coordination of nursing care services
- Experience in nursing program development

**PHYSICAL DEMANDS:** Moderate physical effort.

**WORKING CONDITIONS:** Works out of Emergency Department (ED), Hospital, may be exposed to unpleasant conditions and environment.

**HAZARDS:** May be exposed to communicable diseases and electrical hazards.

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**ESSENTIAL DUTIES & RESPONSIBILITIES:**

- \* Functions as the Sexual Assault Response Team Coordinator
  - \* Supervise and direct Forensic Nurse Coordinator/ Sexual Assault Nurse Examiners
  - \* Enhance, develop and implement patient, community and law enforcement educational programs.
  - \* Enhance, develop and implement community SART programs.
  - \* Facilitator in Sexual Assault Response Team meetings and committees.
  - \* Orientation Sexual Assault Nurse Examiners.
  - \* Complete performance appraisals on Sexual Assault Nurse Examiners.
  - \* Insure program is operating in accordance with mandatory regulations.
  - \* Insure program is meeting the standards set forth by the Division of Criminal Justice.
  - \* Attends Sexual Assault Nurse Examiners Coordinator Council and Sexual Assault Response Team Coordinators meetings, Trenton N.J.
  - \* Completes process improvement report quarterly.
  - \* Maintains patient activity log, administrative records /statistics
  - \* Liaison with hospital
  - \* Arrange for / provides training of SANE nurses
  - \* Monitor function of Sexual Assault Response Team on a continual basis.
  - \* Insures coordination with Law enforcement officer, Rape Care Advocacy, Victim Witness and Sexual Assault Nurse Examiners.
  - \* Authorize expenditure of funds for services in scope of grant.
  - \* Maintain applicable financial records.
  - \* County and State Committee membership to enhance services for victims of sexual violence
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**INDEPENDENT CONTRACTOR AGREEMENT  
BETWEEN  
THE COUNTY OF GLOUCESTER  
AND  
MAUREEN LOVE**

This Contract is effective on the 1<sup>st</sup> day of October, 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 **MAUREEN LOVE**, of 465 Bethel Mill Road, Sewell, NJ 08080 hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for the provision of emergency department services for the Gloucester County Prosecutor's Office Sexual Assault Nurse Examiner ("SANE") Project; and

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

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

**TERMS OF AGREEMENT**

1. **TERM.** This Contract shall be effective for the period commencing October 1, 2014 and concluding on September 30, 2015.

2. **COMPENSATION.** Contractor shall be compensated consistent with the compensation schedule which is attached as Schedule A. Contractor's total compensation shall not exceed \$17,000.00. The County shall not withhold taxes or Social Security payments.

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

County shall not be required to purchase any minimum amount of services.

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.

Contractor and County acknowledge that pursuant to a Memorandum of Understanding between the County and the State of New Jersey Department of Law and Public Safety, Division of Criminal Justice, actual payment shall be made directly to Contractor on behalf of the County by the Division.

3. **DUTIES OF CONTRACTOR.** During the term of this Agreement, Contractor, as an independent Sexual Assault Nurse Examiner, shall fulfill the requirements of the SANE Program. The specific duties shall include those described on the attached Schedule B.

In addition, Contractor agrees to abide by the rules, regulations and code of ethics of the participating agencies, including

those set forth in the Affiliation Agreement between Inspira Medical Center Woodbury, Kennedy Memorial Hospital/University Medical Center-Washington Township Campus, and the Gloucester County Prosecutor's Office, and maintain a high quality of care and patient confidentiality.

Contractor understands that she will receive a performance evaluation based on the job description after a minimum of six months with the program, and then annually.

Contractor specifically represents as follows:

- A. Contractor has met the qualifications as set forth by the "Sexual Assault Nurse Examiner" job description.
- B. Contractor agrees to take on-call shifts. Contractor must provide a minimum of 40 hours on call per month including weekend and holiday hours.
- C. Contractor agrees to comply with all requirements set forth in the Sexual Assault Nurse Examiner Training Standards.

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.** If the Contractor is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend.

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

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

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

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

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

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

E. Notwithstanding the above, the Contractor 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 assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

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

**9. INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain Professional Liability and Workers' Compensation insurance in amounts and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

**10. PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended

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without liability for the period during which the County is so prevented.

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

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

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

14. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

15. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Vendor based on the merits and abilities of Vendor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the Vendor has neither made a contribution that is reportable as required by the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract; nor will it make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

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

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

**THIS CONTRACT** is effective on the 1<sup>st</sup> day of October, 2014.

**IN WITNESS WHEREOF**, the Gloucester County Purchasing Agent, pursuant to authority granted to him and set forth in the County Administrative Code has executed this Agreement and Contractor's authorized representative has executed this Agreement on the date indicated herein.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ANDREA LOMBARDI,**  
**PRINCIPAL CLERK TYPIST**

\_\_\_\_\_  
**PETE MERCANTI,**  
**PURCHASING AGENT**

**WITNESS:**

\_\_\_\_\_  
**MAUREEN LOVE**

**MEMORANDUM OF AGREEMENT  
BETWEEN INSPIRA MEDICAL CENTER WOODBURY AND  
KENNEDY HEALTH SYSTEM  
AND THE GLOUCESTER COUNTY PROSECUTOR'S OFFICE**

The purpose of this memorandum is to state the agreement between Inspira Medical Center Woodbury (hereinafter IMCW), Kennedy Health System, Washington Township Campus (hereinafter KMH-WTD) and the Gloucester County Prosecutor's Office (hereinafter GCPO) regarding the Gloucester County Forensic Nurse Examiner (hereinafter FNE) Program.

