

AGENDA

7:00 p.m. Wednesday, June 24, 2015

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular meeting minutes from June 10, 2015.

P-1 Proclamation Celebrating the Grand Opening of the Tattered Dragonfly in Mullica Hill (Simmons) (Previously Presented).

P-2 Proclamation Celebrating 48 Years in Business- Bob's Hobbies & Crafts in Pitman (Simmons) (Previously Presented).

P-3 Proclamation honoring Dr. William J. King as the recipient of the Woodbury Juneteenth 2015 Community Service Award (Jefferson) (Previously Presented).

P-4 Proclamation recognizing the Woodbury Rotary Park and Woodbury Rotary Lunch Club District 7640 for their devotion and dedication to the maintenance and beautification of the Park over the last 38 years (Jefferson) (Previously Presented).

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

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER CHILA**

A-1 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2015 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

- 2015 CLEAN COMMUNITIES GRANT - \$141,562.00 - The purpose of this program is to reduce litter on public property and increase recycling efforts throughout the County. This program will be administered through the GCIA.
- SENIOR FARMERS MARKET NUTRITION PROGRAM - \$1,500.00 - This grant will allow the Division of Senior Services to maintain and defray the costs of service delivery of the Senior Farmers Market Nutrition Program. This funding will be used to help cover the salaries of employees responsible for the delivery of vouchers provided by the State of NJ. The vouchers will be distributed to low income seniors who reside in Gloucester County to use at various farm markets throughout the County.
- LOCAL CORE CAPACITY FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS GRANT - \$275,512.00 - The purpose of this program is to support emergency readiness of public health departments by upgrading, integrating and evaluating local public health jurisdictions preparedness for response to terrorism, pandemic influenza and other public health emergencies.
- SPECIAL CHILD HEALTH CASE MANAGEMENT - \$170,064.00 - This grant will provide funding for Case Management services for families with children up to the age of 21 who have health and developmental needs. These funds have been earmarked for personnel costs, supplies and educational expenses needed for the operation of this program.
- PREVENTION SERVICES - \$300,000.00 - The purpose of this program is to provide prevention services to at risk individuals of Gloucester County. Services will include rental subsidies, utility assistance, emergency food, emergency medical and dental care and emergency crisis counseling directed at stabilizing a client's mental ability. Funding will also be used to fund family preservation case management services. Funding for this program has remained constant for the past five years.
- SOCIAL SERVICES FOR THE HOMELESS - \$402,078.00 - The purpose of this program is to provide shelter, emergency food, prevention, case management and twenty four hour response to homeless and at risk of homelessness to low income residents that are ineligible for general assistance. Funding for this high demand service has remained at the FY2014 level.

- The sum of **\$202,595.00**, 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.

A-2 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF JUNE 2015.

The Treasurer of Gloucester County submits the bill list for June 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 June 25, 2015.

A-3 RESOLUTION AUTHORIZING THE COUNTY TO ENTER INTO A COOPERATIVE PRICING AGREEMENT WITH THE TOWNSHIP OF CRANFORD BEGINNING JUNE 24, 2015.

This Resolution authorizes the County to join a cooperative pricing agreement with Cranford for the purchase of police and passenger vehicles. The Cranford Cooperative will afford another alternative for the purchase of vehicles.

A-4 RESOLUTION AUTHORIZING A CONTRACT WITH PENN BEHAVIORAL HEALTH CORPORATE SERVICES FROM JUNE 26, 2015 TO JUNE 25, 2016 IN AN AMOUNT NOT TO EXCEED \$25,000.00.

This Resolution authorizes a contract with Penn Behavioral Health Corporate Services for the provision of professional Employee Assistance to benefit County employees as per RFP #015-016 from June 26, 2015 to June 25, 2016 in an amount not to exceed \$25,000.00.

A-5 RESOLUTION APPROVING APPOINTMENTS TO THE GLOUCESTER COUNTY MUNICIPAL ECONOMIC DEVELOPMENT COUNCIL FROM JULY 1, 2015 TO DECEMBER 31, 2015.

This Resolution appoints members to the Gloucester County Economic Development Council (the "Council") from July 1, 2015 to December 31, 2015. This Council consists of one representative from each of the participating municipalities as designated by the municipality and representatives from various County departments. Henceforth, appointments will be approved at the annual County reorganization meeting.

A-6 RESOLUTION APPROVING REAPPOINTMENTS TO THE BOARD OF EDUCATION OF THE SPECIAL SERVICES SCHOOL DISTRICT & VOCATIONAL SCHOOL DISTRICT.

This Resolution will reappoint Albert Frattali and Robert Wooton to the board for a one year term from July 1, 2015 to June 30, 2018.

A-7 RESOLUTION AUTHORIZING THE COUNTY TO MODIFY THE CURRENT CONTRACT AND ALL OTHER DOCUMENTS WITH KERNAN CONSULTING ENGINEERS, INC. TO REFLECT THE COMPANY'S NAME CHANGE ONLY TO "MASER CONSULTING, P.A."

The County currently has a contract with Kernan Consulting Engineers, Inc. Effective June 1, 2015, Kernan was purchased by Maser Consulting, P.A. This Resolution authorizes the modification of documents to reflect the name change.

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

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

C-1 RESOLUTION AUTHORIZING AN EXTENSION TO A CONTRACT WITH THE GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY FROM JULY 1, 2015 TO JUNE 30, 2016 IN AN AMOUNT NOT TO EXCEED \$340,000.00 AND AMENDING PERFORMANCE CRITERIA.

This Resolution authorizes an amendment to a contract with the Gloucester County Institute of Technology extending the contract from July 1, 2015 to June 30, 2016 in an amount not to exceed \$340,000.00 and amending 4.1 Performance Criteria and Reports of the Contract. All other terms and provision of the original contract remain in full force and effect.

C-2 RESOLUTION AUTHORIZING A CONTRACT WITH ST. JOHN OF GOD COMMUNITY SERVICES FROM JULY 1, 2015 TO JUNE 30, 2020 IN AN AMOUNT NOT TO EXCEED \$178,000.00 IN THE FIRST YEAR.

This Resolution authorizing a contract with St. John of God Community Services (1145 Delsea Drive, Westville Grove, NJ 08093), to provide a Community Work Experience Program (CWEP). The award is

being made through RFP#15-026. This contract with St. John of God Community Services is a five year contract from July 1, 2015 to June 30, 2020. The amount of the contract is for an amount not to exceed \$178,000.00 for the 1st year of the Contract, with additional years depending upon grant money. The contract will allow the Workforce Investment Board & One Stop/American Job Center to provide a Community Work Experience Program (CWEP) along with short term job training, job search and job retention services. The population eligible for this service will be the Work First New Jersey participants which includes individuals who receive TANF (Temporary Assistance to Needy Families), GA (General Assistance) and Supplemental Nutrition Assistant Program (SNAP) formerly Food Stamps.

C-3 RESOLUTION AUTHORIZING THE PURCHASE OF FOUR (4) 2015 FORD SUV POLICE INTERCEPTORS FROM WINNER FORD FOR A TOTAL AMOUNT OF \$124,516.00.

This Resolution authorizes the purchase of four (4) 2015 Ford SUV Police Interceptors with 4WD from Winner Ford 250 Berlin Rd, Cherry Hill, New Jersey 08034. The vehicles will cost \$31,129.00 each, for a total amount of \$124,516.00. The vehicles will be utilized by the County's Sheriff's Department to conduct County business, as per PD #015-020.

C-4 RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) 2015 FORD ESCAPE SUV FROM HERTRICH FLEET SERVICES, INC. FOR \$24,177.00.

This Resolution authorizes the purchase of one (1) 2015 Ford Escape SUV with 4WD from Hertrich Fleet Services Inc., 1427 Bay Road, Milford, DE. 19963 for the total purchase amount of \$24,177.00. The vehicle will be utilized by Fleet Management Division to conduct County business, as per PD #015-021.

C-5 RESOLUTION AUTHORIZING THE PURCHASE OF A 2015 CHEVROLET EXPRESS 2500 CARGO VAN FROM MALL CHEVROLET THROUGH STATE CONTRACT #A88213 FOR \$20,684.70.

This Resolution authorizes the purchase of a 2015 Chevrolet Express 2500 cargo van with the specifications set forth in the bill of sale through State Contract #A88213 for a total amount of \$20,684.70. N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment through State Contract. The van will be utilized by the County's Department of Public Works, Division of Fleet Management.

C-6 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY AND GLASSBORO FOR THE INTERSECTION IMPROVEMENTS TO COUNTY ROUTE 553 AT HIGH STREET.

This Resolution authorizes a Shared Services Agreement between the County of Gloucester and the Borough of Glassboro for the roadway improvement project known as "Intersection Improvements to CR 553 at High Street, in the Borough of Glassboro," Engineering Project 14-26. The Borough of Glassboro will construct the roadway improvements as part of its project and the County will reimburse the Borough for the costs of construction through a reallocation of FY 2014, \$100,000.00 of County Aid. The Uniform Shared Services and Consolidation Act, N.J.S.A 40:A:65-1 et seq. authorizes local government units, including counties and municipalities, to enter into agreements for the provision of shared services such as the above. All improvements will be constructed to current County standards.

C-7 RESOLUTION CONCURRING WITH THE CITY OF WOODBURY RESOLUTION REGARDING NEW JERSEY TRANSIT BUS STOPS ALONG EAST BARBER AVENUE.

This Resolution, as required by New Jersey Transit, will concur with the City of Woodbury's Resolution (15-103) requesting deletion of a bus stop in Woodbury, along East Barber Avenue, westbound, on the northerly side thereof at Franklin Avenue, and designate a bus stop along East Barber Avenue, westbound, on the northerly side of Allens Lane pursuant to N.J.S.A. 39:4-8(e) within the municipality.

C-8 RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. FOR RESURFACING AND SAFETY IMPROVEMENTS TO COUNTY ROUTE 553 IN THE TOWNSHIPS OF DEPTFORD AND MANTUA AND THE BOROUGH OF WENONAH FOR \$2,686,380.03.

This Resolution will authorize and approve a construction contract in the total amount of \$2,686,380.03 between the County and South State, Inc. for the Engineering Project 14-07FA "Proposed Resurfacing and Safety Improvements to Woodbury-Glassboro Road, County Route 553, from Woodcreek Road to Tylers Mill Road in the Townships of Deptford and Mantua and the Borough of Wenonah," Federal Project Number STP-4037(108)Con, Engineering Project #14-07FA, (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 Wednesday, May 13, 2015. South State, Inc. has been determined to be the lowest responsive and responsible bidder for the Project. The project will consist of milling and paving Woodbury-Glassboro Road, County Route 553 from Woodcreek Road (aka Bankbridge Road) in the Township of Deptford and Borough of Wenonah through to approximately the Tylers Mill Road intersection in Mantua Township. The existing intersection of Salina/Bankbridge Road will be signalized as part of this project. Existing deteriorated concrete vertical curb will be replaced in kind, where required. The existing guiderail on approach to the bridges at Monongahela Branch (4-I-3) and Mantua Creek (4-I-6) will be upgraded to current standards. This project is 100% Federally funded. CAF #15-05107 was obtained to certify funds.

C-9 RESOLUTION AUTHORIZING A CONTRACT AMENDMENT INCREASE #01 WITH FEDERICI & AKIN, P.A., IN AN AMOUNT NOT TO EXCEED \$35,000.00.

This Resolution will authorize the County to modify an existing Professional Services Contract with Federici & Akin, P.A., Consulting Engineers (307 Greentree Road, Sewell, NJ 08080). The Amendment will provide for additional Capital Project Management engineering, inspection, management and environmental services per RFP-014-039, which was passed by Resolution November 5, 2014 for the project "Yearly Capital Project Management for Engineering Services (RFP-014-039)," Engineering Project #14-19. The existing contract provides the County with the above Capital Project Management Services on an "as-needed/on-call basis" for an amount not to exceed \$125,000.00 for a one (1) year period beginning November 5, 2014 to November 4, 2015. The Amendment will increase the contract, allowing for a maximum amount not to exceed \$160,000.00 during this one-year period. The increase is for additional inspection services on planned County construction projects as well as for NJDEP required Dam Safety Inspection Inspections.

C-10 RESOLUTION AUTHORIZING A CONTRACT AMENDMENT INCREASE #01 WITH PENNONI ASSOCIATES, INC., IN AN AMOUNT NOT TO EXCEED \$55,000.00.

This Resolution will authorize the County to modify an existing Professional Services Contract with Pennoni Associates, Inc. (515 Grove Street, Suite 1B, Haddon Heights, NJ 08035). The Amendment will provide for additional Capital Project Management engineering, inspection, management and environmental services per RFP-014-039, which was passed by Resolution November 05, 2014 for the project "Yearly Capital Project Management for Engineering Services (RFP-014-039)," Engineering Project #14-19. The existing contract provides the County with the above Capital Project Management Services on an "as-needed/on-call basis" for an amount no to exceed \$125,000.00 for a one (1) year period beginning November 5, 2014 to November 4, 2015. The Amendment will increase the contract, allowing for a maximum amount not to exceed \$180,000.00 during this one-year period. This increase is for the Gloucester County Bridge Rehabilitation Project. The costs for inspection services will be 100% reimbursable through the NJDOT.

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

E-1 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY (GCIA) FOR THE PROVISION OF NJ CLEAN COMMUNITIES GRANT PROGRAM ACTIVITIES AND TRANSFERRING THE 2015 CLEAN COMMUNITIES GRANT FUNDS OF \$141,562.49 TO THE GCIA FOR THESE ACTIVITIES.

This Resolution authorizes a Shared Services Agreement with the Gloucester County Improvement Authority (GCIA) for their continued provision of Clean Communities grant program activities. The Resolution provides for the transfer of funds in the amount of \$141,562.49 to the GCIA for the provision of these activities for 2015. Funds are provided to the County through the NJ Department of Environmental Protection under and pursuant to the Clean Communities Program Act, N.J.S.A. 13:1E-213, et seq. The GCIA, which maintains and operates an Office of Recycling and employs the personnel most qualified, capable and willing to provide activities consistent with the terms set forth in the Grant and the Act, has again been selected by County to utilize and administer these funds on its behalf.

E-2 RESOLUTION AUTHORIZING CONTRACTS TO PROVIDE APPRAISALS AND RELATED SERVICES FOR LAND AND/OR DEVELOPMENT RIGHT ACQUISITIONS FROM JUNE 24, 2015 TO JUNE 23, 2016 IN AN AMOUNT NOT TO EXCEED \$35,000.00 EACH.

This Resolution authorizes the Office of Land Preservation in cooperation with the Purchasing Department initiated Requests for Proposals (RFP #015-017) for the required appraisal work needed for the projects the office will be working on over the next twelve months (the Public Works Department was also included in the RFP's for appraisal work, as well as other unspecified special County projects that may surface). Based on the workload expected over the next year it was determined that all 6 respondents: Molinari & Associates, PC; Curran Realty Advisors, LLC; Steven W. Bartlet, MAI; The Hanson Organization, PC; R.W. Frankenfield Associates; and T.W. Sheehan & Associates, LLC are required in order to ensure that these services can be completed in an expedient manner, and in order to meet certain required State submission dates. The selected vendors have been determined to be best suited for this task on the basis of consistent evaluation factors that were applied to all respondents, and were based on a combination of qualifications of staff, extent of similar engagements performed, relevance of workplan and personnel availability, and anticipated costs.

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

F-1 RESOLUTION AUTHORIZING AWARD OF CONTRACT WITH DOMINION VOTING SYSTEMS, INC. FOR THE PURCHASE OF IMAGECAST CAST CENTRAL DESKTOP SCANNER INCLUDING 12 MONTH HARDWARE WARRANTY, FROM JUNE 24, 2015 TO JUNE 23, 2016, FOR \$72,000.00

Resolution authorizing the execution of a contract with Dominion Voting Systems, Inc. for the purchase of ImageCast Cast Central Desktop Scanner including 12 month hardware warranty, for \$72,000.00, from June 24, 2015 to June 23, 2016. C.A.F. #15-04940 has been obtained to certify funds. This proprietary hardware and software will be utilized to tabulate vote by mail ballots. The hardware and services are election expenses and is an exception to the Local Public Contracts Law as described and provided by N.J.S.A. 40A:11-5(1). The contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because Vendor has certified that it will not make a disqualifying contribution during the term of the contract.

F-2 RESOLUTION AUTHORIZING THE PURCHASE OF CONDUCTED ENERGY DEVICES THROUGH STATE CONTRACT #A81321 FROM TASER INTERNATIONAL FOR \$37,866.92.

This Resolution authorizes the purchase of conducted energy devices from Taser International through State Contract #A81321 for \$37,866.92 for the County Prosecutor's Office. CAF #15-05290 has been obtained to certify funds.

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

G-1 RESOLUTION AUTHORIZING A CONTRACT WITH ALL ABOUT CARE, LLC FROM JANUARY 1, 2015 TO DECEMBER 31, 2015 IN AN AMOUNT NOT TO EXCEED \$22,303.00.

This Resolution authorizes the execution of a professional services contract, awarded through RFP# 014-041, with All About Care, LLC, 870 Mantoloking Road, Brick, N.J. 08723, from January 1, 2015 to December 31, 2015, in an amount not to exceed \$22,303.00. The contract is for the provision of the New Jersey Department of Human Services, Division of Aging Services, Peer Grouping Homemaker Care/Personal Program to elderly clients residing in Gloucester County with dementia and related illnesses. The program is administered by the Gloucester County Division of Senior Services. The contract is contingent upon grant funding under the Peer Grouping Grant awarded by the New Jersey Department of Human Services, Division of Aging Services. The Department granted approval to the County of its 2015 Governmental Peer Grouping Allocation and Spending Plan on May 26, 2015.

G-2 RESOLUTION AUTHORIZING A CONTRACT WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY FOR THE COUNTY TO ADMINISTER CERTAIN CARE MANAGEMENT AND SUPPORT SERVICES AT THE SHADY LANE NURSING HOME FROM JANUARY 1, 2015 TO DECEMBER 31, 2015 FOR \$66,257.00

This Resolution authorizes the execution of a contract with the Gloucester County Improvement Authority (GCIA), as the owner/operator of the Shady Lane Nursing Home, for the County to administer certain care management support services to the elderly, from January 1, 2015 to December 31, 2015 in the amount of \$66,257.00. Through this contract the County, through its Department of Health and Human Services, Division of Senior Services, will, through PEER Grouping Contracts with subcontractors, provide in-home care management and support services such as homemaker assistance and adult day care to Gloucester County elderly suffering from dementia-related illnesses.

G-3 RESOLUTION AUTHORIZING AN APPLICATION FOR THE ANNUALLY AWARDED RIGHT TO KNOW GRANT THROUGH THE NEW JERSEY DEPARTMENT OF HEALTH FOR \$10,798.00 FROM JULY 1, 2015 TO JUNE 30, 2016.

This Resolution authorizes the execution for any documents necessary to apply for the Right to Know Grant through the New Jersey Department of Health for the amount of \$10,798.00, from July 1, 2015 to June 30, 2016. The purpose of the grant is to help fund the mandated duties for performance of the Act, which establishes a program for the disclosure of information about hazardous substances in the workplace and community.

G-4 RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES AND ITS DIVISIONS FOR ADMINISTRATION OF NEW JERSEY'S MEDICAID PROGRAM.

This Resolution Authorizes a Memorandum of Understanding (MOU) between the New Jersey Department of Human Services (DHS) and its Division of Medical Assistance and Health Services (DMAHS) and Division of Aging Services (DoaS), and the County and its Division of Senior Services, for the purpose of memorializing the agencies' respective responsibilities in regard to the administration of New Jersey's Medicaid program and Medicaid claiming under State and federal law. The MOU is required by DHS.

G-5 RESOLUTION AUTHORIZING THE DIVISION HEAD OF DISABILITY SERVICES TO ACCEPT AND TO DISTRIBUTE PROPORTIONATE FUNDS FOR FY2015.

The funds are deemed as upward contract salary adjustment funds to certain providers who employees of designated health care providers perform direct hands on case to clients served with in their respective programs funded by the Alcohol and Drug Abuse Grant. Based on the State of New Jersey fiscal year 2015 Appropriations Act, the State of New Jersey, Department of the Treasury has allocated Community Provider Contract Adjustments funds to be allocated to Counties contracting with community care providers.

G-6 RESOLUTION AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT AND TO DISTRIBUTE PROPORTIONATE FUNDS FOR FY2015.

The funds are deemed as upward contract salary adjustment funds to certain providers who employees of designated health care providers perform direct hands on care to clients served with in their respective programs funded by the Area Plan Contract Grant. Based on the State of New Jersey fiscal year 2015 Appropriations Act, the State of New Jersey, Department of the Treasury has allocated Community Provider Contract Adjustments funds to be allocated to Counties contracting with community care providers.

G-7 RESOLUTION AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT AND TO DISTRIBUTE PROPORTIONATE FUNDS FOR FY2015.

The funds are deemed as upward contract salary adjustment funds to certain providers who employees perform direct hands on care to clients served with in their respective programs funded by the SFY 2015 Prevention Services Grant. Based on the State of New Jersey fiscal year 2015 Appropriations Act, the State of New Jersey, Department of the Treasury has allocated Community Provider Contract Adjustments funds to be allocated to Counties contracting with community care providers.

G-8 RESOLUTION AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT AND TO DISTRIBUTE PROPORTIONATE FUNDS FOR FY2015.

The funds are deemed as upward contract salary adjustment funds to certain providers who employees perform direct hands on care to clients served with in their respective programs funded by the SFY 2015 Social Services for the Homeless Grant. Based on the State of New Jersey fiscal year 2015 Appropriations Act, the State of New Jersey, Department of the Treasury has allocated Community Provider Contract Adjustments funds to be allocated to Counties contracting with community care providers.

G-9 RESOLUTION AUTHORIZING AWARD OF CONTRACT TO HOLCOMB BUS SERVICE, INC., FROM JUNE 11, 2015 TO MAY 31, 2017, IN AN AMOUNT NOT TO EXCEED \$134,500.00

The Gloucester County Division of Transportation Services (DTS) is requesting award of contract to Holcomb Bus Service, Inc., to provide transportation services to residents with disabilities to vocational training sites. This contract (Bid #PD-015-010) will provide for the on-going transportation needs of residents with disabilities from June 11, 2015 to May 31, 2017.

G-10 RESOLUTION AUTHORIZING A GRANT AGREEMENT WITH THE NATIONAL EMERGENCY FOOD AND SHELTER PROGRAM FOR ITS PHASE 32 GRANT FOR \$14,050.00.

This Resolution authorizes the signing of a grant agreement with the National Food and Shelter Board (the Board) from November 1, 2014 to October 31, 2015, in the amount of \$14,050.00, The Board has - residents. The Local Emergency Food and Shelter Board, through Gloucester County Human Services Advisory Council, has awarded \$14,050.00 of these funds to the County Division of Social Services to purchase food certificates for distribution to families and individuals who come to the Division in need of food.

Old Business

New Business

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

Adjournment

MINUTES

7:00 p.m. Wednesday, June 10, 2015

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	
Jefferson	X	
Damminger	X	

Also in attendance: Administrator Bruner, Deputy Administrator White, Chief Counsel Lyons

Changes to the Agenda

Approval of the regular meeting minutes from May 20, 2015 and closed session minutes from April 15, 2015, May 6, 2015 and May 20, 2015

	Motion	Second	Yes	No	Abstain
Chila	X		X		5-6-15
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Jefferson			X		
Damminger			X		

Comments: N/A

49259 Proclamation in honor of Gateway High School, 1st Place Winner at 19th Annual Gloucester County Consumer Bowl, and 2015 Southern New Jersey Regional Consumer Bowl (Barnes) (to be presented)

49260 Best of Gloucester County Proclamations (Simmons) (previously presented)

49261 Proclamation in honor of the 100th Anniversary Celebration of the Union Fire Company, Blackwood Terrace (Deptford), NJ (DiMarco) (previously presented)

49262 Proclamation in Recognition of Mark Enders, Philadelphia Phillies 2015 All Star Teacher Award (Jefferson) (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		
Jefferson			X		
Damminger			X		

Comments: N/A

CLOSE

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

Comments: N/A

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER
FREEHOLDER CHILA

49263 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY AND PARTICIPATING MUNICIPALITIES IN THE COUNTY-WIDE REGISTRATION PROGRAM.

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

Comments: N/A

49264 RESOLUTION AUTHORIZING PAYMENT TO APPROPRIATE HOSPITALS FOR COURT-ORDERED INPATIENT MEDICAL TREATMENT FOR COUNTY RESIDENTS PURSUANT TO N.J.S.A. 30:4-60 IN AN AMOUNT NOT TO EXCEED \$50,000.00 FOR THE YEAR 2015.

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

Comments: N/A

49265 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEAL COMPLAINTS OF PLAINTIFFS V. GLASSBORO.

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

Comments: N/A

49266 RESOLUTION AUTHORIZING A CONTRACT WITH DECOTIIS, FITZPATRICK & COLE, LLP, FOR PROFESSIONAL TAX ATTORNEY SERVICES, IN AN AMOUNT NOT TO EXCEED \$75,000.00, FROM JUNE 12, 2015 TO JUNE 11, 2016.

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

Comments: N/A

49267 RESOLUTION AUTHORIZING APPROVAL OF REVISIONS TO THE HUMAN RESOURCES MANUAL AND TO AMEND THE ADMINISTRATIVE CODE SECTION PER-6.

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

Comments: N/A

49268 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE EDUCATIONAL INFORMATION AND RESOURCE CENTER (EIRC) FOR ETHERNET DEDICATED INTERNET SERVICES FROM JUNE 10, 2015 TO JUNE 9, 2018 FOR \$28,800.00 PER YEAR.

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

Comments: N/A

49269 RESOLUTION AUTHORIZING A CONTRACT WITH COMM SOLUTIONS FOR THE COMMVAULT SOFTWARE PREMIER SUPPORT COVERAGE AND REMOTE OPERATIONS MANAGEMENT SERVICE FROM JULY 16, 2015 TO JULY 15, 2016 FOR \$18,225.46.

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

Comments: N/A

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

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

49270 RESOLUTION AUTHORIZING THE ADOPTION AND AMENDMENT OF EMERGENCY MANAGEMENT POLICIES AND PROCEDURE MANUAL AND TO AMEND ADMINISTRATIVE CODE SECTION OEM-6.

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

Comments: N/A

49271 RESOLUTION AUTHORIZING THE PURCHASE OF SOFTWARE, SUPPORT AND MAINTENANCE WITH CAROUSEL INDUSTRIES OF NORTH AMERICA, INC. THROUGH STATE CONTRACT #A83908, FROM JUNE 10, 2015 TO JUNE 9, 2016 FOR \$283,223.30.

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

Comments: N/A

49272 RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT WITH PHYSIO-CONTROL, INC. FOR SOFTWARE AND TECHNICAL SUPPORT SERVICES FOR AUTOMATED EXTERNAL DEFIBRILLATORS, FROM JUNE 1, 2015 TO MAY 31, 2017 FOR \$19,604.00.

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

Comments: N/A

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

49273 RESOLUTION AUTHORIZING THE PURCHASE OF TWO 2016 FREIGHTLINER 108 SD DUMP TRUCKS FROM TRANSTECK, INC., D/B/A FREIGHTLINER OF BRIDGEPORT FOR THE TOTAL AMOUNT OF \$281,570.00.

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

Comments: N/A

49274 RESOLUTION AUTHORIZING THE PURCHASE OF REPLACEMENT PARTS FROM BINDER MACHINERY COMPANY FOR \$19,822.68.

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

Comments: N/A

49275 RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENT MODIFICATION #01 TO FEDERAL AID AGREEMENT 14-DT-BLA-682 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION TO INCREASE FUNDING BY \$147,792.00.

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

Comments: N/A

49276 RESOLUTION AUTHORIZING A CONTRACT WITH MID-ATLANTIC STATES CAREER AND EDUCATION CENTER FROM JULY 1, 2015 TO JUNE 30, 2020 IN AN AMOUNT NOT TO EXCEED \$232,482.00 IN YEAR ONE.

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

Comments: N/A

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

49277 RESOLUTION AUTHORIZING THE ACQUIRING OF A DEVELOPMENT EASEMENT IN THE TOWNSHIP OF LOGAN ON APPROXIMATELY 96.90 ACRES OF A FARM PROPERTY OWNED BY BARBARA PREVITERA, NEDDA CASHORE, ROSE LUSCAN, SALVATORE PREVITERA, MARY PREVITERA, ALFIO PREVITERA, AND MICHAEL PREVITERA, FOR \$872,100.00.

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

Comments: N/A

49278 RESOLUTION AUTHORIZING A CONTRACT WITH ADAMS, REHMANN & HEGGAN ASSOCIATES INC. AND REMINGTON & VERNICK ENGINEERS TO PROVIDE ENVIRONMENTAL ENGINEERING AND RELATED SERVICES FOR LAND AND/OR DEVELOPMENT RIGHT ACQUISITIONS FROM JUNE 10, 2015 TO JUNE 9, 2016 IN AN AMOUNT NOT TO EXCEED \$40,000.00 EACH.

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

Comments: N/A

49279 RESOLUTION AUTHORIZING THE 2015 SALARY AGREEMENT WITH RUTGERS COOPERATIVE EXTENSION DIVISION IN AN AMOUNT NOT TO EXCEED \$88,819.00 FROM JANUARY 1, 2015 TO DECEMBER 31, 2015.

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

Comments: N/A

DEPARTMENT OF BUILDINGS & GOVERNMENT SERVICES

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

49280 RESOLUTION AUTHORIZING A CONTRACT WITH WINDOW REPAIRS & RESTORATION, LLC FROM JULY 15, 2015 TO AUGUST 15, 2015 FOR \$51,030.00.

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

Comments: N/A

49281 RESOLUTION AUTHORIZING APPROVAL OF A CONTRACT WITH SOFTWARE HOUSE INTERNATIONAL CORP. AND TYLER TECHNOLOGIES FOR THE PURCHASE OF "CIVIL SERVE" LICENSED SOFTWARE, SUPPORT, MAINTENANCE AND ON-SITE TRAINING THROUGH STATE CONTRACT #A77560 FOR \$122,526.93.

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

Comments: N/A

DEPARTMENT OF HEALTH & HUMAN SERVICES

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

49282 RESOLUTION AUTHORIZING AN APPLICATION TO NEW JERSEY WIC SERVICES FOR A "MINI GRANT" IN THE AMOUNT OF \$1,500.00 FROM JUNE 1, 2015 TO SEPTEMBER 30, 2015.

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

Comments: N/A

49283 RESOLUTION AUTHORIZING AN APPLICATION TO THE NEW JERSEY DEPARTMENT OF HEALTH AND SENIOR SERVICES FOR A LOCAL CORE CAPACITY FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS GRANT IN THE AMOUNT OF \$275,512.00 FROM JULY 1, 2015 TO JUNE 30, 2016.

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

Comments: N/A

49284 RESOLUTION AUTHORIZING A GRANT APPLICATION AND EXECUTION OF AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES FOR THE SFY16 SOCIAL SERVICES HOMELESS GRANT, IN AN AMOUNT NOT TO EXCEED \$402,078.00.

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

Comments: N/A

Old Business

New Business

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

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

Adjournment 7:29 PM

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

Comments: N/A

PI

Gloucester County

Board of Chosen Freeholders

Proclamation

CELEBRATING THE GRAND OPENING OF THE TATTERED DRAGONFLY JUNE 6, 2015

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to recognize The Tattered Dragonfly on its grand opening at a ribbon cutting celebration on June 6th, 2015; and

WHEREAS, the Tattered Dragonfly is the dream of Lead Artisan Danielle Horner who re-visions vintage furniture and antique pieces to improve, not lose, the story that a piece of furniture or décor can tell. Danielle's vision is to launch a shop in the local community that offers beautiful, hand-finished pieces at affordable prices so that people can create warm and loving atmospheres in their own homes; and

WHEREAS, the Tattered Dragonfly donates a portion of its proceeds each month to Operation Dignity, a fund that helps restore honor to people locally and abroad who have fallen upon challenging times. Some of the groups helped by Operation Dignity are refugees in Jordan who fled Iraq as a result of ISIS, the Nesting Room at the Neonatal Intensive Care Unit at Cooper University Hospital, and Home of the Brave, a transitional housing facility for veterans; and

WHEREAS, the County of Gloucester welcomes The Tattered Dragonfly and offers the services of the Gloucester County Office of Economic Development that assists with financing and hiring needs for small businesses; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Dammiuger, as Director, and on behalf of the 2015 Gloucester County Board of Chosen Freeholders, Deputy Freeholder Director Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank DiMarco, James B. Jefferson and Heather Simmons do hereby recognize and congratulate The Tattered Dragonfly on its grand opening in Mullica Hill, Harrison Township, Gloucester County.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 6th day of June, 2015.

Robert M. Dammiuger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

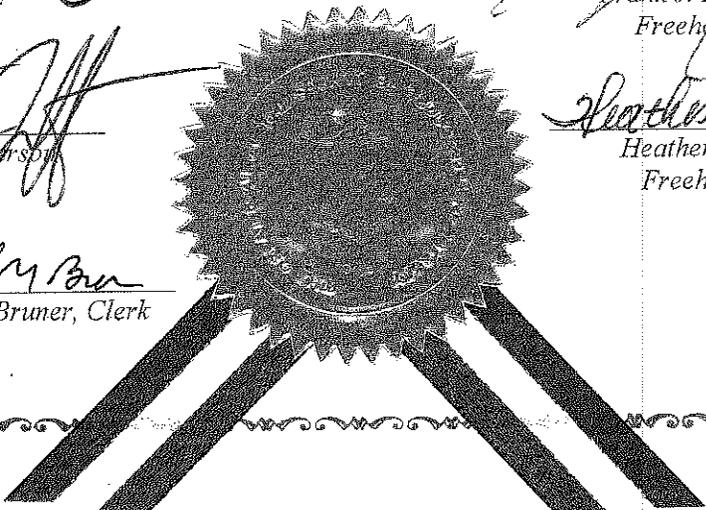
Daniel Christy
Freeholder

Frank J. DiMarco
Freeholder

James B. Jefferson
Freeholder

Heather Simmons
Freeholder

ATTEST:
Chad M. Bruner, Clerk



Gloucester County

Board of Chosen Freeholders

Proclamation

CELEBRATING 48 YEARS IN BUSINESS
BOB'S HOBBIES AND CRAFTS
1967-2015

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to recognize Bob's Hobbies and Crafts for serving the Borough of Pitman for 48 years; and

WHEREAS, Bob's Hobbies and Crafts was founded by Bob and Alice Polocz and incorporated in 1967. The store has been an anchor of downtown Pitman, located on the corner of Broadway and Pitman Avenue, selling art supplies, model train accessories, scout uniforms and badges, model cars, crafting accessories and many other items; and

WHEREAS, Bob's Hobbies and Crafts reminds us of a simpler time before touchscreens and keyboards, when perhaps many were more apt to pick up paintbrushes, knitting needles and wood glue. The store has been a reliable resource for countless school projects, sewing circles, scrapbook makers, model train enthusiasts and Boy Scout and Girl Scout troops; and

WHEREAS, Bob's Hobbies and Crafts will be fondly remembered as an iconic landmark full of whimsy, crafty ideas and art, and we commend Alice Polocz and her late husband Bob for their dedication and hard work operating a successful business for 48 years; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2015 Gloucester County Board of Chosen Freeholders, Deputy Freeholder Director Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank DiMarco, James B. Jefferson and Heather Simmons do hereby recognize and congratulate Bob's Hobbies and Crafts on 48 years in business.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 8th day of June, 2015.

Robert M. Damming
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

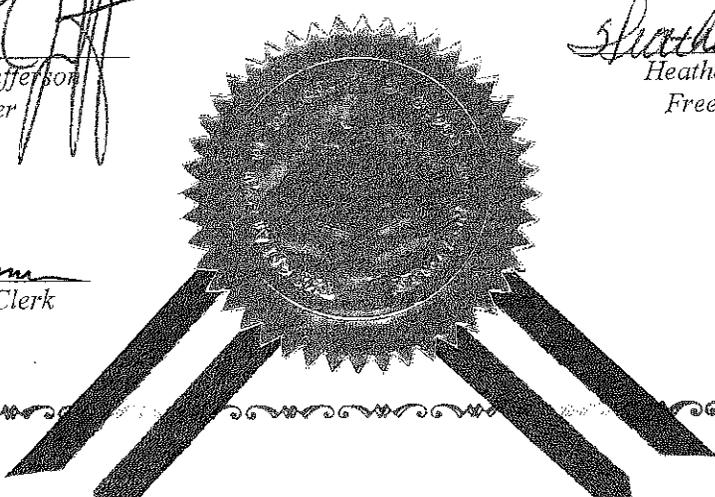
Daniel Christy
Freeholder

Frank J. DiMarco
Freeholder

James B. Jefferson
Freeholder

Heather Simmons
Freeholder

ATTEST:

Chad M. Bruner, Clerk

Gloucester County

Board of Chosen Freeholders

Proclamation

~ In Recognition of ~

Dr. William J. King

Woodbury Juneteenth 2015 Community Service Award

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize Dr. William J. King as the recipient of the Woodbury Juneteenth 2015 Community Service Award. This award is given to a person who exemplifies conviction, purpose and enthusiasm as a responsible citizen of his or her community; and

WHEREAS, Dr. William J. King completed his baccalaureate degree at Virginia Union University, having earned a basketball scholarship and graduated magna cum laude. He continued his higher education at the University of Pennsylvania, concentrating in Physical Therapy. Dr. William J. King went on to earn his Doctor of Osteopathic Medicine degree from the Philadelphia College of Osteopathic Medicine. Upon graduation, Dr. William J. King enlisted in The United States Air Force, serving in the medical division. During his service he obtained the rank of Colonel and earned the Meritorious Service Medal; and

WHEREAS, in 1968 Dr. William J. King became the first doctor of African American descent at Underwood Memorial Hospital in Woodbury, New Jersey. During Dr. William J. King's career, he held the distinguished positions of Chair, Underwood Hospital's Family Medicine and Director, Underwood Hospital's Family Medicine Residency program; and

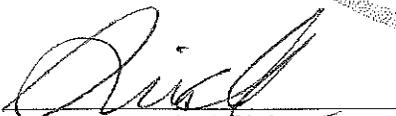
WHEREAS, Dr. William J. King continues in retirement providing outreach to those in need through his ministry at the Living World Bible Fellowship Church in Blackwood, New Jersey; and

WHEREAS, Dr. William J. King is a loving husband to Collette, his wife of 50 years, a proud father and devoted grandfather; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2015 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby recognize Dr. William J. King on receiving the Woodbury Juneteenth 2015 Community Service Award.

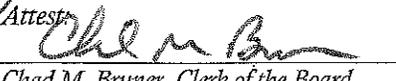
IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 13th day of June, 2015.


Robert M. Damming
Freeholder Director

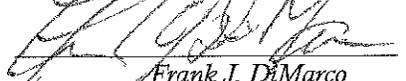

Giuseppe (Joe) Chila
Freeholder Deputy Director

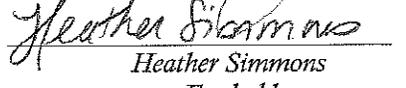

Daniel Christy
Freeholder


James B. Jefferson
Freeholder

Attest:

Chad M. Bruner, Clerk of the Board


Lyman Barnes
Freeholder


Frank J. DiMarco
Freeholder


Heather Simmons
Freeholder

Gloucester County

Board of Chosen Freeholders

Proclamation

~ In Recognition of ~

WOODBURY ROTARY PARK

Woodbury Rotary Lunch Club, District 7640

“Service Above Self”

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize the re-dedication of Woodbury Rotary Park and Woodbury Rotary Lunch Club of District 7640 for their devotion and dedication to the maintenance and beautification of the Park; and

WHEREAS, Rotary Park, located at the bank of the Hester's Branch of Woodbury Creek at Barber Avenue, was designated by resolution approved by the City of Woodbury on June 28, 1976; and

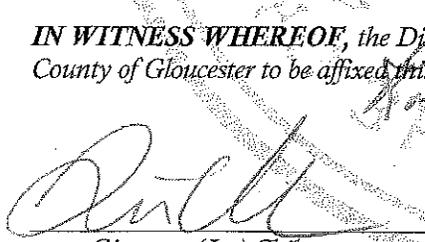
WHEREAS, since 1976, the Woodbury Rotary Lunch Club of District 7640 has maintained the beautification and additions to the park. The Rotary club has been responsible for the installation of a Gazebo, Korean and Vietnam Conflict War Memorial, a War Memorial Walk and flag pole. On June 5, 2012, the walkway was proclaimed by Hon. Robert Andrews of New Jersey House of Representatives as “A special tribute to the unsung heroes who assisted the American war effort in both times of war and peace”; and

WHEREAS, in 1989, the Rose Garden was created at Rotary Park by Jack and Edith Patterson. In 1990, the Past President and Past District Governor Herbert a. Budd Jr. donated and planted additional rose bushes. Today, a rose bush will be planted as a gift from Past District Governor Carol “Can-Do” Jeronimo in honor of the Woodbury Rotary Lunch Club's first female President, Wanda Lee McIlvaine; and

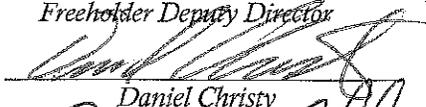
WHEREAS, Rotary Park's newly planted trees, bushes and flowers, along with a new lighting and irrigation system were provided by Simon Darlington of Darlington gardens. This was achieved by the tremendous fundraising efforts of the Woodbury Rotary Lunch Club of District 7640, especially members Tony Yula, Randy and Herb Budd and Wanda Lee McIlvaine; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2015 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby recognize the re-dedication of Rotary Park at Barber Avenue and all the members' of the Woodbury Rotary Lunch Club of District 7640 for being a shining example of Rotary's “Service Above Self” motto.

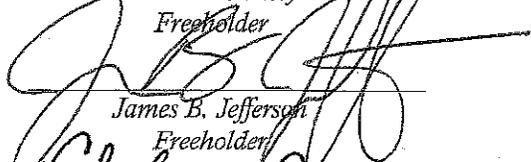
IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 16th day of June, 2015.



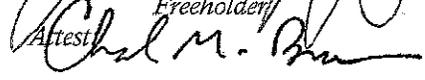
Giuseppe (Joe) Chila
Freeholder Deputy Director



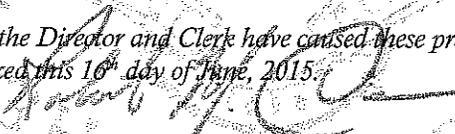
Daniel Christy
Freeholder



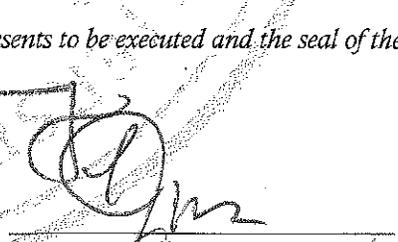
James B. Jefferson
Freeholder



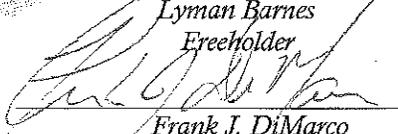
Chad M. Bruner, Administrator / Clerk of the Board



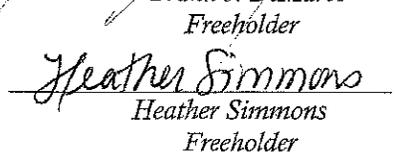
Robert M. Damminger
Freeholder Director



Lyman Barnes
Freeholder



Frank J. DiMarco
Freeholder



Heather Simmons
Freeholder

A-1

RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2015 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 2015 as follows:

- (1) The sum of **\$141,562.00**, which item is now available as a revenue from the State of New Jersey, Department of Environmental Protection 2015 Clean Communities Grant, to be appropriated under the caption of the State of New Jersey, Department of Environmental Protection 2015 Clean Communities Grant - Other Expenses;
- (2) The sum of **\$1,500.00**, which item is now available as a revenue from the State of New Jersey, Department of Health and Senior Services Senior Farmers Market Nutrition Program, to be appropriated under the caption of the State of New Jersey, Department of Health and Senior Services Senior Farmers Market Nutrition Program - Other Expenses;
- (3) The sum of **\$275,512.00**, which item is now available as a revenue from the State of New Jersey, Department of Health and Senior Services Local Core Capacity for Public Health Emergency Preparedness Grant, to be appropriated under the caption of the State of New Jersey, Department of Health and Senior Services Local Core Capacity for Public Health Emergency Preparedness Grant - Other Expenses;
- (4) The sum of **\$170,064.00**, which item is now available as a revenue from the State of New Jersey, Department of Health Special Child Health Case Management, to be appropriated under the caption of the State of New Jersey, Department of Health Special Child Health Case Management - Other Expenses;
- (5) The sum of **\$300,000.00**, which item is now available as a revenue from the State of New Jersey, Department of Children and Families Prevention Services, to be appropriated under the caption of the State of New Jersey, Department of Children and Families Prevention Services - Other Expenses;
- (6) The sum of **\$402,078.00**, which item is now available as a revenue from the State of New Jersey, Department of Human Services Social Services for the Homeless, to be appropriated under the caption of the State of New Jersey, Department of Human Services Social Services for the Homeless - Other Expenses;
- (7) The sum of **\$202,595.00**, 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.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 24, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

A-2

**RESOLUTION AUTHORIZING APPROVAL OF THE
BILL LISTS FOR THE MONTH OF JUNE 2015**

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 June 19, 2015; 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 June 19, 2015.

NOW, THEREFORE, BE IT RESOLVED that the County's Bill List for the period ending June 19, 2015, 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 June 19, 2015, 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, June 24, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

A.3

RESOLUTION AUTHORIZING THE COUNTY TO ENTER INTO A COOPERATIVE PRICING AGREEMENT WITH THE TOWNSHIP OF CRANFORD BEGINNING JUNE 24, 2015

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the Cranford Police Cooperative Pricing system (ID# 47-CPCPS), hereinafter referred to as the "Lead Agency" has offered voluntary participation in a Cooperative Pricing system for the purchase of police and administrative vehicles; and

WHEREAS, on June 24, 2015 the governing body of the County of Gloucester, State of New Jersey, duly considered participation in a Cooperative Pricing System for the purchase of police and administrative vehicles; and

WHEREAS, the Township of Cranford is the Lead Agency which advertises and receives bids to provide prices for the contracts which are a part of the Cooperative Purchasing System and shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey; and

WHEREAS, it is therefore appropriate to authorize entering into the Cooperative Pricing System beginning June 24, 2015 and continue in effect until any party to this agreement shall give written notice of its intention to terminate its participation.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester pursuant to the provisions of N.J.S.A. 40A:11-11(5), the County of Gloucester is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency beginning June 24, 2015 and continue in effect until any party to this agreement shall give written notice of its intention to terminate its participation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 24, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

A-3

COOPERATIVE PRICING SYSTEM AGREEMENT
CRANFORD POLICE COOPERATIVE PRICING SYSTEM

This Agreement made and entered into this 24th day of June, 2015, by and between the **Township of Cranford** and the **County of Gloucester**, who desire to participate in the Cranford Police Cooperative Pricing System.

WITNESSETH

WHEREAS, N.J. S.A 40A:11-11(5), specifically authorizes two or more contracting units to establish a Cooperative Pricing System for the provision and performance of goods and services and enter into a Cooperative Pricing Agreement for its administration; and

WHEREAS, the **Township of Cranford** is conducting a voluntary Cooperative Pricing System with other contracting units; and

WHEREAS, this Cooperative Pricing System is to effect substantial economies in the provision and performance of goods and services; and

WHEREAS, all parties hereto have approved the within Agreement by Resolution in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE, IN CONSIDERATION OF the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

1. The goods or services to be priced cooperatively may include police and administrative vehicles and such other items as two or more participating contracting units in the system agree can be purchased on a cooperative basis.
2. The items and classes of items which may be designated by the participating contracting units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.
3. The Lead Agency, on behalf of all participating contracting units, shall upon approval of the registration of the System and annually thereafter on the anniversary of the registration of the system publish a legal ad in such format as required by N.J.A.C. 5:34-7.9(a) in its official newspaper normally used for such purposes by it to include such information as:
 - (A) The name of Lead Agency soliciting competitive bids or informal quotations.

- (B) The address and telephone number of Lead Agency.
 - (C) The names of the participating contracting units.
 - (D) The State Identification Code assigned to the Cooperative Pricing System.
 - (E) The expiration date of the Cooperative Pricing System.
4. Each of the participating contracting units shall designate, in writing, to the Lead Agency, the items to be purchased and indicate therein the approximate quantities desired, the location for delivery and other requirements, to permit the preparation of specifications as provided by law.
 5. The specifications shall be prepared and approved by the Lead Agency and no changes shall be made thereafter except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
 6. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be prepared by the Lead Agency on behalf of all of the participating contracting units desiring to purchase any item.
 7. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all participating contracting units. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate item. This award shall result in the Lead Agency entering into a Master Contract with the successful bidder(s) providing for two categories of purchases:
 - (A) The quantities ordered for the Lead Agency's own needs, and
 - (B) The estimated aggregate quantities to be ordered by other participating contracting units by separate contracts, subject to the specifications and prices set forth in the Lead Agency's Master Contract.
 8. The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s) only after it has certified the funds available for its own needs.
 9. Each participating contracting unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to successful vendor(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful vendor(s); make payment directly to the successful vendor(s) and be responsible for any tax liability.

10. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating contracting unit. Each participating contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.
11. The provisions of Paragraphs 7, 8, 9, and 10 above shall be quoted or referred to and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.
12. No participating contracting unit in the Cooperative Pricing System shall issue a purchase order or contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids or quotations which it has itself received.
13. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.
14. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
15. It is agreed that each participating contracting unit shall pay the Lead Agency an annual fee of \$0 as its estimated prorated share of the administrative costs incurred by the Lead Agency. In the event this estimated prorated share should prove insufficient, each party agrees to pay an additional prorated sum to be determined by all of the participating contracting units.
16. This Agreement shall become effective immediately upon the review and approval of the Director of the Division of Local Government Services and shall continue in effect until any party to this Agreement shall give written notice of its intention to terminate its participation.
17. Additional local contracting units may from time to time, execute this Agreement by means of a Rider annexed hereto, which addition shall not invalidate this agreement with respect to other signatories. The Lead Agency is authorized to execute the Rider on behalf of the members of the System.
18. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.
19. This Agreement shall be binding upon and ensure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

TOWNSHIP OF CRANFORD

BY: _____
Terence Wall, Township Administrator

ATTEST BY: _____

COUNTY OF GLOUCESTER

BY: _____
Robert M. Damminger, Freeholder Director

ATTEST BY: _____
Chad M. Bruner,
Administrator/Clerk of the Board

A-4

RESOLUTION AUTHORIZING A CONTRACT WITH PENN BEHAVIORAL HEALTH CORPORATE SERVICES FOR PROFESSIONAL EMPLOYEE ASSISTANCE FROM JUNE 26, 2015 TO JUNE 25, 2016 IN AN AMOUNT NOT TO EXCEED \$25,000.00

WHEREAS, there is a need by Gloucester County for professional employee assistance to benefit the employees of the County of Gloucester; and

WHEREAS, the County requested proposals from interested providers and evaluated those proposals consistent with the County's fair and open procurement process pursuant to RFP #015-016; and

WHEREAS, the evaluation, based on the established criteria, concluded that Penn Behavioral Health Corporate Services, with offices at 3535 Market Street, 4th Floor, Philadelphia, PA 19104, made the most advantageous proposal; and

WHEREAS, the contract shall be for estimated units of service, in 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. Continuation of this contract beyond December 31, 2015 is conditioned upon the adoption of the 2016 Gloucester County Budget; and

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

WHEREAS, this contract may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contract is the provision of professional services for which competitive bids could not be received.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director of the Board is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to the contract between the County of Gloucester and Penn Behavioral Health Corporate Services for the provision of professional employee assistance to benefit the employees of the County from June 26, 2015 to June 25, 2016, in an amount not to exceed \$25,000.00; and

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

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 24, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

A-4

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
PENN BEHAVIORAL HEALTH CORPORATE SERVICES**

THIS CONTRACT is made effective this 26th day of June, 2015 by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **PENN BEHAVIORAL HEALTH CORPORATE SERVICES**, with offices at 3535 Market Street, 4th Floor, Philadelphia, PA 19104, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need by the County of Gloucester for professional employee assistance to benefit the employees of the County; and

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

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

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for a period of one year from June 26, 2015 to June 25, 2016.
2. **COMPENSATION.** Contract shall be for estimated units of service, in an amount not to exceed \$25,000.00.

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

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

Each invoice shall contain an itemized, detailed description of all 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 Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the County's RFP #015-016, and Vendor's responsive proposal, which are incorporated in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP #015-016, this contract shall prevail.

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

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in RFP #015-016, which is specifically referred to and incorporated herein by reference.

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

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

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the 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 Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.

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

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

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

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

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

10. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by

County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

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

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

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

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

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

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

17. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP #015-016 issued by the County and Vendor's responsive proposal. Should there occur a conflict between this form of contract and the County's RFP #015-016, then this Contract shall prevail. If there should occur a conflict between this Contract or RFP #015-016 issued by the County and the Vendor's Proposal, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is effective as of this 26th day of June, 2015.

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

ATTEST:

COUNTY OF GLOUCESTER

CHAD M. BRUNER
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER,
DIRECTOR

ATTEST:

PENN BEHAVIORAL HEALTH
CORPORATE SERVICES

JANET FARRELL, SR. SALES
REPRESENTATIVE

BASIS OF AWARD

(To be completed by County evaluation committee)
 (100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the
 County, based on price and other factors considered.

RFP-14-030 – EAP – University of Penn

EVALUATION FACTORS		SCORE
Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.		
A.	Technical Proposal contains all required information All required documentation submitted. <u>5</u> points	5
B.	<u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u> <u>25</u> points. 20 years in the field. Staff qualifications clearly identified. Proposal makes general statement that all professional staff have an average of 10 years experience.	23
C.	<u>Relevance and Extent of Similar Engagements performed</u> <u>25</u> points. Primarily Philadelphia government entities but has provided services to a few NJ government entities (City of Phila, Burlington County courts)	23
D.	<u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> <u>25</u> points. Located in Philadelphia. Proposal very thorough in describing how services will be delivered.	23
E.	Reasonableness of Cost Proposal <u>20</u> points. Vendor submitted .93 per Employee per Month.	19
TOTALS		93

May 13th, 2015

Pete Mercanti
Director, Purchasing Department
County of Gloucester
Two South Broad Street
Woodbury, NJ 08096

Dear Mr. Mercanti,

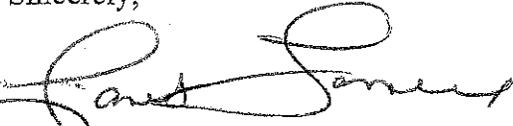
Thank you for the opportunity to provide an Employee Assistance proposal for your review. Since, 1996 PENN Behavioral Health has continued to be both a leader in our field and a highly respected member of the community. We have had great success working with a number of organizations including the City of Philadelphia, SEPTA, Archdiocese of Philadelphia, Burlington County Courts and Catholic Charities of Trenton to name a few of our clients.

PENN Behavioral Health acknowledges the proposal requirements, instructions, terms and conditions, and specifications sections of the RFP and state that all these documents are part of our Proposal including the following requested statements:

- That PENN Behavioral Health Corporate Services has Workers Compensation and Employer's Liability Insurance in accordance with New Jersey Law.
- Neither PENN Behavioral Health Corporate Services nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state or local agency.
- Penn Behavioral Health is a part of Penn Medicine who does have an Affirmation Action Plan in place, a document prepared by Penn's Human Resource Information Systems is enclosed.

We would welcome the opportunity as a finalist to present Penn's Employer Services to the Gloucester County. We look forward to hearing from you; please do not hesitate to contact me if you have any questions.

Sincerely,



Janet Farrell
Senior Sales Representative
PENN Behavioral Health Corporate Services
3535 Market St 4th Floor Philadelphia, PA 19104
215.746.3085
janetfa@mail.med.upenn.edu

 Penn Medicine

IV. Pricing - EAP and Work-Life Services

Pricing is combined for the PENN Behavioral Health EAP Program and the Work-Life Services Program.

EAP Program Pricing - For the EAP Program, the 3 Session Model refer to the number of sessions per topic per year each clinical client is permitted for the price stipulated. Employees, spouses, and dependents are eligible.

EAP Programs-Services as outlined in Section 12- Cost Proposal	Per Employee Per Month Rate	Per Employee Per Year Rate
3 Session Model	\$.93 per employee per month	\$11.16 per employee per year

EAP Program Comprehensive Services:

Clinical Client-Oriented

- 24/7 toll-free telephone access to Master's-level and Licensed intake clinicians
- Referrals to regional network of culturally diverse specialists
- Clinical assessments by Master's level professionals
- Coordination with medical health plan
- On-site confidential, face-to-face brief coaching and consulting
- Critical incident/stress debriefings
- Client intervention services for special clinical cases
- Substance abuse, violence, and suicidality screenings
- Assistance in developing Productivity Management Services for the Organization and the Employees

Employer-Oriented

- Client/Corporate/Event Satisfaction surveys
- On Site and Telephonic-Supervisor/Management assistance and consultations
- 1- On Site-Management and supervisory orientation and training
- 1 -On Site-Wellness Seminars/Trainings for both supervisors and employees
- On Site Critical Incident- 1 or as needed
- Comprehensive promotion campaign and communication materials
- Employee brochures, wallet cards, magnets, and posters
- Senior management briefings
- Personalized account management from dedicated account manager
- Work-Life (optional) full integration with seamless transfer and follow-up
- Human Resources/Occupational health/Safety Intervention Training
- 3-Substance Abuse Professional Services
- Quarterly and annual reports

A-5

RESOLUTION APPROVING APPOINTMENTS TO THE GLOUCESTER COUNTY MUNICIPAL ECONOMIC DEVELOPMENT COUNCIL FROM JULY 1, 2015 TO DECEMBER 31, 2015

WHEREAS, the Gloucester County Economic Development Council (the "Council") consists of one representative from each of the participating municipalities as designated by the municipality and representatives from various County departments; and

WHEREAS, membership to the Council shall be approved by the Board of Chosen Freeholders; and

WHEREAS, as a benefit to all government units involved, future appointments will be approved at the County's annual reorganization meeting.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey that the term of service for the following members to the Council is hereby extended from July 1, 2015 to December 31, 2015:

Charles Simon
Ken Barnshaw
Dale Archer
David Slack
Louis Gonzalez
Ronda Abbruzzese
Geraldine Pohlig
Diane Malloy
Frank Minor
Michelle Bruner
Cody Miller
David Misilewich
Don Sullivan
Marc Kamp
Matthew Weng
John Horner
Diane Hale
Robert Smith
John Howard
Sandra Rost
William J. Bittner Jr.
Randi Woerner
Eshia (Jake) Jacob
Jane DiBella
Thomas Bianco
Michelle Shirey
Richard Westergaard
Vincent Voltaggio
Linda Strieter

Clayton
Deptford
East Greenwich
Elk
Franklin
Glassboro
Greenwich
Harrison
Logan
Mantua
Monroe
National Park
Newfield
Paulsboro
Pitman
South Harrison
Swedesboro
Washington Twp.
Wenonah
West Deptford
Westville
Woodbury
Woodbury Heights
Woolwich
Economic Development
Economic Development
GC Planning
GC Engineering
Rutgers Cooperative Extension

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 24, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

A.6

**RESOLUTION APPROVING REAPPOINTMENTS TO THE BOARD OF EDUCATION
OF THE SPECIAL SERVICES SCHOOL DISTRICT & VOCATIONAL SCHOOL
DISTRICT**

WHEREAS, there currently exists a Board of Education of the Special Services School District and the Vocational School District of the County of Gloucester which provides valuable services to the Board of Chosen Freeholders and the County of Gloucester; and

WHEREAS, the current terms of Albert Frattali and Robert Wooton expire June 30, 2015; and

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

1. The Board of Chosen Freeholders of the County of Gloucester hereby authorizes the reappointments of Albert Frattali and Robert Wooton to three-year terms, effective for the period commencing July 1, 2015 and terminating June 30, 2018.
2. Said appointments are subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 24, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

AG

June 4, 2015

Freeholder Lyman Barnes – Education Liaison
2 South Broad Street, PO Box 337
Woodbury, NJ 08096

Re: Albert F. Frattali - Request for Reappointment - Board of Education Member

Dear Freeholder Barnes:

Please consider my request for reappointment to serve as Board of Education Member on The Board of Education of the Special Services and the Vocational School District of the County of Gloucester. My current term expires on June 30, 2015. Enclosed is my resume for your consideration.

If you need any additional information, please contact me.

Sincerely,

Albert F. Frattali (vc)

Albert F. Frattali

AFF/vc

Enclosure

ALBERT F. FRATTALI

EDUCATION:

- 1978 – 1980 Lyons Technical Institute, Phila., Pa.
Heating and Air Conditioning

- 1970 – 1972 Ironworkers Local #12, Albany, NY
Apprenticeship Program

- 1969 – 1969 U.S. Army Medical Training School
Fort Sam Houston, TX

- 1968 - 1970 Carpenters District Council Apprenticeship
Phila., Pa.

- 1964 – 1968 Bishop Neumann High School, Phila., Pa.
Business Course

EXPERIENCE:

- 07/07 – Present Co-Administrator Ironworkers District
Council Phila. And Vicinity Health and
Pension Fund**

Oversee Collection of Contributions from
Signatory Contractors, Administer Pension
Benefits to Retirees and manage health
Benefits for Phila. Council of Ironworkers

09/89 – 06/07

**Business Manager – Financial Secretary/Treasurer
Funds Administrator
Local Union #405, Philadelphia, Pa.**

Manage the finances of the local union. Negotiate Collective Bargaining Agreements with various Contractor Associations. Organize new contractors and new members. Responsible for Placement of members on construction jobs. Oversee and Coordinate work relationships between management and labor Solicit employment from various contractors for new jobs for Members. Report all business of local union to members. Administer Annuity, Apprentice, and Vacation Funds.

04/71 – 09/89

Ironworker, Ironworker Foreman for various General Contractors and Sub-Contractors.

Worked on various construction sites, commercial, Residential, industrial, heavy, highway and bridge Construction. Responsible for job layout, reading of Blue prints, giving direction and leadership to men on Job site. Keep records on steel deliveries, steel tonnage Placement, cost/profit of job.

07/68 – 03/71

Wynnewood Manufacturers [Cabinetmaker]

Fit-up work – assembly and installation. Operation of Machinery which included overhead router, table saw, Joiner, planers, band saws and sanding machine for Various commercial projects.

PROFESSIONAL MEMBERSHIPS:

Commissioner on the Delaware River Port Authority

Vice-Chairmen Washington Township Planning Board

Trustee Ironworkers Local #405 Annuity, Apprentice and
Vacation Funds

Board Member of the Special Services School District and
The Vocational School District of the County of Gloucester

Board Member of the Philadelphia Crime Commission

Ex-President and Board Member of UNICO Charities
Philadelphia Chapter

HONORS:

Laborers International Local #332 – Labor Man of the Year Award 2000

UNICO Charities – Salute to Labor Honoree Award 2003

RPC TV Network – Good News Award 2004

March of Dimes – Service to Humanity Award 2005

Joe Hand Boxing Club – Good Guy Award 2005

Joe Hand Boxing Club – Sponsor of the Year Award 2006

Joe Hand Boxing Club - New Politician Award 2007

NARSC – Reinforcing Steel Industry Award - 2007

Boys Towns of Italy, Inc. – Man of the Year - 2011

ACTIVITIES:

3rd Degree Black Belt Instructor – Shotokan Karate Jitsu

June 3, 2015

Freeholder Lyman Barnes – Education Liaison
2 South Broad Street, PO Box 337
Woodbury, NJ 08096

Re: Robert P. Wooton - Request for Reappointment - Board of Education Member

Dear Freeholder Barnes:

Please consider my request for reappointment to serve as Board of Education Member on The Board of Education of the Special Services and the Vocational School District of the County of Gloucester. My current term expires on June 30, 2015. Enclosed is my resume for your consideration.

If you need any additional information, please contact me.

Sincerely,

Robert P. Wooton (vc)

Robert P. Wooton

RW/vc

Enclosure

ROBERT P. WOOTON

Glassboro resident for 66 years

Married - 55 years - wife Joan

Four children

4 married (1 medical doctor, 2 in computer field, 1 in Education field with Master's degree, (currently at home mother)

Eight Grandchildren

Graduate:

- * Glassboro High School
- * Glassboro State College - B.S.
- * Glassboro State College - M.A.

Work Experience:

- * Retired after 32 yrs. in education as Teacher, Principal
Business administrator and Superintendent of Schools
- * Served as part-time borough administrator in Glassboro
- * Part-time adjunct professor at Rowan College -
supervising student teachers.

Civic Duties:

- * Served 15 years as a Glassboro councilman
(1967-1976, 1987-1989 & 1998-2000)
- * Served as trustee for Glassboro Public Library
(held offices of president & treasurer).
- * Served as the first secretary of the Glassboro
Park & Recreation Commission.
- * Member of the Gloucester County Special Services Board
of Education & Institute of Technology. (Member for
24 years)

- Member of the Educational Information & Resource Center Board of Trustees, (Currently Chairman)
- * Member of First United Methodist Church of Glaseboro and active on several of the church boards.

Miscellaneous:

- * Former First Lieutenant - U.S. Army Reserve
- * Former high school coach and umpire
- * Outstanding Young Man Award - 1970
- * Who's Who in American Colleges and Universities
- * Member Board of Trustees of Educational Information Resource Center
- * Member Phi Delta Kappa - an educational fraternity
- * Served twice as President of Gloucester Co. School Business Officials Assoc.

A-7

RESOLUTION AUTHORIZING THE COUNTY TO MODIFY THE CURRENT CONTRACT AND ALL OTHER DOCUMENTS WITH KERNAN CONSULTING ENGINEERS, INC. TO REFLECT THE COMPANY'S NAME CHANGE ONLY TO "MASER CONSULTING, P.A."

WHEREAS, the County of Gloucester (hereinafter the "County") currently has a contract with Kernan Consulting Engineers, Inc. for Housing Inspection and Engineering Services for its Owner Occupied Rehabilitation Program funded by the Community Development Block Grant (CDBG) and HOME Investment Partnership Programs; and

WHEREAS, Kernan Consulting Engineers, Inc. with offices at 935 Kings Highway, Suite 100, Thorofare, NJ 08086 has been purchased by Maser Consulting P.A. effective June 1, 2015 and has a new address of Maser Consulting, P.A., Attn: Accounting Department, 331 Newman Springs Road, Suite 203, Red Bank, NJ 07701; and

WHEREAS, for administrative purposes it is appropriate for the County to modify any and all County documents to accurately reflect this change of name and address; and

WHEREAS, all other terms and conditions of the contract in reference to RFP-14-025 will remain the same, as well as existing account information.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board, be and is hereby authorized to attest to any modifications of any and all documents executed with Kernan Consulting Engineers, Inc., by changing the vendor's name on these documents to Maser Consulting P.A.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, of the County of Gloucester held on Wednesday, June 24, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

C-1

RESOLUTION AUTHORIZING AN EXTENSION TO A CONTRACT WITH THE GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY FROM JULY 1, 2015 TO JUNE 30, 2016 IN AN AMOUNT NOT TO EXCEED \$340,000.00 AND AMENDING PERFORMANCE CRITERIA

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on July 10, 2013, authorizing the execution of a contract with extensions between the County of Gloucester and the Gloucester County Institute of Technology for supplying a total education package that will include open entry–open exit (non-traditional) educational, pre-vocational, and vocational services along with comprehensive support services for at-risk youth students; and

WHEREAS, the County adopted a Resolution on May 21, 2014 for a one year extension to the Contract and is now exercising the final extension from July 1, 2015 to June 30, 2016 in an amount not to exceed \$340,000.00; and

WHEREAS, Article 4.1 Performance Criteria and Reports is amended as per the attached Amendment and Extension with all other terms and provisions continuing in full force and effect; and

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

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 an extension to the Contract between the County of Gloucester and the Gloucester County Institute of Technology for an additional one year period from July 1, 2015 to June 30, 2016 in an amount not to exceed \$340,000.00 and amend Article 4.1 Performance Criteria and Reports of the Contract.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 24, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

C-1

**AMENDMENT TO CONTRACT
WITH
THE GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY**

THIS IS AN AMENDMENT to a contract originally entered into on the 10th day of July, 2013, by the **County of Gloucester**, with its principal office at 2 South Broad Street, Woodbury, NJ, hereinafter referred to as **“County”** and the **Gloucester County Institute of Technology**, with offices at 1360 Tanyard Road, Sewell, NJ, hereinafter referred to as **“Contractor”**.

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

ARTICLE 4 – PERFORMANCE CRITERIA AND REPORTS

4.1 The Contractor will be bound to a Performance Accountability System which will include the core indicators for participants as stated below. These standards are set by NJLWD and are subject to change for the upcoming program year from July 1, 2015 to June 30, 2016.

PY 2014			
Older Youth	Actual	* LWIA Plan	% LWIA Achieved
Placement in Employment/ Education		64.8%	
Attainment of Degree/Certificate		79.2%	
Literacy/Numeracy Gains		86.4%	

The Contract is extended for an additional one year period from July 1, 2015 to June 30, 2016 for an amount not to exceed \$340,000.00.

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

THIS AMENDMENT is effective as of the 1st day of July, 2015.

ATTEST:

COUNTY OF GLOUCESTER

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

**GLOUCESTER COUNTY INSTITUTE
OF TECHNOLOGY**

**MICHAEL DICKEN,
SUPERINTENDENT**

C-2

**RESOLUTION AUTHORIZING A CONTRACT WITH ST. JOHN OF GOD
COMMUNITY SERVICES FROM JULY 1, 2015 TO JUNE 30, 2020 IN AN AMOUNT
NOT TO EXCEED \$178,000.00 IN THE FIRST YEAR**

WHEREAS, the County of Gloucester, a designated workforce investment area, pursuant to the Workforce Investment Act of August 1998 along with guidelines created by the Work First New Jersey Program has a need to provide Community Work Experience Programs (CWEP) for Temporary Assistance to Needy Families (TANF), General Assistance (GA) and Supplemental Nutrition Assistance Program (SNAP) participants; and

WHEREAS, the County is desirous of providing various training opportunities for individuals who are receiving Temporary Assistance to Needy Families TANF, General Assistance (GA) or Supplemental Nutrition Assistance Program (SNAP); and

WHEREAS, the County requested proposals via RFP# 015-026 from interested providers and evaluated those proposals consistent with the County's fair and open procurement process and this contract is being awarded pursuant to the competitive contracting provisions of the Local Public Contracts Law of the State of New Jersey; and

WHEREAS, pursuant to N.J.S.A. 40A:11-4.2 et. al. the County requested competitive contracting proposals from interested providers and those proposals were evaluated and awarded consistent with the County's fair and open procurement process and N.J.S.A. 19:44A-20.4; and

WHEREAS, St. John of God Community Services Community Work Experience Program (CWEP) provides a range of training, employment and support services to adults who currently have barriers to employment; and

WHEREAS, compensation for the aforesaid services shall be in an amount not to exceed \$178,000.00, from July 1, 2015 to June 30, 2020 for the first contract year and future spending will be calculated based upon available grant money, pursuant to the proposal submitted by the Contractor; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that Freeholder Director be and are hereby authorized to execute and the Clerk of the Board to attest to the contract between the County of Gloucester and St. John of God Community Services for the provision to train at-risk youth students in various disciplines, from July 1, 2015 to June 30, 2020, in an amount not to exceed \$178,000.00 for the first contract year and additional years will be calculated based upon available grant money; and

BE IT FURTHER RESOLVED that prior to any purchase being made or service rendered pursuant to the within award, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purpose and identifying the line item of the County budget from which said funds will be paid.

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service and amount of the contract, if applicable, and a copy of this Resolution and the contract are on file and available for public inspection in the Office of the Clerk of the Board of Gloucester County. The aforementioned notice 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, June 24, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

C-2

**CONTRACT BETWEEN
ST. JOHN OF GOD COMMUNITY SERVICES
AND
THE COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 1st day of July 2015, 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 **ST JOHN OF GOD COMMUNITY SERVICES**, 1145 Delsea Drive, Westville Grove, NJ, 08093, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for the provisions of an Community Work Experience Programs (CWEP), short term job training, and job placement services for Temporary Assistance to Need Families (TANF), and General Assistance/Supplemental Nutrition Assistance Program (SNAP) participants; and

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

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

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

TERMS OF AGREEMENT

1. **TERM**. This Contract shall be for a five year contract term from July 1, 2015 to June 30, 2020.
2. **COMPENSATION**. Contract shall be for estimated units of service as set forth in Attachment A and B, which is attached hereto and made a part of this contract, in an amount not to exceed \$178,000.00, for the 1st year of the Contract, with additional years depending upon grant money and approval of the County budget.

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

Each invoice shall contain an itemized, detailed description of all 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 Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in "Program Specifications" which is incorporated and made part of this contract as Attachment A, together with any other specifications issued by the County in connection with this contract. Expenditures shall conform to the Budget Justification described in Attachment A or such budget revisions submitted by the Vendor to and authorized in writing by the Department.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no

obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

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

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

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

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

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

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

14. **NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
18. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America. Applicant/Vendor shall comply with the following Federal Code/Regulations concerning the Environment:
- Sec. 306- Clean Air Act (42 USC 1857(h))
 - Sec. 508- Clean Water Act (33 USC 1368)
 - Environmental Protection Regs. 40CFR Part 15
 - Energy Policy and Conservation Act 89 Stat.891
19. **INDEPENDENT VENDORSTATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.
20. **CONFLICT OF INTEREST.** Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.
21. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
23. **CONTRACT PARTS.** Attached hereto and incorporated herein are various appendices, schedules and attachments (collectively, "the attachments") which provide details of the Vendor's obligations concerning reporting requirements, record keeping and the like. Also incorporated herein are any other specifications issued by the County in connection with this contract. If there is a conflict between any of the attachments and the specifications the specifications will control. If there is a

conflict between any of the attachments or the specifications and the Contract, then this Contract will control.

THIS CONTRACT is made effective the 1st day of July, 2015.