1. County Prosecutor Sean F. Dalton designates IMCW and KMH-WTD as Gloucester County FNE facilities. This agreement is effective for a one (1) year term beginning October 1, 2014.
  2. The purpose of the FNE Program is to establish a specialized program for the examination and treatment of sexual assault victims.
  3. The Gloucester County FNE Program is headed by the Gloucester County Prosecutor. The FNE Program will be supervised by an Advisory Board consisting of a representative of the Office of the Attorney General of the State of New Jersey, the Gloucester County Prosecutor or his designated representative, a representative of the Office of Victim/Witness Advocacy of the GCPO, the Gloucester County FNE Program Coordinator, a representative from IMCW, a representative from KMH-WTD, and a representative from Services Empowering the Rights of Victims (SERV).
  4. IMCW and KMH-WTD agree to provide separately designated areas at IMCW and KMH-WTD for forensic medical examination. These services will be available twenty-four hours a day, seven days a week. IMCW and KMH-WTD will permit the use of these facilities by approved professional registered nurses, nurse practitioners or clinical specialists licensed in New Jersey. These nurses will have completed American Nurse Credentialing Center (ANCC) approved SANE training program, and any other laws or regulations adopted regulating the practice and training of forensic nurse sexual assault examiners. These nurses will have certification from the Board of Nursing in the specialty of Forensic Nursing – Certified Sexual Assault (FN-CSA). IMCW and KMH-WTD will also require these nurses to successfully complete an orientation program in order to staff this program.
  5. The hospital will prepare and maintain a medical record for every patient who presents at the hospital seeking medical evaluation and/or treatment, as required by N.J.S.A. 26:8-5. The hospital will maintain the confidentiality of all medical records created as a result of a forensic medical examination and will use its best efforts to ensure that such records are not generally available for review by hospital employees unless the individuals in question are involved in the treatment of a particular patient who has received a forensic medical examination.
  6. It is agreed that the FNE nurses will work cooperatively with the state recognized rape care advocacy group, SERV, as well as the Office of the Victim/Witness Advocacy of the GCPO, and the investigating law enforcement officer(s). This multidisciplinary crisis response team approach is termed Sexual Assault Response Team (SART). The SART will assist with the medical, emotional, informational, and evidentiary needs of the victim. Communications with the components of the SART will be initiated only after receiving the patient's consent to do so.
  7. The hospital shall provide, to all patients who present, a medical screening examination and any required treatment in accordance with the requirements of the Emergency Medical Treatment and Labor Act (EMTALA) (42 USC Sec. 1395dd), unless the patient affirmatively declines such medication examination and/or treatment in writing. It is agreed that the Gloucester County FNE Program will refer those cases involving injury or disease beyond the scope and training of the nurse examiner to physician treatment in the emergency department, or other appropriate treatment in the hospital, which shall be IMCW's and KMH-WTD's facilities if circumstances permit.
  8. All sexual assault victims in Gloucester County will be given the choice of IMCW or KMH-WTD's Emergency Department outpatient treatment facilities for forensic medical examination and treatment.
  9. All sexual assault victims in Gloucester County will be examined in the respective emergency department consistent with the requirements of EMTALA as specified in paragraph 7 above.
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10. Notwithstanding the foregoing in paragraphs 8 and 9 above, the hospital may provide medical treatment to patients in any age category, as provided by N.J.S.A. 26:2H-12.8.
11. It is agreed that the GCPO will compensate the FNE nurses for each forensic medical examination and on-call pay as outlined in the Compensation Schedule. IMCW and KMH-WTD agree that there will be no patient or other third party billing for these services.
12. The FNE nurses will be paid by the GCPO from grant funding sources and will be compensated as agreed in Purchase of Service Agreement between themselves and the GCPO and/or IMCW and KMH-WTD.
13. FNE nurses shall maintain professional liability insurance, at their own expense, and provide proof of such coverage to FNE Coordinator upon request.
  
14. Should any statement in this agreement be inconsistent with the Sexual Assault Standards and Protocols issued by the Office of the Attorney General of the State of New Jersey, then the Sexual Assault Standards and Protocols shall be deemed to take precedence over this agreement.
15. Parties to this agreement may elect to terminate the agreement, with or without cause, after providing sixty (60) days written notice to all other parties. Such notice shall be transmitted by the United States Postal Service, via certified, return receipt mail.

Signed:

\_\_\_\_\_  
Sean F. Dalton  
Gloucester County Prosecutor

Dated: \_\_\_\_\_

\_\_\_\_\_  
Eileen K. Cardile, MS, RN  
President and Chief Executive Officer  
Inspira Medical Center Woodbury

Dated: \_\_\_\_\_

\_\_\_\_\_  
Joseph W. Devine,  
President and Chief Executive Officer  
Kennedy Health System

Dated: \_\_\_\_\_

cc: Eileen Caraker, RN., Gloucester County Forensic Nurse Program Coordinator

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**Project Work Plan**

**Victims of Crime Act (VOCA) Grant Program**

Project Name: Gloucester County SART/FNE

Objective	Activity	Projected Start-up & Completion Dates (Do not use on-going)	Person Responsible
Professional cross training for SART Attorney General's Standard for providing Services to Victims of Sexual Assault	Training for law Enforcement, detectives, SERV, FNE, Emergency Department	2014-2015 Monthly	Eileen Caraker
Law Enforcement	SART training Police Academy	2014-2015 Monthly	Eileen Caraker Gina Ridge Audrey Curwin
SART training to Emergency Department	Training/education to Emergency Dept RN	2014-2015 Quarterly	Eileen Caraker Gina Ridge
Continuing education SANE	Review FNE clinical practice	2014-2015 Monthly	Eileen Caraker
Training Rape Care Advocate	Training for new advocates	2014-2015 Bi- annually	Eileen Caraker Gina Ridge
Participate in Rowan Sexual Violence Awareness Comm.	Develop guide, education, training for law enforcement, safety officers, RA, professors, staff, develop website title 9 addressing sexual violence awareness	2014-2015 Monthly	Eileen Caraker Gina Ridge Committee Rowan

Objective	Activity	Projected Start-up & Completion Dates (Do not use on-going)	Person Responsible
Collaborate on the Sexual Assault Coalition for Gloucester, Camden, Cumberland	Attend Bi-annual meetings to develop outreach education for community on SART resources	2014-2015 Bi-annual	Eileen Caraker Gina Ridge Kris Gallagher
Evaluate protocol of SA victim who request TRO –ED	Coordinate with grantor video- input to Judge for requests of TRO	2014-2015 Quarterly	Eileen Caraker Gina Ridge Family court
Collaborate on the Governor's Advisory Council Against Sexual Violence	FNE Coordinator has been elected – Co-Chair of the Council. Collaborate on MDT to provide highest quality care to Sexual Assault Patients in the State of NJ	2014-2015 Monthly	Eileen Caraker- Co-Chair GACASV

[FFY2014 VOCA CONTINUATION APPLICATION 09/2014]