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

ATTEST:

COUNTY OF GLOUCESTER

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

**ST. JOHN OF GOD COMMUNITY
SERVICES**

**MUNCI BUCKALEW,
EXECUTIVE DIRECTOR**

ATTACHMENT A-1

- A. The Vendor agrees to provide a **Community Work Experience program (CWEP), Skills Training, job placement services along with job retention services for one year (attachment A-2 for details)**. The Vendor agrees to provide the above services to 64 (annually) **Work First New Jersey Program participants who reside in Gloucester County New Jersey**.
- B. The Vendor agrees to provide said services **beginning July 1, 2015 until June 30, 2020 for an amount not to exceed \$178,000.00 for the first year of the contract. (Attachment B for Program Budget)**.
- C. The Vendor agrees to hold the County harmless for any injuries suffered by residents while under the supervision and/or care of the Vendor. The County will be held harmless as pertains to legal fees and the costs of suit. The Vendor agrees to provide proof of insurance coverage in the amounts satisfactory to the County. (see attachment A-2 for documentation)
- D. The County hereby agrees to be bound by all rules and regulations now in effect with the Vendor and likewise the Vendor hereby agrees to be bound by all rules and regulations now in effect or hereinafter promulgated by the State of New Jersey.
- E. As this is a **Cost reimbursement Contract**, all reporting/corresponding documentation must be submitted to the Department of Economic Development, Workforce Investment Board **by the 10th of each month for reimbursement**.
- F. **Program Workflow:** The Gloucester County One Stop – American Job Center (GCOSAJC) will refer Work First New Jersey (WFNJ) participants to the St. John of God Community Services (SJOGCS) Community Work Experience Program (CWEP) located at 1145 Delsea Drive, Westville, NJ 08093. The hours of operation is offered 5 days a week from 8:30 am to 4:30 pm. Contact person: Jerry Knast 856-848-4700 x 112. Referrals to the program from the Case Managers to Bernadette Drew, CWEP Coordinator at GCOSAJC will take place every day depending upon slot availability. CWEP Coordinator or Case Manager will contact the provider to set up appointment for participants. Participants will be notified by CWEP Coordinator of interview date and time. CWEP Coordinator will contact St. John of God community Services for follow-up purposes. **In addition, customer outreach will be required by SJOGCS. Prior to activity starting, SJOGCS will contact customer via phone and document that contact. (SEE A-2 for more instructions). Once customer is established at the site, the provider will take attendance by using the e-time sheets.** If necessary, GCOSAJC will provide training on the use of e-time sheets. It is recommended that individual folders/reports be created by the Vendor by the 3rd day of the program. If a participant is enrolled in the program and does not show by the 3rd day, the attendance sheets must document this and forwarded to their case manager at the GCOSAJC.

ATTACHMENT A-2

1) Executive Summary

The Gloucester County Board of Chosen Freeholders under advisement from the RFP Review Team recommended the awarding of the **RFP#15-026-CWEP and Job Placement for Work First New Jersey participants to include TANF, GA/SNAP Proposal to St. John of God Community Services**. SJOGCS Community Work Experience Program (CWEP) will provide avenues for occupational training individuals with barriers to employment by way of Group Work Experience Projects (GWEP) in one of the 11 following areas: customer service, library aide/assistant, food services, day care, special education, environmental services, materials management, transportation assistant, maintenance worker, clerical services and human resources worker. As an AWEP provider, they will provide 35 training slots in a revolving admission process (open entry-open exit enrollment) which approximately 64 people will be trained during the grant period. The agency has the ability to train 35 individuals at one time, in one of eleven different training programs. Each of these training programs has a maximum amount of individuals it can train at any one time. Placement in a particular training program will be based on the individual's employment objectives and availability. SJOGCS will collaborate with the Archbishop Damiano School, a private school for the disabled, in the training individuals as special education classroom assistants, library aides and cafeteria workers.

The CWEP will include a combination of four components: Customer Outreach, primarily by telephone along with follow-up by mail will be emphasized; second, each day will include Basic Life Skills training for two hours. Third, five hours daily of Group Community Work Experience projects (GCWEP). GCWEP will be performed within 4 buildings totaling 120,000 square feet on 36 acres of agency or school property at either the main campus in Westville Grove or at the satellite location in Pittsgrove. Fourth, all CWEP participants, as part of their GCWEP, will follow a plan of training rotations in order to develop the necessary skills to obtain gainful employment/job placement and meet program goals. Throughout the training period of 6 months, participants and our agency staff and management will be communicating regularly with the customer's Case Managers and the CWEP coordinator at the One Stop – American Job Center (GCOSAJC). SJOGCS will discuss strategies to develop and apply for positions that suit the CWEP participant's employment objectives. Once unsubsidized employment is found, agency job coaches will work with the participant to ensure success on that job or they will help them to find alternative job placement. The CWEP program's main objective is to provide training to individuals with barriers to employment to enable them to obtain unsubsidized employment on a

permanent basis. Once unsubsidized employment is found, the agency job coach will work to ensure success on that job or to help find alternative job placement. The CWEP objective is to provide life skills training for individuals with barriers to employment to enable them to obtain unsubsidized employment on a permanent basis. Participation in the CWEP will not exceed nine months of any WFNJ participant.

2) Program Mission and Goals

The mission of St. John of God Community Services' Community Work Experience Program (CWEP) is to provide a range of training, employment and support services to adults who currently have barriers to employment. The program will help participants to learn important job and life skills which will allow them to achieve economic independence and have an improved quality of life. The mission of SJOGCS directly correlates to the goals of the Work First New Jersey (WFNJ) program because both programs stress the need for individuals to become self-sufficient.

GCOSAJC will be the referring agent of the CWEP participants in order to enroll approximately 64 program participants during the one year grant period. Participants can choose amongst a variety of programs including: customer service, library aide/assistant, food services, environmental services, materials management, day care, clerical skills, transportation assistant, maintenance worker, special education or human services worker training. Training is based upon the participant's job placement goals.

St. John of God Community Services will meet or exceed the following benchmarks:

- 1) 80% or more of CWEP participants complete the Life Skills and Group Work Experience Projects;
- 2) 80% or more of CWEP participants are placed into unsubsidized employment;
- 3) 75% or more of CWEP participants placed into unsubsidized employment achieve a 90-day job retention rate.

3) Program Detail

St. John of God Community Services is a private, non-profit, non-sectarian, 501 (c)(3) educational and human services organization that serves individuals with disabilities from birth through adulthood. Their services have existed in Westville Grove, New Jersey since 1967; however, they are part of a world-wide health services organization (150 centers in 49 countries) that has been in existence for over 500 years. There are two campuses: the main campus in Westville Grove and the satellite campus in Pittsgrove. The agency operates a private school for the disabled called Archbishop Damiano School, as well as, an integrated community day care facility, vocational rehabilitation

program, a restaurant, and an early intervention program. It is their plan to utilize existing programs and resources to help the WFNJ population who needs specialized training in order to find and maintain lasting employment.

St John of God Community Services will include all of the following services:

- Customer Outreach
- Basic Skills
- Group Work Experience Projects
- Management of Participant background checks
- Transportation as necessary
- Job Search Assistance
- Job Placement

Customer Outreach

To meet the criteria concerning the outreach component for WFNJ participants, it is SJOGCS plan, once the form "How Can We reach You Contact" is sent to SJOGCS by the GCOSAJC, to contact the customer via the telephone. It is understood that the GCOSAJC will send St. John of God Community Services the How Can We Reach You Contact Form prior to the start of the activity. This contact form will include the client's name, address and telephone number and preferred time to call. After the GCOSAJC initiates the first reminder telephone call to the customer, St. John of God Community Services will also phone the participant to remind them their activity is about to begin. If the customer is a no show for the first day of the activity, St. John of God community Services will initiate the second Outreach phone call, (plus mail a post card) to customer to determine if "good cause" for absence. SJOGCS will also notify the GCOSAJC Case Manager in writing documenting attempted outreach and failure of customer to attend if without good cause.

In addition, if a customer attends day one then is absent, St. John of God Community Services will initiate a second Outreach Phone Call as well to customer and if second absence, St. John of God Community Services will also notify GCOSAJC Case Manager in writing documenting initial outreach attempt and failure of customer to attend without good cause.

Basic Life Skills

St. John of God Community Services will be the provider of the life skills component of the Community Work Experience Program (CWEP). Life skills training will take place in a conference room, which will become a classroom for CWEP individuals, at the main campus located in Westville Grove. It will be an open entry/open exit program that can serve approximately 64

individuals in any 12 month period.

In order to prepare the participants for the world of work, life skills training from 2:30 p.m. to 4:30 p.m. or 9:00 am to 11:00 am, Monday through Friday. This component of the program will total 10 hours per week.

The participants will be referred to the agency from the GCOSAJC. The CWEP participants can have different starting dates, however, when enrollment has reached 30 individuals, St. John of God Community Services will not accept any new participants in the CWEP program until someone has either completed or left the program.

SJOGCS will provide an employment specialist to act as the instructor of the life skills training for 2 hours per day. The employment specialist will be responsible for curriculum development and attendance reporting. **Attendance reports will be provided to the GCOSAJC on a weekly basis via e-time sheets.** The employment specialist will also be expected to create detailed lesson plans which will be reviewed and approved by the program administrator.

The curriculum will be directed towards learning and understanding the expectations of employers in the world of work. Subjects will consist of the following core components:

- 1) Goal Setting and Achievement – Teaching individuals how to set reasonable and attainable goals, money management
- 2) Workplace habits – Understanding workplace etiquette, standards of hygiene, proper work attire, utilizing public transportation
- 3) Communication – Building communication skills with managers and co-workers, understanding the need for interpersonal skills, avoiding gossip, resume writing, letter writing, interviewing skills
- 4) Self-esteem – Demonstrating ways that program participants can feel better especially through continuous employment, stressing positives, how personal life can affect self-esteem and employment.
- 5) Basic functional academic skills – developing of writing and math skills.

St. John of God Community Services will provide a very structured setting for the Life Skills training. Attendance reports will include lateness and absences from the program. Projects and team work will be a large component of the Life Skills program. Teaching the group to function as a team is key. This will reinforce communication skills and interpersonal skills necessary to be successful in any job. Positive reinforcement will be given to those who demonstrate good attendance behaviors. It is their intention to create a fun atmosphere that participants will enjoy so that they will continue to attend the program on a daily basis and enable the program to meet its benchmark objectives. As an

incentive to attend the program SJOGCS will be providing a \$10/day gift card stipend for each day the participant attends the program, but only after their fingerprint and background checks have been cleared.

Supervision of the program will be handled by the Life Skills employment specialist and the program administrator. The program administrator or the Life Skills employment specialist will attend the monthly meetings held at the GCOSAJC and ensure that attendance reports are sent timely. Referrals to the program will be made to the program administrator.

As part of Life Skills training, participants will work with the Life Skills employment specialist to review job opportunities and prepare them for interviews. This will ensure that at the end of the six month training cycle they are ready for competitive community employment.

Group Community Work Experience Projects

Group Work Experience Projects (GCWEP) will be the main focus of the Community Work Experience Program (CWEP). St. John of God Community Services, along with their collaborator, Archbishop Damiano School, will be service providers for the program. The training experience will take place at either the main campus in Westville Grove or at the satellite location in Pittsgrove. These campuses have 36 acres of combined grounds and 120,000 square feet of buildings. For all training programs the training projects will take place beginning at 8:30 a.m. and continue until 2:30 p.m. There will be a half-hour break for lunch - (GCWEP of 5 hours daily for a total of 25 hours weekly). For environmental services, training will take place beginning at 11:30 am and continue to 4:30 pm.

GCWEP will consist of 11 different training opportunities: customer service, library aide/assistant, food services or cafeteria worker, environmental services worker, day care assistant, special education assistant, transportation assistant, maintenance worker, clerical services and materials management worker. Each opportunity is designed for a maximum of 9 months of training, but allows for an open entry/exit system. Placement decisions will be made by the program administrator and the coordinator at the GCOSAJC. They will tailor the program placements to the participant's employment objectives.

St. John of God will train a maximum of 35 individuals at any one time. In order to achieve optimum results, the following training program maximums should be observed: 3 slots for customer service, 2 slots for library aide/assistant, 4 slots for food services (Granada Room), 4 slots for food services (cafeteria in Archbishop Damiano School), 2 slots environmental services, 3 slots day care, 1 slot materials management, 4 slots special education assistants, 3 slots in transportation, 2 slots in maintenance services, 2 slots clerical services, and 5 slots human resources worker.

Customer Services Training*

St. John of God Community Services has a central hub reception area in its St. John of God Center. This is where the main telephone switchboard is located as well as the front desk where visitors have to sign in and get nametags. They have a maximum of 3 slots available to train CWEP individuals on Customer Services, Customer relations, Information Desk Skills, Telephone Switchboard and Public Address System in addition to work with fax machines, copier and telecommunications device for the deaf (TDD). Each participant will be trained in Hospitality Skills of welcoming and greeting visitors as well as how to provide direction, information and referral to appropriate offices, staff members and programs. This is training in transferable skills to not only other human service agencies and schools, but also for eventual placement in retail stores or other places of business such as office suites or medical centers. The Customer Services training program will be supervised by the agency receptionist.

Library Aide/Assistant Training

The Library Aide/Assistant Training Program will be supervised by the St. John of God Community Services Curriculum Coordinator/Teacher and the Classroom (Library) assistant. The 2 CWEP slots for this training program will be offered in collaboration with Archbishop Damiano School, the special education facility located on the campus that shares a parking lot with St. John of God Community Services Center.

The Library Aide/Assistant Training Program will involve interaction with special education students and their teacher in terms of checking out and/or returning books and other multi-media material. Training will also involve ordering materials, cataloging purchases, labeling, data entry into the database, stacking books, and assisting with special library events such as an annual Book Fair that is open to the public. Basic computer skills will be taught in relation to the job duties. This training should prepare persons with barriers to employment to obtain competitive employment in either public or private libraries and/or curriculum centers.

Food Services Training

St. John of God Community Services operates the Granada Room Restaurant on its main campus in Westville Grove, as well as a school cafeteria across the parking lot in the Archbishop Damiano School (ADS). There is a maximum of 4 slots available in the Granada Room Restaurant and 4 slots available in the ADS cafeteria.

The food services training program consists of six core components with varying training lengths depending on the level of difficulty. They are as follows:

- 1) Utility worker – dishwashing and pot washing – 4 weeks of training

- 2) Dining room attendant – wait staff, bussing - 4 weeks of training
- 3) Food service worker/short order production worker – express line service, salad bar prep, short order prep – 4 weeks of training
- 4) Cook's assistant – hot food prep, satellite meal prep, serving – 4 weeks of training
- 5) Cashier – 4 weeks of training
- 6) Receiver/storage attendant – stock/vending – 4 weeks of training

Each program participant will pass through each component for the training minimums listed above which total 24 weeks. Duration of training rotations can and will be adjusted depending upon the participant's skill level up to a maximum of 26 weeks of total training.

The food services training program will be supervised by the food services trainer and the program administrator. The food services trainer will be responsible for reporting on the daily attendance and the monthly progress reports of the participants to the employment specialist. The food services trainer along with the Life Skills employment specialist will also provide feedback as necessary to the coordinator at the GCOSCC.

The Granada Room restaurant also trains people with disabilities. Also, their collaborator, Archbishop Damiano School (ADS), is a private school for the disabled. A WEP program participants will work side by side with the trainees with disabilities. They will also interact with students with disabilities in ADS. This interaction will help both populations to realize their employment objectives by encouraging one another. CWEP participants will see how well adults and students with physical and mental disabilities cope with day to day issues, their outstanding work ethic, kindness and reliability.

Environmental Services Training

The environmental services training program will be supervised by the environmental services manager. The environmental services training program will take place at either the main campus in Westville Grove or at the satellite location in Pittsgrove. There are 4 large buildings, including the Archbishop Damiano School, on approximately 27 acres of land in Westville and 1 large building on approximately 6 acres in Pittsgrove. The total square footage of all buildings is 120,000 square feet. Much of the training will be in Westville, but periodically, training will take place in Pittsgrove. Projects will vary from day to day, but will be designed to teach key environmental services skills. There are 2 slots open for training in this program.

The environmental services program will be project oriented. Trainees will work on projects that will teach skills necessary to be successful in environmental services. Examples of projects include: painting, landscaping, interior and exterior cleaning, and minor repairs to plumbing and

lighting.

The training will last for nine months. As part of Basic Life Skills training, participants will work with an employment specialist to determine job placement goals, review employment ads, and hone interviewing skills. Starting job search activities immediately is the best way to ensure optimum results. The environmental services manager will work with the employment specialist to determine the progress of the CWEP participant. Progress will be communicated to the coordinator of the GCOSCC on a weekly basis.

Nursery School and Day Care Training

The Here We Grow Nursery School and Day Care is a part of St. John of God Community Services. The day care operates at the location in Westville Grove and at the satellite location in Pittsgrove. The GCWEP would take place at the Westville Grove location. There are 3 training slots available in day care.

GCWEP would center on allowing the participants to learn skills necessary to work in a day care setting. The participant's would be supervised by the site leader. Some of the duties and responsibilities of the trainee would be as follows:

- 1) Implements activities according to the age and developmental level of the child enrolled.
- 2) Maintains open communications between the center and families/guardians concerning development, behavior, social skills, safety and well-being of the child under the guidance of the site leader.
- 3) Ensures safe and proper use of toys, equipment, supplies and devices.
- 4) Maintains agency procedures concerning infection control, safety, emergencies and professional conduct;

There are approximately 100 children in the program. The ages of the children range from infant to 5 years old.

Like the other programs, training would last for six to nine months, with open entry/exit of participants. The site leaders would work with the employment specialist to discuss progress and employment objectives.

Special Education Classroom Assistant

St. John of God Community Services will collaborate with Archbishop Damiano School to provide a GWEP opportunity as classroom assistants in a private school for the disabled. This training is another in demand occupation in Gloucester County.

Archbishop Damiano School has approximately 190 students. The school operates year round due to the nature of the disabilities of its students. The school is offering 4 training slots as classroom assistants. The school supervisors at the various age levels: primary, intermediate and secondary will supervise the training depending on the placement of the candidates.

Training will include the following responsibilities:

- Assists the teacher in implementing educational programs within the school environment and at community sites.
- Maintains open communication with teacher; accepts and provides appropriate feedback.
- Prepares student work areas; ensures standards for cleanliness and hygiene are met and maintained; monitors student areas for safety and ease of access.
- Assists teachers in preparing instructional materials and community-based activities. Reinforces instruction in small/large groups or on a one-one basis.
- Monitors and encourages educational achievements, positive student behavior and independence.

Training can be provided on an open entry/exit basis for six to nine month time intervals. The principal of ADS will work with the employment specialist to provide the necessary feedback and reporting on each of its program participants.

Materials Management

The materials management training program will offer training in the area of materials handling and inventory management. There will be 1 slot for this training option. Trainees will work in the vocational rehabilitation program's sheltered workshop, Granada Room restaurant, or ADS cafeteria depending upon need. Participants will be responsible for loading and unloading shipments, organizing the materials once it is unloaded, making departmental deliveries of purchases received by the purchasing department, and preparing boxes for shipment. Supervision of this program will be handled by the program administrator. The program administrator will liaison with the employment specialist in terms of discussing performance and career objectives.

Clerical Services

The Clerical services training program will be another area of Occupational Skills training for CWEP trainees. There will be 2 slots for this training option. Trainees will work in the vocational rehabilitation program and/or Granada Room lunchroom clerical service areas. They will develop skills in keyboarding, data entry, filing copying faxing, mail handling, and cashiering and document destructions. Supervision of this program will be handled by a program secretary who will liaison with the employment specialist for training and job placement.

Transportation Assistant Services

The transportation assistant services training program will be supervised by the on-site Transportation Coordinator who maintains a fleet of 14 vehicles on campus as well as coordinating the scheduling of arrivals and pickups of almost 50 school buses. There will be 3 slots offered for this training option. Trainees must have a valid NJ driver's license. A CDL is **not** required. Skills development will include learning how to do safety checks of vehicles, coordination of keys, parking responsibilities, routine service and gas runs as well as maintaining first aid equipment, up-to-date paperwork, transportation logs and some general dispatcher duties. Trainees will **not** be expected or allowed to transport school students or drive school buses as part of this training.

Maintenance Worker Services

The maintenance worker services training program will be supervised by the on-site Maintenance Supervisor. Occupational skills training in this area will offer 2 slots for CWEP trainees. Trainees will work in the vocational rehabilitation program located in the St. John of God Center and/or at the Archbishop Damiano School. Trainees will learn to handle basic tools and be supervised in learning how to make simple routine carpentry repairs, plumbing repairs and/or equipment repairs. Instruction with skilled laborers will be frequent and trainees will learn to be part of a team. Some moving, loading and unloading responsibilities as well as painting jobs may also be involved in this training. The maintenance supervisor will liaison frequently with the Life Skills Instructor/Employment Specialist to insure skills are transferable to community-based occupations in the local geographical area.

Human Services Worker

The human services worker training program will be supervised by the on-site ALPS Lead Supervisor and ALPS Supervisor in our Adult Training Center program for persons with developmental disabilities. Trainees will learn how to provide supervision of adults with cognitive and physical disabilities. They will participate in social, leisure and recreational activities to assist development of semi-independent living skills and related adaptive behavior skills with this population. Human service worker trainees may accompany staff and clients on community-based instruction day trips as well as on-site activities such as arts and crafts, cooking, basic exercise, current events, and dressing and toileting skills. There will be 5 slots for this training option.

Management of Participant Background Checks

Every participant of the Community Work Experiences Program (CWEP) will be required to be

fingerprinted and agree to a background check and a physical. This is a mandatory component of the program since there are children and adults with and without disabilities at both of the campuses.

The employment specialist will have the responsibility of managing the background checks, fingerprinting and physicals. Currently, the Human Resources department is required to perform background checks for all current and potential employees. Human Resources will make the final decision in conjunction with the program administrator, based on their review of the background check, as to whether or not our agency will accept an individual into the program.

It is expected that once the coordinator of the Gloucester County One Stop American Job Center (GCOSAJC) makes a referral to the program administrator, with all the pertinent details, that information will be immediately passed on to the employment specialist. Once the information is received by the employment specialist, they will contact the potential participant. The employment specialist will schedule an appointment for potential participant with the fingerprinting company and discuss setting up the physical appointment with their doctor.

On the day of the fingerprinting appointment and/or physical, the program participant will come into the agency to sign release papers authorizing the background check. If they can not provide their own transportation to the fingerprinting appointment or the physical, St. John of God Community Services will provide transportation from the agency to the appointment and from the appointment back to their home.

When the fingerprinting, background checks and physicals have been completed, the individual, if deemed appropriate for the programs, will be allowed to begin training. If a negative item comes back on the background check or physical, the agency reserves the right to remove the participant from the program.

Transportation

As an Community Work Experiences Program (CWEP) provider, St. John of God Community Services recognizes the importance of transportation in making its program successful. There are several aspects of the program that will require transportation management. First, potential program participants may require transportation to their fingerprinting appointment; second, accepted program participants may require transportation to the agency for daily Life Skills Training; third, program participants may require transportation from the location of the Group Community Work Experience Project (GCWEP); fourth, program participants will require transportation to off-site project locations; fifth, program participants will require transportation to interviews; sixth, program participants may require transportation to permanent employment in emergency situations.

For all potential program participants that are going through the background check and physical

process, they will either be picked up by an agency vehicle and taken to and from their appointment for fingerprinting or their physical or they will be provided with a cab that will be paid for by the agency as part of the program costs. Otherwise, a bus voucher will be obtained from the One-Stop if the appointment is along a New Jersey Transit bus route.

Once an individual is accepted into the program, they will be evaluated to determine their transportation needs. SJOGCS will encourage participants to utilize the bus passes available from the GCOSAJC. In cases where the individuals cannot find adequate transportation, the agency will provide transportation in an agency owned bus or vehicle.

Individuals who are sent to offsite locations for projects will be taken to that location in an agency vehicle and returned to the main campus at the end of the day so that they can attend life skills training and be ready for their transportation back home.

Program participants that are scheduled for job interviews will be taken to the location of the interview by the employment specialist. This will also ensure that the participant goes to the interview that is scheduled.

Participants that have completed the Life Skills and GCWEP components and have obtained unsubsidized employment will be assigned an agency employment specialist who will help them find transportation in emergency situations to their existing job. Furthermore, the employment specialist will also assist in taking the participant to and from interview should the current employment situation change and they need to find another job.

Job Search Assistance

Preparing CWEP participants for employment is the main goal of the program. As part of the Life Skills training, the employment specialist will discuss with the participants their career goals, explore want-ads, the internet and canvas for job-opportunities on their behalf. The employment specialist will seek out jobs that meet the goals and objectives the participant defined with the GCOSAJC and the agency staff.

Life Skills training will require that each program participant complete their own resume and cover letter. They will also be taught interviewing skills. The employment specialists will review the participants' readiness and further prepare them for finding a job in the community.

The employment specialist will take the participant to and from interviews that are scheduled during the course of the program. Follow-up once a participant is placed will also be made on a regular basis to ensure that the position is maintained and expectations are being met.

Job Placement with Retention and Advancement Services

To meet the criteria for this new component of the CWEP, St. John of God Community

Services will provide a minimum of three placement referrals of program participants. As each program participant completes the 6 to 9 months of Life Skills and GCWEP training, St. John of God Community Services will appoint an employment specialist to each participant who they will work with to ensure a smooth transition to unsubsidized employment. This employment specialist will work in collaboration with the GCOSAJC Case manager to assist with child care, transportation and other work related issues.

St. John of God Community Services will provide ongoing job search assistance for up to 9 months in such cases where the original job placement was unsuccessful. This job search assistance will include updating of resumes, refreshing interviewing skills, and search of want-ads. The agency will also provide transportation to interviews with an agency vehicle in those cases where the participant cannot get to the interview location by public transportation. In cases where public transportation can be utilized, we will obtain bus vouchers from the GCOSAJC.

Exit Plan

Upon completion of the SJOGCS CWEP program, an "exit plan" will be outlined for the participant. The exit plan will include goals and objectives. For those CWEP participants who may be pursuing jobs and careers that use such common measures such as National Standards and/or certifications like ServSafe for the food industry or Certified Nursing Assistant (CNA), etc, SJOGCS a CWEP Supports Credentials and licenses line-item was added to assist participants who require documentation in order to be employed.

Collaboration

As part of its Group Community Work Experience Program, St. John of God Community Services will collaborate with the Archbishop Damiano School. The Archbishop Damiano School (ADS) is a private school for the disabled with approximately 190 students. The school is located on their main campus in Westville Grove. This collaboration with ADS will allow our CWEP to train more individuals in occupations that are in demand in Gloucester County. Working with ADS, they can provide training to CWEP participants as classroom assistants in a special education environment and food services training in a school cafeteria. Training will overlap between St. John of God Community Services and Archbishop Damiano School for both environmental services and materials management training as well as library aide/assistant.

St. John of God Community Services will also collaborate as part of its participation in the CWEP, with the GCOSAJC. The agency team will communicate with the GCOSAJC on referrals, participant background checks, participant performance and other pertinent program information.

The relationship with the GCOSAJC will be the most critical component of the program being

a success. They will rely on the flow of program participants and information to make participants entry into the work force as smooth as possible.

6) Reporting Requirements

St. John of God Community Services will make reporting on the outcomes of the program and its participants a priority. There will be timely submission of weekly attendance reports via e-time sheets and job placement reports and it is understood that it is an important part of the critical communication link between SJOGCS and the GCOSAJC. The Life Skills employment specialist will be responsible for submitting attendance and progress reports for each student to the program administrator. The program administrator will ensure that attendance and progress is tracked and reported on from the food services trainers, environmental services manager and the maintenance manager. The program administrator will ensure that the program reports are submitted to the GCOSAJC on the proper time schedule (i.e. weekly or monthly). A progress report for each participant enrolled (weekly in hourly increments will be sent to the case manager at OSAJC via e-time sheets).

Job placement information will be supplied to the program administrator from the employment specialist. That information will be supplied to the GCOSAJC weekly even if there is no activity.

Expenditure reporting will be prepared by the agency's Finance Office. That department has had much experience in completing expenditure reports needed under various state and federal grants and contracts. Finance will submit these reports to the GCWIB a monthly basis, subsequent to the close of the accounting period. The report will be reviewed and signed-off by the finance manager prior to submission.

7) Staffing Plan

Staffing the CWEP involves utilizing the following staff positions:

Life Skills Employment Specialist

Program Supervisor

Food Services Trainers/GWEP Site Coordinator

Environmental Services Manager

Site Leaders in Day Care

Teachers in Archbishop Damiano School

Food Services Assistant in Foods Services Program to supervise food related clerical trainees

Receptionist/Customer Services

Library /Curriculum Coordinator/Teacher

ALPS Lead Supervisor

ALPS Supervisor

Transportation coordinator
Maintenance Supervisor
Administrative Assistant
Skill Development Specialist

Overall supervision of the program will be provided by the program administrator and the school's principal.

Basic Life Skills Instructor/Employment Specialist

Position requires a high-school diploma, associate's degree preferred. Responsible for the daily instruction, curriculum development and record keeping related to the Life Skills training component of the CWEP: The instructor will conduct class instruction in Life Skills every Monday through Friday for at least 2 hours per day. Position will complete weekly attendance report on the class and maintain progress reports on class participation as well as job development activities. Position will attend monthly meetings at the GCOSAJC and communicate with CWEP participants' Coordinator(s) at the GCOSAJC. Individual will work with the CWEP participants to prepare them for full-time community employment. He/she will help to schedule participant interviews and will transport the participants to and from interview locations. The position will be supervised by the program administrator.

Program Supervisor:

Position requires a Bachelor's Degree; Master's degree preferred. The position is responsible for direct immediate supervision of the Basic Life Skills Instructor/Employment Specialist. The Program Supervisor will make sure professional services are being delivered as contracted in the CWEP grant. The position will be supervised by the Program Administrator of SJOGCS.

Food Services Trainer/GCWEP Site Coordinator

Position requires a high-school diploma and experience in the food services industry.

The food services trainer functions as part of the Granada Room Restaurant staff or Archbishop Damiano School cafeteria. This position manages the program participants from the CWEP and the current staff and trainees. The trainer will work with the program participants through the food services training rotations. Training takes place on a daily basis in the midst of a fully functioning restaurant or cafeteria.

The food services trainer will monitor the progress of each individual in the program and complete progress reports. They will act as a liaison between the Life Skills instructor/employment specialist and the program administrator in order to properly communicate progress to the GCOSAJC.

The Program Supervisor will supervise this position.

Environmental Services Manager/Work Team Supervisor

The position requires a high-school diploma. Previous custodial experience is preferred.

The Environmental Services Manager will be responsible for coordinating the planning of projects for the participants of the CWEP. The position will supervise projects that will allow AWEP participants to find employment in environmental services. Responsibilities will include tracking and reporting on attendance and participant progress to the Program Administrator and the Coordinator of the GCOSAJC as required by the contract. They will liaison as necessary with the Life Skills Instructor/Employment Specialist regarding CWEP participants' progress.

The position is supervised by the Maintenance Supervisor and Program Supervisor.

Transportation Coordinator

Position requires a high school diploma and experience in the transportation industry. The transportation coordinator maintains the fleet of vehicles on campus as well as coordinates all schedules, routes, keys, safety equipment and routine preventative vehicle maintenance and emergency repairs as well as monitoring gas usage and miles traveled.

Responsibilities include training of CWEP participants as transportation assistants as part of the CWEP Program.

This position is supervised by agency financial controller and program administrator.

Maintenance Supervisor

Position requires a high school diploma and experience in the construction industry. The maintenance supervisor does routine preventative maintenance and upkeep in all facilities across the agency campus. He/she responds in a timely fashion to written maintenance requests from various departments. He/she ensures that the power tools are available as well as being in charge of ordering supplies and materials for all projects within a reasonable budget and timeline for completion including basic carpentry, plumbing, electricity, and painting, etc. as well as assisting with moving projects within the facility.

Responsibilities include training of CWEP participants as maintenance worker as part of the CWEP Program.

This position is supervised by the Maintenance Manager and Executive Director.

Site Leaders

This position requires a high school diploma or equivalent. Prior work experience with children in a group program for children under 6 years of age is preferred.

Under the guidance of the Program Supervisor, this position implements the center's child care

activities. The site leader maintains a safe and developmentally appropriate environment that meets NJ Department of Human Services child care requirements. He/she promotes positive relationships and maintains confidentiality. The site leader maintains communication between program supervisor, lead teachers, assistants and families.

Responsibilities also include the training of CWEP participants interested in training as a day care assistant. This includes tracking and reporting on attendance and participant progress to the program administrator and the coordinator of the GCOSAJC as required by the contract. They will liaison as necessary with the Life Skills/ Employment Specialist regarding the CWEP participants' progress.

The position is supervised by the Program Supervisor of the Here We Grow Nursery School and Day Care.

Teacher

This position requires prior experience working with students with disabilities in a classroom setting. A bachelor's degree in special education and certification as a New Jersey teacher of the handicapped is required. Position must have an approved criminal history review from the NJ Department of Education Office of Criminal History Review.

Teacher implements students' Individual Education Plan goals and objectives. Provides direction to students in all educational activities; ensures agency policies and procedures relating to students are observed at all times both within the school environment and at community sites as well as maintaining confidentiality. Position also trains, when directed by supervisor, individuals as classroom assistants as part of the CWEP program.

Position is supervised by the ADS school Principal.

Food Services Assistant

Position requires a high school diploma and experience in the clerical field. The Food Services Assistant functions as a trainer in basic clerical skills in Food Services. This position will be responsible for coordinating the CWEP opportunities in basic office skills of filing, keyboarding and recordkeeping plus cashiering. Responsibilities include CWEP tracking and reporting attendance and participant progress to the Program Administrator and the GCOSAJC through a liaison with the Basic Life Skills Instructor/Employment Specialist.

Administrative Assistant

This position requires a high school diploma and experience in the clerical services field. The Administrative Assistant functions as a trainer in basic clerical skills. This position will be responsible for coordinating the CWEP opportunities in basic office skills of filing, keyboarding and

recordkeeping plus cashiering. Responsibilities include CWEP tracking and reporting attendance and participant progress to the Program Administrator and the GCOSAJC through a liaison with the Basic Life Skills Instructor/Employment Specialist.

The position is supervised by the Program Administrator.

Receptionist

This position requires a high school diploma or equivalent with prior work experience in customer service and/or information desk reception.

Ensures customers, visitors, students, and staff are directed to appropriate resources in a friendly and courteous manner. Hospitality training is emphasized in both face-to-face interactions with the public as well as through telecommunications such as the telephone switchboard, telecommunications device for the deaf, fax machine, e-mail and over the public address system. Appropriate confidentiality is maintained at all times. Position also trains when directed by Supervisor, individuals in customer service as part of the CWEP program. Position is supervised by the Human Resource Director.

Library/Curriculum Coordinator/Teacher

This position requires prior experience working with Libraries and Curriculum Centers for students with disabilities. A master's degree in education and certification as a N.J. Teacher for the Handicapped is required.

Library Curriculum Coordinator orders, maintains and catalogs loans and returns of special education multi-media materials to students, teachers and staff as well as provides direction for special educational activities. Ensures state and agency policies and procedures relating to students are observed at all times. Position also trains, when directed by Supervisor, individuals as library/classroom assistants as part of the CWEP program. Position is supervised by the principal.

ALPS Lead Supervisor

Position requires a high school diploma, associate's degree preferred. This position is responsible for the daily supervision of staff as well as transportation, day activity programming, Individual Habilitation Plan (IHP) development and implementation for individuals in the ALPS (Adult Lifestyle Planning Services) program which is an Adult Training Center for individuals with developmental disabilities. The ALPS Lead Supervisor ensures that all documentation is done properly and in a timely fashion. Trainees will be given the opportunity to learn transferable skills that will create job potential for a wide range of human service position in the community. This position will be supervised by the Program Supervisor.

ALPS Supervisor

Position requires a High School Diploma and experience in the human field. As a staff person with the SJOGCS Adult Training Center, responsibilities include completion of daily training records, supervisor of CWEP trainees and clients' activities both on site and in the community. Ensure a healthy and safe environment for adults with developmental disabilities as well promotion of semi-independent adaptive and functional self-help behaviors and skills.

Skills Development Specialist

Position requires a high school diploma, associate's degree preferred. Position responsibilities include the daily supervision of 20 or less extended employees in the Skill Development Center and Fulfillment Center. The adult trainees have developmental disabilities. They work on piece rate basis doing small assembly, packaging, collating and shredding. The Skill Development Specialist ensures a safe and healthy environment that promotes semi-independent adaptive behavior skills. The position will be supervised by the Program Supervisor.

Gloucester County Workforce Investment Board
 One-Stop Career Center System
 Work First New Jersey AWEF Program
 Program Budget – FY 2013

Program Name: Occupational Skills **Occupational Skills** **Agency Name:** St. John of God Community Services

Program Name: Occupational Skills Training		Agency Name: St. John of God Community Services	
Personnel: Salaries			
Staff Name	Job Title	Total Salary	Total charged to Program
Jerry Knast	Vocational Rehab Program Administrator	\$ 114,045	\$ 3,421
Kyle McCormick	Program Supervisor - Adult Services	\$ 64,207	\$ 1,284
Kevin McGuire	Environmental Services Trainer	\$ 14,241	\$ 4,984
Philomena Marchionne	Life Skills Instructor Emp Spec	\$ 33,691	\$ 33,017
Deborah Gilmore	Food Services Assistant	\$ 17,140	\$ 857
Angel Medina	Food Services Trainer -Granada Room	\$ 22,505	\$ 9,002
Linda Powell	Food Services Supervisor - ADS Cafeteria	\$ 37,028	\$ 7,406
Elizabeth Urie	Site Coordinator- Here We Grow Day Care	\$ 22,408	\$ 2,241
Debranne Laphan-Quinn	Program Supervisor - Here We Grow Day Care	\$ 68,943	\$ 3,447
Kathleen Flynn	Principal, Archbishop Damiano School	\$ 110,864	\$ 2,217

Maureen Simpson	Teacher	\$	75,432	2%	\$	1,509
Jessica Dagny	Receptionist	\$	26,910	3%	\$	807
Linda McHugh	Curriculum Coord./Teacher	\$	75,558	2%	\$	1,511
Ruthann Ross Werner	ALPS Supervisor	\$	24,380	5%	\$	1,219
Tiffany Blackmon	Skill Development Specialist	\$	27,448	5%	\$	1,372
Stephen Aman	Maintenance Supervisor	\$	63,777	3%	\$	1,913
James Green	Transportation Coordinator	\$	73,518	5%	\$	3,676
Sandra Akers	Administrative Assistant	\$	38,427	15%	\$	5,764
Linda Andrews	ALPS Lead Supervisor	\$	34,660	15%	\$	5,199

Personnel: Fringe Benefits

Staff Name	Job Title	Fringe Benefit Rate	% charged to program	Total charged to Program
Jerry Knast	Vocational Rehab Program Administrator	32.28%	3%	\$ 1,104
Kyle McCormick	Program Supervisor - Adult Services	32.28%	2%	\$ 415
Kevin McGuire	Environmental Services Trainer	32.28%	35%	\$ 1,609
Philomena Marchionne	Life Skills Instructor Emp Spec	32.28%	98%	\$ 10,658
Deborah Gilmore	Food Services Assistant	32.28%	5%	\$ 281
Angel Medina	Food Services Trainer -Granada Room	32.28%	40%	\$ 2,906
Linda Powell	Food Services Supervisor - ADS Cafeteria	32.28%	20%	\$ 2,391
Elizabeth Urie	Site Coordinator- Here We Grow Day Care	32.28%	10%	\$ 723
Debranne Laphan-Quinn	Program Supervisor - Here We Grow Day Care	32.28%	5%	\$ 1,113

Kathleen Flynn	Principal, Archbishop Damiano School				2%	\$	716
Maureen Simpson	Teacher		32.28%		2%	\$	487
Jessica Dagny	Receptionist		32.28%		3%	\$	261
Linda McHugh	Curriculum Coord./Teacher		32.28%		2%	\$	488
Ruthann Ross Werner	ALPS Supervisor		32.28%		5%	\$	393
Tiffany Blackmon	Skill Development Specialist		32.28%		5%	\$	443
Stephen Aman	Maintenance Supervisor		32.28%		3%	\$	618
James Green	Transportation Coordinator		32.28%		5%	\$	1,187
Sandra Akers	Administrative Assistant		32.28%		15%	\$	1,861
Linda Andrews	ALPS Lead Supervisor		32.28%		15%	\$	1,678
Total Salaries						\$	90,846
Total Fringe Benefits						\$	29,332
Total Personnel						\$	120,178
2. Other than Personnel (Projected Transportation, background checks and other items)							
Item	Justification	Unit Cost			# Units	Total Charged to Program.	
Vehicle Expenses	Car designated to program					\$	2,738
Drug and Alcohol Screenings	Random verification to rule out substance abuse	\$	100.00		1	\$	100
Background Checks	Fingerprinting and background checks	\$	76.45		64	\$	4,893
Instructional supplies	Life skills materials, uniforms, videos, consumable supplies					\$	1,500
Office Supplies	Printer cartridges, pens, paper folders, etc.					\$	1,500
Furniture & Equipment	Computers, printers, software, furnishings					\$	1,750

Incentives	\$10 incentive per day per individual; paid for each day of actual attendance			\$	30,000
Rent	Space designated to program			\$	1,519
Food	Breakfast snacks			\$	11,822
CWEP Supports - Licensing and Credentials	TWIC Card, ServSafe Food Safety, FA/CPR, etc. as related to employment			\$	2,000
Total other than Personnel				\$	57,822
Total Personnel (From Page 1)				\$	120,178
Grand Total				\$	178,000

**GLOUCESTER COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT
Sub-Grantee Monthly Report**

Sub-Grantee: St. John of God Community Services

Report for Month Ending:

Period of Agreement: 07/01/15 – 06/30/20

Agreement No: _____ Type of Report: Interim _____ Final _____

Cumulative Funds rec'd	\$ _____	Clients Served to date
Adjustments	\$ _____	Clients Served this month
Total	\$ _____	Cumulative Served:

Expenditures	Approved	Expenditures This Month	Cumulative To Date	Balance of Budget
Salaries	\$	\$	\$	\$
Fringe Benefits				
Equip & Supplies				
Operating Exp.				
Other Costs				
Total				

TOTAL	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Signature and title of responsible party

Monthly Level of Service Report
Group CWEP

Month of _____

Provider Agency: _____

TANF	GA/SNAP
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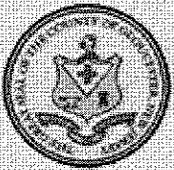
Number of Participants from Prior month:			
Number referred this month to program:			
Number referred YTD:			
Number of participants no longer enrolled:			
Number of job placement this month			
Number enrolled at end of month			

Attach to monthly invoices. The utilization of excel is appropriate.



BOARD OF
CHOSEN FREEHOLDERS
COUNTY OF GLOUCESTER
STATE OF NEW JERSEY
FREEHOLDER DIRECTOR
Robert M. Damminger

To: The Board of Chosen Freeholders
From: Peter M. Mercanti, Purchasing Director
Date: June 4, 2015
CC: RFP Committee Members
Re: Request for Proposals, Competitive Contracting RFP #15-026 for
Community Work Experience Program (CWEP).



DEPARTMENT OF
PURCHASING

DIRECTOR
Peter M. Mercanti

PO Box 337
Woodbury, NJ 08096

Phone 856.853.3420
Fax 856.251.6777

purchasing@co.gloucester.nj.us

www.gloucestercountynj.gov

The potential contract for the above mentioned service for the Gloucester County Workforce Investment Board was procured pursuant to N.J.S.A.40A:11-4.1(g) and N.J.A.C.5:34-4.1 et seq., Competitive Contracting Request for Proposals. This process has been administered jointly by County Counsel and the County Purchasing Director, pursuant to N.J.S.A. 40A:11-4.3(b).

A county review committee was appointed, consisting of Tom Bianco, Director-Economic Development, Daniel Angelucci- One-Stop Operator, Eileen Gallo, Program Development Specialist - WIB, and Michelle Shirey, WIB Executive Director. All committee members are familiar with the need for these services, and all committee members determined, prior to the evaluation that none were in any conflict or potential conflict of interest as defined by N.J.S.A. 40A:9-22.1 et seq.

Please note that until this time, as dictated by law, the names of these committee members have not been publicly disclosed.

The specifications set forth various expectations of the County, and included, pursuant to N.J.A.C.5:34-4.2, evaluation criteria upon which the vendors knew they would be judged. These included service criteria, coordination criteria, current client's/customers' satisfaction, goals, objectives and methods, programs and cost

criteria as well as budget criteria with sub-categories in each. The methodology included a point computation and was established so as to not unfairly or illegally discriminate against or exclude otherwise capable vendors.

On May 8, 2015 the specifications were advertised and on May 29, 2015 the request for proposals were opened. The County received one (1) proposal.

After the review committee members scored the vendors, as based upon the specifications, these scores were than tabulated into the chart referenced below, indicating the total points awarded.

The Committee recommends that the award of contract(s) be granted to St. John of God Community Services.

Criteria #1 (20 points): Service: The extent to which the applicant provides information about their background and experience, understanding of the service to be provided, ability to serve Gloucester County Department of Economic Development – Workforce Investment Board, and capacity to accomplish the program, as demonstrated by relevant past or current activities in this area; the extent to which the applicant documents a record of reliability of timely delivery and on time and on-budget implementation. Does the service provider demonstrate a track record of service as evidenced by on-time, on-budget, and contract compliance?

St. John of God Community Services: 75

Criteria #2 (20 points): Coordination: The extent to which the applicant seeks to connect their clients with other available services in the County to the extent the applicant has provided a clear description of the working relationships between the program and its partners, i.e., the One-Stop Career Center and WIB. Letters of recommendation by partnering agencies may also serve to demonstrate applicant's efforts.

St. John of God Community Services: 73

Criteria #3 (20 points): Current Clients' Satisfaction: The County will research the current clients' satisfaction among the clients'/customers' within the County that are current or former customers of the applicant. The County shall consider both positive and negative feedback from One-Stop Partner agencies within the County that have utilized the services of the applicant. The County shall compile the information under criteria three (3).

St. John of God Community Services: 67

Criteria #4 (20 points): Goals, Objectives and Methods, Programs and Costs. The thoroughness to which the applicant describes the overall goals and indicates the outcomes expected at the end of the project period, and the likelihood of accomplishing said goals and outcomes based on an analysis of the plan. The completeness to which the applicant describes the specific program objectives needed to accomplish each goal.

St. John of God Community Services: 71

Criteria #5 (20 points): Budget: The fiscal soundness of the detailed budget and narrative justification submitted by the applicant consistent with the stated objectives and planned program activities.

St. John of God Community Services: 57

Overall Average Totals:

St. John of God Community Services average of the total scores: 85.75

Name	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Total	
Tom	19	19	18	18	18	92	
Michelle	18	18	19	18	15	88	
Dan	20	20	15	20	10	85	
Eileen	18	16	15	15	14	78	
total	75	73	67	71	57	85.75	average of total scores

C3

RESOLUTION AUTHORIZING THE PURCHASE OF FOUR (4) 2015 FORD SUV POLICE INTERCEPTORS FROM WINNER FORD FOR A TOTAL AMOUNT OF \$124,516.00

WHEREAS, the County of Gloucester's (hereinafter the "County"), through its Department of Public Works, Division of Fleet Management, has the need for the supply of four (4) 2015 Ford SUV Police Interceptors with 4WD (hereinafter "vehicles") to be utilized by Gloucester County Sheriff's Department to conduct County business; and

WHEREAS, the County after due notice and advertisement, received sealed bids for the purchase of the vehicle for use by the County; and

WHEREAS, after following the appropriate public bidding procedures, it was determined that Winner Ford, 250 Berlin Rd, Cherry Hill, NJ 08034, was the lowest responsive and responsible bidder to provide the vehicles as per bid specifications PD #015-020. The bid is \$31,129.00 for each vehicle; and

WHEREAS, the Purchasing Agent of the County has certified the availability of funds in the amount of \$124,516.00, for the purchase of four (4) vehicles, pursuant to CAF# 15-04958 amount shall be charged against budget line item #5-01-26-315-001-20610.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the purchase of four (4) 2015 Ford SUV Police Interceptors with 4WD in the amount of \$124,516.00 for use by County's Sheriff's Department is hereby authorized and in accordance with and pursuant to the bid submitted by Winner Ford and the specifications promulgated by the County PD #015-020; and

BE IT FURTHER RESOLVED, the Freeholder Director, and County Purchasing Agent, be and are hereby authorized and directed to execute and the Clerk of the Board to attest to all documents necessary upon approval of the original budget for the aforementioned purpose on behalf of the County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 24, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

C3

<p>PD 015-020 Bid Opening 6/3/2015 10:00am SPECIFICATIONS FOR SUPPLYING FOUR (4) 2015 OR NEWER FORD SUV POLICE INTERCEPTOR AWD (OR APPROVED EQUAL) TO THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC & 16GLCP</p>	<p>VENDOR: Winner Ford 250 Berlin Rd. Cherry Hill, NJ 08034 Mike Dratuschak Acct. Mgr. 856 427-2792 856 428-4718 Fax</p>	<p>VENDOR: Beyer Ford 170 Ridgedale Ave. Morristown, NJ 07962 Barbara Beyer-Member 973 644-3200 973 267-8658 Fax</p>	<p>VENDOR: Hertrich Fleet Services 1427 Bay Rd. Milford De. Michael Wright-Gov. Sales Mgr. 800 698-9825 302 839-0555 Fax</p>
<p>DESCRIPTION</p>	<p>2015 Ford SUV Police Interceptor \$124,516.00 \$125,804.00 \$31,451.00 Per Veh. \$31,672.00 Per Veh. \$126,688.00</p>		
<p>DELIVERY ARO</p>	<p>12 to 14 Weeks Based on Production schedule at time of order 90 to 120 Days</p>		
<p>Variations: (if any)</p>	<p>Model Year 2016 Model Year 2016 Siren will be Code 3</p>		
<p>Will you extend your prices to local government entities within the County</p>	<p>Yes No</p>		
<p>Bid specifications sent to:</p>	<p>Prime Vendor Fred Beans Ford Kennedy Ford</p>		
<p>Based upon the bids received, I recommend Winner Ford be awarded a contract as the lowest responsive, responsible bidder.</p>	<p>Sincerely, Robert J. McErlane Purchasing</p>		

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

C-3

Certificate of Availability of Funds

TREASURER'S NO. 15-0 4958 DATE June 10, 2015

BUDGET NUMBER - CURRENT YR 5-01-26-315-001-20610 B DEPARTMENT PW/Elect Mgmt Div

AMOUNT OF CERTIFICATION \$124,516.00 COUNTY COUNSEL Emmett Primas

DESCRIPTION:

PD 015-020 Supplying four (4) 2015 OR newer Ford SUV Police interceptor AWD or approved equal at \$31,129.00 per vehicle 12-14 weeks delivery
--

VENDOR: Winner Ford

ADDRESS: 250 Berlin Road
Cherry Hill, NJ 08034


DEPARTMENT HEAD APPROVAL

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 6-12-15

Meeting Date: June 10, 2015

C-4

RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) 2015 FORD ESCAPE SUV FROM HERTRICH FLEET SERVICES, INC. FOR \$24,177.00

WHEREAS, the County of Gloucester (hereinafter the "County"), through its Department of Public Works, Division of Fleet Management, has the need for the supply of a 2015 Ford Escape SUV with 4WD (hereinafter the "vehicle") to be utilized by the Fleet Management Division to conduct County business; and

WHEREAS, after due notice and advertisement, the County received sealed bids on June 3, 2015, and after following the appropriate public bidding procedures, it was determined that Hertrich Fleet Services, Inc. with an address of 1427 Bay Road, Milford, DE. 19963, was the lowest responsive and responsible bidder to provide the vehicle pursuant to the bid specifications set forth in PD #015-021; and

WHEREAS, the Purchasing Agent of the County has certified the availability of funds in the amount of \$24,177.00, pursuant to CAF# 15-04957 which amount shall be charged against budget line item 5-01-26-215-001-20610.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Chosen Freeholders of the County of Gloucester approves the purchase of a 2015 Ford Escape SUV with 4WD for use by Fleet Management Division pursuant to and in accordance with the bid submitted by Hertrich Fleet Services, Inc., and the specifications promulgated by the County PD #015-021; and

BE IT FURTHER RESOLVED, the Freeholder Director, and the County Purchasing Agent, be and are hereby authorized and directed to execute and the Clerk of the Board to attest to all documents necessary upon approval of the original budget for the aforementioned purpose on behalf of the County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 24, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

04

	<p>PD 015-021 Bid Opening 6/3/2015 10:00am SPECIFICATIONS FOR SUPPLYING ONE (1) 2015 OR NEWER FORD ESCAPE 4WD (OR APPROVED EQUAL) TO THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC & 16GLCP</p>			
<p><u>ITEM</u></p>	<p><u>VENDOR:</u> Hertrich Fleet Services 1427 Bay rd. Milford De. Michael Wright Gov. Sales Mgr. 800 698-9825 302 839-0555 Fax</p>	<p><u>VENDOR:</u> Winner Ford 250 Berlin Rd. Cherry Hill, NJ 08034 Mike Drahuschak Acct Mgr. 856 427-2792 856 428-4718 Fax</p>		
<p><u>DESCRIPTION</u></p>	<p>2015 Ford Escape 4WD \$24,177.00</p>	<p>2016 Ford Escape SE 4WD \$24,427.00</p>		
<p><u>DELIVERY ARO</u></p>	<p>60 to 90 Days</p>	<p>12 to 14 Weeks</p>		
<p><u>Variations: (if any)</u></p>	<p>2016 Ford Escape U9G</p>	<p>2016 Ford Escape U9G</p>		
<p><u>Will you extend your prices to local government entities within the County</u></p>	<p>Yes</p>	<p>Yes</p>		
<p><u>Bid specifications sent to:</u></p>	<p>Prime Vendor</p>	<p>Fred Beans Ford</p>		<p>Kennedy Ford</p>
<p><u>Based upon the bids received, I recommend Hertrich Fleet Services be awarded the contract as the lowest responsive, responsible bidder.</u></p>	<p>Sincerely,</p>	<p>Robert J. McErlane Purchasing</p>		

C-4

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

Certificate of Availability of Funds

TREASURER'S NO. 15-0 4957 DATE June 10, 2015

BUDGET NUMBER - CURRENT YR 5-01-26-315-001-20610 B 5-01-26-315-001-20610 DEPARTMENT PW/Fleet Mgmt

AMOUNT OF CERTIFICATION \$24,177.00 COUNTY COUNSEL Emmett Primas

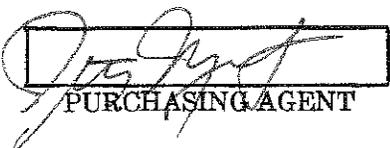
DESCRIPTION: PD 015-021 Supply one (1) 2015 OR newer Ford Escape SE
4WD or approved equal

60 - 90 days delivery

VENDOR: Hertrich Fleet Serv, Inc

ADDRESS: 1427 Bay Road
Milford, DE 19963


DEPARTMENT HEAD APPROVAL

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 6-12-15

Meeting Date: June 24, 2015

C-5

**RESOLUTION AUTHORIZING THE PURCHASE OF A 2015 CHEVROLET EXPRESS
2500 CARGO VAN FROM MALL CHEVROLET THROUGH STATE CONTRACT
#A88213 FOR \$20,684.70**

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

WHEREAS, the County of Gloucester (hereinafter the "County"), Department of Public Works, Division of Fleet Management, has a need for a new van and will purchase a 2015 Chevrolet Express 2500 cargo van with the specifications as set forth on the bill of sale (hereinafter the "van"); and

WHEREAS, the County opts to purchase the specified van from Mall Chevrolet located at 75 Haddonfield Road, Cherry Hill, NJ 08002, for the total amount of \$20,684.70 through State authorized contract #A88213; and

WHEREAS, the Purchasing Agent of the County has certified the availability of funds in the total amount of \$20,684.70 for the purchase of the van pursuant to CAF# 15-04960 and it shall be charged against budget line item #5-01-26-315-001-20673.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase a 2015 Chevrolet Express 2500 cargo van with features and specifications as set forth on the bill of sale for the total amount of \$20,684.70 through State authorized contract #A88213; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 24, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

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

C-5

Certificate of Availability of Funds

TREASURER'S NO. 15-04960 DATE June 10, 2015

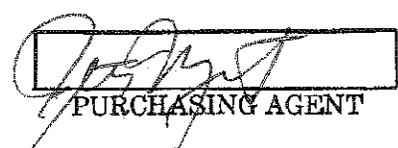
BUDGET NUMBER - CURRENT YR 5-01-26-315-001-20610 B 5-01-26-315-001-20610 DEPARTMENT PW/Fleet Mgmt

AMOUNT OF CERTIFICATION \$20,684.70 COUNTY COUNSEL Emmett Primas

DESCRIPTION: State Contract #A88213 - Line 5 2015 Chevy Van Cargo \$19,560.00 - also to include: AM/FM stereo w/ MP3 player \$134.85 Rear door fixed glass \$53.94 Floor covering vinyl full length \$80.91 Spare key set w/ programming \$95.00 Two year maintenance \$135.00 Bulkhead \$625.00
Grand Total \$20,684.70

VENDOR: Mall Chevrolet, Inc.
75 Haddonfield Road
ADDRESS: Cherry Hill, NJ 08002


DEPARTMENT HEAD APPROVAL

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

Meeting Date: June 24, 2015

DATE PROCESSED 6-12-15

C-6

RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY AND GLASSBORO FOR THE INTERSECTION IMPROVEMENTS TO COUNTY ROUTE 553 AT HIGH STREET

WHEREAS, the Borough of Glassboro (“Borough”) is currently involved in a roadway improvement project to County Road 553 (Main Street) at High Street in the Borough of Glassboro, County of Gloucester as designated in Engineering Project 14-26; and

WHEREAS, the Borough will construct certain roadway improvements provided that all costs related to the construction are reimbursed to the Borough; and

WHEREAS, construction of such roadway improvements along a County Route are a County obligation, but for purposes of efficiency can be accomplished simultaneously with the roadway improvement project; and

WHEREAS, the Borough is willing and able to construct the roadway improvements as part of its project provided the County reimburse the Borough for the costs relative to said construction through a reallocation of FY 2014, \$100,000.00 of County Aid, which the County is acknowledging its willingness to do; and

WHEREAS, The Uniform Shared Services and Consolidation Act, N.J.S.A 40A:65-1 et. seq. specifically authorizes local government units, including counties and municipalities, to enter into agreements for the provision of shared services such as the above.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board are hereby authorized to execute and the Clerk of the Board to attest to the Shared Services Agreement made by and between the County of Gloucester and the Borough of Glassboro for the roadway improvement project to County Road 553 (Main Street) at High Street in the Borough of Glassboro.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, on Wednesday, June 24, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

C-6

**SHARED SERVICES AGREEMENT BETWEEN THE
COUNTY OF GLOUCESTER AND THE BOROUGH OF GLASSBORO FOR THE
INTERSECTION IMPROVEMENTS TO CR 553 AT HIGH STREET**

This Uniform Shared Services Agreement (“Shared Services Agreement”), dated this 24th day of June 2015, by and between the **Borough of Glassboro**, a body politic and corporate of the State of New Jersey (hereinafter the “Borough”), and the **County of Gloucester**, a body politic and corporate of the State of New Jersey (hereinafter the “County”).

RECITALS

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. (hereinafter the “Act”), specifically authorizes local government units, including counties and municipalities, to enter into agreements for the provision of shared services.

WHEREAS, the Borough of Glassboro (“Borough”) has requested the County of Gloucester (“County”), to fund construction of certain roadway improvements as part of the planned Intersection Improvements to Main Street CR533 & High Street.

WHEREAS, the County agrees that it is responsible for the cost of certain construction roadway and signal improvements; and

WHEREAS, the Borough is capable and willing to construct these roadway improvements as part of a coordinated overall improvement project to High Street provided that all costs related to the construction are reimbursed to the Borough; and

WHEREAS, the County agrees to reimburse the Borough for the costs related to Engineering Project 14-26 through a \$100,000.00 allocation of County aid for FY 2014; and

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

AGREEMENT

A. DESCRIPTION OF CERTAIN SERVICES.

The Borough shall construct roadway improvements such as roadway milling, paving signing, striping, curb / handicap ramps, signal improvements and associated items in accordance with the plans and as required by the County’s standards for the purposes of construction of signal improvements to Main Street CR553 and High Street. The County shall reimburse the Borough for the cost of items associated with the signal improvements at the intersection.

B. ESTIMATED COSTS/PAYMENTS.

The estimated cost and payments shall be determined in accordance with all State Aid requirements through the New Jersey Department of Transportation (NJDOT), Bureau of Local Aid. The costs shall be the cost of the bid items associated with the work performed.

C. DURATION OF AGREEMENT.

This Agreement shall be effective for the period required for approval of reimbursement from the NJDOT. To the extent that additional reporting or administrative activities are necessary to conclude the administration of the program for the applicable calendar year(s), the Borough shall be authorized to take such action on behalf of the County and hereby agrees to do so, at no cost to the County.

D. LIMITATION OF DELEGATION; INDEMNIFICATION; INSURANCE.

To the extent that this Agreement constitutes a delegation of authority by the County, this Agreement shall not be constructed to delegate any authority other than the authority to provide all activities, including satisfaction of reporting requirements, to carry out the statutory and regulatory requirements of each entity. Neither the County nor the Borough intends by this Agreement to create any agency relationship other than that which may be specifically required by the Interlocal Services Act for the limited purpose of providing the construction of said certain roadway improvements.

Notwithstanding any such agency relationship which may be created by the Act, the Borough hereby specifically agrees to indemnify and hold County harmless with regard to any claim of any kind, and with regard to cost for the same (including, without limitation, counsel fees, experts' costs, court costs and the like), arising out of any act or omission by the Borough and/or any of its agents or employees in connection with the performance of the services which are the subject of this Shared Services Agreement.

The Borough represents that it maintains general liability and all other necessary and appropriate insurances related to the work to be performed, and the use to be made of the completed project. Simultaneously with the execution of this Shared Services Agreement, the Borough shall provide the County with Certificates of Insurance for the relevant policies, and shall provide that the County is named as an additional insured on such policies. The said insurance policies and coverage shall be acceptable to the County in its sole discretion.

E. COMPLIANCE WITH LAWS AND REGULATIONS.

The Borough 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 Shared Services Agreement.

F. MISCELLANEOUS.

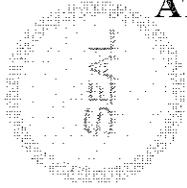
1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, the Borough, and their respective successors and assigns.
3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
6. **Further Assurances and Corrective Instruments.** The Borough and the County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments, as may reasonably be required for correcting any inadequate or incorrect description of the project, or to correct any inconsistent or ambiguous term hereof.
7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be

performed entirely within such State, including all matters of enforcement, validity and performance.

- G. EFFECTIVE DATE.** This Shared Services Agreement shall be effective as of June 24, 2015 which date shall be considered the commencement date of this Shared Services Agreement.

ATTEST:

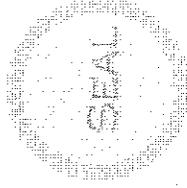
COUNTY OF GLOUCESTER

_____
CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER,
DIRECTOR

ATTEST:

BOROUGH OF GLASSBORO

_____
PATRICIA A. FRONTINO
DIRECTOR, COMMUNITY
DEVELOPMENT

LEO J. McCABE, MAYOR

C-7

RESOLUTION CONCURRING WITH THE CITY OF WOODBURY RESOLUTION REGARDING NEW JERSEY TRANSIT BUS STOPS ALONG EAST BARBER AVENUE

WHEREAS, New Jersey Transit has funds for the purchase and installation of bus shelters throughout the State of New Jersey; and

WHEREAS, the City of Woodbury has requested by its resolution #15-103 dated Tuesday, May 12, 2015 that New Jersey Transit delete the bus stop location along East Barber Avenue, westbound, on the northerly side thereof at Franklin Avenue, and designate a bus stop along East Barber Avenue, westbound, on the northerly side of Allens Lane pursuant to the authority granted by N.J.S.A. 39:4-8(e); and

WHEREAS, in the interest of promoting public transportation, conservation of energy, air quality and traffic safety the County endorses the concept of providing bus shelters for bus passengers on County roads as detailed in Engineering File TA-07-22 and concurs with the request.

NOW, THEREFORE BE IT RESOLVED, that the Gloucester County Board of Chosen Freeholders concurs with the request by the City of Woodbury to New Jersey Transit for the deletion and designation of bus shelters; and

BE IT FURTHER RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, is hereby authorized to execute and the Clerk of the Board is authorized to attest this Resolution concurring with the City of Woodbury Resolution #15-103.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 24, 2015 at Woodbury, New Jersey.



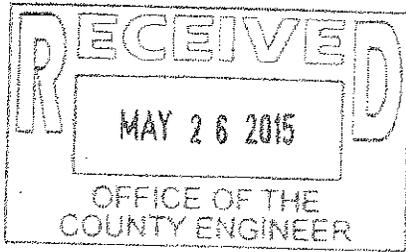
COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

TA-07-22 C7



Chris Christie, Governor
Kim Guadagno, Lieutenant Governor
Jamie Fox, Board Chairman
Veronique Hakim, Executive Director

NJTRANSIT
One Penn Plaza East
Newark, NJ 07105-2246
973-491-7000

May 21, 2015

David Lubelski
Office of County Engineer
1200 North Delsea Drive
Bldg. A
Clayton, NJ 08312

Dear Dave:

NJ Transit has received a request from the City of Woodbury, Gloucester County to relocate a bus stop along East Barber Street. I found the bus stop acceptable in the preparation for county concurrence. Attached is signed copy of Resolution #15-103 from the City of Woodbury.

Please review the proposed locations and if in agreement, forward the draft resolution of concurrence to the municipality for their action.

Thank you Dave for your assistance.

If you have any questions please call me at (973) 491-7820.

Sincerely,

Daniel O'Gorman
Field Representative

cc: Roy Duffield, City Clerk

RESOLUTION #15-103

RESOLUTION OF THE CITY OF WOODBURY
REGARDING NEW JERSEY TRANSIT BUS STOPS
ALONG EAST BARBER AVENUE

BE RESOLVED by the Mayor and City Council of the City of Woodbury, Gloucester County, State of New Jersey,

That pursuant to N.J.S.A. 39:4-8(e) the following described location is **deleted** as a bus stop:

1. Along East Barber Avenue, westbound, on the northerly side thereof at:

- a. Franklin Avenue - far side
Beginning at the westerly curblineline of Franklin Avenue and extending 100 feet westerly therefrom.

That pursuant to N.J.S.A. 39:4-8(e) the following described location is **designated** as a bus stop:

1. Along East Barber Avenue, westbound, on the northerly side thereof at:

- a. Allens Lane - near side
Beginning at the easterly curblineline of Allens Lane and extending 105 feet easterly therefrom.

BE IT FURTHER RESOLVED that the Mayor and City Council of the City of Woodbury will enforce the needed traffic regulations governing the aforementioned bus stop locations and provide the necessary police security to ensure the safety of the traveling public.

ADOPTED at a regular meeting of the Mayor and City Council of the City of Woodbury on May 12, 2015.

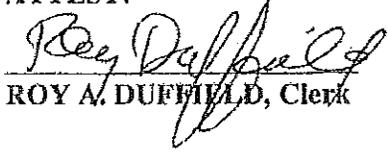
CITY OF WOODBURY

By:



DAVID TROVATO
President of Council

ATTEST:


ROY A. DUFFIELD, Clerk

C-8

RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. FOR RESURFACING AND SAFETY IMPROVEMENTS TO COUNTY ROUTE 553 IN THE TOWNSHIPS OF DEPTFORD AND MANTUA AND THE BOROUGH OF WENONAH FOR \$2,686,380.03

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 and Safety Improvements to Woodbury-Glassboro Road, County Route 553, from Woodcreek Road to Tylers Mill Road in the Townships of Deptford and Mantua and the Borough of Wenonah," Federal Project Number STP-4037(108)Con, Engineering Project #14-07FA (hereinafter the "Project"); and

WHEREAS, bids were publicly received and opened for the Project by the County on May 13, 2015; 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 08302, 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 \$2,686,380.03; 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 \$2,686,380.03, pursuant to C.A.F. #15-05107, which amount shall be charged against budget line item G-02-14-071-000-12236.

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, Inc. for the Project in the amount of TWO MILLION SIX HUNDRED EIGHTY-SIX THOUSAND THREE HUNDRED EIGHTY DOLLARS AND THREE CENTS (\$2,686,380.03), 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, June 24, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

C-8

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

THIS CONTRACT is made effective this 24th day of **June 2015**, 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 P.O. 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 and Safety Improvements to Woodbury-Glassboro Road, County Route 553, from Woodcreek Road to Tylers Mill Road in the Townships of Deptford and Mantua and the Borough of Wenonah," Federal Project Number STP-4037(108)Con, Engineering Project #14-07FA (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 **\$2,686,380.03** for all labor and materials required to construct the **Project**, as per the Specifications issued by the County identified as **14-07FA** (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 Contractor 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 **24th** day of **June 2015**.

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

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER, DIRECTOR

SOUTH STATE, INC.

By: _____

(Please Print Name)

C-8

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 15-05107 DATE June 10, 2015

BUDGET NUMBER G-02-14-071-000-12236 (\$2,435,559.84)

AMOUNT OF CERTIFICATION \$ 2,686,380.03

DEPARTMENT Engineering

COUNTY COUNSEL Emmett E. Primas, Esq.

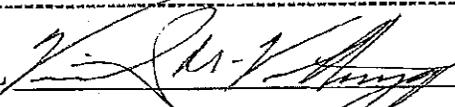
DESCRIPTION OF PRODUCT OR SERVICE

Construction Contract for the Engineering Project "Proposed Resurfacing and Safety
Improvements to Woodbury-Glassboro Road, County Route 553, from Woodcreek Road to
Tylers Mill Road in the Townships of Deptford and Mantua and the Borough of Wenonah,"
Federal Project Number STP-4037(108)Con, Engineering Project #14-07FA

VENDOR NAME South State, Inc.

ADDRESS 202 Reeves Road, P.O. Box 68

CITY/STATE/ZIP Bridgeton, NJ 08302

DEPARTMENT HEAD APPROVAL  6-16-15

PURCHASING AGENT Vincent M. Voltaggio, P.E., County Engineer DATE

FREEHOLDER MEETING DATE June 24, 2015

WHITE: CLERK OF THE BOARD
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT
GOLD: COUNTY COUNSEL

**Office of the County Engineer
County of Gloucester**
Proposed Resurfacing and Safety Improvements to Woodbury-Glassboro Road, County Route 533,
from Woodcreek Road to Tylers Mill Road in the Townships of Deptford and Mantua and the Borough of Wenonah
Federal Project Number STP-4037(108)Con
Engineering Project #14-07FA

Bid Date: Wednesday, May 13, 2015

Bid Time: 10:00 am

SUMMARY OF BIDS



SPECIFICATION NO. 14-07FA

Item No.	Description	Approx. Quantity	Unit	bidder 1 of 3		bidder 2 of 3		bidder 3 of 3	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Construction Layout	L.S.	L.S.	\$15,000.00	\$15,000.00	\$21,000.00	\$21,000.00	\$15,000.00	\$15,000.00
2	Clearing Site	L.S.	L.S.	\$340,000.00	\$340,000.00	\$730,096.90	\$730,096.90	\$510,000.00	\$510,000.00
3	Excavation, Unclassified	250	C.Y.	\$5.00	\$1,250.00	\$30.00	\$7,500.00	\$25.00	\$6,250.00
4	HMA Milling, 2 1/2" and Variable	90,300	S.Y.	\$1.00	\$90,300.00	\$1.00	\$90,300.00	\$2.10	\$189,630.00
5	Hot Mix Asphalt 12.5M 76 Surface Course, 2 1/2" Thick	13,346	Ton	\$88.00	\$1,174,448.00	\$53.00	\$707,338.00	\$69.75	\$930,883.50
6	Hot Mix Asphalt 9.5H64 Leveling Course	100	Ton	\$75.00	\$7,500.00	\$100.00	\$10,000.00	\$60.00	\$6,000.00
7	Tack Coat	4,832	Gal.	\$4.50	\$21,744.00	\$5.00	\$24,160.00	\$4.50	\$21,744.00
8	Prime Coat	100	Gal.	\$0.01	\$1.00	\$0.10	\$10.00	\$0.01	\$1.00
9	Dense Graded Aggregate Base Course, 6" Thick	500	S.Y.	\$5.00	\$2,500.00	\$10.00	\$5,000.00	\$5.00	\$2,500.00
10	Hot Mix Asphalt 19M64 Base Course, 4" Thick	115	Ton	\$70.00	\$8,050.00	\$100.00	\$11,500.00	\$55.00	\$6,325.00
11	9"x16"x12" Monolithic Concrete Vertical Curb and Gutter	200	L.F.	\$40.00	\$8,000.00	\$40.00	\$8,000.00	\$60.00	\$12,000.00
12	Concrete Driveway, Reinforced, 6" Thick	250	S.Y.	\$100.00	\$25,000.00	\$70.00	\$17,500.00	\$75.00	\$18,750.00
13	Hot Mix Asphalt Driveway, 2" Thick	250	S.Y.	\$10.00	\$2,500.00	\$40.00	\$10,000.00	\$10.00	\$2,500.00
14	Bicycle Safe Grates	10	Unit	\$400.00	\$4,000.00	\$400.00	\$4,000.00	\$300.00	\$3,000.00
15	Curb Piece	65	Unit	\$400.00	\$26,000.00	\$300.00	\$19,500.00	\$375.00	\$24,375.00
16	9"x16" Concrete Vertical Curb	1,000	L.F.	\$33.00	\$33,000.00	\$35.00	\$35,000.00	\$40.00	\$40,000.00
17	Partial Depth Concrete Repair	500	S.Y.	\$1.15	\$575.00	\$50.00	\$25,000.00	\$175.00	\$87,500.00
18	Full Depth Concrete Repair, Concrete Class A	500	S.Y.	\$1.25	\$625.00	\$75.00	\$37,500.00	\$225.00	\$112,500.00
19	No Item	-	-		\$0.00		\$0.00		\$0.00
20	Reset Existing Castings	5	Unit	\$75.00	\$375.00	\$750.00	\$3,750.00	\$525.00	\$2,625.00
21	Reset Water Valve Boxes	20	Unit	\$0.50	\$10.00	\$25.00	\$500.00	\$0.01	\$0.20
22	Reset Gas Valve Boxes	20	Unit	\$0.50	\$10.00	\$25.00	\$500.00	\$0.01	\$0.20
23	Concrete Sidewalk, 4" Thick	475	S.Y.	\$100.00	\$47,500.00	\$60.00	\$28,500.00	\$45.00	\$21,375.00
24	Detectable Warning Surface (Brick Pavers)	45	S.Y.	\$300.00	\$13,500.00	\$250.00	\$11,250.00	\$200.00	\$9,000.00
25	Removal of Traffic Stripes	1,000	L.F.	\$0.70	\$700.00	\$0.75	\$750.00	\$0.70	\$700.00
26	Traffic Markings, Thermoplastic	7,765	S.F.	\$3.30	\$25,624.50	\$3.00	\$23,295.00	\$3.35	\$26,012.75
27	Traffic Stripes, Long-Life, Epoxy Resin, 4"	60,137	L.F.	\$0.29	\$17,439.73	\$0.30	\$18,041.10	\$0.30	\$18,041.10
28	Regulatory, Warning and Guide Signs	270	S.F.	\$24.00	\$6,480.00	\$25.00	\$6,750.00	\$35.00	\$9,450.00
29	Reflective U-Post Inserts	50	Unit	\$35.00	\$1,750.00	\$35.00	\$1,750.00	\$150.00	\$7,500.00
30	No Item	-	-		\$0.00		\$0.00		\$0.00