Applicant: \_\_\_\_\_

Grant No: VS-29-14

2. Fringe Benefits - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed above and only for the percentage of time devoted to the project. Provide agency fringe rate and list each benefit and percentage (e.g., FICA, Workman's Comp, Disability) List name and position	Grant Funds	Match	Project Total
SART/SANE Coordinator Eileen Caraker 56.83%	13,496		13,496

<b>SUB-TOTAL FRINGE BENEFITS</b>	13,496		13,496
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<b>TOTAL SALARIES, WAGES AND FRINGE</b>	63,899		63,899
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Applicant:

Grant #: VS-29-14

**Budget Detail Form**

COST ELEMENT				Grant Funds	Match	Project Total
<b>B. Purchase of Services</b>						
Name of Provider	Contracted Services Provided/ Seminar Registration/ Costs of professional services	Unit Cost/ Hourly Rate	Units/ Project Hours			
Registration –Forensic Nurse conference				900		900
Conference Education SANE 10 nurses				1,000		1,000
Cell phone- FNE co upgrade phone				920		920
lafn membership				160		160
<b>TOTAL PURCHASE OF SERVICES</b>				2,980		2,980

C. Travel, Transportation, Subsistence (show food costs related to travel only)				Grant Funds	Match	Project Total
Purpose / Location	Item (e.g., # of Miles)	Computation (e.g., \$.31 per Mile)				
Mileage SANE co				1,250		1,250
Transportation conference				2,546		2,546
<b>TOTAL TRAVEL, TRANSPORTATION, SUBSISTENCE</b>				3,796		3,796

Applicant:

Grant No: VS-29-144

**Budget Detail Form**

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

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

Applicant:

Grant No: VS-29-14

**Budget Detail Form**

COST ELEMENT	Grant Funds	Match	Project Total
F. Equipment (List and explain in attached budget narrative; calculate per unit cost)			
Tablet with keyboard	1,100		1,100
TOTAL EQUIPMENT	1,100		1,100

G. Victim Aid for VOCA, VAG, YAWA Grants Only (list each item & show unit cost & calculations)	Grant Funds	Match	Project Total
TOTAL VICTIM AID			
TOTAL PROJECT COST	71,7750	17,810	71,7750

BUDGET NARRATIVE  
SEX ASSAULT NURSE EXAMINER GRANT  
10/1/2014-9/30/15

Personnel

**Salary and Wages**

To fund position for SART/FNE Coordinator, to coordinate schedules, in-service, new FNE nurse orientations, etc., including program management at both Inspira-Woodbury and at JFK Hospitals and all related duties coordinating the effort of the Sexual Assault Response Team and management of grant.

**\$50,403**

**Fringe Benefits**

To pay fringe benefits for the part-time SART/FNE Coordinator/Grant Manager

Pension 13.11%

Group Insurance 35.67%

NJ Employment Sec .40%

**\$13,496**

FICA/ Medicare 7.65%

Total 56.83

**Grant Match**

Assistant Prosecutor - match for SART/FNE grant. Prosecutor of Sex Crimes dedicates 20% of time to Sexual Assault Response Team and Sexual Assault Nurse Examiner program

Match \$17,994

Purchase of Services

**Registration costs**

NJ Board of nursing requires nurses to obtain continuing education credits to maintain their license. The forensic nurses must maintain standard of care and competency in the field of forensic nursing. To pay for registration for medical forensic conference.

To pay for local conference for nurse.

- |    |   |         |
|----|---|---------|
| 1. | 1 Pediatric forensic nurse conference & 1 Adult forensic nurse conference | \$900   |
| 2. | 10 nurses x 100 local continuing education                                | \$1,000 |
| 3. | Membership International Association of Forensic Nursing                  | \$160   |
| 4. | Cell Phone  | \$920   |

SANE Coordinator- to communicate 24/7 with Sexual Assault Response Team

Law-enforcement, SANE, Hospitals, Rape care advocacy, Prosecutor.

\$60/mos x 12= 720 Upgrade phone @ \$200

**Total**

**\$3,060**

Travel

**Travel Expense**

To reimburse mileage to travel to FNE coordinators meeting, FNE/ SART Committee meetings, hospital administrative duties and SART training. Grant funds will be used to reimburse only 31 cents/mile and the remainder of the mileage reimbursement will be paid by the county.

4,032 miles x .31 rate per mile = \$1,250

**Travel for conference**

To reimburse for conference for the FNE to attend out of state. Will cover travel expenses. Reimbursement for travel costs (hotel and meals will be limited to the county per diem rate or the Federal per diem rate (gsa.gov) whichever is less. No meals or overnight accommodations will be paid for in state conferences. Conferences in state will be limited to the county rate or the Federal per diem rate (gsa.gov) whichever is less.

\$2,546

**Total**

**\$3,796**

Equipment

**Tablet**

Tablet for hospital site back up.

In-service Nurses on SAFE paperwork, diagrams, Proscope photography \$1,100

**Total**

**\$1,100**

**Total Project \$71,775**

## SOURCES OF FUNDS

List all sources of funds received by the agency during the past State fiscal year (July 1 thru June 30). On the bottom of the form, list all funds received from the Division of Criminal Justice in the past three years.

### Federal Sources

Name(s) of Federal Source	Date of Award	Amount

### State Sources

Name(s) of State Source	Date of Award	Amount

<b>County Sources</b>	<b>\$17,944</b>
<b>Local and Other Sources</b>	<b>\$</b>
<b>Total of All Sources of Funds</b>	<b>\$89,719</b>
<b>Indicate the percentage of <u>funds</u> used to support this project:</b>	<b>%100</b>

### Division of Criminal Justice Funding

List funding awarded for the past three years:

Date of Award	Grant Number	Project Title	Amount
3/21/14	VS-29-13		71,238
2/26/13	VS-29-12		71,905
5/16/12	VS-29-11		73,000
3/10/11	VS-29-10		67,655
2/11/10	VS-29-09		64,083
11/08/08	VS-29-08		64,083
12/6/07	VS-29-07		65,731

STATE OF NEW JERSEY  
VICTIMS OF CRIME ACT (VOCA)  
GRANT PROGRAM



PART II  
CONTINUATION APPLICATION  
DOCUMENTS TO BE  
COMPLETED, SIGNED AND RETURNED

September 2014



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

VICTIMS OF CRIME ACT (VOCA)

PART II

APPLICATION DOCUMENTS TO BE COMPLETED, SIGNED AND RETURNED

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

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

**APPLICATION AUTHORIZATION**

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

VS-29-14 VOCA County SART/SANF Program

for a federal subgrant in the approximate amount of \$ 71,775, with the Subgrantee providing a match of \$ 17,944 (if applicable), for an approximate total project cost of \$ 80,719.