SUMMARY OF BIDS



SPECIFICATION NO. 14-07FA

Item No.	Description	Approx. Quantity	Unit	bidder 1 of 3		bidder 2 of 3		bidder 3 of 3	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
31	RPM, Bi-Directional, Amber Lens	225	Unit	\$25.00	\$5,625.00	\$25.00	\$5,625.00	\$25.00	\$5,625.00
32	RPM, Bi-Directional, Blue Lens	10	Unit	\$25.00	\$250.00	\$25.00	\$250.00	\$25.00	\$250.00
33	RPM, Bi-Directional, White Lens	400	Unit	\$25.00	\$10,000.00	\$25.00	\$10,000.00	\$25.00	\$10,000.00
34	RPM, Bi-Directional, Red/White Lens	20	Unit	\$25.00	\$500.00	\$25.00	\$500.00	\$25.00	\$500.00
35	Turf Repair Strip	5,000	L.F.	\$0.10	\$500.00	\$0.01	\$50.00	\$0.01	\$50.00
36	Construction Signs	500	S.F.	\$9.00	\$4,500.00	\$8.00	\$4,000.00	\$5.00	\$2,500.00
37	No Item	--	--		\$0.00		\$0.00		\$0.00
38	Police Traffic Directors	600	M.H.	\$60.00	\$36,000.00	\$60.00	\$36,000.00	\$60.00	\$36,000.00
39	Flashing Arrow Board, 4' x 8'	2	Unit	\$1.00	\$2.00	\$500.00	\$1,000.00	\$250.00	\$500.00
40	Traffic Control Truck With Mounted Crash Cushions	2	Unit	\$100.00	\$200.00	\$2,500.00	\$5,000.00	\$0.01	\$0.02
41	No Item	--	--		\$0.00		\$0.00		\$0.00
42	Drum	500	Unit	\$0.01	\$5.00	\$0.10	\$50.00	\$0.01	\$5.00
43	Traffic Cone	500	Unit	\$0.01	\$5.00	\$0.10	\$50.00	\$0.01	\$5.00
44	Breakaway Barricade	100	Unit	\$0.01	\$1.00	\$0.10	\$10.00	\$0.01	\$1.00
45	Temporary Traffic Stripes	10,000	L.F.	\$2.55	\$25,500.00	\$0.20	\$2,000.00	\$0.25	\$2,500.00
46	No Item	--	--		\$0.00		\$0.00		\$0.00
47	Topsolling, 4" Thick	250	S.Y.	\$10.00	\$2,500.00	\$5.00	\$1,250.00	\$0.01	\$2.50
48	Fertilizing and Seeding, Type A-3	250	S.Y.	\$1.00	\$250.00	\$2.00	\$500.00	\$0.01	\$2.50
49	Straw Mulching	250	S.Y.	\$1.00	\$250.00	\$2.00	\$500.00	\$0.01	\$2.50
50	Rip-Rap Stone Slope Protection, 24" Thick	1,500	S.Y.	\$1.75	\$2,625.00	\$30.00	\$45,000.00	\$30.00	\$45,000.00
51	Bridge Railing (One Rail, Aluminum)	100	L.F.	\$150.00	\$15,000.00	\$100.00	\$10,000.00	\$110.00	\$11,000.00
52	Epoxy Waterproofing (Grey)	750	S.Y.	\$14.00	\$10,500.00	\$10.00	\$7,500.00	\$65.00	\$48,750.00
53	No Item	--	--		\$0.00		\$0.00		\$0.00
54	No Item	--	--		\$0.00		\$0.00		\$0.00
55	No Item	--	--		\$0.00		\$0.00		\$0.00
56	No Item	--	--		\$0.00		\$0.00		\$0.00
57	No Item	--	--		\$0.00		\$0.00		\$0.00
58	30" and Variable Pipe Lining	1,200	L.F.	\$150.00	\$180,000.00	\$50.00	\$60,000.00	\$215.00	\$258,000.00
59	Sawing and Sealing Joints in Hot Mix Asphalt Overlay	50,000	L.F.	\$0.25	\$12,500.00	\$1.80	\$90,000.00	\$1.85	\$92,500.00
60	Polymerized Joint Adhesive	54,000	L.F.	\$3.00	\$162,000.00	\$5.00	\$270,000.00	\$0.35	\$18,900.00
61-98	No Item	--	--		\$0.00		\$0.00		\$0.00
99	Power Inverter	3	Unit	\$6,000.00	\$18,000.00	\$6,000.00	\$18,000.00	\$5,840.00	\$17,520.00
100	Controller Assemblies, 8 Phase with Power Inverter and Battery Backup System	1	Unit	\$40,000.00	\$40,000.00	\$50,000.00	\$50,000.00	\$32,000.00	\$32,000.00

SUMMARY OF BIDS



SPECIFICATION NO. 14-07FA

Item No.	Description	Approx. Quantity	Unit	bidder 1 of 3		bidder 2 of 3		bidder 3 of 3	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
101	Foundation, Type P - MC	1	Unit	\$3,000.00	\$3,000.00	\$1,600.00	\$1,600.00	\$2,350.00	\$2,350.00
102	Foundation, Type SFK	1	Unit	\$3,000.00	\$3,000.00	\$1,600.00	\$1,600.00	\$1,850.00	\$1,850.00
103	Foundation, Type SFT	3	Unit	\$3,000.00	\$9,000.00	\$1,600.00	\$4,800.00	\$1,675.00	\$5,025.00
104	18" x 36" Junction Box	5	Unit	\$2,600.00	\$13,000.00	\$1,600.00	\$8,000.00	\$2,100.00	\$10,500.00
105	Foundation, Type STF	1	Unit	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$4,160.00	\$4,160.00
106	Meter Cabinet, Type T	1	Unit	\$2,400.00	\$2,400.00	\$2,500.00	\$2,500.00	\$2,270.00	\$2,270.00
107	Solar Panel Array	16	Unit	\$3,500.00	\$56,000.00	\$2,500.00	\$40,000.00	\$3,200.00	\$51,200.00
108	Image Detector	4	Unit	\$6,000.00	\$24,000.00	\$6,000.00	\$24,000.00	\$5,150.00	\$20,600.00
109	Traffic Signal Standard, Steel	1	Unit	\$7,000.00	\$7,000.00	\$6,000.00	\$6,000.00	\$5,500.00	\$5,500.00
110	3" Rigid Metal Conduit	403	L.F.	\$55.00	\$22,165.00	\$50.00	\$20,150.00	\$57.75	\$23,273.25
111	Traffic Signal Mast Arm, Steel	2	Unit	\$5,000.00	\$10,000.00	\$4,000.00	\$8,000.00	\$3,150.00	\$6,300.00
112	2 1/2" Rigid Metal Conduit	35	L.F.	\$30.00	\$1,050.00	\$30.00	\$1,050.00	\$31.50	\$1,102.50
113	Traffic Signal Standard, Aluminum	6	Unit	\$4,000.00	\$24,000.00	\$3,000.00	\$18,000.00	\$2,300.00	\$13,800.00
114	Traffic Signal Mast Arm, Aluminum	1	Unit	\$2,200.00	\$2,200.00	\$3,000.00	\$3,000.00	\$1,850.00	\$1,850.00
115	Traffic Signal Head	16	Unit	\$1,800.00	\$28,800.00	\$1,000.00	\$16,000.00	\$1,150.00	\$18,400.00
116	Pedestrian Signal Head	6	Unit	\$1,100.00	\$6,600.00	\$1,000.00	\$6,000.00	\$800.00	\$4,800.00
117	Traffic Signal Cable, 7 Conductor	1,038	L.F.	\$2.10	\$2,179.80	\$3.00	\$3,114.00	\$2.20	\$2,283.60
118	Traffic Signal Cable, 5 Conductor	1,829	L.F.	\$2.00	\$3,658.00	\$3.00	\$5,487.00	\$1.95	\$3,566.55
119	Service Wire No. 6 AWG	141	L.F.	\$2.00	\$282.00	\$3.00	\$423.00	\$1.95	\$274.95
120	Pedestrian Push Button w/R10-3e Decal	30	Unit	\$500.00	\$15,000.00	\$500.00	\$15,000.00	\$500.00	\$15,000.00
121	Overhead Mast Arm Signs	7	Unit	\$350.00	\$2,450.00	\$500.00	\$3,500.00	\$450.00	\$3,150.00
122	Asphalt Price Adjustment	L.S.	L.S.	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
123	Fuel Price Adjustment	L.S.	L.S.	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
				Total Bid	\$2,686,380.03	Total Bid	\$2,714,000.00	Total Bid	\$2,907,532.12

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

5/19/15
 / date

C-9

**RESOLUTION AUTHORIZING A CONTRACT AMENDMENT INCREASE #01 WITH
FEDERICI & AKIN, P.A., IN AN AMOUNT NOT TO EXCEED \$35,000.00**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "County") adopted a Resolution on November 05, 2014 authorizing the execution of a professional services contract for Professional Engineering, Construction Inspection, and Environmental Services for County Capital Projects, per RFP-013-039, between the County and Federici & Akin, P.A., with offices located at 307 Greentree Road, Sewell, NJ 08080 (hereinafter "Federici"), relative to Engineering Project #14-19 (hereinafter the "Project"); and

WHEREAS, the amount of the original contract with Federici for such services for the Project was an amount not to exceed \$125,000.00, per Resolution passed on November 5, 2014; and

WHEREAS, Vincent M. Voltaggio, P.E., County Engineer for the County has recommended Amendment Increase #01 to the County's contract with Federici, which will increase the amount of the contract by \$35,000.00, resulting in a new contract amount not to exceed \$160,000.00, and

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

WHEREAS, the additional Professional Engineering and Inspection Services for County Capital Projects, per RFP-014-039, are required to complete the Project #14-19; and

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

WHEREAS, since the contract amendment would be for estimated units of service, same is open-ended, which does not obligate the County to make any purchase; and thereby, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, be, and is hereby authorized to execute and the Clerk of the Board to attest to the Amendment Increase #01 to the professional services contract between the County of Gloucester and Federici & Akin, P.A. for Professional Engineering, Construction Inspection, and Environmental Services for County Capital Projects, per RFP-014-039, relative to Engineering project #14-19 to increase the contract in an amount not to exceed \$35,000.00, resulting in a new contract amount not to exceed \$160,000.00, for additional Professional Engineering and Inspection Services necessitated by an increased scope of work for the said project.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester held on Wednesday, June 24, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

C-9

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

THIS is an Amendment to a contract which was entered into on the 5th day of November 2014, per RFP-014-039, by and between **Federici & Akin P.A.**, with offices at 307 Greentree Road, Sewell, NJ 08080, hereinafter referred to as **“Contractor”**, and **the County of Gloucester**, hereinafter referred to as **“County”**.

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

To increase the contract amount by an amount not to exceed \$35,000.00 to provide additional Capital Project Management engineering, inspection, management and environmental services for the project “Professional Engineering, Construction Inspection, and Environmental Services for Gloucester County Capital Projects,” per RFP-014-039 Engineering Project #14-19.

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

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

THIS ADDENDUM is effective as of the 24th day of June 2015.

ATTEST:

COUNTY OF GLOUCESTER

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

FEDERICI & AKIN P.A.

By:

Title:

C-10

RESOLUTION AUTHORIZING A CONTRACT AMENDMENT INCREASE #01 WITH PENNONI ASSOCIATES, INC., IN AN AMOUNT NOT TO EXCEED \$55,000.00

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "County") adopted a Resolution on November 05, 2014 authorizing the execution of a professional services contract for Professional Engineering, Construction Inspection, and Environmental Services for County Capital Projects, per RFP-013-039, between the County and Pennoni Associates, Inc., with offices located at 515 Grove Street, Suite 1B, Haddon Heights, NJ 08035 (hereinafter "Pennoni"), relative to Engineering Project #14-19 (hereinafter the "Project"); and

WHEREAS, the amount of the original contract with Pennoni for such services for the Project was an amount not to exceed \$125,000.00, per Resolution passed on November 5, 2014; and

WHEREAS, Vincent M. Voltaggio, P.E., County Engineer for the County has recommended Amendment Increase #01 to the County's contract with Pennoni, which will increase the amount of the contract by \$55,000.00, resulting in a new contract amount not to exceed \$180,000.00, and

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

WHEREAS, the additional Professional Engineering and Inspection Services for County Capital Projects, per RFP-014-039, are required to complete the Project #14-19; and

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

WHEREAS, since the contract amendment would be for estimated units of service, same is open-ended, which does not obligate the County to make any purchase; and thereby, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, be, and is hereby authorized to execute and the Clerk of the Board to attest to the Amendment Increase #01 to the professional services contract between the County of Gloucester and Pennoni Associates, Inc. for Professional Engineering, Construction Inspection, and Environmental Services for County Capital Projects, per RFP-014-039, relative to Engineering project #14-19 to increase the contract in an amount not to exceed \$55,000.00, resulting in a new contract amount not to exceed \$180,000.00, for additional Professional Engineering and Inspection Services necessitated by an increased scope of work for the said project.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, June 24, 2015.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

C-10

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

THIS is an Amendment to a contract which was entered into on the 5th day of November 2014, per RFP-014-039, by and between **Pennoni Associates, Inc.**, with offices at 515 Grove Street, Suite 1B, Haddon Heights, NJ 08035, hereinafter referred to as **“Contractor”**, and **the County of Gloucester**, hereinafter referred to as **“County”**.

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

To increase the contract amount by an amount not to exceed \$55,000.00 to provide additional Capital Project Management engineering, inspection, management and environmental services for the project “Professional Engineering, Construction Inspection, and Environmental Services for Gloucester County Capital Projects,” per RFP-014-039 Engineering Project #14-19.

The new Contract amount with the increase is an amount not to exceed **\$180,000.00**.

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

THIS ADDENDUM is effective as of the 24th day of June 2015.

ATTEST:

COUNTY OF GLOUCESTER

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

PENNONI ASSOCIATES, INC.

By:

Title:

E-1

RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY FOR THE PROVISION OF NJ CLEAN COMMUNITIES GRANT PROGRAM ACTIVITIES AND TRANSFERRING THE 2015 CLEAN COMMUNITIES GRANT FUNDS \$141,562.49 TO THE GCIA FOR THESE ACTIVITIES

WHEREAS, the County of Gloucester (hereinafter the "County") is eligible for and does receive from the State of New Jersey funds pursuant to the NJ Clean Communities Grant Program; and

WHEREAS, as it has in the past, the County desires to transfer to the Gloucester County Improvement Authority (hereinafter "GCIA"), the Clean Communities grant funds that it has received for the year 2015; and to provide that the GCIA will administer the these grant funds consistent with the terms and provisions of the New Jersey Clean Communities Program Act, N.J.S.A.13:1E-213, et seq. (hereinafter the "Act"), and related statutory and regulatory provisions; and

WHEREAS, the actual grant funds received by the County total \$141,562.49; and

WHEREAS, it is appropriate to authorize the execution of a Shared Services Agreement in accordance with the Uniform Shared Services Consolidation Act, N.J.S.A. 40A:65-1 et seq., by and between the County, and the GCIA, pursuant to which the GCIA shall provide services consistent with the requirements of the Clean Communities Grant Program under the Act for and on behalf of the County.

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

1. That the County shall County shall transfer to the GCIA the total sum of \$141,562.49, representing the NJ Clean Communities grant funds received by the County from the State of New Jersey for purposes of the GCIA providing Clean Communities activities in the County in accordance with the terms of the Act, and the grant; and
2. That the Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to the execution of said Shared Services Agreement with the GCIA, delegating to the GCIA responsibility for the provision of the activities pursuant to the Clean Communities Grant Program, and the Act.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 24, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

E-1

**SHARED SERVICES AGREEMENT BETWEEN THE
GLOUCESTER COUNTY IMPROVEMENT AUTHORITY AND THE COUNTY
OF GLOUCESTER FOR THE ADMINISTRATION OF THE NJ CLEAN
COMMUNITIES GRANT PROGRAM ACTIVITIES FOR THE YEAR 2015**

THIS UNIFORM SHARED SERVICES AGREEMENT (“Shared Services Agreement”), dated this 24th day of June, 2015, by and between the **Gloucester County Improvement Authority**, a body politic and corporate of the State of New Jersey (hereinafter the “GCIA”), and the **County of Gloucester**, a body politic and corporate of the State of New Jersey (hereinafter the “County”).

RECITALS

WHEREAS, the GCIA is a body politic and corporate of the State of New Jersey, with its principal offices located at 109 Budd Boulevard, West Deptford, New Jersey 08096; and

WHEREAS, the County is a body politic and corporate of the State of New Jersey, with its principal offices located at 2 South Broad Street, Woodbury, New Jersey, 08096; and

WHEREAS, the State of New Jersey has provided funds to the County through the New Jersey Department of Environmental Protection (hereinafter the “NJDEP”) in the amount \$141,562.49 (hereinafter the “Grant”) under and pursuant to the Clean Communities Program Act, N.J.S.A.13:1E-213, et seq. (hereinafter the “Act”); and

WHEREAS, the County is therefore required by the Grant, and the Act, to provide Clean Communities Program activities consistent with the terms of the Grant and the Act (hereinafter the “Activities”); and

WHEREAS, the GCIA maintains and operates an Office of Recycling which employs personnel that are qualified, capable and willing to provide the Activities that the County is responsible to provide consistent with the terms of the Grant and the Act; and

WHEREAS, the GCIA is then able through its Office of Recycling, and its staff, based on its experience, to provide the Activities within the County in accordance with the terms of the Grant and the Act; and

WHEREAS, the GCIA has in the provided such Activities for and on behalf of the County under prior agreements; and

WHEREAS, the County desires to delegate to the GCIA the responsibility for provision of the Activities that the County may be required to undertake in accordance with the Grant and the Act throughout the County; and

WHEREAS, the County and the GCIA desire to enter into this Shared Services Agreement for the purpose of having the GCIA provide the Activities for and in the County for the year 2015 consistent with the terms and provisions of the Grant, the Act, and the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. (hereinafter the “Shared Services Act”); and

WHEREAS, the Shared Services Act, N.J.S.A. 40A:65-1, et seq., specifically authorizes local government units, including, but not limited to, counties and authorities such as the GCIA to enter agreements for the provisions of Shared Services.

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

AGREEMENT

A. DESCRIPTION OF THE PROJECT AND SERVICES.

(a) The GCIA shall provide through its Office of Recycling, its staff and personnel, all services necessary and appropriate to provide Activities that comply with, and are in accordance with, the Grant and the Act, as more specifically described in the statutory, regulatory and Grant program provisions for the year 2015. Such services shall include, but not be limited to, the preparation and submission to the County of, any and all financial and performance reports, plans, schedules, accountings or other documents, that may be required by either the Grant or the Act for submission to the NJDEP, or other appropriate agencies, in order to establish compliance with the requirements of the Grant and/or the Act.

(b) The GCIA warrants that it is aware of the requirements of the Grant, and the Act, and thereby of the work required to be performed under this Shared Services Agreement. The GCIA further warrants that it has the capabilities and credentials required by this Shared Services Agreement, and that it will faithfully perform the services required hereunder, and abide by the terms, conditions and other requirements of this Shared Services Agreement, the Grant, and the Act.

B. PAYMENT FROM COUNTY TO GCIA; NO PAYMENT FROM GCIA TO COUNTY.

The parties agree that the entire payment from the County to the GCIA shall consist of a transfer from the County to the GCIA of grant funds in the amount of \$141,562.49, which constitutes the entire amount received by the County from the NJDEP under and pursuant to the Act. The County shall have no obligation to make any payment or transfer any funds to the GCIA other than the transfer of the funds of the Grant received by the County from the NJDEP for 2015. The parties further agree that neither the County, nor the GCIA, shall be obligated to reimburse the other for the cost of any services rendered by either in processing, administering, or closing out the Grant in accordance with its terms, and in accordance with the requirements of the Act.

C. DURATION OF AGREEMENT.

This Shared Services Agreement shall be effective upon the effective date noted herein below, and shall conclude on December 31, 2015, or at such time as the Grant funds for 2015 have been exhausted, whichever is later. To the extent that additional reporting or administrative activities are necessary or required to conclude the administration of the Activities for calendar year 2015 after this Shared Services Agreement has concluded, the

GCIA shall be authorized to take such action on behalf of the County, and the County on behalf of the GCIA; and both parties agree to do so.

D. LIMITATION OF DELEGATION; INDEMNIFICATION; INSURANCE.

Neither County nor GCIA intends by this Shared Services Agreement to create any agency relationship other than that which may be specifically required by the Shared Services Act for the limited purpose of the GCIA providing the services in connection with the project described in this Shared Services Agreement, including, but not limited to, the provision of the Activities for the year 2015. To the extent that this Shared Services Agreement constitutes a delegation of authority by the County, this Shared Services Agreement shall not be construed to delegate any authority other than the authority to provide the Activities, including satisfaction of any reporting requirements necessary and appropriate to carry out the requirements of the Grant and the Act.

Notwithstanding any such agency relationship which may be created by the Shared Services Act, the GCIA hereby specifically agrees to indemnify and hold County harmless with regard to any claim of any kind, and with regard to cost for the same (including, without limitation, counsel fees, experts' costs, court costs and the like), arising out of any act or omission by the GCIA and/or any of its agents, servants, employees, or contractors in connection with the performance of the services which are the subject of this Shared Services Agreement.

The GCIA represents that it maintains General Liability and all other necessary and appropriate insurances related to the services to be performed under this Shared Services Agreement. Simultaneously with the execution of this Shared Services Agreement, the GCIA shall provide the County with Certificates of Insurance for the relevant policies; and shall provide that the County shall be named as an additional insured on all such policies.

E. COMPLIANCE WITH LAWS AND REGULATIONS.

The GCIA and the County agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, statutes, ordinances, rules, regulations and other governmental requirements which may be applicable to the services being performed, as described and set forth in this Shared Services Agreement.

The GCIA and the County agree in the performance of this Shared Services Agreement to comply with all applicable Federal, State and Municipal laws, rules, regulations, ordinances, and written policies including, but not limited to, that which are set forth in the Grant and/or the Act.

F. MISCELLANEOUS.

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, the GCIA, and their

respective successors and assigns.

3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document, and all of which shall constitute but one and the same instrument.
5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
6. **Further Assurances and Corrective Instruments.** The GCIA and the County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.
7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only, and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed entirely within such state, including all matters of enforcement, validity and performance.
10. **Notices.** Notices required by the Shared Services Agreement 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 notices can not be delivered or personally served, then by any procedure for notices pursuant to the Rules of Court of the State of New Jersey.
11. **Binding Effect.** This Shared Services Agreement shall be binding on the undersigned, and their successors and assigns.

12. **Gender and Number.** Use of the singular or plural includes the other, and use of any gender includes all genders, as the context requires or permits.

G. SHARED SERVICES AGREEMENT PARTS. This Shared Services Agreement consists of this Agreement document, and any and all of the documents, including amendments and supplements thereto, that make up the Grant package (hereinafter the "Grant Documents"), all of which are referred to, and incorporated herein in their entirety by reference. The GCIA warrants that it is familiar with, has read, and understands, the Grant Documents.

Should there occur a conflict between this Shared Services Agreement, and the Grant Documents or the Act, then the Grant Documents and Act shall prevail.

H. EFFECTIVE DATE. This Shared Services Agreement shall be effective as of June 24, 2015, which date shall be considered the commencement date of this Shared Services Agreement.

ATTEST:

COUNTY OF GLOUCESTER

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER,
DIRECTOR

ATTEST:

GLOUCESTER COUNTY
IMPROVEMENT
AUTHORITY

PAUL W. LENKOWSKI,
SECRETARY/TREASURER

CHARLES FENTRESS,
CHAIRMAN

RESOLUTION AUTHORIZING CONTRACTS TO PROVIDE APPRAISALS AND RELATED SERVICES FOR LAND AND/OR DEVELOPMENT RIGHT ACQUISITIONS FROM JUNE 24, 2015 TO JUNE 23, 2016 IN AN AMOUNT NOT TO EXCEED \$35,000.00 EACH

ER

WHEREAS, from time to time the County of Gloucester (hereinafter the "County") has a need for appraisal and related services in land and/or development right acquisitions for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

WHEREAS, these contracts may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contracts is the provision of professional services for which bids could not be received; and

WHEREAS, the County requested proposals as per RFP #015-017 from interested providers and evaluated and awarded those proposals consistent with the County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4 et. seq.; and

WHEREAS, the evaluation, based on the established criteria, concluded that the following firms have submitted proposals evidencing that they are ready, willing and able to perform the services if requested:

- Molinari & Associates, PC, Harrison Professional Building, 14 Harrison Street, Suite 202, Woodbury, NJ, 08096
- Curran Realty Advisors LLC, 195 Nassau Street, Suite 17, Princeton, NJ, 08542
- Steven W. Bartelt, MAI, PO Box 8169, Turnersville, NJ, 08080
- The Hanson Organization, PC, 809 Second Street, Ocean City, NJ, 08226-4117
- R.W. Frankenfield Associates, 521 Middle Road, Hammonton, NJ, 08037
- T.W. Sheehan & Associates LLC, P.O. Box 641, Haddonfield, NJ, 08033; and

WHEREAS, each said contract for title work and related services would be for estimated services in an amount not to exceed \$35,000.00 as per RFP #015-017; and

WHEREAS, the contracts are open ended, which does not obligate the County to make any purchase, so that no Certificate of Availability of Funds are required at this time.

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

1. That contracts for title work and related services for land and/or development right acquisitions by the County be awarded to: MOLINARI & ASSOCIATES PC, CURRAN REALTY ADVISORS LLC, STEVEN W. BARTELT MAI, THE HANSON ORGANIZATION PC, R.W. FRANKENFIELD ASSOCIATES, AND T.W. SHEEHAN & ASSOCIATES LLC, as needed from June 24, 2015 to June 23, 2016, and each for an amount not to exceed \$35,000.00; and,
2. That the Director of the Board is hereby authorized the execute and the Clerk of the Board is hereby authorized to attest to the contracts for the aforementioned purpose on behalf of the County; and

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

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service and amount of the contracts, if applicable, and a copy of this Resolution and the contracts are on file and available for public inspection in the Office of the Clerk of the Board of Gloucester County. The aforementioned notice 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, June 24, 2015, Woodbury, New Jersey.



THE COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

E 2

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF GLOUCESTER
AND MOLINARI & ASSOCIATES PC**

THIS CONTRACT is made this 24th day of **June, 2015**, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **MOLINARI & ASSOCIATES, PC**, with offices at Harrison Professional Building, 14 Harrison Street, Suite 202, Woodbury, NJ, 08096, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County for the provision of appraisals and related services for land and/or development right acquisitions being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

WHEREAS, this Contract is awarded pursuant to, and consistent with, the County's Fair and Open Procurement Process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

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

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

TERMS OF AGREEMENT

1. COMMENCEMENT OF SERVICES. Contractor shall commence services from June 24, 2015, to June 23, 2016, as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, Department of Public Works, or Legal Department.

2. COMPENSATION. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated April 1, 2015 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") #015-017. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed \$35,000.00.

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 RFP #015-017, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP #015-017.

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

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

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

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

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

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

5. LICENSING. If the Contractor, or any of its subcontractors, 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, and shall remain so throughout the term of this Contract.

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

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

A. Pursuant to the termination provisions set forth in the Bid Specification, 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 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.

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 such subcontractor or assignee shall arise, unless the County shall elect to accept, and 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 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

disability, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants, or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

If Contractor is a member of a profession which is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect, an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

The County shall review the certificate for sufficiency and compliance with this paragraph and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract, and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. SET-OFF. Should Contractor either refuse or neglect to perform the services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expenses 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. 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

13. PARTIAL INVALIDITY. In the event that any provisions 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 provisions of this Contract.

14. 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.

15. COMPLIANCE WITH APPLICABLE LAW. Contractor shall at all times during the course of the effective period of this Contract comply with, and be subject to, all applicable laws, rules and regulations of the State of New Jersey, and of the United States, and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

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

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

18. CONTRACT PARTS. This Contract consists of this Contract document, RFP #015-017 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP #015-017, this Contract shall prevail. Should there occur a conflict between this Contract or RFP #015-017, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 24th day of June, 2015.

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.

COUNTY OF GLOUCESTER

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

MOLINARI & ASSOCIATES, PC

**EDWARD T. MOLINARI,
PRESIDENT**

E-2

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF GLOUCESTER
AND CURRAN REALTY ADVISORS, LLC**

THIS CONTRACT is made this 24th day of **June, 2015**, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **CURRAN REALTY ADVISORS, LLC**, with offices at 195 Nassau Street, Suite 17, Princeton, NJ, 08542, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County for the provision of appraisals and related services for land and/or development right acquisitions being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

WHEREAS, this Contract is awarded pursuant to, and consistent with, the County's Fair and Open Procurement Process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

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

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

TERMS OF AGREEMENT

1. COMMENCEMENT OF SERVICES. Contractor shall commence services from June 24, 2015, to June 23, 2016, as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, Department of Public Works, or Legal Department.

2. COMPENSATION. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated May 15, 2015 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") #015-017. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed \$35,000.00.

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 RFP #015-017, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP #015-017.

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

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

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

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

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

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

5. LICENSING. If the Contractor, or any of its subcontractors, 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, and shall remain so throughout the term of this Contract.

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

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

A. Pursuant to the termination provisions set forth in the Bid Specification, 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 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.

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 such subcontractor or assignee shall arise, unless the County shall elect to accept, and 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 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

disability, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants, or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

If Contractor is a member of a profession which is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect, an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

The County shall review the certificate for sufficiency and compliance with this paragraph and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract, and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. SET-OFF. Should Contractor either refuse or neglect to perform the services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expenses 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. 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

13. PARTIAL INVALIDITY. In the event that any provisions 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 provisions of this Contract.

14. 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.

15. COMPLIANCE WITH APPLICABLE LAW. Contractor shall at all times during the course of the effective period of this Contract comply with, and be subject to, all applicable laws, rules and regulations of the State of New Jersey, and of the United States, and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

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

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

18. CONTRACT PARTS. This Contract consists of this Contract document, RFP #015-017 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP #015-017, this Contract shall prevail. Should there occur a conflict between this Contract or RFP #015-017, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 24th day of June, 2015.

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.

COUNTY OF GLOUCESTER

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

**CURRAN REALTY ADVISORS,
LLC**

**SUSANNE M. CURRAN,
PRINCIPAL**

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF GLOUCESTER
AND STEVEN W. BARTELT, MAI**

THIS CONTRACT is made this 24th day of **June, 2015**, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **STEVEN W. BARTELT, MAI**, with offices at PO Box 8169, Turnersville, NJ, 08080, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County for the provision of appraisals and related services for land and/or development right acquisitions being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

WHEREAS, this Contract is awarded pursuant to, and consistent with, the County's Fair and Open Procurement Process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

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

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

TERMS OF AGREEMENT

1. COMMENCEMENT OF SERVICES. Contractor shall commence services from June 24, 2015, to June 23, 2016, as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, Department of Public Works, or Legal Department.

2. COMPENSATION. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated April 22, 2015 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") #015-017. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed \$35,000.00.

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 RFP #015-017, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP #015-017.

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

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

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

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

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

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

5. LICENSING. If the Contractor, or any of its subcontractors, 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, and shall remain so throughout the term of this Contract.

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

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

A. Pursuant to the termination provisions set forth in the Bid Specification, 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 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.

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 such subcontractor or assignee shall arise, unless the County shall elect to accept, and 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 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

disability, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants, or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

If Contractor is a member of a profession which is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect, an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

The County shall review the certificate for sufficiency and compliance with this paragraph and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract, and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. SET-OFF. Should Contractor either refuse or neglect to perform the services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expenses 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. 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

13. PARTIAL INVALIDITY. In the event that any provisions 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 provisions of this Contract.

14. 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.

15. COMPLIANCE WITH APPLICABLE LAW. Contractor shall at all times during the course of the effective period of this Contract comply with, and be subject to, all applicable laws, rules and regulations of the State of New Jersey, and of the United States, and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

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

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

18. CONTRACT PARTS. This Contract consists of this Contract document, RFP #015-017 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP #015-017, this Contract shall prevail. Should there occur a conflict between this Contract or RFP #015-017, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 24th day of June, 2015.

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.

COUNTY OF GLOUCESTER

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

STEVEN W. BARTELT, MAI

**STEVEN W. BARTELT,
MAI, SRA**

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF GLOUCESTER
AND THE HANSON ORGANIZATION, PC**

THIS CONTRACT is made this 24th day of **June, 2015**, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **The Hanson Organization, PC**, with offices at 809 Second Street, Ocean City, NJ, 08226-4117, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County for the provision of appraisals and related services for land and/or development right acquisitions being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

WHEREAS, this Contract is awarded pursuant to, and consistent with, the County's Fair and Open Procurement Process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

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

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

TERMS OF AGREEMENT

1. COMMENCEMENT OF SERVICES. Contractor shall commence services from June 24, 2015, to June 23, 2016, as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, Department of Public Works, or Legal Department.

2. COMPENSATION. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated May 17, 2015 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") #015-017. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed \$35,000.00.

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 RFP #015-017, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP #015-017.

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

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

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

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

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

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

5. LICENSING. If the Contractor, or any of its subcontractors, 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, and shall remain so throughout the term of this Contract.

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

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

A. Pursuant to the termination provisions set forth in the Bid Specification, 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 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.

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 such subcontractor or assignee shall arise, unless the County shall elect to accept, and 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 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

disability, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants, or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

If Contractor is a member of a profession which is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect, an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

The County shall review the certificate for sufficiency and compliance with this paragraph and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract, and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. SET-OFF. Should Contractor either refuse or neglect to perform the services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expenses 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. 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

13. PARTIAL INVALIDITY. In the event that any provisions 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 provisions of this Contract.

14. 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.

15. COMPLIANCE WITH APPLICABLE LAW. Contractor shall at all times during the course of the effective period of this Contract comply with, and be subject to, all applicable laws, rules and regulations of the State of New Jersey, and of the United States, and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

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

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

18. CONTRACT PARTS. This Contract consists of this Contract document, RFP #015-017 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP #015-017, this Contract shall prevail. Should there occur a conflict between this Contract or RFP #015-017, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 24th day of June, 2015.

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.

COUNTY OF GLOUCESTER

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

**THE HANSON
ORGANIZATION, PC**

**MARK J. HANSON, SCGREAS,
MAI, SRA**

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF GLOUCESTER
AND R.W. FRANKENFIELD ASSOCIATES**

THIS CONTRACT is made this 24th day of **June, 2015**, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **R.W. Frankenfield Associates**, with offices at 521 Middle Road, Hammonton, NJ, 08037, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County for the provision of appraisals and related services for land and/or development right acquisitions being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

WHEREAS, this Contract is awarded pursuant to, and consistent with, the County's Fair and Open Procurement Process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

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

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

TERMS OF AGREEMENT

1. COMMENCEMENT OF SERVICES. Contractor shall commence services from June 24, 2015, to June 23, 2016, as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, Department of Public Works, or Legal Department.

2. COMPENSATION. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated May 12, 2015 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") #015-017. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed \$35,000.00.

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 RFP #015-017, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP #015-017.

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

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

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

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

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

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

5. LICENSING. If the Contractor, or any of its subcontractors, 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, and shall remain so throughout the term of this Contract.

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

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

A. Pursuant to the termination provisions set forth in the Bid Specification, 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 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.

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 such subcontractor or assignee shall arise, unless the County shall elect to accept, and 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 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

disability, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants, or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

If Contractor is a member of a profession which is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect, an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

The County shall review the certificate for sufficiency and compliance with this paragraph and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract, and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. SET-OFF. Should Contractor either refuse or neglect to perform the services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expenses 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. 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

13. PARTIAL INVALIDITY. In the event that any provisions 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 provisions of this Contract.

14. 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.

15. COMPLIANCE WITH APPLICABLE LAW. Contractor shall at all times during the course of the effective period of this Contract comply with, and be subject to, all applicable laws, rules and regulations of the State of New Jersey, and of the United States, and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

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

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

18. CONTRACT PARTS. This Contract consists of this Contract document, RFP #015-017 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP #015-017, this Contract shall prevail. Should there occur a conflict between this Contract or RFP #015-017, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 24th day of June, 2015.

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.

COUNTY OF GLOUCESTER

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER,
DIRECTOR

ATTEST:

R.W. FRANKENFIELD
ASSOCIATES

ROBERT W. FRANKENFIELD,
OWNER

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF GLOUCESTER
AND T.W. SHEEHAN & ASSOCIATES, LLC**

THIS CONTRACT is made this 24th day of **June, 2015**, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **T.W. Sheehan & Associates, LLC**, with offices at 1209 South Union Ave., Suite 101, Cherry Hill, NJ, 08002, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County for the provision of appraisals and related services for land and/or development right acquisitions being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

WHEREAS, this Contract is awarded pursuant to, and consistent with, the County's Fair and Open Procurement Process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

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

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 from June 24, 2015, to June 23, 2016, as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, Department of Public Works, or Legal Department.

2. COMPENSATION. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated April 9, 2015 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") #015-017. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed \$35,000.00.

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 RFP #015-017, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP #015-017.

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

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

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

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

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

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

5. LICENSING. If the Contractor, or any of its subcontractors, 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, and shall remain so throughout the term of this Contract.

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

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

A. Pursuant to the termination provisions set forth in the Bid Specification, 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 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.

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 such subcontractor or assignee shall arise, unless the County shall elect to accept, and 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 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

disability, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants, or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

If Contractor is a member of a profession which is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect, an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

The County shall review the certificate for sufficiency and compliance with this paragraph and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract, and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. SET-OFF. Should Contractor either refuse or neglect to perform the services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expenses 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. 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

13. PARTIAL INVALIDITY. In the event that any provisions 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 provisions of this Contract.

14. 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.

15. COMPLIANCE WITH APPLICABLE LAW. Contractor shall at all times during the course of the effective period of this Contract comply with, and be subject to, all applicable laws, rules and regulations of the State of New Jersey, and of the United States, and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

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

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

18. CONTRACT PARTS. This Contract consists of this Contract document, RFP #015-017 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP #015-017, this Contract shall prevail. Should there occur a conflict between this Contract or RFP #015-017, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 24th day of June, 2015.

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.

COUNTY OF GLOUCESTER

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

**T.W. SHEEHAN &
ASSOCIATES, LLC**

**TIMOTHY W. SHEEHAN,
PRESIDENT**

Molinari & Associates, P.C.