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

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

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

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

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

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

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

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

County of Gloucester  
Subgrantee

Grant # VS-29-14

Robert M. Damming  
Signature of Authorized Official

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

Printed Name of Authorized Official

\_\_\_\_\_  
Signature of Project Director

Eileen Caraker  
Printed Name of Project Director

\_\_\_\_\_  
Date

# CERTIFICATION FORM

## Compliance with the Equal Employment Opportunity Plan (EEO) Requirements

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

Recipient's Name: Gloucester County SART/SANE Program	DUNS Number: 95-736-2247	
Address: 70 Hunter St, PO Box 623 Woodbury, NJ 08095		
Grant Title: SART/SANE	Grant Number: VS-29-14	Award Amount: 71,775
Name and Title of Contact Person: Eileen Caraker SART/FNE Coordinator		
Telephone Number: 856-384-5555	E-Mail Address: ecaraker@co.gloucester.nj.us	

### Section A—Declaration Claiming Complete Exemption from the EEO Requirement

Please check all the following boxes that apply:

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

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

Print or Type Name and Title \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

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

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

I, Robert M Damminger \_\_\_\_\_ [responsible official],  
certify that County of Gloucester \_\_\_\_\_ [recipient],  
which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEO in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEO and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEO is on file at the following office:  
Gloucester County Human Resources Department \_\_\_\_\_ [organization],  
2 South Broad Street, Woodbury, NJ 08096 \_\_\_\_\_ [address].  
Robert M. Damminger, Freeholder Director

Print or Type Name and Title \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

Print or Type Name and Title \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

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

FEDERAL GRANT PROGRAM

GENERAL CONDITIONS AND ASSURANCES

Federal Assurances

1. The Subgrantee agrees that federal funds made available under this program will be used to supplement but not supplant state or local government funds.
  2. The Subgrantee agrees to comply and assure the compliance of its contractors with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs, *Financial Guide* (available on the web at: <http://www.ojp.usdoj.gov/financialguide/>) (OJP Financial Guide).
  3. The Subgrantee agrees to comply with all requirements imposed by the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA), Office for Victims of Crime (OVC), or Office on Violence Against Women (OVW), New Jersey Department of Law and Public Safety (L&PS), and the Division of Criminal Justice (DCJ) concerning all federal, state, municipal laws, rules, regulations, policies, guidelines, directives, and requirements (including licenses, permits and background checks) that are generally applicable to the activities in which the Subgrantee is engaged in the performance of this grant. Failure to comply with these laws, rules, regulations, and State Department of Treasury, circulars letters (State Circular) will be grounds for termination of this subaward.
  4. The Subgrantee assures that it possesses legal authority to apply for the grant; that, if applicable, a resolution or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. The Subgrantee assures that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
  5. The Subgrantee agrees to comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §4601 et seq., which provides for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
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6. The Subgrantee agrees to comply with provisions of the Hatch Act, the federal law which limits certain political activities of employees of a state or local unit of government whose principal employment is in connection with an activity financed in whole or in part by federal grants. 5 U.S.C. §1501-08 and §7324-26.
7. The Subgrantee understands and agrees that, in compliance with the Anti-Lobbying Act, 18 U.S.C. §1913, and with the Limitations, Exceptions and Penalties on the Use of Appropriated Funds law, 31 U.S.C. §1352, it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs (OJP).
8. The Subgrantee understands and agrees to comply with the federal Executive Order No. 12549 on Debarment and Suspension, 2 C.F.R. Part 2867 and 2 C.F.R. Part 180, and state Executive Order No. 34 (Byrne, March 17, 1976), and State Circular regarding Debarments, Suspensions & Disqualifications, OMB 93-13-GSA. Subgrantee and its subcontractors will not conduct business with ineligible firms or individuals who are considered debarred, suspended or disqualified.
9. The Subgrantee agrees to comply with the minimum wage and maximum hours provision of the Federal Fair Labor Standards Act, 29 U.S.C. § 201 et seq., and the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.
10. The Subgrantee will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
11. The Subgrantee agrees to give the United States General Accounting Office, DOJ, and its agencies, Office of the Chief Financial Officer, L&PS, and DCJ through any authorized representative, access to and the right to examine all paper and electronic records, books, papers, and documents related to the grant including pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit the Subgrantee's operations. L&PS reserves the right to have access to all work papers produced in connection with audits made by the Subgrantee or independent certified public accountants, registered municipal accountants, or licensed public accountants hired by the Subgrantee to perform such audits.
12. The Subgrantee will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 U.S.C. §4321, and Executive Order No. (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. §1451 et seq. and

the Coastal Barrier Resources Act, 16 U.S.C. §3501 et seq., which limits federal expenditures affecting the Coastal Barrier Resources System; (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. §7401 et seq.; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 U.S.C. §300f et seq., as amended; and, (h) protection of endangered species under the Endangered Species Act of 1973, 16 U.S.C. §1531, as amended.

13. The Subgrantee agrees to comply, if applicable, with the flood insurance purchase requirements of Section 102 (1) of the Flood Disaster Protection Act of 1973, Pub. L. 93-234, 87 Stat. 975, approved December 31, 1976, §102 (a), 42 U.S.C. §4001 et seq., which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
14. The Subgrantee agrees to assist DOJ, and its agencies in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. §470; Executive Order No. 11593, the Archeological and Historical Preservation Act of 1974, 16 U.S.C. §469a-1 et seq.; and the National Environmental Policy Act of 1969, 42 U.S.C. §4321, by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying DOJ, OJP, and BJA of the existence of any such properties, and by (b) complying with all requirements established by DOJ, OJP, and BJA to avoid or mitigate adverse effects upon such properties.
15. The Subgrantee agrees to comply and assure the compliance of its contractors, with all lawful requirements imposed by DOJ, including any applicable regulations such as Title 28, Judicial Administration, Chapter I, Department of Justice: Part 18, Office of Justice Programs Hearing and Appeal Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-discrimination; Equal Employment Opportunity; Policies and Procedures; Part 46, Protection of Human Subjects and all Office of Justice Program Policies and procedures regarding the protection of Human Research Subjects, including obtaining of Institutional Review Board approval, if appropriate, and subject informed consent; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and federal laws and regulations applicable to Federal Assistance Programs; Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; and Part 70, Uniform Administrative Requirements for Grants and Agreements (including Subawards) with Institutions of Higher Education, Hospitals and Other Non-profit Organizations.

16. The Subgrantee understands that DOJ and its agencies reserve the right to unilaterally terminate this award, without penalty for a violation of the Trafficking Victims Protection Act 2000, 22 U.S.C. §7104(g), as amended. The Award Terms in 2 C.F.R. §175.15(b) are incorporated herein. Federal funding recipients or their employees may not engage in trafficking in persons, procure a commercial sex act or used forced labor in the performance of this award.
17. The Subgrantee agrees to comply and assure the compliance of its contractors, with any applicable statutorily imposed non-discrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789d(c); the Victims of Crime Act, 42 U.S.C. §10604(e); the Juvenile Justice and Delinquency Prevention Act of 2002, 42 U.S.C. §5672; the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000d et seq.; the Rehabilitation Act of 1973, as amended; 29 U.S.C. §794, the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §12131-34; the Education Amendments of 1972, 20 U.S.C. §1681 et seq.; the Age Discrimination Act of 1975, 42 U.S.C. §6101-07; the Drug Abuse Prevention, Treatment, and Rehabilitation Act, 21 U.S.C. §1101 et seq.; as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 U.S.C. §12114 et seq. as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; the Public Health Service Act, 42 U.S.C. §290dd-2, as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968, 42 U.S.C. §3601 et seq., as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, the requirements of any other nondiscrimination statute(s) which may apply to the application, and the Department of Justice Non-discrimination Regulations, 28 C.F.R. Part 42, Subparts, C, D, E, and G; the Department of Justice regulations on disability discrimination, 28 C.F.R. Part 35, Part 36, Part 39; and the Department of Justice, Policy Guidance Document, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," 67 F.R. 41455 (June 18, 2002); see Ex. Order 13279 (equal protection of the laws for faith-based and community organization).
18. In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by the laws referenced in paragraph 17.
19. The Subgrantee assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, it will forward a copy of the finding to OJP's Office for Civil Rights and DCJ.
20. The Subgrantee agrees that if required to formulate an Equal Employment Opportunity Program (EEO) in accordance with 28 C.F.R. §42.301 et seq., it will maintain a current one

on file, and where the proposed subgrant is for \$500,000 or more (or receives an aggregate of \$1,000,000 in federal grant funds in an 18-month period), the Subgrantee will provide a copy of the EEOP to OJP's Office for Civil Rights.

21. The Subgrantee acknowledges that failure to submit an acceptable EEOP (if required to submit pursuant to 28 C.F.R. §42.302), that is approved by OJP's Office for Civil Rights is a violation of its General Conditions and may result in suspension or termination of funding, until such time as the Subgrantee is in compliance.
22. The Subgrantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice (DOJ) grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Subgrantees of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the DOJ funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faithbased organizations may, in some circumstances, consider religion as a basis for employment. See [http://www.ojp.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.gov/about/ocr/equal_fbo.htm).
23. The Subgrantee certifies that Limited English Proficiency (LEP) persons have meaningful access to the services under this program. National origin discrimination includes discrimination on the basis of limited English proficiency. To ensure compliance with Title VI and the Safe Streets Act, Subgrantees are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for Subgrantees to help comply with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).
24. The Subgrantee agrees to comply with all reporting, data collection, and evaluation requirements, as prescribed by the DOJ, BJA and its agencies as required by L&PS and DCJ.
25. The Subgrantee agrees that DOJ, and its agencies, L&PS, and DCJ reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: the copyright in any work developed from activities supported by this grant, and any rights of copyright to which a Subgrantee purchases ownership with support. The Subgrantee agrees that L&PS reserves the right to require the Subgrantee not to publish any work, which right shall not be exercised unreasonably. The Subgrantee assures that any publication by the Subgrantee shall include, on the title page, a standard disclaimer of responsibility by L&PS for any opinions or conclusions contained therein.

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

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

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

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

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

#### State Conditions

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

45. The Subgrantee agrees that all income earned by the Subgrantee from grant-supported activities is deemed program income. The Subgrantee agrees to add program income to funds committed to the program to further eligible program objectives. The Subgrantee agrees to comply with the OJP's Financial Guide, Program Income, and as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R. Part 70 and federal OMB Circular A-110 (2 C.F.R. Part 215), on the use, disposition, accounting and reporting for program income. (The use of program income must be shown on the detailed cost statements). State Circular Standard Grant Agreement Form, 07-05-OMB, defines program income to include any interest earned of \$250 or more in a fiscal year on advances of grant funds.
46. If applicable, the Subgrantee agrees that it will deposit advances of state grants in interest bearing accounts.
47. The Subgrantee agrees to enter, maintain and record all grant funds received by the State for this program in accounting records separate from all other fund accounts, including funds derived from other grant awards. Disbursed grant funds shall be available for expenditure by the Subgrantee in accordance with the provisions of the subgrant throughout the project period subject to such conditions as DCJ may prescribe.
48. The Subgrantee agrees to maintain an adequate financial management system in accordance with generally accepted principles of accounting. The Subgrantee shall maintain accurate and current financial reports, accounting records, internal controls, budget controls, and cash management procedures for receiving, holding, and expending grant funds. The Subgrantee shall maintain accurate and complete disclosure of financial results of each subgrant in the Detailed Cost Statements (DCS), have procedures to determine allowable costs, and provide source documentation for financial records.
49. As required under the federal Single Audit Act of 1984, Pub. L. 98-502, as amended, the Subgrantee agrees to comply with the organizational audit requirements of Federal OMB Circular, A-133, Audits of States, Local Governments and Non-Profit Organizations, as further described in OJP Financial Guide, Audit Requirements, Government Accountability Office's Government Auditing Standards (Yellow Book), and State Circular, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments, 04-04-OMB. The Subgrantee agrees to submit to DCJ any copies of any exceptions and/or findings regarding this project as a result of a single audit. The Subgrantee immediately will report to DCJ any changes in its fiscal year.
50. The Subgrantee agrees that grant funds will be used only for allowable costs as determined according to applicable federal cost principles specific to the Subgrantee (e.g. Federal OMB Circular A-21 (2 C.F.R. Part 220), A-87 (2 C.F.R. Part 225), A-102, A-110 (2 C.F.R. Part 215), A-122 (2 C.F.R. Part 230), A-133, etc.), according to OJP Financial Guide, Allowable Costs, and State Circular Standard Grant Agreement Form, X. Allowable Costs, 07-05-OMB.