Harrison Professional Building
14 Harrison Street, Suite 202
Woodbury, NJ 08096

Phone: (856) 853-7622
Fax: (856) 853-7627
www.Molinari.us

April 1, 2015

Pete Mercanti, Director
Purchasing Department
County of Gloucester
Two S. Broad Street
Woodbury, NJ 08096

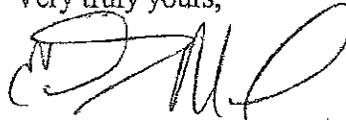
Re: RFP # 015-017
Appraisal services for land and/or development right acquisitions

Dear Mr. Mercanti:

Attached is a completed and signed proposal for our service. I believe you will find all the requested documents in order. If any additional information is needed please do not hesitate to contact me.

I appreciate the opportunity to submit this proposal and continuing to providing our service to Gloucester County.

Very truly yours,



Edward T. Molinari

attachment

COPY

Real Estate Appraisers & Consultants

Based on these amounts, past annual costs were approximately \$35,000 – \$45,000 per contract, with each vendor receiving approximately 15 projects under the contract term limit. **PLEASE BE ADVISED THAT THE COUNTY WILL NOT AUTHORIZE A PRICE GREATER THAN \$45,000.00 FOR THE TOTAL AMOUNT OF THIS CONTRACT.**

It is also anticipated that the County will again utilize more than one (1) vendor to ensure all projects will be completed within required timelines and for expediency purposes.

Vendors must indicate a price for appraisal services based on the following conditions:

- **Total price for 1 (one) appraisal for farmland, open space, engineering, or other unspecified project, at 50-acres:**
\$2,200 + (vendor's price).

In addition, the proposer must demonstrate the ability to:

A. Provide verification that the proposer is certified by the State of New Jersey for Farmland (SADC – Department of Agriculture) and Open Space (Green Acres – Department of Environmental Protection) preservation appraisal services.
My name is on the Approved Appraiser list which is accessible on the web sites for both departments.

B. Meet all items as per the following requirements:

1. State Certified General Real Estate Appraiser (SCGREA) pursuant to N.J.A.C. 13:40A1.2.
2. Well equipped appraisal office with adequate resources to efficiently complete narrative appraisal reports on large scale.
3. Meet all requirements as indicated in N.J.S.A. 4:1C-31, N.J.A.C. 2:76-6.7 for the Farmland Preservation Program. Guidelines may be found at www.state.nj.us/agriculture/sadc/appraisers.htm.
4. Meet all requirements as per N.J.S.A. 13:8C 1-43, N.J.A.C. 7:36 – 1.1 et al. for the Green Acres Programs. Guidelines may be found at www.nj.gov/dep/greenacres/appscope.doc.
5. Adhere to all requirements at 49CFR, Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs (for County Engineering work which could include right-of-way; drainage; temporary construction; slope; traffic signal; utility easement; etc.).
6. The vendor also agrees to provide appropriate response for any and all work performed if said work generates questions from the respective applicant(s), the New Jersey State Agriculture Development Committee (SADC), Green Acres, and/or any other applicable State agency. These

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PROPOSAL

For RFP #015-017 PROFESSIONAL REAL ESTATE APPRAISAL SERVICES

Submitted to: Pete Mercanti, Director
Purchasing Department
County of Gloucester Administration Building
Two South Broad Street
Woodbury, NJ 08096

Date: May 15, 2015

Submitted by: *Curran Realty Advisors LLC*

Susanne M. Curran MAI, PP, SCGREA
Principal

195 Nassau Street, Suite 17
Princeton, New Jersey 08542
609-921-8778 ph
609-921-8224 fax

www.curranappraisal.com

curranappraisal@gmail.com

P. REPRESENTATION THAT SERVICES WILL BE PERFORMED WITHIN THE UNITED STATES OF AMERICA:

Curran Realty Advisors LLC represents that all services will be performed within the United States of America.

4. SPECIALIZED REQUIREMENTS OF TECHNICAL PROPOSAL:

Cost of one Appraisal, estimated 50 acres: \$ 2,793- one report

Attached are printouts from the NJ SADC and NJ DEP approved appraiser lists showing Susanne M. Curran MAI, PP of Curran Realty Advisors LLC as an approved appraiser.

My NJ state appraisal certification was presented previously in this document.

Curran Realty Advisors LLC is an established appraisal business and can efficiently complete narrative appraisal reports on a large scale.

Susanne M. Curran MAI, PP is an experienced NJ SADC, NJ DEP and NJ DOT appraiser and is familiar with all of the program requirements for these organizations.

Selected List of Appraisals Performed for Gloucester County:

Austin	Leone
Musumeci	Stanton
Ragusa	Previtera
Cali	Knecht
Deringer	Smith
Cavallero	Garrison
Gaventa	Keefer
Stefka (5 farms)	Totaro
Patane	Five Points Shopping Center
Lanza	Shiveler
Still Run	Nicolary
Prowe	Datz
Catalbiano	Franchi
DiMaris	Grasso
King	Griffie

STEVEN W BARTELT, MAI
REAL ESTATE APPRAISAL CONSULTANTS

PO Box 8169
Turnersville, NJ 08080

Office - 856-582-5892
FAX 856-582-3493
SBartelt22@comcast.net

22 April 2015

COPY

Mr. Peter M. Mercanti, Director
Purchasing Department
County of Gloucester
2 South Broad St
Woodbury, NJ 08096

RE: Request for Proposal/Qualifications/Real Estate Appraiser/Appraisal Services
RFP# 015-017 - County of Gloucester

Dear Mr Mercanti:

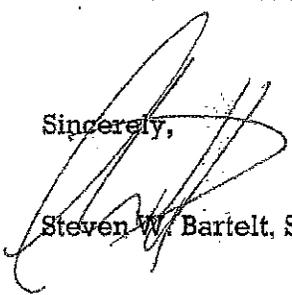
Please find attached my response to your 2015/2016 RFP. A table of contents immediately follows this introductory letter.

I have been engaged in the full time practice of real property appraisal for 33 years. In the past 20+/- years my activity has been largely concentrated in eminent domain, tax appeal and public projects (Green Acres, NJ DOT, Farmland Preservation, County Engineering for Burlington, Cumberland, Gloucester & Camden Counties). I am a MAI and SRA member of the Appraisal Institute and a NJ State General Certified Real Estate Appraiser, license #42RG00011400.

I believe that I have submitted all of the required material, in the manner requested. I note and agree to the General Terms & Conditions as specified in the above cited RFP.

Please call should you have any question, or if I may be of further service. Otherwise I will look forward to hearing from you in the near future.

Sincerely,



Steven W. Bartelt, SRA, MAI

SECTION I - PROPOSED FEE STRUCTURE
22 April 2015

I am providing here base appraisal fees for typical assignments.

Engineering Appraisals - \$3100/per parcel or ownership
Green Acres Appraisals - \$3100/per parcel or ownership
Farmland Preservation Appraisals - \$2950/per parcel or ownership

The proposal specifically requested a price for "**Total price for 1 (One) appraisal for farmland, open space, engineering or other unspecified project, at 50 acres:**" I'd rather not quote a single price for all three but since it was requested that price is \$3,100.

The only "extra fee" I would anticipate is an hourly fee for testimony regarding my appraisal, required by certain engineering assignments. My typical fee for such work is \$190 per hour. I understand that the County does not pay for transportation costs.

In the past there have been projects where I have charged less due to economy afforded to large projects with similar property types. This has been done on farmland parcels and on my most recent engineering project Rt 322 By-Pass. There may be some fees that exceed these levels. This is because of the specialized nature of the reports and/or the properties. For the vast majority of cases there should be no circumstances where the fees exceeded these levels. This would be thoroughly discussed with the requesting agency prior to the start of any work.

I accept appraisal assignments from Gloucester County irrespective of the difficulty in the assignment for the base fee. My sense is that some assignments take more time and some less. In the end, this tends to balance out so that the County is not overpaying and I am making a reasonable profit.

I have never turned down an assignment from Gloucester County because of a disagreement over the proposed fee or the work involved in completing the assignment. I have always been available when the County needed me.

**PROPOSAL FOR GLOUCESTER
COUNTY REAL ESTATE APPRAISAL SERVICES RFP #015-017**

**PETE MERCANTI, DIRECTOR
PURCHASING DEPARTMENT
COUNTY OF GLOUCESTER
TWO SOUTH BROAD STREET
WOODBURY, NJ 08096**

**SUBMITTED BY: MARK J. HANSON, MAI, SRA
 THE HANSON ORGANIZATION, PC
 809 SECOND STREET
 OCEAN CITY, NEW JERSEY 08226-4117
 TELEPHONE: (609) 398-3189
 FACSIMILE: (609) 398-6218
 EMAIL: mhanson@hansonpc.us**

DATE: May 7, 2015

FACILITIES

3.1 Office Facility. The Company maintains offices at 809 Second Street in Ocean City, Cape May County, New Jersey.

3.2 Office Equipment. Office equipment includes Dell and Hewlett Packard computers, Hewlett Packard printers, business copier, Panasonic facsimile machine and filing cabinets. My computers operate Microsoft Professional Office software. Additional software includes Nuance PDF 5, Dragon Voice Recognition, Internet Explorer 10.0, Norton Security, Adobe Photoshop #11, Adobe 9 and various real estate and legal databases including Multiple Listing Service, Vital Tax Records, New Jersey Parcel Maps and Fastcase law. The scheduling of my assignments is tracked in Microsoft Outlook.

3.3 Office Staff. All staff is assigned to the Ocean City office.

D. CONFLICT OF INTEREST

4.1 Conflict of Interest. The Company agrees not to represent anyone with interests that directly conflict with the client's interests. It is agreed that the client is the County of Gloucester.

4.2 Intended Use. The intended use of the valuation services will be to assist the client in carrying out its governmental functions including but not limited to assisting with acquisitions and condemnations. The intended use of the services is its purpose and function, i.e., to acquire property through eminent domain or arms length negotiations.

4.3 Intended Users. The intended users of the services shall be the client. By identifying who the intended users are, the Company and the client will not be responsible for misuse of the valuation services by any other unauthorized user.

E. FEES

5.1 Professional Fee

The Company's professional fee for valuation services as outlined herein will be based upon a rate of One Hundred Dollars per hour (\$100.00/ per hour) for all valuation services plus all direct out-of-pocket expenses incurred as authorized by the client for the valuation services. Atypical or unusual exhibit requirements such as specialized photography or specialized maps are beyond the original scope of work and shall be an additional fee charged at cost by the Company without any additional markup by the Company to the client. Since the actual scope of work for the valuation services are unknown at the time of this proposal, the normal assignment for the intended use typically requires between 20 and 35 hours to complete indicating the range of typical costs per assignment are from \$2,000 to \$3,500. The hourly rate includes all direct out-of-pocket expenses incurred due to report production costs, computer charges, telephone costs and typical exhibit costs. The typical appraisal fee for a residential property is \$750.00. The typical appraisal fee for vacant land falls within a range of \$2,000 to \$3,500 depending on various factors. The typical appraisal fee for an income producing property falls within a range of \$3,000 to \$7,500 depending on property type and other various factors. A final fee can be determined with specificity for each assignment based upon the defined scope of work. The maximum fee for annual appraisal services is estimated to be \$40,000.

Total price for 1 (one) appraisal for farmland, open space, engineering, or other unspecified project, at 50-acres: \$3,000.00 (vender's price).

R. W. Frankenfield Associates

Real Estate Appraisers and Consultants

521 Middle Road

Hammonton, New Jersey 08037

Phone: (609) 457-9570

Fax: (609) 704-8665

May 12, 2015

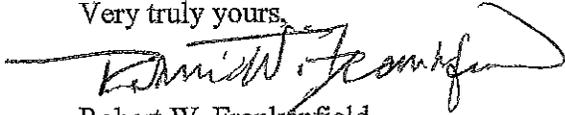
Mr. Pete Mercanti, Director
Purchasing Department
County of Gloucester
Two S. Broad Street
Woodbury, New Jersey 08096

Re: Request for Proposals for Appraisal Services
for Land and/or Development Right Acquisitions
for the Gloucester County Office of Land
Preservation, Department of Public Works, and/or
Other Unspecified Projects – RFP #015-017

Dear Mr. Mercanti:

In accordance with the request of Gloucester County for a proposal for Appraisal Services, I am submitting the attached information for your review. If you have any questions, please do not hesitate to contact me. Thanking you for your attention to this matter, I remain

Very truly yours,



Robert W. Frankenfield
NJ Certified General Real Estate Appraiser

Standard Requirements of Technical Proposal

- O. A copy of my Business Registration Statement is attached to this proposal.
- P. All services will be performed in the County of Gloucester, State of New Jersey, United States of America.

Specialized Requirements of Technical Proposal

- A. If requested, all fees will be proposed to the County of Gloucester at the time of receiving the County's Request for an appraisal. The total price for one appraisal for farmland, Open Space, Engineering, or other unspecified project, averaging 50 acres will be \$3,000.
- B. I meet all items as per the following requirements:
 - 1. I am certified by the State of New Jersey State Agricultural Development Committee for conducting Farmland Appraisals, which can be verified with Mr. Paul Burns, Real Estate Appraiser, SADC. I am also certified by the State of New Jersey Department of Environmental Protection, Green Acres Program to perform appraisals. I am a NJ State Certified General Real Estate Appraiser (SCGREA) pursuant to NJAC 13:40A1.2. A copy of the certification is contained in the attachments.
 - 2. I have a well-equipped appraisal office containing all the necessary office equipment and reference information necessary to conduct real estate appraisals of a large scale. I will be responsible for providing all materials, tools, machinery and labor and will perform all services in a workmanlike manner. Any representative of the County of Gloucester is invited to inspect my office, at your convenience.
 - 3. I meet all requirements for completing Farmland Appraisals. A current copy of the general requirements of the SADC is available in my office.
 - 4. I meet all requirements for completing appraisals for the Green Acres Program. A current copy of the general requirements is available in my office.
 - 5. The reports are in conformance with the Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs and USPAP, as required. I have had experience conducting appraisals for the New Jersey Department of Transportation over the past 25+ years.
 - 6. I agree to provide appropriate response for any and all work performed if said work generates questions from the respective applicant(s), the New Jersey State Agriculture Development Committee (SADC), Green Acres, and/or any other applicable State agency.
 - 7. I acknowledge that I would be an independent contractor and not an agent for the County of Gloucester in the performance of appraising real property.

T. W. SHEEHAN & ASSOCIATES, LLC
REAL ESTATE APPRAISERS / CONSULTANTS

P.O. Box 641 / HADDONFIELD, NJ 08033
☐ PHONE: (856) 662-0027 ☐ FAX: (856) 547-3559 ☐ EMAIL: TSHEEHAN@COMCAST.NET

April 9, 2015

County of Gloucester
Two S. Broad Street
Woodbury, NJ 08096

Attn: Mr. Pete Mercanti
Director, Purchasing Department

Re: RFP #15-017
Real Estate Appraisal Services

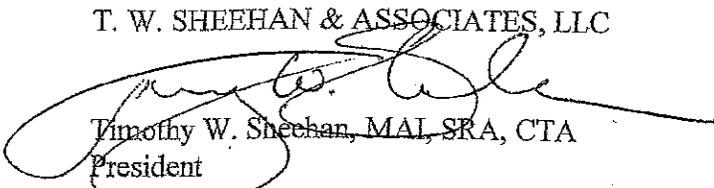
Mr. Mercanti:

We are pleased to respond to your request for proposal of real estate appraisal services. Enclosed you will find the relevant information regarding T. W. Sheehan & Associates LLC along with the completed attachments.

We trust the enclosed information is sufficient for your needs. Please do not hesitate to call if you have any questions or comments.

Sincerely,

T. W. SHEEHAN & ASSOCIATES, LLC



Timothy W. Sheehan, MAI, SRA, CTA
President

Enclosures: RFP #15-017
Certificate of Employee Information Report
NJ Business Registration Certificate
NJ License - Appraiser
E&O Declaration Page

BASIS OF AWARD

(To be completed by County evaluation committee)
 (100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the
 County, based on price and other factors considered.

RFP-15-017 – Appraisal Services – Land Preservation – Molinari & Associates

EVALUATION FACTORS		SCORE
Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.		
A.	<p><u>Technical Proposal contains all required information</u> All required documentation submitted.</p> <p align="center"><u>5</u> points</p>	5
B.	<p><u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u> <u>25</u> points.</p> <p>The vendor/liaison is on the SADC/Green Acres List. Vendor has recent experience with staff.</p>	24
C.	<p><u>Relevance and Extent of Similar Engagements performed</u> <u>25</u> points.</p> <p>Vendor indicates preservation/engineering/special projects with County in the proposal.</p>	25
D.	<p><u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> <u>25</u> points.</p> <p>Plan meets requirements. Gloucester County office indicated. Some revisions have been required to recent projects.</p>	22
E.	<p><u>Reasonableness of Cost Proposal</u> <u>20</u> points.</p> <p>Lowest of respondents.</p>	20
TOTALS		96

BASIS OF AWARD

(To be completed by County evaluation committee)
 (100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the
 County, based on price and other factors considered.

RFP-15-017 Appraisal Services–Land Preservation– Curran Realty Services

EVALUATION FACTORS		SCORE
Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.		
A.	<p>Technical Proposal contains all required information All required documentation submitted.</p> <p align="center"><u>5</u> points</p>	5
B.	<p><u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u> <u>25</u> points.</p> <p>The vendor/liaison is on the SADC/Green Acres list. Vendor has recent experience with staff.</p>	24
C.	<p><u>Relevance and Extent of Similar Engagements performed</u> <u>25</u> points.</p> <p>Vendor indicates preservation/engineering/special projects with County in the proposal.</p>	25
D.	<p><u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> <u>25</u> points.</p> <p>Plan meets requirements. Trenton-based office indicated (Princeton). Vendor has recently refused some assignments due to other work commitments.</p>	18
E.	<p>Reasonableness of Cost Proposal <u>20</u> points.</p> <p>3rd lowest of respondents.</p>	19
TOTALS		91

BASIS OF AWARD

(To be completed by County evaluation committee)
 (100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the
 County, based on price and other factors considered.

RFP-15-017 – Appraisal Services – Land Preservation – Steven W. Bartelt

EVALUATION FACTORS		SCORE
Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.		
A.	<p>Technical Proposal contains all required information All required documentation submitted.</p> <p align="center"><u> 5 </u> points</p>	5
B.	<p><u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u></p> <p align="center"><u> 25 </u> points.</p> <p>The vendor/liaison in on the SADC/Green Acres list. Vendor has recent experience with staff.</p>	24
C.	<p><u>Relevance and Extent of Similar Engagements performed</u></p> <p align="center"><u> 25 </u> points.</p> <p>Vendor indicates preservation/engineering/special projects with County in the proposal.</p>	25
D.	<p><u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u></p> <p align="center"><u> 25 </u> points.</p> <p>Plan meets requirements. Gloucester County office indicated.</p>	24
E.	<p>Reasonableness of Cost Proposal</p> <p align="center"><u> 20 </u> points.</p> <p>5th lowest of respondents.</p>	18
TOTALS		96

BASIS OF AWARD

(To be completed by County evaluation committee)
 (100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the
 County, based on price and other factors considered.

RFP-15-017 – Appraisal Services – Land Preservation – Mark Hanson, MAI

EVALUATION FACTORS		SCORE
Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.		
A.	<p>Technical Proposal contains all required information All required documentation submitted.</p> <p align="center"><u>5</u> points</p>	5
B.	<p><u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u> <u>25</u> points.</p> <p>The vendor/liaison is on the SADC/Green Acres list. Vendor has recent experience with staff.</p>	24
C.	<p><u>Relevance and Extent of Similar Engagements performed</u> <u>25</u> points.</p> <p>Vendor indicates preservation or engineering or special projects with County in the proposal.</p>	24
D.	<p><u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> <u>25</u> points.</p> <p>Plan meets requirements. South Jersey office indicated.</p>	23
E.	<p>Reasonableness of Cost Proposal <u>20</u> points.</p> <p>Tied for 4th lowest of respondents.</p>	19
TOTALS		95

BASIS OF AWARD

(To be completed by County evaluation committee)

(100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.

RFP-15-017 – Appraisal Services – Land Preservation – R W Frankenfield

EVALUATION FACTORS		SCORE
Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.		
A.	Technical Proposal contains all required information All required documentation submitted. <u> 5 </u> points	5
B.	<u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u> <u> 25 </u> points. The vendor/liaison is on the SADC/Green Acres list. Vendor has recent experience with staff.	24
C.	<u>Relevance and Extent of Similar Engagements performed</u> <u> 25 </u> points. Vendor indicates preservation or engineering or special projects with County in the proposal.	24
D.	<u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> <u> 25 </u> points. Plan meets requirements. South Jersey office indicated.	23
E.	Reasonableness of Cost Proposal <u> 20 </u> points. Tied for 4th lowest of respondents.	19
TOTALS		95

BASIS OF AWARD

(To be completed by County evaluation committee)
 (100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the
 County, based on price and other factors considered.

RFP-15-017 –Appraisal Services–Land Preservation– T W Sheehan

EVALUATION FACTORS		SCORE
Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.		
A.	Technical Proposal contains all required information All required documentation submitted. <u> 5 </u> points	5
B.	<u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u> <u> 25 </u> points. The vendor/liaison in on the SADC/Green Acres list. Vendor has past experience with staff.	23
C.	<u>Relevance and Extent of Similar Engagements performed</u> <u> 25 </u> points. Vendor indicates preservation or engineering or special projects with County in the proposal.	24
D.	<u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> <u> 25 </u> points. Plan meets requirements. South Jersey office indicated.	23
E.	Reasonableness of Cost Proposal <u> 20 </u> points. 2nd lowest of respondents.	19
TOTALS		94

F-1

RESOLUTION AUTHORIZING AWARD OF CONTRACT WITH DOMINION VOTING SYSTEMS, INC. FOR THE PURCHASE OF IMAGECAST CAST CENTRAL DESKTOP SCANNER INCLUDING 12 MONTH HARDWARE WARRANTY, FROM JUNE 24, 2015 TO JUNE 23, 2016, FOR \$72,000.00

WHEREAS, the County has a need to purchase an ImageCast Cast Central Desktop Scanner including 12 month hardware warranty; and

WHEREAS, the Clerk of the County recommends that said equipment and services be provided by Dominion Voting Systems, Inc., of 221 Hopkins Avenue, Jamestown, New York 14701, for a total contract amount of \$72,000.00, from June 24, 2015 to June 23, 2016; and

WHEREAS, the Purchasing Agent of Gloucester County has certified the availability of funds in the amount of \$72,000.00, pursuant to C.A.F.# 15-04940, which amount shall be charged against budget line item T-03-08-501-120-20652; and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because the vendor has certified that it will not make a disqualifying contribution during the term of the contract; and

WHEREAS, the services to be performed as to this contract are relative to election expenses and therefore is an exception to the Local Public Contracts Law as described and provided by N.J.S.A. 40A:11-5(1).

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract between the County of Gloucester and Dominion Voting Systems, Inc. for the purchase of an ImageCast Cast Central Desktop Scanner including 12 month hardware warranty, for a total contract amount of \$72,000.00, from June 24, 2015 to June 23, 2016.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 24, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

A

**CONTRACT BETWEEN
DOMINION VOTING SYSTEMS, INC.
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 24th day of June, 2015, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **Dominion Voting Systems, Inc.** of 221 Hopkins Avenue, Jamestown, New York 14701, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to purchase an ImageCast Cast Central Desktop Scanner including 12 month hardware warranty; and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not made or will not make during the term of the contract a disqualifying contribution; and

WHEREAS, the services to be performed as to this contract are relative to election expenses and therefore is an exception to the Local Public Contracts Law as described and provided by N.J.S.A. 40A:11-5(1); and

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

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

TERMS OF AGREEMENT

1. **TERM.** This contract shall be effective for the period from June 24, 2015 to June 23, 2016.
2. **COMPENSATION.** Vendor shall be compensated in the total contract amount of \$72,000.00

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

Each invoice shall contain an itemized, detailed description of all 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 Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this contract.

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in Attachment A, which is incorporated in its entirety and made a part of this contract. Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this contract to comply with, all of the requirements of any specifications, which may have been issued by the County of Gloucester in connection with the work to be performed.

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

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

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

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

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

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

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

Vendor shall notify 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 Vendor or its agents.

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

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

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

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

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

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

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or

damages to which it may be entitled, either at law or in equity.

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

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

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

10. **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 will not 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.

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

If Vendor is a member of a profession that is subject to suit for professional malpractice,

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

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

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

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

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

16. **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.

17. **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.

18. **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.

19. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed

pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

20. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.
21. **CONFLICT OF INTEREST.** Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.
22. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
23. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
24. **CONTRACT PARTS.** Attached hereto and incorporated herein are various appendices, schedules and attachments (collectively, "the attachments") which provide details of the Vendor's obligations concerning reporting requirements, record keeping and the like. Also incorporated herein are any other specifications issued by the County in connection with this contract. If there is a conflict between any of the attachments and the specifications the specifications will control. If there is a conflict between any of the attachments or the specifications and the Contract, then this Contract will control.

THIS CONTRACT is dated this 24th day of June, 2015.

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

ATTEST:

COUNTY OF GLOUCESTER

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

DOMINION VOTING SYSTEMS, INC.

**BY:
TITLE:**

ATTACHMENT A

024/13



CUSTOMER QUOTE

Gloucester County, NJ

Date: March 13, 2015

DESCRIPTION	QTY	UNIT PRICE	EXTENSION
Mail in Ballot/Central Scanning Hardware & Software			
ImageCast® Cast Central (ICC) Desktop Scanners	1	\$60,000	\$60,000
<i>Each ICC Scanner includes:</i>			
- Canon Model DR-X100			
- Computer w/ 19" Monitor, Keyboard & Mouse for Canon Scanners			
- Limited RTR Election Management Software			
- Two 4G Flash Memory Cards & Two I-Buttons			
- 12 month Hardware Warranty			
- Equipment Installation & Acceptance Testing			
-Additional back up Canon Model G1130			
	1	\$ 8,000	\$ 8,000
Sub-Total:			\$72,000
Outright Purchase - Year 1 Total:			\$72,000
Annual Reoccurring Costs			
Begin Year 2 Software License Fee	1	\$4,000	\$4,000
<i>Optional Extended Warranty on DX10</i>			

***SHIPPING NOT INCLUDED IN COST. SHIPPING WILL BE INVOICED SEPARATELY

***Programming and Onsite Support will be invoiced separately

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

Certificate of Availability of Funds

TREASURER'S NO. 15 - 04940 DATE 6/9/15

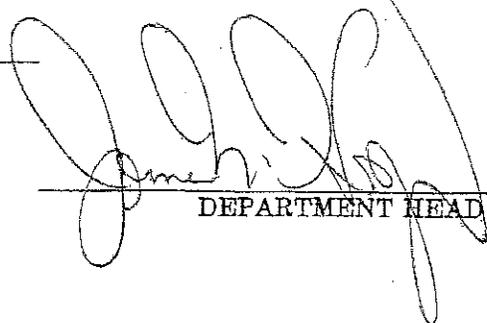
BUDGET NUMBER - CURRENT YR 2015 B _____ DEPARTMENT County Clerk

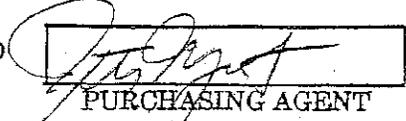
AMOUNT OF CERTIFICATION \$72,000 COUNTY COUNSEL Tom Campo

DESCRIPTION: Mail-in Ballot scanners - hardware and software

VENDOR: Dominion Voting

ADDRESS: 221 Hopkins Ave.
Jamertown, NY 14701


DEPARTMENT HEAD APPROVAL

APPROVED  PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 6-9-15

Freeholder Meeting
June 24, 2015

fz

RESOLUTION AUTHORIZING THE PURCHASE OF CONDUCTED ENERGY DEVICES THROUGH STATE CONTRACT #A81321 FROM TASER INTERNATIONAL FOR \$37,866.92

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

WHEREAS, the County of Gloucester has a need to purchase conducted energy devices for the County Prosecutor's Office; and

WHEREAS, it has been determined that the County of Gloucester can purchase the said conducted energy devices from Taser International of 17800 N. 85th Street, Scottsdale, AZ 85255-9603 for \$37,866.92, through State Contract #A81321; and

WHEREAS, the Purchasing Agent of Gloucester County has certified the availability of funds in the amount of \$37,866.92 pursuant to CAF#15-05290, which amount shall be charged against budget line item #T-03-08-530-275-20460 in the amount of \$28,106.26, and #T-03-08-530-275-20652 in the amount of \$9,760.66.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase conducted energy devices from Taser International, through State Contract #A81321 for \$37,866.92.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 24, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**



f-2

Prepared By Dylan Hrdlicka
 Company Name TASER International
 Company Address 17800 N. 85th Street
 Scottsdale, AZ 85255-9603
 US

Created Date 6/15/2015
 Fax 480-658-0716
 Expiration Date 6/30/2015
 Quote Number 00041643

Phone 480-905-2086
 E-mail dylan@taser.com

Customer Information

Account Name Gloucester County Prosecutor's Office - NJ
 Contact Name John Porter
 AX Account Number 440235

Email jporter@co.gloucester.nj.us
 Phone (856) 384-5500

Shipping and Billing Information

Bill To Name Gloucester County Prosecutor's Office - NJ
 Bill To PO Box 623
 Woodbury, NJ 08096
 US

Ship To Name Gloucester County Prosecutor's Office - NJ
 Ship To 70 Hunter Street
 Justice Complex, 3rd Floor
 Woodbury, NJ 08096
 US

Part Number	Product	Quantity	Sales Price	Total Price
✓ 22151	CARTRIDGE, PERFORMANCE, SMART, 25'	291.00	USD 31.12	USD 9,055.92
✓ 22003	HANDLE, YELLOW, CLASS III, X2	14.00	USD 1,011.95	USD 14,167.30
✓ 22501	HOLSTER, BLACKHAWK, RIGHT, X2, 44HT01BK-R-B	7.00	USD 64.72	USD 453.04
22013	KIT, DATAPORT DOWNLOAD, USB, X2/X26P	6.00	USD 0.00	USD 0.00
26762	KIT, USB DOWNLOAD, TASER CAM HD	14.00	USD 0.00	USD 0.00
✓ 26764	REPLACEMENT BATTERY, KIT, TASER CAM HD	2.00	USD 52.07	USD 104.14
✓ 26820	TASER CAM, AS, TCHD	14.00	USD 547.24	USD 7,661.36
✓ 26763	WARRANTY, 4 YEAR, TASER CAM HD	14.00	USD 149.95	USD 2,099.30
✓ 22014	WARRANTY, 4 YEAR, X2	14.00	USD 308.99	USD 4,325.86

Notes:

Pricing per NJ State Contract A81321

Subtotal USD 37,866.92
 Total Price USD 37,866.92
 Shipping and Handling USD 0.00
 Grand Total USD 37,866.92

00041643-2015-06-15

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 15-05290 DATE 6/19/15
BUDGET NUMBER T-03-08-530-275-20460- \$28,100.26
T-03-08-530-275-20652- \$ 9,760.66 } \$37,860.92

AMOUNT OF CERTIFICATION \$ 37,860.92

DEPARTMENT Prosecutor's

COUNTY COUNSEL Matt Lyons

DESCRIPTION OF PRODUCT OR SERVICE

Resolution authorizing the purchase of conducted
energy devices through Taser International, State
Contract A 81321 for a total amount of \$37,860.92
as per proposal dated 6/15/15

VENDOR NAME Taser International
ADDRESS 17800 N. 85th Street
CITY/STATE/ZIP Scottsdale, AZ 85255-9603

DEPARTMENT HEAD APPROVAL _____
PURCHASING AGENT [Signature] DATE 6-19-15
FREEHOLDER MEETING DATE June 24, 2015

WHITE: CLERK OF THE BOARD
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT
GOLD: COUNTY COUNSEL

6-1

**RESOLUTION AUTHORIZING A CONTRACT WITH ALL ABOUT CARE, LLC
FROM JANUARY 1, 2015 TO DECEMBER 31, 2015 IN AN AMOUNT NOT TO
EXCEED \$22,303.00**

WHEREAS, the County of Gloucester desires to contract for the provision of the New Jersey Department of Human Services, Division of Aging Services Peer Grouping, Homemaker Care Program to elderly clients residing in Gloucester County with dementia related illness, to be administered by the Gloucester County Division of Senior Services; and

WHEREAS, the County requested proposals, via RFP# 014-041, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process in accordance with N.J.S.A. 19:44A-20.4; and

WHEREAS, the evaluation, based on the established criteria, concluded that All About Care, LLC, 870 Mantoloking Road, Brick New Jersey 08723, made the most advantageous proposal; and

WHEREAS, the contract shall be for estimated units of service and in an amount not to exceed \$22,303.00. 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, this contract is effective for the period January 1, 2015 to December 31, 2015; and

WHEREAS, this contract is contingent upon receiving grant funding under the PEER Grouping Grant awarded by the New Jersey Department of Human Services. On May 26, 2015, the Department of Human Services granted approval of the County 2015 Governmental Peer Grouping Allocation and Spending Plan; and

WHEREAS, this contract may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contract is the provision of professional services for which bids could not be received.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director be and is hereby authorized to execute, and the Clerk of the Board be and is hereby authorized to attest to, the execution of a contract for professional services with All About Care LLC, for the provision of the Peer Grouping, Homemaker Care Program to elderly clients residing in Gloucester County with dementia related illness, to be administered by the Gloucester County Division of Senior Services, from January 1, 2015 to December 31, 2015, in an amount not to exceed \$22,303.00.

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 Wednesday, June 24, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER
ADMINISTRATOR/CLERK OF THE BOARD



6-1

State of New Jersey

DEPARTMENT OF HUMAN SERVICES

DIVISION OF AGING SERVICES

PO BOX 807

TRENTON, N.J. 08625-0807

www.nj.gov/humanservices

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

ELIZABETH CONNOLLY
Acting Commissioner

May 26, 2015

Mr. Dennis Dittmar
Senior Program Development Specialist/Planner
Gloucester County Division of Senior Services
15 Budd Boulevard
West Deptford, NJ 08096

Dear Mr. Dittmar:

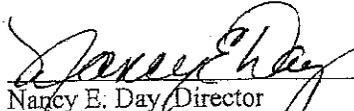
Thank you for submitting Gloucester County's 2014 Governmental Peer Grouping Expenditure Report and 2015 Allocation and Spending Plan. The Division of Aging Services staff has completed the fiscal and programmatic review of all information provided.

Approval is granted for the Gloucester County 2015 Governmental Peer Grouping Allocation and Spending plan. This determination is based on N.J.S.A. 30:4D-7.7t, Governmental PEER Grouping Statutes, mandating that sufficient funds are allocated for nursing home prevention services for elderly and disabled persons; and, your assurances that the 2015 contracted services will adhere to the Department of Human Services' guidelines and instructions. Furthermore, please take into consideration that all funded services need to be completed within the contract period, January 1, 2015 to December 31, 2015.

If you have any questions, please feel free to contact Stephanie Rietze in the office of AAA Administration at (609) 588-6530 or stephanie.rietze@dhs.state.nj.us for programmatic issues and/or Anthony Garofalo, Contract Administrator in the Office of Administrative and Fiscal Services – Grants Management at (609) 588-6529 or anthony.garofalo@dhs.state.nj.us for fiscal information.

Thank you for your cooperation in the Governmental Peer Grouping funds approval process.

Sincerely,



Nancy E. Day Director
Division of Aging Services

C: Tamarisk Jones, Acting Executive Director, Division of Senior Services



BOARD OF
CHOSEN FREEHOLDERS
COUNTY OF GLOUCESTER
STATE OF NEW JERSEY
FREEHOLDER DIRECTOR
Robert M. Damminger

To: The Board of Chosen Freeholders
From: Peter Mercanti, Purchasing Director
Date: January 8, 2015
CC: RFP Committee Members
Re: Request for Proposals, Competitive Contracting 14-040 for
Area Plan and RFP-14-041 for Peer Grouping



DEPARTMENT OF
PURCHASING

DIRECTOR
Peter M. Mercanti

PO Box 337
Woodbury, NJ 08096

Phone 856.853.3420
Fax 856.251.6777

purchasing@co.gloucester.nj.us

www.gloucestercountynj.gov

The potential contract for the above mentioned service for the Gloucester County Division of Senior Services was procured pursuant to N.J.S.A.40A:11-4.1(g) and N.J.A.C.5:34-4.1 et seq., *Competitive Contracting Request for Proposals*.

A county review committee was appointed, consisting of Robert McErlane, Assistant Purchasing Agent, Connie Fentress, Vice Chairperson, Division of Senior Services Advisory Council, Dennis Dittmar, Senior Program Analyst, Senior Services and Karen Christina, Fiscal Officer, Senior Services. All committee members have been and remain familiar with the need for these services, and all committee members determined, prior to the evaluation procedure, that none were in any conflict or potential conflict of interest as defined by N.J.S.A. 40A:9-22.1 et seq.

Please note that until this time, as dictated by law, the names of these committee members have not been publicly disclosed.

The specifications set forth various expectations of the County, and included, pursuant to N.J.A.C.5:34-4.2, evaluation criteria upon which the

Vendors knew they would be judged. These included Service, Coordination, Customer Satisfaction, Goals, Objectives and Methods, Facilities and Staff, Budget and Unit Cost.

On July 1, 2014 and July 2, 2014 the specifications were advertised in the newspaper and on August 7, 2014 the request for proposals were opened.

After the review committee members scored the vendors, as based upon the specifications. These scores were than tabulated into the chart referenced below, indicating the total points awarded.

The Committee recommends that the award of contract be awarded to the vendors for the services listed.