51. The Subgrantee agrees that property furnished by L&PS or acquired in whole or in part with federal or L&PS funds or whose cost was charged to a project supported by federal or L&PS funds shall be utilized and disposed of in a manner generally consistent with state and federal requirements.
52. The Subgrantee agrees that procurement of supplies, equipment, and other services with funds provided by this grant shall be accomplished in a manner generally consistent with federal and state requirements. Adherence to the standards contained in the applicable federal and state laws and regulations does not relieve the Subgrantee of the contractual responsibilities arising under its procurement. The Subgrantee is the responsible authority, without recourse to L&PS, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.
53. The Subgrantee agrees that it will maintain data and information and submit timely reports, including programmatic progress and financial reports, as L&PS may require. If reports are not submitted as required, the L&PS may, at its discretion, suspend payments on this subgrant. The State of New Jersey may, at its discretion, take such action to withhold payments to the Subgrantee on this or any grant with other state agencies until the required reports have been submitted.
54. Unless otherwise directed by DCJ, state or federal statute, all grant records shall be retained for a period of seven years. This period is extended until otherwise directed if there is any litigation, claim, negotiation, action, or audit in progress and/or audit finding involving grant records started before the end of the seven year period.
55. The Subgrantee agrees to report any Budget Revisions or Grant Extensions as follows:
  - a. Deviations in excess of \$100 from the approved budget or extensions in the grant period require prior approval via Division of Criminal Justice (DCJ) Grant Adjustment Request Form. Subgrantee should be aware that approved budget revisions may result in the imposition of additional special conditions.
  - b. L&PS may request changes in the scope of services of the Subgrantee to be performed hereunder. Such changes, which are mutually agreed upon by and between L&PS and the Subgrantee must be incorporated in written amendments to this grant.
  - c. If the Subgrantee is making program expenditures or providing grant services at a rate which, in the judgment of L&PS, will result in substantial failure to expend the grant amount or provide grant services, L&PS may so notify the Subgrantee. If, after consultation, the Subgrantee is unable to develop to the satisfaction of L&PS a plan to rectify its low level of program expenditures or grant services, L&PS may upon thirty (30) days notice to the Subgrantee, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Subgrantee's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by L&PS subsequent to the

awarding of the grant and the funds have already been received by the Subgrantee, the reduced amount will be remitted to L&PS.

- d. If the revision requested will result in a change to the Subgrantee's approved project which requires federal prior approval, L&PS will obtain the federal agency's approval before approving the Subgrantee's request.
56. If the Subgrantee materially fails to comply with the terms of an award, whether stated in a state or federal statute or regulation, an assurance, general condition, special condition, in a state plan or application, a notice of award, or elsewhere, the Subgrantee agrees that L&PS may take one or more of the following actions, as appropriate in the circumstances:
- a. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or take more severe enforcement action.
  - b. Disallow all or part of the cost of the activity or action not in compliance.
  - c. Wholly or partly suspend or terminate the current award for the Subgrantee's program.
  - d. Withhold further awards for the program.
  - e. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
  - f. Take other remedies that may be legally available.
57. When the Subgrantee has failed to comply with grant award requirements, stipulations, standards, or conditions, the Subgrantee agrees that L&PS may suspend the grant and withhold further payments; prohibit the Subgrantee from incurring additional obligations of grant funds pending corrective action by the Subgrantee; or decide to terminate the grant in accordance with the below paragraph. L&PS shall allow all necessary and proper costs, which the Subgrantee could not reasonably avoid during the period of suspension, provided they meet federal and state requirements.
58. The Subgrantee agrees that L&PS may terminate the grant in whole or in part whenever it is determined that the Subgrantee has failed to comply with the conditions of the grant. L&PS shall notify the Subgrantee in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Subgrantee or recoveries by L&PS under the grant terminated for cause shall be in accord with the legal right and liability of the parties.
59. L&PS and the Subgrantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Subgrantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.

60. L&PS may terminate this grant for convenience, upon 60 days written advance notice to the Subgrantee, for any reason whatsoever, including lack of funding available to the L&PS. Upon receipt of a notice of termination for convenience, the Subgrantee shall cease incurring additional obligations of subgrant funds. However, the L&PS shall allow the Subgrantee to incur all necessary and proper costs which the Subgrantee cannot reasonably avoid during the termination process, as long as these costs comply with all program requirements.
61. The Subgrantee agrees that under certain instances it may be considered "High Risk":
- a. If L&PS determines that a Subgrantee:
    - i. Has a history of unsatisfactory performance.
    - ii. Is not financially stable.
    - iii. Has a financial management system which does not appear adequate according to the General Conditions, or meet the standards expressed according to the current State Circular Standard Grant Agreement Form, VIII Financial Management System, 07-05-OMB.
    - iv. Has not conformed to terms and conditions of previous awards.
    - v. Is otherwise not responsible; and L&PS determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.
  - b. If a Subgrantee is considered "High Risk," then L&PS may impose additional Special Conditions or restrictions on the Subgrantee at any time including:
    - i. Payment on a reimbursement basis.
    - ii. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
    - iii. Requiring additional, more detailed financial reports.
    - iv. Additional project monitoring.
    - v. Requiring the Grantee to obtain technical or management assistance.
    - vi. Establishing additional prior approvals.
  - c. If L&PS decides to impose such special conditions, L&PS will notify the Subgrantee as soon as possible, in writing, of:
    - i. The nature of the special conditions/restrictions.
    - ii. The reason(s) for imposing the special conditions.
    - iii. The corrective actions that must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions.
    - iv. The method of requesting reconsideration of the conditions/restrictions imposed.
62. The Subgrantee understands and agrees that, in compliance with the Corruption of Public Resources Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse state grant funds for an unauthorized purpose, and violations under this act could result in a prison term of up to 20 years, and, under N.J.S.A. 2C:30-8, subject to a fine of up to \$500,000.

63. The Subgrantee agrees that all equipment purchased or leased with grant funds will be acquired by following standard county and local bidding/procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable.
64. The Subgrantee agrees that all consumable supplies purchased or leased with grant funds will be acquired by following standard county and local bidding/procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable. The Subgrantee agrees to maintain an inventory list on all consumable supplies purchased with grant funds in the official grant file.
65. The Subgrantee agrees to comply with the current State Circular on Entertainment, Meals, and Refreshments, 11-09-OMB and the OJP Financial Guide, Food and Beverage, when using subgrant funds to purchase food, beverages and refreshments for project activities.
66. Subgrantee certifies that all services purchased with grant funds must be acquired by following standard county and local bidding/procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable.
67. Subgrantee agrees to submit a written request to DCJ and receive written approval before expending any grant funds allocated for training and/or travel (other than that which had been specifically listed, described and cost figures provided for in the approved grant application). A Subgrantee's use of any grant funds for allowable travel is restricted by the current State Travel regulations, State Circular 12-14-OMB. Exceptions to this policy may be considered on a case by case basis when justified by extenuating circumstances. A Subgrantee seeking an exception to these travel regulations must seek prior preapproval for the travel exception by submitting a written request to the awarding agency 60 days prior to commencement of travel.
68. The Subgrantee shall include in its official grant file copies of any contract with subcontractors/vendors regarding this grant program and copies of its monthly timekeeping system records. DCJ reserves the right to give final written approval of subcontract/vendor budgets reimbursed with subgrant funds. The Subgrantee agrees to include in any contract with a subcontractor/vendor and make binding on both the Subgrantee and any of its subcontractors/vendors the following conditions:
  - a. A timekeeping system requirement as specified above.
  - b. The hourly rate for certified providers will be based on experience and comparable rates for field of service. All rates must be pre-approved by DCJ.
  - c. The subcontractor/vendor must develop and/or maintain written, internal policy and procedures for participant service purchases (i.e., transportation, food and other

emergency aid), with appropriate monitoring, oversight, and authority. Types and amounts of purchases per project participant paid for with subgrant funds must be pre-approved by DCJ.

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



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

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

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

**1. LOBBYING**

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)**

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

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

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

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

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

1. Grantee Name and Address:

County of Gloucester , 2 South Broad Street

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P.O. Box 337 Woodbury, Nj 08096

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2. Application Number and/or Project Name:

VS-29-14

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3. Grantee IRS/Vendor Number 21-60000660

4. Type/Print Name and Title of Authorized Representative

Robert M. Damminger, Freeholder Director

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5. Signature

6. Date

OJP FORM 4061/6 (3-91) REPLACES OJP FORMS 4061/2, 4061/3 AND 4061/4 WHICH ARE OBSOLETE.  
OFFICE OF JUSTICE PROGRAMS BJA NIJ OJJDP BJS OVC

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

RESOLUTION OF PARTICIPATION

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

WHEREAS, the Gloucester of County wishes to apply for  
Applicant's Unit of Government/Non Profit Organization

funding of approximately \$ 71,775 with a match of \$ 17,944 (if applicable) for an approximate project total cost of \$ 89,719 for a project under the State of New Jersey Victim of Crime Act (VOCA)  
Fill In Name of Program  
Grant Program, and

WHEREAS, the Board of Chosen Freeholders has reviewed the  
Applicant's Governing Body/Board of Directors

accompanying application and has approved said request, and

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

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

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

CERTIFICATION OF RECORDING OFFICER

This is to certify that the foregoing Resolution is a true and correct copy of a resolution which was duly and regularly introduced and finally adopted at the meeting of the

County of Gloucester Board of Chosen Freeholders held on the  
Applicant's Governing Body/Board of Directors

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and duly recorded in my office;

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

SEAL

\_\_\_\_\_  
Signature of Certifying Officer

Clerk of the Board  
\_\_\_\_\_  
Title (Mayor, Freeholder-Director,  
County Executive, Agency Head,  
President, Chairperson of the Board)

Robert N Dilella  
\_\_\_\_\_  
Name of Certifying Officer

Federal Financial Accountability and Transparency Act Information Form

To be completed by Subrecipient:

1. Agency Name: Gloucester County Prosecutor's Office

2. City: Woodbury 3. State: New Jersey 4. Zip + 4 08096-4606 (www.usps.com/zip4/)

5. Congressional District (Agency main office) (2 digits) (01 - 13): 5th 6. County: Gloucester (http://www.govtrack.us/congress/findyoureps.xpd)

7. DUNS number (http://www.dnb.com/us/) (9 digits): 95-736-2247

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

City: State: Zip + 4

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

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

If No, please explain:

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

Table with 2 columns: Officer Name, Total Compensation. Rows #1 to #5.

11. Signature of Agency Representative: Gary Schwartz, Gloucester Co. Treasurer

To be completed by Division/SubGrantor:

1. Amount of Award: 2. Federal: 3. Match or State Share:

4. Award Title:

5. Award Number:

6. Transaction Type: 7. CFDA Number:

8. Program Source:

**AUDIT REQUIREMENTS**

As a recipient of funds through the New Jersey Department of Public Safety, you **ARE** required to submit a copy of your agency's audit for the period covered by this contract.

- ▶ An audit (financial statement audit or program-specific audit) is required for the agency fiscal year, when **State** financial assistance, (which consists of funds received directly from the State, but does not include federal pass-through funds), of **\$100,000** or more is expended by the applicant agency.
- ▶ A single audit is required for the agency fiscal year, when **Federal** financial assistance, (which consists of funds received from the Federal Government or federal funds passed through state agencies), of **\$500,000** or more is expended by the applicant agency.
- ▶ No audit of any type is required when **STATE** financial assistance of less than \$100,000 or **FEDERAL** financial assistance of less than \$500,000 is expended. However, the Chief Financial Officer of the agency must attest to the adequacy of the applicant's accounting system.



1. Date of last audit: \_\_\_\_\_

2. Date(s) covered by last audit: \_\_\_\_\_

3. Last audit performed by: \_\_\_\_\_

Phone number of auditor: \_\_\_\_\_

4. Date of next audit: \_\_\_\_\_

5. Date(s) to be covered by next audit: \_\_\_\_\_

6. Next audit will be performed by: \_\_\_\_\_

Phone number of auditor: \_\_\_\_\_

7. Total amount of funds received from **ALL** entities **INCLUDING** the Department of Law & Public Safety

Federal Amount: \$ \_\_\_\_\_

State Amount: \$ \_\_\_\_\_

Signed: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Agency: \_\_\_\_\_

Phone: \_\_\_\_\_



**U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
ACCOUNTING SYSTEM AND FINANCIAL CAPABILITY QUESTIONNAIRE**

**SECTION A: PURPOSE**

The financial responsibility of grantees must be such that the grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria as outlined in the OJP Financial Guide.

- (1) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant.
- (2) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located.
- (3) The accounting system should provide accurate and current financial reporting information.
- (4) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency, and encourage adherence to prescribed management policies.

**SECTION B: GENERAL**

1. If your firm publishes a general information pamphlet setting forth the history, purpose and organizational structure of your business, please provide this office with a copy; otherwise, complete the following items:

a. When was the organization founded/incorporated ( <i>month, day, year</i> )	b. Principle officers	Titles
c. Employer Identification Number:		
d. Number of Employees Full Time:          Part Time:		

2. Is the firm affiliated with any other firm:  Yes  No

If "yes", provide details:

3. Total Sales/Revenues in most recent

accounting period. (*12 months*)

\$

**SECTION C: ACCOUNTING SYSTEM**

1. Has any Government Agency rendered an official written opinion concerning the adequacy of the accounting system for the collection, identification and allocation of costs under Federal contracts/grants?  Yes  No

a. If yes, provide name, and address of Agency performing review:	b. Attach a copy of the latest review and any subsequent correspondence, clearance documents, etc.
	Note: If review occurred within the past three years, omit questions 2-8 of this Section and Section D.

2. Which of the following best describes the accounting system:  Manual  Automated  Combination

3. Does the accounting system identify the receipt and expenditure of program funds separately for each contract/grant?  Yes  No  
 Not Sure

4. Does the accounting system provide for the recording of expenditures for each grant/contract by the component project and budget cost categories shown in the approved budget?  Yes  No  
 Not Sure

5. Are time distribution records maintained for an employee when his/her effort can be specifically identified to a particular cost objective?  Yes  No  
 Not Sure

6. If the organization proposes an overhead rate, does the accounting system provide for the segregation of direct and indirect expenses?  Yes  No  
 Not Sure

<p>7. Does the accounting/financial system include budgetary controls to preclude incurring obligations in excess of:</p> <p>a. Total funds available for a grant? <span style="float: right;"><input type="checkbox"/> Yes</span></p> <p><input type="checkbox"/> No <input type="checkbox"/> Not Sure</p> <p>b. Total funds available for a budget cost category (e.g. Personnel, Travel, etc)? <span style="float: right;"><input type="checkbox"/> Yes</span></p> <p><input type="checkbox"/> No <input type="checkbox"/> Not Sure</p>
<p>8. Is the firm generally familiar with the existing regulation and guidelines containing the cost principles and procedures for the determination and allowance of costs in connection with Federal contracts/grants? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure</span></p>

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*(continued on reverse)*

	SECTION D: FUNDS CONTROL	
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<p>1. If Federal grant/contract funds are commingled with organization funds, can the Federal grant funds and related costs and expenses be readily identified?</p> <p><input type="checkbox"/> Not Sure</p>	<p style="text-align: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
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	SECTION E: FINANCIAL STATEMENTS	
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<p>1. Did an independent certified public accountant (CPA) ever examine the financial statements?</p> <p><input type="checkbox"/> No</p>	<p style="text-align: right;"><input type="checkbox"/> Yes</p>
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<p>2. If an independent CPA review was performed please provide this office with a copy of their latest report and any management letters issued.</p> <p><input type="checkbox"/> N / A</p>	<p style="text-align: right;"><input type="checkbox"/> Enclosed</p>
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<p>3. If an independent CPA was engaged to perform a review and no report was issued, please provide details and an explanation below:</p>  	
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	SECTION F: ADDITIONAL INFORMATION	
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<p>1. Use this space for any additional information (<i>indicate section and item numbers if a continuation</i>)</p>	
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	SECTION G: APPLICANT CERTIFICATION	
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I certify that the above information is complete and correct to the best of my knowledge.

<p>1. Signature</p>	<p>b. Firm Name, Address, and Telephone Number</p>
<p>a. Title</p>	

	SECTION H: CPA CERTIFICATION	
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The purpose of the CPA certification is to assure the Federal agency that the recipient can establish fiscal controls and accounting procedures which assure that Federal and State/local funds available for the conduct of the grant programs and projects are disbursed and accounted for properly. If the audit report requested in Section E 2 above is not enclosed, then completion of this section is required.

<p>1. Signature</p>	<p>b. Firm Name, Address, and Telephone Number</p>
<p>a. Title</p>	

PUBLIC REPORTING BURDEN FOR THIS COLLECTION OF INFORMATION IS ESTIMATED TO AVERAGE 4 HOURS (OR MINUTES) PER RESPONSE, INCLUDING THE TIME FOR REVIEWING INSTRUCTIONS, SEARCHING EXISTING DATA SOURCES, GATHERING AND MAINTAINING THE DATA NEEDED, AND COMPLETING REVIEWING THE COLLECTION OF INFORMATION. SEND COMMENTS REGARDING THIS BURDEN ESTIMATE OR ANY OTHER ASPECTS OF THIS COLLECTIVE INFORMATION, INCLUDING SUGGESTIONS FOR REDUCING THIS BURDEN, TO OFFICE OF JUSTICE PROGRAMS, OFFICE OF THE COMPTROLLER, STREET,NW,WASHINGTON,DC20531;ANDTOTHEPUBLIC USE REPORTS PROJECT,1121-7120,OFFICEOFINFORMATION AND REGULATORY AFFAIRS, OFFICE OF MANAGEMENT AND BUDGET, WASHINGTON, DC 20503. OJP FORM 7120/1 (2/02)