REQUEST FOR PROPOSALS (R.F.P.)	2015	Area Plan Contract	Requested	Anticipated	RFP
RFP Received and Evaluated		Service Programs	Funding	Award	Grade
Adult Day Care					
Evergreen Court			\$26,000.00	\$26,000.00	88
Personal Care & Housekeeping Services					
All About Care- Personal Care Services			\$47,500.00	\$47,500.00	89
All About Care-Housekeeping Services			\$9,500.00	\$9,500.00	92
Sonya Staffing -Certified Home Health Aide-Rejected-Incomplete			\$56,000.00	N/A	N/A
Senior Citizens United Community Services	(SCUCS)	Certified Home Health Aide	\$56,000.00	no award	68
Visiting Nurse & Hospice- Certified Home Health Aide			\$56,000.00	\$56,000.00	90
South Jersey Legal Services Inc.- Legal Services Program			\$9,500.00	\$9,500.00	93
Glassboro Senior Citizen's Center		Aid to Municipal Centers	\$14,400.00	\$14,500.00	91
Glassboro Housing Authority		Housekeeping for GHA Residents	\$52,194.00	\$52,194.00	87
Glouc. Co. Division of Education/Disability Serv.		B/V/I Counseling/Care Mgmt	\$36,600.00	\$36,600.00	87
Glouc County Division of Social Services - Adult Protective Services			\$132,245.00	\$129,775.00	88
Gloucester County		Dept. of Health- Senior Health Connection	\$17,160.00	\$17,160.00	86
Glouc. Co. Dept. of Health-		Tai-Chi/Walking Exercise Program	\$4,560.00	\$4,560.00	91
Glouc. County College		RSVP Friendly Visitor focusing on Reading Writing	\$2,500.00	\$2,500.00	87

Glouc. County College- RSVP Wellness Program						\$4,300.00	\$4,300.00	90
Glouc. County Division of Transportation Services-Escorted Transportation						\$25,642.00	\$25,642.00	93
Glouc. County Division of Transportation Services-Blind/Visually Impaired						\$11,500.00	\$11,500.00	92
Glouc. County Division of Transportation-Medical Transport						\$39,000.00	\$39,000.00	91
Peer Grouping								
All About Care LLC	Personal Home Care					\$40,000.00	\$32,000.00	92
Peer Grouping								
Evergreen Court	Adult Day Care					\$4,200.00		88

GA

**CONTRACT BETWEEN
ALL ABOUT CARE, LLC
AND
THE COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 1st day of January 2015, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **All About Care, LLC** of 870 Mantoloking Road, Brick, New Jersey 08723, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for PEER Grouping Home-Maker Services for the Gloucester County Department of Health, Senior & Disability Services; and

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

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

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for the period commencing January 1, 2015 and concluding December 31, 2015.
2. **COMPENSATION.** Contract shall be for estimated units of service for a minimum contract amount of zero and a maximum contract amount of \$22,303.00.

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

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

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the attached "Exhibit A – Description of Services" and in the specifications set forth in the Bid Specifications and/or in the Request for Proposals, if any, as the case may be, which are incorporated into and made a part of this Contract.

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

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

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

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

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

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

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

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

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

10. **INSURANCE.** 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 companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession 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.

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

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

13. **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.

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

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

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

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

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

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

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

21. **CONFIDENTIALITY.** 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.

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

23. **CONTRACT PARTS.** This contract consists of this contract document, and the attached "Exhibit A-Description of Services. Should there occur a conflict between this Contract and Exhibit A, this Contract shall control. Also incorporated herein are any Bid Specifications or Request for Proposals issued by the County in connection with this Contract. If there is a conflict between Exhibit A and the Bid Specifications or Request for Proposals, the Bid Specifications or Request for Proposals will control. If there is a conflict between Exhibit A or the Bid Specifications, or the Request for Proposals and the Contract, then this Contract will control.

THIS CONTRACT is made effective the 1st day of January, 2015.

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 Vendor's authorized representative has executed this Agreement on the date indicated herein.

ATTEST:

THE COUNTY OF GLOUCESTER

CHAD M. BRUNER
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER,
DIRECTOR

ATTEST:

ALL ABOUT CARE, LLC

DEBBIE WEBER, DIRECTOR

EXHIBIT A- DESCRIPTION OF SERVICES

SERVICE: All About Care LLC.
Peer Grouping -Homemaker Assistance

SERVICE DEFINITION: General support by supervised homemakers to maintain, strengthen, and safeguard the functioning of older individuals and families in their own homes during periods of illness or severe instability.

SERVICE UNIT: RATE: \$21.05 per hour*
*Total annual compensation not to exceed \$22,303.00

SERVICE COMPONENTS: Service activities should include:

1. Performance of daily personal care activities, such as feeding, bathing, grooming, personal hygiene, dressing, exercising, assisting with bed mobility and ambulation. Determining that services are needed due to the fact that there is no family member or other responsible informal caregiver available or capable of providing such services.
2. Performance of light household tasks related to health maintenance services, such as cleaning bathroom after assisting client with bath, cleaning kitchen after assisting client with meals, changing bed linen after assisting client with bath and/or bed mobility, laundering of towels, bed linen, etc. Performance of routine errands, such as grocery shopping or purchasing prescribed medications.
3. Prepare and serve meals including special diets.
4. Performance of light housekeeping tasks, such as sweeping, dusting, ironing, and mending of clothes, etc. Staff should be trained and sensitized to the situations and needs of the older population they will be serving, specifically the specialized needs of those individuals suffering with dementia-related illnesses.
5. Ongoing monitoring by staff to detect changes in client's condition, and provide referral, if necessary, to establish a linkage with the appropriate agency.
6. Maintaining records, preparing reports, and other administrative efforts necessary to provide Homemaker Assistance services.

NOTE: The level of skill in providing Homemaker Assistant is less complex from that provided in the Certified Home Health Aide services.

SERVICE STANDARDS: Homemaker Assistance services must meet or exceed the following standards:

1. Homemaker Assistance services funded by Peer grouping are available only to elderly clients suffering from Dementia-Related illnesses.
2. Priority for service should go to those individuals meeting the above conditions, who are otherwise eligible for a nursing facility if they do not receive such service. In particular, services should be given to clients referred by Peer Grouping program staff.
3. The agency must meet and comply with all required rules, regulations, and standards set by the cognizant accrediting agency.
4. All staff providing the service must be fully trained and professionally qualified. Staff should be trained and sensitized to the situations and needs of the older population they will be serving, specifically the specialized needs of individuals suffering with dementia-related illnesses. Orientation and training should cover the needs of older adults; the function and limitation of a Homemaker Assistant; communication and interpersonal skills; and emergency procedures.
5. The agency must maintain, follow, and continually update a training and supervision program to make sure staff is fully trained and familiar with agency procedures.
6. All requests for service must be processed within a reasonable time of receipt.
7. Care assessments must be started within three (3) working days after receipt of application.
8. A plan of care must be developed for each new participant within five (5) working days after enrollment.
9. All plans of care and other participant records must be kept in a secure location to protect confidentiality.
10. Caseloads must be continually reviewed to ensure priority participants are being served.
11. Participant needs must be reassessed every six (6) months or more frequently, with revisions made in the plan of care as necessary; any

observed changes must be immediately noted in the participant plan of care.

12. Participants should be provided with information on how other needed services (e.g. Medicare, Medicaid, SSI, transit, housing, prosthetic or rehabilitative devices, ect.) may be obtained, and must be provided assistance in gaining access to those services
13. Participants, family members, and/or caregivers must be informed of agency procedures for protecting confidentiality, for reviewing progress against the plan of care, and other matters germane to the participant's decision to accept services.
14. Participants, family members, and/or caregivers must be given the opportunity to learn how to perform the tasks performed by the Homemaker Assistant in order to give the participant and the informal support network a chance to function independent of agency service.
15. All participant records of care, service costs, sources of funds, and agency procedures must be reviewed regularly.
16. A mechanism should be in place to enable staff to work cooperatively with other involved agencies as to client status and problems.
17. Appropriate supervision should be available for workers to help resolve problems or conflicts which may result from their relationship with the client, and to provide additional technical assistance, as needed. The program must have a staff person designated to provide direction to the Homemaker Assistant and to be available to contact in emergencies or problem situations.
18. Staff should not solicit contributions of any kind, attempt the sale of any merchandise or service, or seek to encourage the acceptance of any particular belief or philosophy while making a home visit.

ATTACHMENT B

GLOUCESTER COUNTY DIVISION OF SENIOR SERVICES
REQUEST FOR PROPOSAL INFORMATION SHEET

NEW _____ RENEWAL x DATE August 7, 2014

NAME OF PROPOSED PROGRAM: PEER Grouping

TYPE OF SERVICE TO BE PROVIDED: Personal Care/Homemaking

PROGRAM WILL START: January 1, 2015 TERMINATE: December 31, 2015

AGENCY IS ___ NOT FOR PROFIT; x FOR PROFIT; ___ GOVERNMENT; ___ OTHER
EXPLAIN: _____

AMOUNT OF FUNDING REQUESTED: \$40,000 / Amended \$22,303

NAME AND ADDRESS OF AGENCY: All About Care, LLC
870 Mantoloking Rd Brick, NJ 08723

DIRECTOR OF AGENCY: Debbie Weber

PROGRAM DIRECTOR/COORDINATOR: Lori Feliciano

PHONE NUMBER: (732) 477-3005 FAX NUMBER: (732) 477-3006

E-MAIL: dweber@allaboutcarenj.com

For additional information, call: Dennis Dittmar, Program Development Specialist
(856) 686-8342.

Return completed RFP to: Gloucester County Purchasing Department
2 South Broad Street
Second Floor
Woodbury, NJ 08096

DEADLINE DATE: August 7, 2014, 2:00 p.m.

Please include all requested attachments with your proposal. If necessary, attach explanations for any changes or deletions.

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RESOLUTION AUTHORIZING A CONTRACT WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY FOR THE COUNTY TO ADMINISTER CERTAIN CARE MANAGEMENT AND SUPPORT SERVICES AT THE SHADY LANE NURSING HOME FROM JANUARY 1, 2015 TO DECEMBER 31, 2015 FOR \$66,257.00

WHEREAS, the Gloucester County Improvement Authority (hereinafter the "GCIA") is the owner of the Shady Lane Nursing Home and has obtained grant funds from the New Jersey Department of Human Services Division of Aging Services in connection with the PEER Grouping Program for the year 2015; and

WHEREAS, a statutory condition of the GCIA's funding is that it commit \$66,257.00 for the year 2015 to programs designed to care and support elderly residents of Gloucester County suffering from dementia related illnesses, and thereby help avoid placement in nursing home type facilities; and

WHEREAS, Pursuant to this contract the County, through its Department of Health & Human Services, Division of Senior Services, will, through PEER Grouping Contracts with subcontractors, provide in-home care management and support services such as homemaker assistance and adult day care to Gloucester County elderly suffering from dementia-related illnesses; and

WHEREAS, the GCIA desires to enter into a contract with the County pursuant to which the County will secure such services that satisfy the aforesaid statutory condition; and

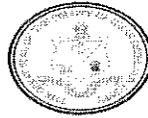
WHEREAS, for the provision of such services, the GCIA will pay to the County the sum of \$66,257.00 for the period January 1, 2015 through December 31, 2015; and

WHEREAS, On May 26, 2015, the Department of Human Services granted approval of the County 2015 allocation and spending plan.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Freeholder Director be and is hereby authorized to execute, and the Clerk of the Board be and is hereby authorized to attest to, a contract with the Gloucester County Improvement Authority, pursuant to which the Gloucester County Department of Health & Human Services will administer case management services and additional support services as described above from January 1, 2015 to December 31, 2015 in the amount of \$66,257.00.

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 Gloucester County Board of Chosen Freeholders held on Wednesday, June 24, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER
ADMINISTRATOR/CLERK OF THE BOARD



6-2

State of New Jersey

DEPARTMENT OF HUMAN SERVICES

DIVISION OF AGING SERVICES

PO BOX 807

TRENTON, N.J. 08625-0807

www.nj.gov/humanservices

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

ELIZABETH CONNOLLY
Acting Commissioner

May 26, 2015

Mr. Dennis Dittmar
Senior Program Development Specialist/Planner
Gloucester County Division of Senior Services
15 Budd Boulevard
West Deptford, NJ 08096

Dear Mr. Dittmar:

Thank you for submitting Gloucester County's 2014 Governmental Peer Grouping Expenditure Report and 2015 Allocation and Spending Plan. The Division of Aging Services staff has completed the fiscal and programmatic review of all information provided.

Approval is granted for the Gloucester County 2015 Governmental Peer Grouping Allocation and Spending plan. This determination is based on N.J.S.A. 30:4D-7.7t, Governmental PEER Grouping Statutes, mandating that sufficient funds are allocated for nursing home prevention services for elderly and disabled persons; and, your assurances that the 2015 contracted services will adhere to the Department of Human Services' guidelines and instructions. Furthermore, please take into consideration that all funded services need to be completed within the contract period, January 1, 2015 to December 31, 2015.

If you have any questions, please feel free to contact Stephanie Rietze in the office of AAA Administration at (609) 588-6530 or stephanie.rietze@dhs.state.nj.us for programmatic issues and/or Anthony Garofalo, Contract Administrator in the Office of Administrative and Fiscal Services – Grants Management at (609) 588-6529 or anthony.garofalo@dhs.state.nj.us for fiscal information.

Thank you for your cooperation in the Governmental Peer Grouping funds approval process.

Sincerely,

Nancy E. Day Director
Division of Aging Services

C: Tamarisk Jones, Acting Executive Director, Division of Senior Services

PEER GROUPING 2014 EXPENDITURE REPORT - January 2014-December 2014

Total Amount of all PEER Grouping Funds Allocated to Gloucester County for Reporting Year 2014 = \$803,794.00 Minimum 10% of this figure = \$80,379.00

Service Description (See standard definitions-taxonomy)	New, Expanded or Revised Service	Provider Agency		Nursing Home Prevention		Number Unduplicated Individuals Served		Units of Service		Cost Per Unit	PEER Grouping Funds Allocation		% of Total County PEER Funds Spent on Home and Community Based Services	
		Provider Agency, Address & ZipCode	Contact Person Telephone & Email	Yes	No	Established as Priority by County	Elderly= Persons age 60+	Other Population Group-Specify	Standard Unit (i.e., meals, hours, etc.)		Number of Units Purchased for Elderly	Number of Units Purchased for Other Population Group-Specify		Budgeted Allocation (includes Amount drawn from PEER funds-ONLY)
Case/Care Management	Renewed	GC Senior Services 115 Budd Blvd. West Deptford N.J. 08096	Barbara Valdez 856-686-8338 bvaldez@co.gloUCESTER.nj.us	X			30	none	5-6-15 each 1/2 hour contact	434	none	\$44,209.00	55%	\$44,209.00
Adult Day Ser. Medical	Renewed	Evergreen Court 551 N. Evergreen Ave. Woodbury N.J. 08096	Nadine Stella 856-845-1976 evergreencourt@ezizato.net	X			5	none	each hour 5 hour-day	279 hours 56 days	none	\$4,200.00	5%	\$4,200.00
PersonalCare/Homemaker	Renewed	All About Care 870 Mantoloking Road Brick, N.J. 08723	Debbie Weber 477-3005 dweber@vertzon.net	X			22	none	each hour	1519	none	\$31,970.00	40%	\$31,970.00

2014 Reporting Year Totals

Total amount of Peer Grouping Funds expended for Nursing Home Prevention Programs for Eligible Population \$80,379.00

Total % Peer Grouping Funds expended on Nursing Home Prevention Programs for Eligible Population 100%

Does the county manage PEER Grouping funds on an accrual basis? No Yes Balance: \$0 as of 12/31/14

Prepared By: Dennis J. Dittmar 1/6/2015 5:14 PM

Print Name: Senior Program Development Specialist/Planner Date: 1-6-2015

Signature: [Signature] Title: Executive Director, Area Agency on Aging

Telephone: 856-686-8342 Fax: 856-686-8346 Email: ddittmar@co.gloUCESTER.nj.us

County Approval:

The County Governing Body hereby approves submission of these 2014 Expenditures

Robert M. Dammingier

Printed Name: County Governing Body, Freeholder Director Date: [Signature]

PEER GROUPING 2015 SERVICE ALLOCATION & SPENDING PLAN January 2015 - December 2015

Total Amount of all PEER Grouping Funds Allocated to Gloucester County for Reporting Year 2015 = \$667,566.00 Minimum 10% of this figure = \$66,757.00

Service Description (See standard definitions-taxonomy)	New, Expanded or Renewed Service	Provider Agency			Nursing Home Prevention			Units of Service			PEER Grouping Funds Allocation	
		Provider Agency, Address & Zip Code	Contact Person Telephone & Email	Established as Priority by County	# Elderly = persons age 60+	Other Population Group- Specify	Standard Unit (ex: meal, hours, etc.)	Number of Projected Units to be Purchased for Elderly	Number of Projected Units to be Purchased for Other Population Group- Specify	Cost Per Unit (Estimate)	Budgeted Allocation (Includes ONLY amount drawn from PEER funds- ONLY)	% of Total County PEER Funds Allocated
Case/Care Management	Renewed	Gloucester County Senior Services 115 Budd Blvd, West Deptford, N.J. 08096	Barbara Valdez 856-8338 bvaldez@co.gloucester.nj.us	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	30	none	392 DSD 5-5-15 each 1/2 hour contact	none	DSD 5-5-15 \$101.42	\$39,754.00	60%	
Adult Day Services Medical	Renewed	Evergreen Court 551 North Evergreen Ave. Woodbury, N.J. 08096	Nadine Sibila 856-845-1976 evergreencourt@netzero.net	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	5	none	279 hours 56 days	none	\$15.04 per hour	\$4,200.00	6%	
Personal Care/Homemaker	Renewed	All About Care 870 Mantoloking Road Brick, N.J. 08723	Debbie Weber 732-477-3005 dweber@verizon.net	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	15	none	1060 each hour	none	\$21.05 per hour	\$22,303.00	34%	
2015 Planning Year Totals												

Total amount of Peer Grouping Funds expended for Nursing Home Prevention Programs for Eligible Population \$66,257
Total % Peer Grouping Funds expended on Nursing Home Prevention Programs for Eligible Population 100%

Prepared By:
Dennis J. Diltmar

Print Name

Senior Program Development Specialist/Planner
856-686-8342

Telephone

diltmar@co.gloucester.nj.us

Email

1/6/2015

Date: 1/6/2015

Dennis J. Diltmar
Signature

Fax

856-686-8346

Area Agency on Aging Review:

Executive Director, Area Agency on Aging, participated in development of 2015 Spending and Allocation Plan reviewed and commented on these Expenditures

Dennis J. Diltmar
Signature: 1/7/15

Date

Executive Director, Area Agency on Aging

County Approval:

The County Governing Body hereby approves submission of this 2015 Spending and Allocation Plan

Robert M. Dorniniger

Print Name/ County Governing Body, Freeholder Director

Robert M. Dorniniger
Signature: 1/8/15

Date

County Governing Body, Freeholder Director Signatiff

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AGREEMENT

THIS AGREEMENT entered into this 1st day of January, 2015, by and between the **County of Gloucester**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and the **Gloucester County Improvement Authority**, hereinafter referred to as the "**Improvement Authority**"; and

WHEREAS, the Improvement Authority has a statutory obligation to provide Care Management services along with the additional support services of Homemaker Assistance, Adult Day Care and Respite Care to elderly clients suffering from Dementia-related illnesses to ensure placement in an institutional setting is avoided; and

WHEREAS, the Improvement Authority desires to enter into an agreement with the County pursuant to which the County will administer the provision of such services; and

WHEREAS, consistent with the statutory obligation, the GCIA has committed the sum of \$66,257.00 to said services, which amount shall be the amount of this Agreement;

NOW THEREFORE, the parties for good and valuable mutual consideration hereby agree to the following terms and conditions:

1. **TERM OF CONTRACT:** This AGREEMENT shall be for a fixed term of one (1) year beginning January 1, 2015 and shall terminate on December 31, 2015.
2. **FUNDS:** The Improvement Authority agrees to provide funds in the amount of \$66,257.00 to the County for its use as hereinafter described.
3. **PAYMENT OF SERVICES:** The County shall be paid a total contract amount of \$66,257.00. Payment will be released pursuant to receipt of monthly cash activity reports for payments of allowable costs incurred in the performance of this AGREEMENT. The County will also submit a monthly report on actual services provided, as well as a final report.

4. **SERVICE DESCRIPTION AND UNITS OF SERVICE:** The Improvement Authority restricts the use of these allocated funds to the County to be used as follows:
- a. To provide Care Management services and coordinate Homemaker Assistance, Adult Day Care and Respite services to the Elderly and/or Disabled population in Gloucester County, who are eligible by virtue of their dementia-related illness.
 - b. To determine the eligibility of each applicant and work in coordination with the service provider(s) to develop a multi-service approach to meeting the special needs of clientele.
 - c. To provide information and referrals to other relevant programs.
 - d. To provide follow-up services to ensure clients are receiving quality care.
 - e. To maintain accurate records of hours of service rendered so that they will not exceed the approved amount, and issue reimbursements or payments to providers for services rendered.
 - f. To follow the 2015 Service Allocation and Spending Plan funded through Peer Grouping Systems Revenues. (Attachment B).
5. **COUNTY OBLIGATIONS:** In consideration of funds allocated, the County agrees to use the funds in accordance with restrictions contained in paragraph (4) of this AGREEMENT. The County shall make available to the Improvement Authority all reports to grantors, state, or federal agencies covering levels of service and program expenditures under service contracts for which these funds serve as matching funds. The County shall not release confidential material or information concerning persons served by the County without written "Release of Information" by said person.
6. **IMPROVEMENT AUTHORITY OBLIGATIONS:**
- a. The Improvement Authority shall provide funds in the amount(s) and as scheduled in paragraph (3) of the AGREEMENT. The Improvement Authority understands that failure to meet the payment schedule in paragraph (3) may result in the County being unable to provide and claim sufficient reimbursement to fund the County program.
 - b. The Improvement Authority will provide quality assurance/contract monitoring and review to ensure that contractual obligations are fulfilled and to assist the County in achieving effective end results.

7. **INSURANCE COVERAGE:** The County represents that it has in force sufficient general liability and other insurances to provide defense and indemnification against claims which may arise out of the administration of services under this AGREEMENT. An original Certificate of Insurance issued by the County's Insurance Carriers will be provided to the Improvement Authority upon request.
8. **AFFIRMATIVE ACTION:** The County agrees to comply with the mandatory Affirmative Action Law as pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27). (Attachment A).
9. **ACCESSIBILITY:** The County agrees to make their services available to the handicapped.
10. **TERMINATION OF CONTRACT FOR CAUSE:** If, through any cause, the County is in default of the AGREEMENT or has failed to fulfill in a timely and proper manner their obligation under this Agreement, or if the County shall violate any of the covenants, agreements or stipulations of this Agreement, the Improvement Authority shall thereupon have the right to terminate this Agreement by giving written notice to the County of such terminations specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the County under this Agreement shall, at the option of the Improvement Authority, become its property and the County shall be entitled to receive just and equitable compensation for satisfactory work completed on such documents. Notwithstanding the above, the County shall not be relieved of liability to the Improvement Authority for damages sustained by the Improvement Authority virtue of any breach of contract by the County, and the Improvement Authority may withhold any payments to the County for the purpose of set-offs until such time as the exact amount of damages due to the Improvement Authority for the County is determined.
11. **NOTICE OF DEFAULT:** In the event that the Improvement Authority claims that the County is in default of the AGREEMENT or has failed to fulfill in a timely and proper manner its obligations under this AGREEMENT, then the Improvement Authority agrees that it will not exercise any right or remedy for default unless it shall have first given written notice thereof to the County, and the County shall have failed, within fifteen (15) days thereafter, to actively and diligently, in good faith, proceed with the contract and the correction of the default.
12. **COMPLIANCE WITH LOCAL LAWS:** The County shall comply with all applicable laws, ordinances and codes of the Federal, State, and Local Governments and shall commit no trespass on any public or private property in performing any of the services embraced by this contract.

13. **RELEASE:** It is agreed and understood that acceptance and final payment to the County shall be considered a release in full of all claims against the Improvement Authority for the services delivered.
14. **EQUAL OPPORTUNITY EMPLOYMENT:** During the performance of this AGREEMENT, the County agrees as follows:
 - a. The County or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, marital status, sex, or handicap. The County will take affirmative action to ensure that such applicants are recruited and employed. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The County agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this non-discrimination clause.
 - b. The County or subcontractor, where applicable, will in all solicitations or advertisements for employees place by or on behalf of the County, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, or handicap.
15. **AUDIT:** The Improvement Authority agrees to cooperate in any audit of the source of the funds, which may be conducted by or on behalf of the State or Federal Government.
16. **REVERSION OF ASSETS:** Upon the expiration of this AGREEMENT, the County shall transfer to the Improvement Authority any funds on hand at the time of expiration.
17. **NOTICES:** Notices pursuant to this AGREEMENT shall be given in writing by ordinary mail to the parties at the following addresses:
 - a. If to the Improvement Authority, c/o
Charles Fentress, Chairman
Gloucester County Improvement Authority
109 Budd Blvd.
Woodbury, NJ 08096
 - b. If to the COUNTY, c/o
Anna Docimo, Executive Director
Gloucester County Division of Senior Services
115 Budd Blvd.
West Deptford, NJ 08096

c. Or to such other address as the parties may hereafter designate by notice given in accordance with the terms and conditions of this Section.

18. **ENTIRE AGREEMENT:** This document attached hereto and made a part hereof contains all the terms and conditions agreed upon by the Gloucester County and the Improvement Authority.

19. **BINDING AGREEMENT:** This AGREEMENT supersedes all prior agreements between any other parties and shall be binding upon the parties hereto.

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 Vendor's authorized representative has executed this Agreement on the date indicated herein.

GLOUCESTER COUNTY

**GLOUCESTER COUNTY
IMPROVEMENT AUTHORITY**

**ROBERT M. DAMMINGER,
DIRECTOR**

**CHARLES FENTRESS,
CHAIRMAN**

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

ATTACHMENT A

**P.L. 1975, C. 127 (N.J.A.C. 17:27)
MANDATORY AFFRIMATIVE ACTION LANGUAGE**

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment marital status, sex or handicap. The contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, handicap, affectional or sexual orientation. Such actions 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; selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract for understanding, a notice, to be provided by the County contracting officer advising the labor union or workers representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with binding determination of the applicable county employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

ATTACHMENT A CONTINUED

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, handicap, affectional or sexual orientation, and that it will discontinue the use of any recruitment County which engages in direct or indirect discriminatory practices.

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 decision of the State of New Jersey and as established by applicable Federal Law and applicable Federal Court decisions.

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, sex, handicap, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal Law and applicable Federal Court decisions.

The contractor and its subcontractor shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

6-3

RESOLUTION AUTHORIZING AN APPLICATION FOR THE ANNUALLY AWARDED RIGHT TO KNOW GRANT THROUGH THE NEW JERSEY DEPARTMENT OF HEALTH FOR \$10,798.00 FROM JULY 1, 2015 TO JUNE 30, 2016

WHEREAS, the New Jersey Department of Health (“NJDOH”) has made grant funds available to New Jersey counties to develop and implement a County Right to Know Program pursuant to the Worker and Community Right to Know Act, N.J.S.A. 34:5A-1 et seq.; and

WHEREAS, the purpose of the grant is to help fund the mandated duties for performance of the Act, which establishes a program for the disclosure of information about hazardous substances in the workplace and community; and

WHEREAS, funds for this Grant are awarded yearly and Gloucester County has received a portion of it since 1984; and

WHEREAS, funds for the Program are available for the period July 1, 2015 through June 30, 2016, and the County has requested the full amount of \$10,798.00 under the eligibility standards for the project; and

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

WHEREAS, the County’s Department of Health & Human Services has reviewed and said agency has approved said application, and the Board of Chosen Freeholders understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the NJDOH for the administration of the grant Project.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director be and is hereby authorized to execute, and the Clerk of the Board be and is hereby authorized to attest to, all documents necessary to apply to the New Jersey Department of Health for a Right to Know Grant in the amount of \$10,798.00 from July 1, 2015 to June 30, 2016; and

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

BE IT FURTHER RESOLVED that the Gloucester County Department of Health & Human Services shall be responsible for grant implementation.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, June 24, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/ CLERK OF THE BOARD**

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GRANT REQUEST FORM

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

DATE: 06/09/15

1. TYPE OF GRANT

 NEW GRANT
 X RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER 328

2. GRANT TITLE: County Right to Know Program

3. GRANT TERM: FROM: 7/01/15 TO: 06/30/16

4. COUNTY DEPARTMENT: HEALTH ,SENIOR & DISABILITY SERVICE

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

6. NAME OF FUNDING AGENCY: NJ Dept of Health (NJ DOH)

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): To provide a data base to advise workers and community of hazardous materials used in the workplace and monitors collection and awareness of this data.

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

NAME	AMOUNT	NAME	AMOUNT
<u> </u> Jeff McKenna <u> </u>	<u> </u> 10,798.00 <u> </u>		

9. TOTAL SALARY CHARGED TO GRANT: \$ 10,798.00

10. INDIRECT COST (IC) RATE: 0.00 %

11. IC CHARGED TO GRANT \$ 0.00

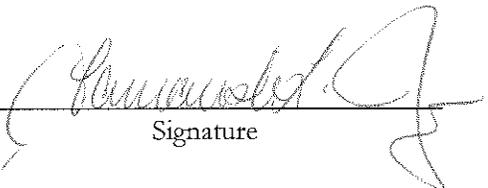
12. FRINGE BENEFIT RATE CHARGED TO GRANT: N/A %

13. DATE APPLICATION DUE TO GRANTOR N/A

14. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	_____10,798.00_____	
CASH MATCH		_____ (Attach Documentation)
IN-KIND MATCH	_____	_____
TOTAL PROGRAM BUDGET: \$__10,798.00_____		

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

16. HAS THE DESCRIPTION BEEN E-MAILED TO THE COUNTY TREASURY OFFICE, WHO WILL FORWARD IT TO THE CLERK OF THE BOARD. Yes
 __X_____ No _____

DEPARTMENT HEAD: 
 Signature

DATE: 6/9/2015

.....
 Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: _____

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

DEPARTMENT OF TREASURY, BUDGET DIVISION:

1. _____
Signature
2. _____
Signature

Revised: 9/22/03
 101 Salaries 10,798.00

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: 06/09/15

1. GRANT TITLE: COUNTY RIGHT TO KNOW PROGRAM

2. DEPARTMENT: Health , Senior & Disability Services

3. GRANT ID NUMBER: STATE: EPID15RTK06L

FEDERAL: _____

4. FUNDING AGENCY CONTACT PERSON: Eva McGovern

5. FUNDING AGENCY PHONE NUMBER: 609/984-2202

6. GRANT AMOUNT: \$10,798.00

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

B. IN-KIND MATCH: _____

C. MODIFICATION AMOUNT: _____

D. NEW TOTAL: \$10,798

8. CONTRACT PERIOD: FROM: 07/01/15 TO: 06/30/16

9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE: _____

REIMBURSEMENT: MONTHLY: _____

QUARTERLY: X

END OF CONTRACT: _____

OTHER (EXPLAIN) _____

10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES ___ NO 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 X NO _____
EXPLAIN: _____

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: Provides a data base to advise workers and community of hazardous materials used in the workplace and monitors collection and awareness of this data

14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL? YES _____ NO X

DEPARTMENT HEAD: [Signature]
Signature
DATE: 6/9/2015

.....
Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: _____

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. _____
Signature
2. _____
Signature

Revised: 9/22/03

Budget 101 Salaries and Wages	\$ 10,798.00
TOTAL	10,798.00



Gloucester County

EPID16RTK10L

APPLICATION SUMMARY

Name of Grantee: Gloucester County

Organization Address

Gloucester County

2 South Broad Street

Woodbury, NJ 08096-4604

Phone: (856) 853-3390

Email Address:

Federal Tax Identification Number: 216000660

Vendor Number: 216000660-99

Vendor Unit: GLOUCESTER CO TREASURER

Vendor Unit Address:

PO BOX 337

WOODBURY, NJ 08096

Is political subdivision covered by NJ Civil Service Merit System? Yes No

If grant is awarded, will funds be used to replace other funds which would be available in absence of award? Yes No

Name of DOH Program Manager Regarding Application: Eva McGovern

Type of Request

- New
- Renewal of LOA#: EPID15RTK06L
- Amendment to LOA#:

Budget Period (Month/Day/Year) - This is the period of time for which a grant to be funded. From: 7/1/2015 Through: 6/30/2016

Check here if the budget period is open-ended

You must agree to the terms and conditions outlined by the New Jersey Department of Health.

6/9/2015



Gloucester County

EPID16RTK10L

APPLICATION SUMMARY

A copy of the Terms and Conditions, Cost Controlling Initiatives, and Pilot Program for Enhancement of Employee Whistleblower Protection can be found by clicking here:

Terms and Conditions

Cost Controlling Initiatives - Revised September 25, 2013

Pilot Program for Enhancement of Employee Whistleblower Protection

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

Name
Tamarisk Jones

Title
Director of Health, Senior and Disability Services

6/9/2015



COST OR PRICING PROPOSAL

For all cost categories including direct labor, consultant services, and other costs, the related cost and justification forms must be completed and submitted, if applicable.

Cost Category	Funds Requested from State	Funds from Other Sources	Total Funds Needed
Direct Labor Cost	\$10,798.00	\$0	\$10,798.00
Salaries/Wages	\$10,798.00	\$0	\$10,798.00
Fringe Benefits		\$0	\$0
Consultant Services Costs	\$0	\$0	\$0
Other Cost Categories	\$0	\$0	\$0
Materials and Supplies			
Travel, Conferences, and Intrastate			
Other Direct Costs	\$0	\$0	\$0
Total Direct Cost	\$10,798.00	\$0	\$10,798.00
Indirect Cost Percentage (See Note Below)			
Indirect Cost			\$0
Participant/Program Income			\$0
Net Total Cost	\$10,798.00	\$0	\$10,798.00

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RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES AND ITS DIVISIONS FOR ADMINISTRATION OF NEW JERSEY'S MEDICAID PROGRAM

WHEREAS, within the New Jersey Department of Human Services (DHS), the Division of Medical Assistance and Health Services (DMAHS) is the agency responsible for administering New Jersey's medical assistance programs, and the Division of Aging Services (DoaS) is the administering agency responsible for planning and coordination of programs and services for older persons in New Jersey; and

WHEREAS, in accordance with federal law, DoaS has designated the County Department of Health & Human Services, Division of Senior Services as the Area Agency on Aging in Gloucester County, with the authority and responsibility to plan, develop and administer a comprehensive and coordinated system of supports and services for older persons and persons with disabilities within the County; and

WHEREAS, as part of the administration of New Jersey's Medicaid program, DHS requires a Memorandum of Understanding (MOU) between the aforesaid State agencies and the County and the Director of the Division of Senior Services in order to memorialize the parties' respective responsibilities in regard to Medicaid claiming under State and federal law.

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, the Clerk of the Board is hereby authorized to attest to, and the Director of the Division of Senior Services is authorized to execute, A Memorandum of Understanding with the New Jersey Department of Human Services, its Division of Medical Assistance and Health Services, and its Division of Aging Services, memorializing the parties' responsibilities in regard to Medicaid claiming under state and federal law.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 24, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER
ADMINISTRATOR/CLERK OF THE BOARD



6-4

State of New Jersey
DEPARTMENT OF HUMAN SERVICES
DIVISION OF AGING SERVICES

PO BOX 807
TRENTON, N.J. 08625-0807

CHRIS CHRISTIE
GOVERNOR

www.nj.gov/humanservices

ELIZABETH CONNOLLY
ACTING COMMISSIONER

KIM GUADAGNO
Lt. Governor

LOWELL ARYE
DEPUTY COMMISSIONER

DATE: June 1, 2015

NUMBER: 2015-6; I-6

TYPE: Policy Memorandum

SUPERSEDES: None

SUBJECT: MEMORANDUM OF UNDERSTANDING
NJ DEPT. OF HUMAN SERVICES AND
COUNTY AREA AGENCIES ON AGING
RE: ADMINISTRATION OF NJ'S MEDICAID PROGRAM

DISTRIBUTION CODE: I

EFFECTIVE DATE: Immediately

APPLICABILITY: Executive Directors, Area Agencies on Aging
Office of Community Choice Options

BACKGROUND: The Division of Medical Assistance and Health Services (DMAHS) and the Division of Aging Services (DoAS) have been working in partnership to streamline consumer access to Long Term Services and Supports (LTSS) through a "No Wrong Door" approach. DMAHS is the single State agency responsible for administering NJ's medical assistance programs in accordance with 42 U.S.C. § 1396a(a)(5); N.J.S.A. 30:4D-5; and N.J.S.A. 30:4J-10. The Department is the single State Unit on Aging under the Older Americans Act of 1965, as amended, 42 U.S.C. § 3001 et seq. DoAS is the administering agency responsible for the comprehensive planning and coordination of programs and services for older persons in New Jersey and, in accordance with 42 U.S.C. § 3025, DoAS has designated the County Office on Aging in each county as an Area Agency on Aging. Together, the State agencies have agreed upon a process to share confidential client information between the entry points within county government.

POLICY: Attached please find the signed Memorandum of Understanding (MOU) between the New Jersey Department of Human Services and County Area Agency on Aging regarding the administration of New Jersey's Medicaid program. This MOU memorializes the parties' responsibilities in regard to Medicaid claiming under State and federal law. Each county's Freeholder representative shall sign and return to DoAS no later than **June 30, 2015**.

Each county shall submit to DoAS, a completed template outlining a process for operationalizing its individual responsibilities for Medicaid claiming no later than **September 1, 2015**.

Included with the MOU is the DoAS release of information form to be used in securing the consumer's permission for DoAS to use his/her information to access LTSS services.

Questions regarding the MOU may be directed to Diane Giordano at 609-584-5293.



Nancy E. Day, Director
Division of Aging Services

NED:ljz
Attachment

FOR DHS-DoAS PURPOSES ONLY

New Jersey Department of Human Services
Division of Aging Services

Authorization for Release of Information

Name: _____ Date of Birth: _____
Please print: (first name) (last name)

I hereby authorize the Department of Human Services, Division of Aging Services, and its employees and authorized agents, to obtain my social, medical and financial information, as necessary for the purpose of assessing my eligibility for and/or providing me with any of the benefits, services and supports available through the Department of Human Services. **This authorization, however, shall not permit the release of information, if any, by any County Welfare Agency.**

I also authorize the Division of Aging Services to release, use and disclose the following information: the information contained in my application, or received by the Division as part of my application, for benefits, services and/or supports and my contact information (such as address and telephone number), or the contact information of my personal representative, if any. I understand that such information may include my complete application, financial information, my health information and my social security number.

I authorize the Division to release and disclose my information to the following persons and/or entities: the offices and units within the Division and the other divisions within the Department of Human Services, their employees and authorized agents.

I authorize the release, use and disclosure of my information for the following purposes: referral to other Department benefits, services and/or supports for which I may be eligible; assessment or determination of eligibility for any of the Division's benefits, services and/or supports; and provision of any of the Division's benefits, services and/or supports to me.

I understand that any information used or disclosed under this authorization may be subject to re-disclosure and may no longer be protected by applicable State and federal laws.

I understand that the Division shall maintain the confidentiality of information as required under all applicable State and federal laws.

I understand that this authorization becomes effective as of the date on which it is signed or, if it is undated, the date on which the Division receives this authorization, and that this authorization shall remain in effect until I am no longer receiving any benefits, services or supports from the Division, at which time this authorization shall expire.

I understand that I have the right to revoke this authorization at any time by writing to the Division of Aging Services, PO Box 807, Trenton, New Jersey 08625-0807. The notice must include my name, social security number, date of birth, current address and the date. I understand that a revocation will not apply to any action already taken based upon this authorization. I also understand that revocation may cause a delay in determining my eligibility because I, or a personal representative acting on my behalf, will need to contact the appropriate office to apply for benefits, services and/or supports.

I understand that my enrollment or eligibility for benefits, services and/or supports is not conditioned upon my authorization of this release.

Signature of Consumer/Representative

Date

As a Representative, my authority to act on behalf of the Consumer is:

Witness

Date

NOTE: Consumer shall receive a copy of this form after it is signed by all parties.

MEMORANDUM OF UNDERSTANDING

BETWEEN

**NEW JERSEY DEPARTMENT OF HUMAN SERVICES
AND**

COUNTY AREA AGENCY ON AGING

Regarding

THE ADMINISTRATION OF NEW JERSEY'S MEDICAID PROGRAM

WHEREAS, the Division of Medical Assistance and Health Services ("DMAHS") and the Division of Aging Services ("DoAS") within the Department of Human Services ("DHS"), and County Area Agency on Aging ("AAA") mutually desire to enter into an agreement for the purposes set forth below; and

WHEREAS, the DMAHS is the single State agency responsible for administering New Jersey's medical assistance programs in accordance with 42 U.S.C. § 1396a(a)(5); N.J.S.A. 30:4D-5; and N.J.S.A. 30:4J-10; and

WHEREAS, the Medicaid application process for the aged and persons with disabilities who are in need of benefits based on a nursing home level of care is comprised of two components, namely clinical eligibility and financial eligibility; and

WHEREAS, the County Welfare Agency ("CWA") in each county assists DMAHS in its responsibility to administer Medicaid and is responsible for performing certain functions, including Medicaid financial eligibility determinations, in accordance the Medicaid State Plan and rules and regulations promulgated under federal or State law; and

WHEREAS, DHS has assumed responsibility as the single State Unit on Aging under the Older Americans Act of 1965, as amended, 42 U.S.C. § 3001 et seq., and DoAS is the administering agency responsible for the comprehensive planning and coordination of programs and services for older persons in New Jersey; and

WHEREAS, in accordance with 42 U.S.C. § 3025, DoAS has designated the County Office on Aging in each county as an Area Agency on Aging; and

WHEREAS, pursuant to N.J.S.A. 40:23-6.40, the AAA has the authority and responsibility to plan, develop and administer a comprehensive and coordinated system

of supports and services for older persons and persons with disabilities within the county; and

WHEREAS, the AAA, as part of the State's No Wrong Door/Single Entry Point system, helps to empower the target populations to make informed choices and to streamline access to long-term services and supports (LTSS) by building an information service delivery system; and

WHEREAS, the parties recognize that they serve some of the same target populations; and

WHEREAS, this MOU memorializes the parties' responsibilities in regard to Medicaid claiming under State and federal law;

NOW, THEREFORE, the parties hereto agree as follows:

I. PURPOSE:

- A. The purpose of this MOU is to memorialize the parties responsibilities related to Medicaid reimbursement to the AAA for the Medicaid-related activities set forth in Section I.C. below.
- B. This MOU is intended to satisfy the federal and State requirements regarding:
 1. The ability to secure Medicaid Federal Financial Participation (FFP) for those administrative costs incurred by the AAA that are necessary for the proper and efficient administration of the Medicaid State Plan (Social Security Act section 1903(a)(7); see 42 U.S.C. § 1396b ;
 2. The roles of DMAHS, DoAS and the AAA in conducting and coordinating administrative functions related to this MOU; and
 3. The terms for sharing personal contact information needed for referral among the CWA, AAA and DoAS.
- C. This MOU shall address tasks performed by the AAA in the following administrative functions associated with Medicaid eligibility:
 1. Outreach to and education of the LTSS target populations of the aged and persons with disabilities;
 2. Provide information and assistance, including assistance with the Medicaid application process to those LTSS target populations;
 3. Completion of Level 1 screening for level of service for LTSS;

4. Completion of Level 2 functional assessments for LTSS that are forwarded to DoAS for approval;
 5. Options counseling on the full range of LTSS available; and
 6. LTSS Navigator/Service Coordination, which is assistance in the coordination and delivery of State Plan services for the LTSS eligible consumer until the consumer is enrolled in a managed care organization.
- D. This MOU shall apply to and include those AAAs utilizing an Aging and Disability Resource Connection (ADRC) model and that DoAS has found to meet all ADRC and managed long-term services and supports (MLTSS) programmatic standards.

II. DIVISION OF MEDICAL ASSISTANCE AND HEALTH SERVICES:

- A. DMAHS shall provide technical and programmatic assistance on the MLTSS eligibility procedures and issues as requested by DoAS or the AAA through DoAS.
- B. DMAHS shall serve as the primary contact for communication with CMS and shall involve DoAS and AAA whenever such communication is relevant to the roles and responsibilities set forth in this MOU.

III. DIVISION OF AGING SERVICES:

- A. DoAS shall be responsible to monitor and oversee the operations and procedures of the AAA in the collection of personal contact information and the assistance of Medicaid applicants in gathering required documents for the Medicaid application process.
- B. DoAS shall provide to DMAHS, and shall obtain from the AAA, the information and reports as necessary for DMAHS to act as the single State Medicaid agency.
- C. DoAS shall notify DMAHS promptly of any security breach of confidential Medicaid information.
- D. DoAS shall be responsible to receive, review and approve the AAA's Cost Allocation Plan for claiming functions identified for FFP. Upon approval, DoAS shall forward the Cost Allocation Plan to the DHS Central Budget Office for further processing.

IV. AREA AGENCY ON AGING:

- A. The AAA acknowledges that Social Security numbers and Social Security Administration (SSA) records, information or data regarding individuals are confidential and require safeguarding. Failure to safeguard Social Security numbers and other SSA records can subject the AAA and its employees to civil and

criminal sanctions under federal and State laws, including the Federal Privacy Act at 5 U.S.C. 552a; Social Security Act sections 205 and 1106 (see 42 U.S.C. 405(c)(2)(C)(viii) and 42 U.S.C. 1306, respectively); and N.J.S.A. 56:8-164. The AAA shall ensure that all persons who will handle or have access under this MOU to any Social Security number or other SSA record will be trained and advised of the confidentiality of the records; the safeguarding requirements to protect the records and prevent unauthorized access, handling, duplication and re-disclosure of the SSA records; and the civil and criminal sanctions for failure to safeguard the SSA records. The AAA shall enact and/or maintain safeguards necessary to protect these records and prevent the unauthorized or inadvertent access to, duplication of or disclosure of a Social Security number or other SSA record.

- B. The AAA acknowledges that all information related to a Medicaid applicant or beneficiary is confidential and may be disclosed only in connection with the administration of the Medicaid program and the AAA and its workforce including employees must comply with N.J.S.A. 30:4D-7.g. See also, 42 U.S.C. 1396a(a)(7); 42 C.F.R. 431.300 to 431.307; N.J.A.C. 10:49-9.7. The AAA shall ensure that all persons who will handle or have access to Medicaid information under the terms of this MOU will be trained and advised of the confidentiality of the records and the safeguarding requirements.
- C. The AAA shall safeguard individual information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) privacy and security laws and regulations and any amendments in 45 CFR Parts 160 to 164, the HITECH Act, 42 U.S.C. § 1396a(a)(7), 42 C.F.R. §431.300-306, and applicable federal and State laws and rules. In conjunction with this MOU, the AAA shall execute a Business Associate Agreement.
- D. The AAA shall ensure that disclosure of Medicaid applicant information is limited to AAA employees providing services for the applicant pursuant to the terms of this MOU. In addition, such services shall be performed and the AAA employees shall be trained in HIPAA compliance.
- E. Prior to collecting personal contact information or assisting with the collection of documentation needed for the Medicaid application, the AAA shall obtain from the Medicaid applicant or a legally authorized representative written consent, on a form promulgated by DoAS, permitting the sharing of information among DoAS, DMAHS, the CWA (CWA will only share an individual's contact information for screening) and the AAA.
- F. The AAA shall not use any confidential information obtained on behalf of or disclosed by the Medicaid applicant for any purpose other than those set forth in this MOU that are directly connected with the administration of the Medicaid program, unless the applicant authorizes the release of such information in writing.

- G. The AAA shall ensure that its employees providing information and assistance with the application process are knowledgeable of current Medicaid eligibility standards and the application process.
- H. The AAA shall neither assign, nor subcontract, nor transfer, nor delegate any duties, rights or responsibilities under this MOU without the prior written approval of DMAHS and DoAS.
- I. The AAA shall comply with all rules, regulations and policies governing the Medicaid program.
- J. The AAA shall provide to DoAS the information and reports as necessary for DMAHS to act as the single State Medicaid agency.
- K. The AAA shall allow for any security inspections by DMAHS to ensure that confidential information covered under the terms of this MOU is adequately protected.
- L. The AAA shall notify DoAS within five days of any security breach of confidential information.
- M. The AAA shall use the Social Assistance Management System (SAMS), which has been modified by DoAS to meet federal reporting requirements, to track and record all activities, including the amount of time spent on the administrative functions associated with Medicaid identified for federal reimbursement.
- N. The AAA shall document all activities in the Cost Allocation Plan approved by DHS as eligible for Title XIX federal funding. The Cost Allocation Plan shall include information pertaining to rental costs/maintenance in lieu of rent; fringe benefit rate; indirect cost rate/costs; quarterly payroll information/timesheets; quarterly FTE calculations; quarterly function salaries; quarterly non-salary information; and quarterly statistical information.
- O. At the end of each calendar quarter, the AAA shall generate aggregate and detailed SAMS reports on all activities performed. The AAA shall transfer the SAMS data into the appropriate Cost Allocation Plan and submit such Cost Allocation Plan to DoAS by the last day of the month following the end of the calendar quarter.
- P. The AAA shall maintain accounting records, source documentation, organizational charts, certification by county fiscal staff and other documentation to support claimable activities for a period of seven years. Any litigation, claim, or audit that is started before the expiration of the seven year period stays this time period, and the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved through any appeals and final action taken. At that time the records shall be subject to a new seven year retention period. The AAA shall make such records, as well as SAMS reports, available for inspection and

audit by DoAS and DMAHS, the Attorney General of New Jersey, the State Legislative Auditor, the Comptroller General of the United States, the U.S. Department of Health and Human Services, the New Jersey Office of the State Comptroller, CMS, or any authorized representative of those entities upon reasonable notice.

- Q. In the event that this MOU conflicts with any agreement entered into by the AAA that relates to the procedures and processes addressed herein, the AAA shall ensure that this MOU controls.

V. GENERAL PROVISIONS:

- A. This MOU shall be construed and interpreted according to the laws of the State of New Jersey.
- B. This MOU is subject to the following laws and all amendments thereof: Title XIX of the Social Security Act, 42 U.S.C. 1396 et seq., the New Jersey Medical Assistance and Health Services Act (N.J.S.A. 30:4D-1 et seq.) and the Medicaid State Plan approved by CMS; federal and State Medicaid regulations, other applicable federal and State statutes, and all applicable local laws and ordinances.
- C. The parties shall ensure that confidential information is processed in a secured manner.
- D. The parties hereto specifically acknowledge and agree that the Medicaid federal funding share and the AAA matching share shall be calculated in accordance with federal Medicaid law.
- E. FFP for the administrative functions performed by the AAA shall be for the actual expenditures under the DMAHS-approved plan.
- F. In the documentation of and application for federal reimbursement under this MOU, the parties shall use the methodology and the financial reporting collection form promulgated by the DHS Central Budget Office.
- G. This MOU constitutes the entire understanding among the parties and may only be modified by a written amendment signed by the parties.
- H. This MOU may be amended, modified, and supplemented at any time by mutual consent in writing signed by the parties. There are no third-party beneficiaries of this MOU.
- I. In the event that any provision of this MOU is rendered invalid or unenforceable by any federal or State law, or State or federal court with jurisdiction said provision(s) hereof will be immediately void and may be re-negotiated for the sole purpose of

rectifying the noncompliance. The remainder of the provisions of this MOU that are not in question shall remain in full force and effect.

- J. The parties may enter into additional agreements with each other which supplement this MOU, including agreements on inter-agency payments and specific procedures which effectuate this MOU.
- K. Failure by a party to exercise any right or demand performance of any obligation under this MOU shall not be deemed a waiver of such right or obligation.
- L. This MOU shall become effective upon execution by all parties and shall remain in effect until and unless terminated in accordance with the provisions below. This MOU may be executed in counterpart on separate signature pages and each fully signed MOU shall be enforceable.
- M. This MOU may be terminated by any party for cause or convenience, and in consultation with the other parties, upon thirty (30) days advance written notice. In setting a termination date, the parties shall consider the AAA's responsibilities to its county residents and the efficient transfer of duties and responsibilities.
- N. Any termination of this MOU shall be without prejudice to any obligations or liabilities of the parties already accrued prior to such termination. Upon termination, the parties shall continue to cooperate as needed with regard to State and federal requirements on DMAHS or DHS, including for any audits or reviews related to this MOU.
- O. Notice of termination shall be delivered to the appropriate contact person(s) identified in Section VI below, and shall be effective upon receipt.

VI. PRINCIPAL CONTACTS:

The principal contacts for all notifications required or otherwise necessary under this MOU shall be as follows:

For Division of Medical Assistance and Health Services:

Program Management Officer:
Joanne Dellosso, Administrative Analyst 1
New Jersey Department of Human Services
Division of Medical Assistance and Health Services
PO Box 712
Trenton, New Jersey 08625-0712
(609) 588-2035
Joanne.Dellosso@dhs.state.nj.us

Fiscal Officer:
Robert Durborow, Health Care Facilities Analysis Coordinator
New Jersey Department of Human Services
Division of Medical Assistance and Health Services
PO Box 712
Trenton, New Jersey 08625-0712
(609) 588-3832
Robert.Durborow@dhs.state.nj.us

For Division of Aging Services:

Program Management Officer:
Tina Zsenak, Program Manager
New Jersey Department of Human Services
Division of Aging Services
PO Box 807
Trenton, New Jersey 08625-0807
(609) 588-6788
Tina.Zsenak@dhs.state.nj.us

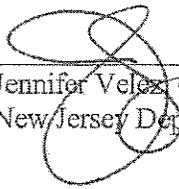
Fiscal Officer:
Carmen Coriano-Ruiz, Administrative Analyst 2-FM
New Jersey Department of Human Services
Division of Aging Services
PO Box 807
Trenton, New Jersey 08625-0807
(609) 588-6537
Carmen.Coriano-Ruiz@dhs.state.nj.us

For County Area Agency on Aging:

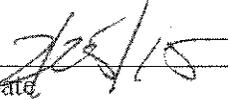
Program Management Officer:

Fiscal Officer:

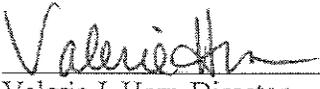
VII. We, the undersigned, consent to the contents of this MOU.



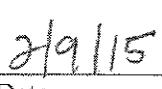
Jennifer Velez, Commissioner
New Jersey Department of Human Services



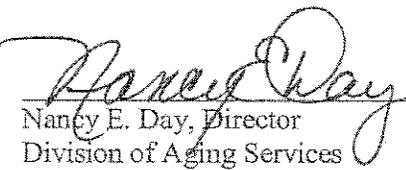
Date



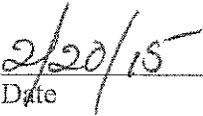
Valerie J. Harr, Director
Division of Medical Assistance and Health Services
New Jersey Department of Human Services



Date



Nancy E. Day, Director
Division of Aging Services
New Jersey Department of Human Services



Date

Executive Director
County Area Agency on Aging

Date

Robert M. Damminger,
Freeholder Director

Date

65

**RESOLUTION AUTHORIZING THE DIVISION HEAD OF DISABILITY SERVICES
TO ACCEPT AND TO DISTRIBUTE PROPORTIONATE FUNDS FOR FY2015**

WHEREAS, the New Jersey Treasury Department has deemed it appropriate to provide "Upward Contract Salary Adjustment Funds" to the Gloucester County Department of Health, Senior, and Disability Services, to be used as a one-time proportioned salary adjustment payments to certain individual direct care workers which provide "hands on services" to clients within the specified sub-contracted programs funded by the Alcohol and Drug Abuse Grant; and

WHEREAS, the County, through its Department of Health, Senior Services, and Disability Services, Division of Disability Services, will accept, obtain and distribute said funds accordingly with special conditions which are mandated by the grantor, and designated to be distributed and used as limited to a one-time proportioned salary adjustment with payments to be specifically given to certain individual direct care workers as salary enhancements. These employees of designated Alcohol and Drug Care Providers must be providing "hands on services" to clients within the following specified herein mentioned sub-contracted programs and at the proportioned percentage based on total contract funding amounts, as follows;

Behavioral Crossroads, LLC (1.12%) - \$50.00
Center for Family Services, Inc. (11.9%) - \$530.00
Contact Community Helpline (0.9%) - \$40.00
Family Care Connections (0.63%) - \$30.00
Hendricks House, Inc. (2.47%) - \$110.00
Lighthouse Recovery Services of NJ, Inc. (8.86%) - \$393.00
Maryville, Inc. (45.94%) - \$2040.27
New Hope Foundation, Inc. (5.92%) - \$263.00
New Point Behavioral Health Services, Inc. (1.35%) - \$60.00
Pinnacle Treatment Centers, LLC/Delaware Valley Medical, Inc. (2.13%) - \$95.00
SODAT (9.15%) - \$407.00
Volunteers of America, Delaware Valley, Inc. (2.13%) - \$95.00
Wounded Healer (7.50%) - \$335.00

Total Funding to be distributed - \$4,448.27; and

WHEREAS, acceptance of the "Upward Contract Salary Adjustment Funds" by the State of New Jersey Department of the Treasury is conditioned upon the following; funds are to be distributed to and by the herein named providers designated, and must be utilized and limited to a one-time proportioned salary adjustment with payments to be specifically given to each certain individual direct care worker as a salary enhancement. These certain employees of designated Alcohol and Drug Care Providers must be providing "hands on services" to clients within the herein specified sub-contracted programs and at the respective proportioned percentage funding amounts dedicated to each herein mentioned provider's program, and are not to be used to amend or supply additional program service within any Comprehensive Alcohol and Drug Services Grant sub-contract, therefore, no service contract totals are permitted to be amended for any purpose utilizing these funds, within the afore mentioned related service program contracts.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Chosen Freeholders of the County of Gloucester does hereby authorize the acceptance of the "Upward Contract Adjustment Funds" from the New Jersey Treasury Department, within the afore mentioned terms and conditions of such funding; and

BE IT FURTHER 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 authorized to attest to the execution of any and all documents in furtherance achieving the purposes of this resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held Wednesday, June 24, 2015, at Woodbury, New Jersey.



ATTEST:

COUNTY OF GLOUCESTER

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

**ROBERT M. DAMMINGER,
DIRECTOR**



65

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

State of New Jersey
DEPARTMENT OF THE TREASURY
OFFICE OF MANAGEMENT & BUDGET
P.O. BOX 221
TRENTON, NJ 08625-0221

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

CHARLENE M. HOLZBAUR
Director

CERTIFICATION OF FUNDS RECEIVED AND DISBURSED

I, Chief Financial Officer or Sole Proprietor of
, hereby certify that in accordance with the State of New
Jersey fiscal year 2015 Appropriations Act, the amount of \$ was received
by the above named entity and either:

Was disbursed as a lump sum payment to direct care workers on the date of

Will be disbursed as increased payments to direct care workers in the following manner

to be paid in full by the date of .

I understand that if any of these statements are found to be false, I am responsible for returning the amounts received to the State of New Jersey Treasury.

Name: Date:



State of New Jersey

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Name:

Date:

66

**RESOLUTION AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF
HEALTH AND HUMAN SERVICES TO ACCEPT AND TO DISTRIBUTE
PROPORTIONATE FUNDS FOR FY2015**

WHEREAS, the New Jersey Treasury Department has deemed it appropriate to provide "Upward Contract Salary Adjustment Funds" to the Gloucester County Department of Health and Human Services, to be used as a one-time proportioned salary adjustment payments to certain individual direct care workers which provide "hands on services" to clients within the specified sub-contracted programs funded by the Area Plan Contract Grant; and

WHEREAS, the County, through the Department of Health and Human Services, Division of Senior Services, will accept, obtain and distribute said funds accordingly with special conditions which are mandated by the grantor, and designated to be distributed and used as limited to a one-time proportioned salary adjustment with payments to be specifically given to certain individual direct care workers as salary enhancements. These employees of designated Health Care Providers must be providing "hands on services" to clients within the following specified herein mentioned sub-contracted programs and at the proportioned percentage based on total contract funding amounts, as follows;

All About Care LLC, Personal Care Program (29.86%) - \$1,375.44
Evergreen Court, Adult Medical Day Care Program (13.6%) - \$626.45
Glassboro Housing Authority- Housekeeping for Residents of the GHA (27.5%) - \$1,255.21
Visiting Nurse and Hospice Services- Certified Home Health Aide Program (29.29%) - \$1,349.18

Total Funding to be distributed - \$4,606.28; and

WHEREAS, acceptance of the "Upward Contract Salary Adjustment Funds" by the State of New Jersey Department of the Treasury is conditioned upon the following; funds are to be distributed to and by the herein named providers designated, and must be utilized and limited to a one- time proportioned salary adjustment with payments to be specifically given to each certain individual direct care worker as a salary enhancement. These certain employees of designated Health Care Providers must be providing "hands on services" to clients within the herein specified sub-contracted programs and at the respective proportioned percentage funding amounts dedicated to each herein mentioned provider's program, and are not to be used to amend or supply additional program service within any Title III, Older Americans Area Plan Contract sub-contract, therefore, no service contract totals are permitted to be amended for any purpose utilizing these funds, within the afore mentioned related service program contracts.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Chosen Freeholders of the County of Gloucester does hereby authorize the acceptance of the "Upward Contract Adjustment Funds" from the New Jersey Treasury Department, within the afore mentioned terms and conditions of such funding; and

BE IT FURTHER 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 authorized to attest to the execution of any and all documents in furtherance achieving the purposes of this resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held Wednesday, June 24, 2015, at Woodbury, New Jersey.



ATTEST:

COUNTY OF GLOUCESTER

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

**ROBERT M. DAMMINGER,
DIRECTOR**



56

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

State of New Jersey
DEPARTMENT OF THE TREASURY
OFFICE OF MANAGEMENT & BUDGET
P.O. BOX 221
TRENTON, NJ 08625-0221

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

CHARLENE M. HOLZBAUR
Director

CERTIFICATION OF FUNDS RECEIVED AND DISBURSED

I, Chief Financial Officer or Sole Proprietor of
, hereby certify that in accordance with the State of New
Jersey fiscal year 2015 Appropriations Act, the amount of \$ was received
by the above named entity and either:

Was disbursed as a lump sum payment to direct care workers on the date of

Will be disbursed as increased payments to direct care workers in the following manner

to be paid in full by the date of .

I understand that if any of these statements are found to be false, I am responsible for returning the amounts received to the State of New Jersey Treasury.

Name: Date:



State of New Jersey

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P.O. BOX 221
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Will be disbursed as increased payments to direct care workers in the following manner

to be paid in full by the date of .

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Name: Date:

67

RESOLUTION AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT AND TO DISTRIBUTE PROPORTIONATE FUNDS FOR FY2015

WHEREAS, the New Jersey Treasury Department has deemed it appropriate to provide "Upward Contract Salary Adjustment Funds" to the Gloucester County Department of Health and Human Services, to be used as a one-time proportioned salary adjustment payments to certain individual direct care workers which provide "hands on services" to clients within the specified sub-contracted programs funded by the SFY 2015 Prevention Services Grant; and

WHEREAS, the County, through the Department of Health and Human Services, will accept, obtain and distribute said funds accordingly with special conditions which are mandated by the grantor, and designated to be distributed and used as limited to a one-time proportioned salary adjustment with payments to be specifically given to certain individual direct care workers as salary enhancements. These employees of designated social services providers must be providing "hands on services" to clients within the following specified herein mentioned sub-contracted programs, as follows;

Robin's Nest, Inc. (100%) - \$3,233.39

Total Funding to be distributed - \$3,233.39

WHEREAS, acceptance of the "Upward Contract Salary Adjustment Funds" by the State of New Jersey Department of the Treasury is conditioned upon the following; funds are to be distributed to and by the herein named providers designated, and must be utilized and limited to a one-time proportioned salary adjustment with payments to be specifically given to each certain individual direct care worker as a salary enhancement. These certain employees must be providing "hands on services" to clients within the herein specified sub-contracted programs, funded by the SFY 2015 Prevention Services Grant provided by the New Jersey Department of Children and Families, therefore, no service contract totals are permitted to be amended for any purpose utilizing these funds, within therefore mentioned related service program contracts.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Chosen Freeholders of the County of Gloucester does hereby authorize the acceptance of the "Upward Contract Adjustment Funds" from the New Jersey Treasury Department, within the aforementioned terms and conditions of such funding; and

BE IT FURTHER 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 authorized to attest to the execution of any and all documents in furtherance achieving the purposes of this resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held Wednesday, June 24, 2015, at Woodbury, New Jersey.



ATTEST:

COUNTY OF GLOUCESTER

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER,
DIRECTOR



State of New Jersey
 DEPARTMENT OF THE TREASURY
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CHRIS CHRISTIE
 Governor

KIM GUADAGNO
 Lt. Governor

ANDREW P. SIDAMON-ERISTOFF
 State Treasurer

CHARLENE M. HOLZBAUR
 Director

G7

CERTIFICATION OF FUNDS RECEIVED AND DISBURSED

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Will be disbursed as increased payments to direct care workers in the following manner

The entire amount (%100) has been allocated for services provided as a part of the SFY2015 Prevention Services Contract with 501C3 Agency Robin's Nest, Inc. Located at 42 South Delesa Drive, Glassboro NJ 08028. (856) 881-8689. They are the only Services Provider.

to be paid in full by the date of .

I understand that if any of these statements are found to be false, I am responsible for returning the amounts received to the State of New Jersey Treasury.

Name: Date:

68

RESOLUTION AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT AND TO DISTRIBUTE PROPORTIONATE FUNDS FOR FY2015

WHEREAS, the New Jersey Treasury Department has deemed it appropriate to provide "Upward Contract Salary Adjustment Funds" to the County Department of Health and Human Services, to be used as a one-time proportioned salary adjustment payments to certain individual direct care workers which provide "hands on services" to clients within the specified sub-contracted programs funded by the SFY 2015 Social Services for the Homeless Grant; and

WHEREAS, the County, through the Department of Health and Human Services, will accept, obtain and distribute said funds accordingly with special conditions which are mandated by the grantor, and designated to be distributed and used as limited to a one-time proportioned salary adjustment with payments to be specifically given to certain individual direct care workers as salary enhancements. These employees of designated social services providers must be providing "hands on services" to clients within the following specified herein mentioned sub-contracted programs, as follows;

- Volunteers of America, Delaware Valley Inc. (17%) - \$439.89
- Gateway Community Action Partnership Inc. (17%) - \$439.89
- Center for Family Services Inc. (17%) - \$439.89
- Catholic Charities Diocese of Camden Inc. (17%) - \$439.89
- Senior Citizens United Community Services Inc. (17%) - \$439.89
- Joseph's House of Camden LLC (17%) - \$439.89

Total Funding to be distributed - \$2,639.34; and

WHEREAS, acceptance of the "Upward Contract Salary Adjustment Funds" by the State of New Jersey Department of the Treasury is conditioned upon the following; funds are to be distributed to and by the herein named providers designated, and must be utilized and limited to a one-time proportioned salary adjustment with payments to be specifically given to each certain individual direct care worker as a salary enhancement. These certain employees must be providing "hands on services" to clients within the herein specified sub-contracted programs, funded by the SFY 2015 Social Services for the Homeless Grant provided by the New Jersey Department of Human Services, Division of Family Development, therefore, no service contract totals are permitted to be amended for any purpose utilizing these funds, within therefore mentioned related service program contracts.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Chosen Freeholders of the County of Gloucester does hereby authorize the acceptance of the "Upward Contract Adjustment Funds" from the New Jersey Treasury Department, within the aforementioned terms and conditions of such funding; and

BE IT FURTHER 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 authorized to attest to the execution of any and all documents in furtherance achieving the purposes of this resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held Wednesday, June 24, 2015, at Woodbury, New Jersey.



ATTEST:

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ROBERT M. DAMMINGER,
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State of New Jersey

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ANDREW P. SIDAMON-ERISTOFF
State Treasurer

CHARLENE M. HOLZBAUR
Director

GP

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State of New Jersey

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KIM GUADAGNO
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ANDREW P. SIDAMON-ERISTOFF
State Treasurer

CHARLENE M. HOLZBAUR
Director

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Name: Date:

69

RESOLUTION AUTHORIZING AWARD OF CONTRACT TO HOLCOMB BUS SERVICE, INC., FROM JUNE 11, 2015 TO MAY 31, 2017, IN AN AMOUNT NOT TO EXCEED \$134,500.00

WHEREAS, the County, after due notice and advertisement, received sealed bids for a vendor to operate a bus route for residents with disabilities attending vocational training sites; and

WHEREAS, bids were publicly received and opened on April 8, 2015; and

WHEREAS, after following proper public bidding procedure, it was determined that Holcomb Bus Service, Inc., with offices at 11 Karr Drive, Bellmawr, New Jersey 08031 was the lowest responsive and responsible bidder, for a term from June 11, 2015 to May 31, 2017, in an amount not to exceed \$134,500.00 for the term of the contract, consistent with Vendor's Bid, as more specifically described in the bid specifications PD# 015-010; and

WHEREAS, the contract shall be for estimated units of service, in an amount not to exceed \$134,500.00; therefore, this contract is open ended, which does not obligate the County of Gloucester to make any purchase; thereby, no Certificate of Availability of Funds is required at this time; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time and prior to any purchases being made or services being rendered pursuant to the within award, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purpose and identifying the line item of the County budget from which said funds will be paid.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized to execute and the Clerk of the Board is authorized to attest to the execution of a contract with Holcomb Bus Service, Inc. for the operation of a bus route for residents with disabilities attending vocational training sites, from June 11, 2015 to May 31, 2017, in an amount not to exceed \$134,500.00 for the term of the contract; and

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

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, June 24, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

69

**CONTRACT BETWEEN
HOLCOMB BUS SERVICE, INC.
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 24th day of June, 2015, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **HOLCOMB BUS SERVICE, INC.**, 11 Karr Drive, Bellmawr, New Jersey 08031 hereinafter referred to as "Vendor".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for a vendor to operate a bus route for residents with disabilities attending vocational training sites, as set forth in **PD-015-010**; and

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

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

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

TERMS OF AGREEMENT

1. **TERM.** The Contract shall be effective for the period from June 11, 2015 to May 31, 2017.
2. **COMPENSATION.** Contract shall be for estimated units of services, in an amount not to exceed \$134,500.00 for the term of the contract, consistent with Vendor's Bid.

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

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

Each invoice shall contain an itemized, detailed description of all products shipped. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in specifications identified as PD-015-010, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

The Vendor or subcontractor agrees to make good faith efforts to meet targeted county

employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications, which are specifically referred to and incorporated herein by reference.

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

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

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

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

F. Termination shall not operate to affect the validity of the indemnification

provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

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

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

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

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

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

11. **SET-OFF**. Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
12. **PREVENTION OF PERFORMANCE BY COUNTY**. In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.
13. **METHODS OF WORK**. Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
14. **NON-WAIVER**. The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
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**. Vendor shall at times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.
19. **INDEPENDENT VENDOR STATUS**. The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.
20. **CONFLICT OF INTEREST**. Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that

in the performance of this Contract, no person having any such interest shall be employed.

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

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document, the Specifications identified as PD #015-010, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT is dated this _____ day of _____, 2015.

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

ATTEST:

COUNTY OF GLOUCESTER

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

HOLCOMB BUS SERVICE, INC.

**By:
Title:**

**By:
Title:**

<p>PD 015-010 Bid Opening 4/8/2015 10:00am</p>			
<p>SPECIFICATIONS FOR SUPPLYING SPECIFIC BUS TRANSPORTATION FOR THE COUNTY OF GLOUCESTER DIVISION OF TRANSPORTATION SERVICES</p>			
<p>VENDOR: Holcomb Bus Service Inc. 11 Karr Drive Bellmawr, NJ 08031 AJ Holcomb - President 856 931-3632 856 931-2165 Fax al.holcomb@holcombbus.com</p>		<p>VENDOR: Senior Citizens United Community Services Inc. 537 Nicholson Rd. Audubon, NJ 08106 Stephen P. Considine CEO 856 456-1121 856 547-26854 Fax sconsidine@scuics.org</p>	
ITEM	DESCRIPTION	LUMP SUM	LUMP SUM
	PER DIEM RATE		
	Vocational I	\$269.00	\$523.38
	Vocational II	\$289.00	\$523.38
	Vocational III	\$289.00	\$523.38
	Vocational IV	\$269.00	\$523.38
	Vocational V	\$269.00	\$523.38
	Total Per Diem if all Routes Awarded to one Vendor	\$1,385.00	\$2,616.90
	Variations: (if any)	NONE	NONE
	Will you extend your prices to local government entities within the County	NA	NA
	Bid specifications sent to:	Prime Vendor Able Transit LLC The Convention Store	Stouts Transportation Starr Transit Co. TriCare Med. Transport
	CONTRACT PERIOD	2 Years beginning June 2015	
<p>Based upon the bids received, I recommend the contract be awarded to Holcomb Bus Service Inc. for vocational routes I and V as the lowest responsive, responsible bidder.</p>			
		Sincerely,	
		Robert J. McErlane	
		Purchasing	

6-10

**RESOLUTION AUTHORIZING A GRANT AGREEMENT WITH THE
NATIONAL EMERGENCY FOOD AND SHELTER PROGRAM FOR ITS
PHASE 32 GRANT FOR \$14,050.00**

WHEREAS, The National Food and Shelter Board has allotted grant funding through its Phase 32 Grant to Gloucester County for emergency needs of County residents; and

WHEREAS, the Local Emergency Food and Shelter Board, through Gloucester County Human Services Advisory Council, has awarded \$14,050.00 of these funds to the Gloucester County Division of Social Services to purchase food certificates for distribution to families and individuals who come to the Division in need of food; and

WHEREAS, The grant agreement is for the period November 1, 2014 through October 31, 2015, in the amount of \$14,050.00; and

WHEREAS, the Division of Social Services has reviewed all data supplied in the grant documents, and certifies to the Board of Chosen Freeholders that all data contained in the application and attachments are true and correct; and

WHEREAS, the Board of Chosen Freeholders understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued for the administration of grant projects.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director be and is hereby authorized to execute, and the Clerk of the Board be and is hereby authorized to attest to, all documents necessary for the National Emergency Food and Shelter Program PHASE 32 Grant, for the period November 1, 2014 through October 31, 2015, in the amount of \$14,050.00.

BE IT FURTHER RESOLVED that the Board of Chosen Freeholders hereby confirms that the funds will be used pursuant to the terms of the agreement and the Board shall comply with all applicable regulations of the granting authority, and shall provide any necessary additional assurances as may be required; and

BE IT FUTHER RESOLVED that the Gloucester County Division of Social Services shall be responsible for grant implementation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 24, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

12. FRINGE BENEFIT RATE CHARGED TO GRANT: _____%

13. DATE APPLICATION DUE TO GRANTOR _____

14. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	\$14,050 _____	
CASH MATCH		_____
		(Attach Documentation)
IN-KIND MATCH	___\$0_____	
TOTAL PROGRAM BUDGET:	\$ 0 _____	

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 Yes ___X___ No _____

DEPARTMENT HEAD: _____
Signature

DATE: _____

.....
Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: _____

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. _____
Signature

2. _____
Signature

2015 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS

The Gloucester County Division of Social Services is seeking to assist in addressing the emergency food needs of Gloucester County residents by having a supply of \$20 and \$50 denomination food cards readily available for distribution to anyone in need of food once every sixty (60) days. All food cards will be stamped "food only". Each Gloucester County resident requesting emergency food will be allocated \$20 per person per day for a maximum of three (3) days. Careful records of all food cards distributed will be kept by the Accounting Department.

20430-Food: \$14,050

FORM C-2

SUBMISSION DATE:

DEPARTMENT: 345

Division of Social Services

REVISION DATE: