

AGENDA

7:00 p.m. Wednesday, July 8, 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 24, 2015.

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

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER CHILA**

A-1 RESOLUTION AUTHORIZING A CLOSED SESSION TO DISCUSS THE STATUS OF AND POSSIBLE SETTLEMENT OF GLOUCESTER COUNTY V. WEST DEPTFORD TOWNSHIP, ET AL, DOCKET NO. GLO-L-871-14.

The general nature of the subject to be discussed at the closed meeting of July 8, 2015, shall be the status of and possible settlement of this matter.

A-2 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2015 BUDGET PURSUANT TO N.J.S.A. 40A:4-87

- AREA PLAN GRANT - \$2,391.00 - These funds are the mid-year distribution to the 2015 Area Plan Contract. These funds will be used to fully fund the contract obligations the County has with various outside service providers. This modification will bring the total amount of funding for the 2015 Area Plan Grant to \$1,457,122.00.
- WORKFIRST NEW JERSEY - \$1,848,705.00 - The purpose of the Work First New Jersey program is to provide workforce readiness training to residents who are currently receiving public assistance. The training the clients receive may be literacy training, work readiness preparation or individual training accounts for vocational training. The County has the responsibility of Case Management which entails working directly with clients to provide assistance that is needed for the client to become employed. Assistance may be in the form of day care, transportation, clothing or any other necessity which will assist the client find and maintain employment.
- WORKFORCE INNOVATIONS OPPORTUNITIES ACT (WIOA) - \$2,000,087.00 - The Workforce Innovations Opportunities Act (WIOA) program is the continuation of the prior Workforce Investment Act (WIA) program. The purpose of the program has not changed. This funding will be used to provide activities that will increase job retention and earnings of participants and increase the occupational skill attainment by participants. This will improve the quality of the workforce, reduce welfare dependency and enhance the productivity and competitiveness of the economy. These funds will be used to enroll economically disadvantage adults, dislocated workers and youth into demand occupation training programs. This program will also provide services to "at-risk" youth by providing GED training, pre-vocational skills and on-site work experience.

A-3 RESOLUTION AUTHORIZING CERTIFICATION OF THE ANNUAL AUDIT FOR THE YEAR 2014.

This Resolution authorizes certification of the Annual Audit for the Year 2014 prepared by Petroni and Associates.

A-4 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF THE LITIGATION MATTER CAPTIONED JOSEPH KRAKORA, ET AL V. COUNTY OF GLOUCESTER, ET AL, DOCKET NO. BUR-L-1191-13.

The matter involves an action brought against the Counties of Gloucester, Cumberland, Salem, Burlington, and Essex seeking to stop the transfer to pre-trial detainees from the Gloucester County Jail. Plaintiffs alleged violation of constitutional rights by the closure of the GC Jail and that pretrial detainees would suffer a violation of their Sixth Amendment rights if they were housed in other counties while awaiting trial as the transfer of detainees would violate their constitutional right to counsel. The Judge denied injunctive relief and allowed the transfer. There is now a proposed agreement wherein it is agreed that: 1) a video conference connection will be provided (already in use); 2) when fewer than five inmates

are in the holding area they shall be unshackled unless a security risk; and, 3) inmates will be shackled during attorney-client interviews. This resolution will authorize settlement of the matter and the execution any settlement documents including the filing of the Stipulation of Dismissal with the Court, ending the case. The Plaintiffs are represented by the law firm of Loughry and Lindsay. The County is represented by Eric Milavsky, Esquire of Brown & Connery, LLP.

A-5 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEALS.

The Plaintiff, Deptford Commons v. Deptford, Docket Numbers 009791-2012, 004403-2013, 004899-2014, 001817-2015, represented by Robert D. Blau, Esquire filed state tax appeals contesting the assessment on the subject property known as Block 1.04, Lot 8; and the Plaintiff, Plaza at Deptford v. Deptford, Docket Numbers 005185-2011, 010137-2012, 004393-2013, 004902-2014, 001821-2015, represented by Robert D. Blau, Esquire filed state tax appeals contesting the assessment on the subject property known as Block 5, Lot 8; and the Plaintiff, United Artists/Regal Entertainment v. Washington Township, Docket Numbers 010171-2013, 001456-2014, 004559-2015, represented by Douglas L. Heinold, Esquire filed state tax appeals contesting the assessment on the subject properties known as Block 87.01, Lot 2.13; and the Plaintiff, Crosskeys Assocs c/o Regal Cinema v. Washington Township, Docket Numbers 010170-2013, 001050-2014, 004392-2015 represented by Douglas L. Heinold, Esquire filed state tax appeals contesting the assessment on the subject property known as Block 115, Lot 25; and the parties through legal counsel and assessors and/or certified real estate appraisers engaged by the tax payer and County have reached a resolution of the complaints, settling outstanding claims pursuant to N.J.S.A. 54:1-99, N.J.A.C. 18:17A-8.1.

A-6 RESOLUTION URGING GOVERNOR CHRISTIE TO PROTECT LOCAL PROPERTY TAXPAYERS BY RESPECTING THE STRUCTURE AND PRESERVING THE INTEGRITY OF THE FISCALLY SOLVENT LOCAL PENSION SYSTEMS.

The State pension system is in need of reform due to existing deficits. It is in the best interest of County and Municipal taxpayers that this be accomplished without diverting local system assets as local pension systems funded by County and Municipal property taxpayer dollars are secure. Counties and municipalities have judiciously met their pension obligations as employers in accordance with the State's 2011 reform law, and passage of this Resolution by the County urges State leaders to protect local property taxpayers and governing bodies by preserving the structure and integrity of the fiscally solvent local pension systems.

A-7 RESOLUTION AUTHORIZING A CONTRACT WITH STORAGE ENGINE, INC. FROM JULY 7, 2015 TO JULY 6, 2016 FOR \$32,376.00.

This Resolution authorizes the Laserfiche Software Assurance Plan (LSAP) provided through Storage Engine, Inc. (One Sheila Drive, Bldg. 6-A, Tinton Falls, NJ 07724) which allows the IT Department to deploy the latest upgrades, patches and technical support required to keep the Laserfiche Platform optimized to its fullest potential from July 7, 2015 to July 6, 2016 for \$32,376.00. Together the three servers that require their support are the Laserfiche Server, Laserfiche SQL Server and the Laserfiche Web Server. These servers allow any user within the county facilities entry into the county data files that are available to assist with OPRA requests. CAF# 15-05443 has been certified to obtain funds.

A-8 RESOLUTION APPOINTING MEMBERS TO THE GLOUCESTER COUNTY LIBRARY COMMISSION.

This Resolution will appoint Andrea Reahm to the Library Commission from July 8, 2015 to January 17, 2020 as per N.J.S.A. 10:4-12b.

A-9 RESOLUTION AUTHORIZING SETTLEMENT OF THE LITIGATION MATTER CAPTIONED COUNTY OF GLOUCESTER v. TOWNSHIP OF WEST DEPTFORD AND WEST DEPTFORD ENERGY ASSOCIATES URBAN RENEWAL, L.P. DOCKET NO. GLO-L-871-14.

The County instituted this action in the Superior Court for breach of contract relative to Agreements with the Township of West Deptford and West Deptford Energy Associates Urban Renewal, L.P. There is a proposed resolution of the matter as a result of mediation conducted by the Honorable John Sweeney, J.S.C. (retired). This resolution will authorize the proposed settlement in accordance with the stated terms, and the filing of the Stipulation of Dismissal with the Court, ending the case. This litigation matter was discussed in closed session on April 15th, 2015. West Deptford Township previously represented by Mark Cimino, Esq., now represented by Timothy D. Scaffidi, Esq. The County is represented by John Gillespie, Esq. of Parker McCay.

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

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

B-1 RESOLUTION AUTHORIZING A CONTRACT WITH PHYSIO-CONTROL, INC., FOR \$28,761.15.

This Resolution authorizes the purchase of two (2) Lucas portable battery operated automated cardiopulmonary resuscitation devices that will be utilized by GCEMS Rapid Response EMS Units. The

Purchasing Department sent out a bid request PD-015-026 and it is recommended that the contract be awarded to Physio-Control, Inc. C.A.F. #15-05408 has been obtained to certify funds.

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

C-1 RESOLUTION AUTHORIZING THE EXECUTION OF THE PRE-APPLICATION FOR THE USDA HOUSING PRESERVATION GRANT PROGRAM FOR \$50,000.00.

This Resolution authorizes the execution of all documents related to the pre-application for the FY 2015 Housing Preservation Grant for the amount of \$50,000.00. The US Department of Agriculture through the Rural Housing Service has announced in the Federal Register that it is soliciting competitive applications to be administered by the NJ State Rural Development Office. The funding will be utilized for owner occupied rehabilitation activities that benefit individuals/households with incomes below 30% of the area median income. The Department is requesting \$50,000.00 of this grant. This grant will go towards project implementation which will include rehabilitation activities consistent with HUD's Housing Quality Standards.

C-2 RESOLUTION AUTHORIZING THE FIVE YEAR PY2015-2019 CONSOLIDATED PLAN AND ANNUAL ACTION PLAN ENCOMPASSING THE PY 2015 URBAN COUNTY ENTITLEMENT AND WASHINGTON TOWNSHIP ENTITLEMENT CDBG GRANTS AND THE HOME INVESTMENT PARTNERSHIP PROGRAM.

This Resolution authorizes approval of a 2015-2019 Five Year Consolidated Plan and its PY 2015-2016 Annual Action Plan to assist low and moderate income individuals and families with housing, infrastructure, Public Services, ADA Barrier Free Activities and economic development opportunities within the County. The PY2015-2016 program period is September 1, 2015 through August 31, 2016 with an expectation of \$1,214,297 in Community Development Block Grant funds inclusive of Washington Township's Entitlement funds and \$438,290 in HOME funds. In accordance with the County's citizen participation plan, as of June 6, 2014 the Annual Action Plan has been on display for public review and comment for a 30 day period at the Government Services Complex in Clayton and on the County's official website.

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

E-1 RESOLUTION AUTHORIZING A CONTRACT WITH TURF EQUIPMENT & SUPPLY CO., INC., FOR \$23,579.40.

This Resolution authorizes the purchase of one (1) Toro GroundsMaster 360 Quad-Steer lawn mower (or approved equal); the purchase price includes supply and delivery of the item. Contract amount for the lawn mower is \$23,579.40. Mower to be purchased from Turf Equipment & Supply Co., Inc., with offices at 6045 Kellers Church Road, Pipersville, PA, and utilized by the County's Parks and Recreation Department as per PD# 015-025. CAF# 15-05311 has been obtained to certify funds.

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

F-1 RESOLUTION AUTHORIZING A CONTRACT WITH TRACK GROUP FROM JULY 8, 2015 TO JULY 7, 2017 AT NO COST TO THE COUNTY.

This Resolution authorizes a Contract with Track Group, 1215 Lakeview Court, Romeoville, IL 60446 to provide an active GPS tracking home electronic detention system from July 8, 2015 to July 7, 2017, as set forth in the bid specifications PD# 015-023. This program is offered at no cost to the County, with the offender compensating the county \$8 per day. The County has the option to extend this Agreement for one (1) two (2) year term or two (2) one (1) year terms.

F-2 RESOLUTION AUTHORIZING AN APPLICATION FOR THE U. S DEPARTMENT OF JUSTICE, OFFICE OF COMMUNITY ORIENTED POLICING SERVICES "COPS" HIRING PROGRAM GRANT TO HIRE FIVE SHERIFF'S OFFICERS, IN THE TOTAL GRANT PROGRAM AMOUNT OF \$1,007,453.00, INCLUDING A LOCAL MATCH OF \$382,453.00, FROM OCTOBER 1, 2015 TO SEPTEMBER 30, 2018.

This Resolution authorizes an application to the U.S. Department of Justice, Office of Community Oriented Policing Services for the "COPS" Hiring Program Grant in order to hire five Sheriff's officers. The total grant program amount is \$1,007,453.00, including a local match by the County of \$382,453.00 (federal share - \$625,000.00), from October 1, 2015 to September 30, 2018. The officers will perform patrols and also conduct and organize meetings and other types of outreach in order to educate senior

citizens in the prevention of crime by utilizing preventative measures in regard to safety in the streets, telephone calls and answering the door at home, automobile safety and home security, and protecting against scams and identity theft. The program will include special precautions for elderly females.

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

G-1 RESOLUTION AUTHORIZING AGREEMENTS WITH MUNICIPALITIES IN GLOUCESTER COUNTY FOR THE PROVISION OF THE MUNICIPAL ALLIANCE ALCOHOLISM AND DRUG ABUSE PREVENTION SERVICES FROM JULY 1, 2015 TO JUNE 30, 2016.

The County has applied for and received Municipal Alliance Prevention Plan grant funds through the New Jersey Governor's Council on Alcoholism and Drug Abuse. This Resolution authorizes agreements with the following municipalities to utilize those funds for alcoholism and drug abuse services to be provided through the individual municipalities for the purposes of prevention, education and intervention within the communities, for the period July 1, 2015 to June 30, 2016: Deptford Township, for \$25,044.00 - (CAF# 15-05466 has been obtained to certify funds); Elk/Franklin Township, for \$23,364.00 - (CAF# 15-05467 has been obtained to certify funds); Borough of Glassboro, for \$18,841.00 - (CAF# 15-05468 has been obtained to certify funds); Mantua/Harrison Township, for \$18,977.00 - (CAF# 15-05469 has been obtained to certify funds); Monroe Township, for \$26,460.00 - (CAF# 15-05470 has been obtained to certify funds); Washington Township, for \$34,880.00 - (CAF# 15-05471 has been obtained to certify funds); and West Deptford Township, for \$19,920.00 - (CAF# 15-05472 has been obtained to certify funds).

G-2 RESOLUTION AUTHORIZING THE FILING OF A JOINT APPLICATION TO NJ TRANSIT FOR THE SFY'2015 & CY'2016 SECTION 5311 RURAL TRANSPORTATION GRANT AND FOR THE CY'2016 SENIOR CITIZEN AND DISABLED RESIDENTS TRANSPORTATION PROGRAM.

This Resolution authorizing the filing of a joint application to NJ Transit for the SFY'2015 & CY'2016 Section 5311 Rural Transportation Grant, in the total amount of \$288,246.00, which includes \$144,123.00 Federal, \$72,061.50 State and a Local In-Kind Match of \$72,061.50, from July 1, 2015 and December 31, 2016 and the CY'2016 Senior Citizen and Disabled Residents Transportation Assistance Program (SCDRTAP) in the total amount of \$485,197.00, from January 1, 2016 to December 31, 2016. The Section 5311 portion of this grant provides transportation for transit-dependent rural residents that includes demand response transportation for their non-emergency medical appointments and a rural shopping bus to various shopping facilities. The SCDRTAP portion of this combined grant provides transportation for senior citizens and disabled residents.

G-3 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY AND ATLANTIC CITY FOR THE PROVISION OF A HEALTH OFFICER FROM JULY 1, 2015 TO DECEMBER 31, 2016.

The purpose of this agreement is that Gloucester County shall provide a Health Officer to Atlantic City, and Atlantic shall designate the County Health Officer of Gloucester as its Health Officer. The said Health Officer shall be the enforcement agent of Atlantic City for its Ordinances and Sanitary laws of the State of New Jersey. Atlantic City will pay Gloucester \$2,470.00 a month until December 31, 2015. There will be a 2% increase beginning January 1, 2016 and concluding December 31, 2016. Gloucester will bill Atlantic City quarterly of the Health Officers services for the remainder of the contract.

Old Business

New Business

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

Adjournment

MINUTES

7:00 p.m. Wednesday, June 24, 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 - A-5 Municipal Economic Development member – Glassboro is Joseph A. Brigandi not Rhonda Abruzzi.

Approval of the regular meeting minutes from June 10, 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

49285 Proclamation Celebrating the Grand Opening of the Tattered Dragonfly in Mullica Hill (Simmons) (Previously Presented).

49286 Proclamation Celebrating 48 Years in Business- Bob's Hobbies & Crafts in Pitman (Simmons) (Previously Presented).

49287 Proclamation honoring Dr. William J. King as the recipient of the Woodbury Juneteenth 2015 Community Service Award (Jefferson) (Previously Presented).

49288 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)

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

MOTION MADE FOR A CONSENT AGENDA

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

Comments: N/A

MOTION MADE TO APPROVE ALL RESOLUTIONS BY CONSENT

	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**

49289 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2015 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

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

Comments: N/A

49290 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF JUNE 2015.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		15-04714 15-02240
Christy			X		
DiMarco			X		
Simmons		X			X
Jefferson			X		
Damminger			X		

Comments: N/A

49291 RESOLUTION AUTHORIZING THE COUNTY TO ENTER INTO A COOPERATIVE PRICING AGREEMENT WITH THE TOWNSHIP OF CRANFORD BEGINNING JUNE 24, 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

49292 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.

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

Comments: N/A

49293 RESOLUTION APPROVING APPOINTMENTS TO THE GLOUCESTER COUNTY MUNICIPAL ECONOMIC DEVELOPMENT COUNCIL FROM JULY 1, 2015 TO DECEMBER 31, 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

49294 RESOLUTION APPROVING REAPPOINTMENTS TO THE BOARD OF EDUCATION OF THE SPECIAL SERVICES SCHOOL DISTRICT & VOCATIONAL SCHOOL DISTRICT.

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

Comments: N/A

49295 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."

	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**

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

49296 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.

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

Comments: N/A

49297 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.

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

Comments: N/A

49298 RESOLUTION AUTHORIZING THE PURCHASE OF FOUR (4) 2015 FORD SUV POLICE INTERCEPTORS FROM WINNER FORD FOR A TOTAL AMOUNT OF \$124,516.00.

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

Comments: N/A

49299 RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) 2015 FORD ESCAPE SUV FROM HERTRICH FLEET SERVICES, INC. FOR \$24,177.00.

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

Comments: N/A

49300 RESOLUTION AUTHORIZING THE PURCHASE OF A 2015 CHEVROLET EXPRESS 2500 CARGO VAN FROM MALL CHEVROLET THROUGH STATE CONTRACT #A88213 FOR \$20,684.70.

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

Comments: N/A

49301 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY AND GLASSBORO FOR THE INTERSECTION IMPROVEMENTS TO COUNTY ROUTE 553 AT HIGH STREET.

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

Comments: N/A

49302 RESOLUTION CONCURRING WITH THE CITY OF WOODBURY RESOLUTION REGARDING NEW JERSEY TRANSIT BUS STOPS ALONG EAST BARBER AVENUE.

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

Comments: N/A

49303 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.

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

Comments: N/A

49304 RESOLUTION AUTHORIZING A CONTRACT AMENDMENT INCREASE #01 WITH FEDERICI & AKIN, P.A., IN AN AMOUNT NOT TO EXCEED \$35,000.00.

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

Comments: N/A

49305 RESOLUTION AUTHORIZING A CONTRACT AMENDMENT INCREASE #01 WITH PENNONI ASSOCIATES, INC., IN AN AMOUNT NOT TO EXCEED \$55,000.00.

	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 EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

49306 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.

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

Comments: N/A

49307 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.

	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 BUILDINGS & GOVERNMENT SERVICES

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

49308 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

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

Comments: N/A

49309 RESOLUTION AUTHORIZING THE PURCHASE OF CONDUCTED ENERGY DEVICES THROUGH STATE CONTRACT #A81321 FROM TASER INTERNATIONAL FOR \$37,866.92.

	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 HEALTH & HUMAN SERVICES

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

49310 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.

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

Comments: N/A

49311 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

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

Comments: N/A

49312 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.

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

Comments: N/A

49313 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.

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

Comments: N/A

49314 RESOLUTION AUTHORIZING THE DIVISION HEAD OF DISABILITY SERVICES TO ACCEPT AND TO DISTRIBUTE PROPORTIONATE FUNDS FOR FY2015.

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

Comments: N/A

49315 RESOLUTION AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT AND TO DISTRIBUTE PROPORTIONATE FUNDS FOR FY2015.

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

Comments: N/A

49316 RESOLUTION AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT AND TO DISTRIBUTE PROPORTIONATE FUNDS FOR FY2015.

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

Comments: N/A

49317 RESOLUTION AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT AND TO DISTRIBUTE PROPORTIONATE FUNDS FOR FY2015.

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

Comments: N/A

49318 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

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

Comments: N/A

49319 RESOLUTION AUTHORIZING A GRANT AGREEMENT WITH THE NATIONAL EMERGENCY FOOD AND SHELTER PROGRAM FOR ITS PHASE 32 GRANT FOR \$14,050.00.

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

Comments: N/A

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 7:08 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

A-1

RESOLUTION AUTHORIZING A CLOSED SESSION TO DISCUSS THE STATUS OF AND POSSIBLE SETTLEMENT OF GLOUCESTER COUNTY V. WEST DEPTFORD TOWNSHIP, ET AL., DOCKET NO. GLO-L-871-14

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester is subject to the requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6 et. seq.; and

WHEREAS, the Open Public Meetings Act of the State of New Jersey generally requires that all meetings of public bodies be open to the public; and

WHEREAS, the Open Public Meetings Act further provides that a public body may exclude the public from a portion of a meeting at which the public body discusses items enumerated in the Open Public Meetings Act at N.J.S.A. 10:4-12b, which items are recognized as requiring confidentiality; and

WHEREAS, it is necessary and appropriate for the Board of Chosen Freeholders of the County of Gloucester to discuss certain matters in a meeting not open to the public consistent with N.J.S.A. 10:4-12b.

NOW, THEREFORE BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, pursuant to the Open Public Meetings Act of the State of New Jersey that:

1. The Board of Chosen Freeholders of the County of Gloucester shall hold a closed meeting, from which the public shall be excluded, on July 8, 2015.
2. The general nature of the subject to be discussed at said closed meeting shall be the status of the litigation matter as entitled above.
3. The minutes of said closed meeting shall be made available for disclosure to the public, consistent with N.J.S.A. 10:4-13, when the item which is the subject of the closed session discussion is resolved and a reason for confidentiality no longer exists.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, July 8, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

A.2

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 **\$2,391.00**, which item is now available as a revenue from the State of New Jersey, Department of Human Services Area Plan Grant, to be appropriated under the caption of the State of New Jersey, Department of Human Services Area Plan Grant - *Other Expenses*;
- (2) The sum of **\$1,848,705.00**, which item is now available as a revenue from the State of New Jersey, Department of Labor and Workforce Development Workfirst New Jersey, to be appropriated under the caption of the State of New Jersey, Department of Labor and Workforce Development Workfirst New Jersey - *Other Expenses*;
- (3) The sum of **\$2,000,087.00**, which item is now available as a revenue from the State of New Jersey, Department of Labor and Workforce Development Workforce Innovations Opportunities Act (WIOA), to be appropriated under the caption of the State of New Jersey, Department of Labor and Workforce Development Workforce Innovations Opportunities Act (WIOA) - *Other Expenses*;

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, July 8, 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 CERTIFICATION OF
THE ANNUAL AUDIT FOR THE YEAR 2014**

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions; and

WHEREAS, the Annual Report of Audit for the 2014 has been filed by a Registered Municipal Accountant with the Clerk of the Board of Freeholders pursuant to N.J.S.A. 40A:5-4, and a copy has been received by each member of the governing body; and

WHEREAS, R.S. 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and

WHEREAS, the Local Finance Board had promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the governing body of each municipality and county shall, by resolution, certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled "Comments and Recommendations"; and

WHEREAS, the members of the governing body have personally reviewed, as a minimum, the Annual Report of Audit, and specifically the sections of the Annual Audit entitled "Comments and Recommendations", as evidenced by the group affidavit form of the governing body attached hereto; and

WHEREAS, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52, to wit:

R.S. 52:27BB-52: A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office.

NOW, THEREFORE BE IT RESOLVED that the Board of Chosen Freeholders of the County of Gloucester, hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Local Finance Board to show evidence of said compliance.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, July 8, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

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

A-4

**RESOLUTION RATIFYING SETTLEMENT OF THE LITIGATION MATTER
CAPTIONED JOSEPH KRAKORA, ET AL V. COUNTY OF GLOUCESTER, ET AL,
DOCKET NO. BUR-L-1191-13**

WHEREAS, an action by Joseph Krakora as Public Defender for the State of New Jersey, Chad Gatewood, Timothy Harvey and Robert Prasch (“Plaintiffs”), was brought against the Counties of Gloucester, Cumberland, Salem, Burlington and Essex (“Defendants”) for claims asserted in connection with the closing of the Gloucester County Correctional facility; and

WHEREAS, the County and the Plaintiffs have reached a proposed agreement in the resolution of all claims in the lawsuit, including all related claims which could have been asserted in this matter in accordance with the terms set forth in the Settlement Agreement and General Release which has been prepared, and is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the proposed Settlement Agreement and Stipulation of Dismissal with Prejudice will resolve all claims and require no payment of funds by the County; and

WHEREAS, the County admits no liability as to any claims which were a part of this action.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that resolution of this matter is hereby approved and ratified, and that the appropriate official of the County is authorized to execute the documents necessary to effectuate the settlement.

BE IT FURTHER RESOLVED that the County’s legal representative is authorized to file the appropriate Stipulation of Dismissal with Prejudice with the Superior Court of New Jersey, Burlington County.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester held on Wednesday, July 8, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (hereinafter "this Agreement") is entered into by and between Defendants, the Counties of Gloucester & Salem and Their Boards of Chosen Freeholders, ("Defendants"), and Joseph Krakora As Public Defender For The State of New Jersey, Chad Gatewood, Timothy Harvey and Robert Prasch ("Plaintiffs"), and

WHEREAS, Plaintiffs filed a Complaint against defendants in the Superior Court of New Jersey entitled Krakora, et al v. County of Gloucester, et al, bearing Docket No. BUR-L-1191-13 (the "Lawsuit"), and has asserted claims in connection with the Defendants closing the Gloucester County Correctional facility; and

WHEREAS, the parties settled all controversies between them, including plaintiffs' claims in the Lawsuit and including any and all related claims which were or could have been asserted as of the effective date of the settlement as defined in paragraph 13 herein, whether such claims are presently known or unknown; and

WHEREAS, all parties acknowledge that the merits of the controversy are in dispute and have not been finally adjudicated, and that no party admits any liability to any other, but all have reasons to desire amicable resolution of the matter, including to avoid the costs of litigation; and

NOW, for and in consideration of the agreements, covenants and conditions herein contained, the adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, the parties agree as follows:

1. The terms of settlement:

- (a) Gloucester County shall provide, within sixty (60) days of the execution of this Agreement, a video conference connection and any needed hardware/software, installed at the Gloucester County Public Defender's Office at the County of Gloucester's expense, to enable attorneys to hold confidential non-recorded video teleconference interviews with their clients, while the client remains at his/her detention facility; the Gloucester County DOC or designated authorities at the detaining jail facility shall maintain private cubicles or booths for the inmate to participate via video-computer hookup in the video conference with his or her attorney. The video conference system to be installed at the County of Gloucester's expense will provide attorneys within the public defenders' office access to the video transmission at his or her desktop office computer, so that each attorney may hold his or her video conferences with the client in the attorney's office. The public defender must provide a list of names and contact information for the attorneys within the public defender's office whose computers will be installed with the video conferencing technology by the County of Gloucester. Defendants shall arrange for and see that an inmate is made available for a requested video conference within 24 hours of counsel making such a request.

Exhibit A

The video conference option shall be utilized solely at the request of counsel, and no inmate is required to utilize it. The inmate and his or her counsel may insist upon in person visits in Woodbury. Such in person visits shall be accommodated in accordance with current transportation policy.

- (b) When there are fewer than five (5) inmates in the holding area of the Gloucester County Correctional Facility, they shall be unshackled while in the holding cells, absent a specific finding by the Warden, in his sole discretion, that a given inmate or inmates pose a security risk. However, inmates will be shackled during attorney-client interviews and meetings. Nothing in this agreement shall be construed to have any effect upon the Plaintiff's rights to challenge or contest any decision to substitute video appearances for in-person appearances in Court. Plaintiffs also reserve their rights to challenge any departures from 'current transportation policy' that occur on or after the execution of this Agreement, and nothing in this Agreement shall be construed as a release or waiver of such right.
- (c) Plaintiffs agree to dismiss with prejudice the Lawsuit with no payment of fees or costs to any party.

2. Dismissal of Action: Plaintiffs understand and agree that counsel for the Defendants will file with the Superior County of New Jersey an executed original of the Stipulation of Dismissals with Prejudice with regard to the Lawsuit. The parties understand and agree that the terms of the aforesaid dismissal is expressly incorporated by reference within this Settlement Agreement and General Release as if fully set forth herein.

3. Release in Consideration for 1 a, b & c (above) and Other Consideration Provided for in this Agreement: In consideration for the terms set forth in Section 1 (a), (b) & (c) and other consideration provided for in this agreement, plaintiffs, personally and for their estate and heirs, waives, releases and gives up any and all claims, demands, obligations, damages, liabilities, causes of action and rights, in law or in equity, known and unknown, that they may have against all defendants, their agents, representatives and employees (present and former), and their respective successors and assigns, heirs, executors and personal or legal representatives, based upon any act, event or omission occurring before the execution of this Agreement, including, but not limited to, any events related to, arising from, or in connection with defendants housing and transportation of inmates / pre-trial detainees, the closing of the Gloucester County Correctional Facility and/or any other association with the Defendants. Plaintiffs specifically waive, release and give up any and all claims arising from or relating to their housing, transportation, holding or detention by any Defendants, and/or association with the defendants based upon any act, event or omission occurring before the date of execution of this settlement agreement, including but not limited to, any claim that was asserted or could have been asserted under any federal and/or state statutes, regulations and/or common law. Plaintiffs specifically waive, release and give up any and all claims arising from or relating to their housing, transportation, holding or detention by any Defendants and/or association with Defendants, based upon any act, event or omission occurring before the effective date of the

settlement as defined in paragraph 10, including but not limited to, any claim that was asserted or could have been asserted under the United States Constitution and Bill of Rights, the New Jersey Constitution, any Federal and/or State statutes, regulations and/or common law and any other federal, state or local, civil or human rights law or any other local, state or federal law, regulation or ordinance, any provision of any federal or state constitution, any public policy, contract, tort or common law, conversion, spoliation, or any losses, injuries or damages (including back pay, front pay, liquidated, compensatory or punitive damages, attorney's fees and, litigation costs).

4. No Claims Permitted/Covenant Not to Sue: Plaintiffs waives their right to file any charge or complaint on their own behalf and/or participate as a complainant, plaintiffs, or charging party in any charge or complaint which may be made by any other person or organization on their behalf, with respect to anything which has happened up to the execution of this Agreement before any federal, state or local court or administrative federal, state or local agency against the Defendants, except if such waiver is prohibited by law. Should any charge or complaint be filed, plaintiffs agree that they will not accept any relief or recovery therefrom. Plaintiffs confirm that no such charge, complaint or action exists in any forum or form other than the Complaint bearing Docket No BUR-L-1191-13, and hereby covenants not to file any charge, complaint or action in any forum or form against the Defendants based upon anything which is encompassed by the terms of this Agreement. Except as prohibited by law, in the event that any such charge, complaint or action is filed by Plaintiffs, it shall be dismissed with prejudice upon presentation of this Agreement.

5. Attorneys Fees and Costs: Plaintiffs agree that they will bear their own costs and attorney's fees which have been incurred in connection with the within matter and in connection with the negotiation and preparation of this Agreement and that no payments shall be sought by or owed to Plaintiffs, the union or their attorneys from Defendants in connection with this matter; the parties also agree that no monies shall be sought by any Defendants from Plaintiffs.

6. No Admission of Liability: It is expressly understood that neither the execution of this agreement nor any other action taken by the Defendants in connection with Plaintiffs' alleged claims or this settlement, constitutes an admission by any of the Defendants of any violation of any law, duty or obligation, or that any decisions or actions taken in connection with plaintiffs were unwarranted, unjustified, retaliatory, discriminatory, wrongful or otherwise unlawful.

7. Entire Agreement: This Agreement contains the sole and entire agreement between the parties hereto and fully supersedes any and all prior agreements and understanding pertaining to the subject matter hereof, and is intended to memorialize the settlement of Plaintiffs' claims. Plaintiffs represent and acknowledge that, prior to executing this Agreement, they consulted their attorney, that they had ample time to do so that they obtained the advice of counsel prior to making the decision to execute the Agreement and that they had not relied upon any representation or statement not set forth in this Agreement made by any Defendants thereto, or, Defendants' counsel or representatives, with regard to the subject matter of this Agreement. No other promises or agreements shall be binding unless in writing, signed by the parties hereto, and expressly stated to represent an amendment to this Agreement.

8. Severability: The parties agree that if any court declares any portion of this agreement unenforceable, the remaining portion shall be fully enforceable.

9. Applicable Law: This settlement Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey. The parties agree that any action to enforce or interpret this Agreement shall only be brought in a court of competent jurisdiction in the State of New Jersey, which the parties hereby acknowledge and agree to be the Superior Court of New Jersey.

10. This Settlement Agreement and General Release is not intended to be used and shall not be used as evidence or for any other purpose in any other action or proceeding, other than evidence of the parties' compromise as set forth herein or to enforce the terms of this Settlement Agreement and General Release.

11. Plaintiffs understand and acknowledge that they are aware of their legal rights to consider the Agreement for a period of 21 DAYS, which such period shall expire on June 20, 2014. Plaintiffs further understand and acknowledge that, at their option, the Agreement may be executed prior to the expiration of the 21 DAY period.

12. Plaintiffs understand and acknowledge that they have seven (7) days following the execution of the Agreement to revoke the terms of the Agreement. Any notice of revocation hereunder must be made in writing and delivered within seven (7) days of the execution of the Agreement to WILLIAM M. TAMBUSSI, ESQ., BROWN & CONNERY, LLP, 360 HADDON AVENUE, WESTMONT, NJ 08108. For the revocation to be effective, written notice must be received by WILLIAM M. TAMBUSSI, ESQ. no later than the close of business on the seventh (7th) day after Plaintiffs sign the Agreement. If Plaintiffs revoke the Agreement, it shall be null and void, and the obligations or entitlements of both parties under the Agreement shall be eliminated.

13. This Agreement, including but not limited to the Defendants' obligations hereunder, is not effective until the expiration of seven (7) calendar days following the date the Agreement is signed by Employee (the "Effective Date").

14. BY SIGNING THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE, PLAINTIFFS and UNION ACKNOWLEDGE:

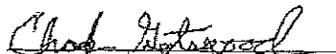
- A. THEY HAVE READ IT;
- B. THEY UNDERSTAND IT AND KNOW THEY ARE GIVING UP IMPORTANT RIGHTS;
- C. THEY AGREE WITH EVERYTHING IN IT;
- D. THEIR ATTORNEY NEGOTIATED THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE WITH THEIR KNOWLEDGE AND CONSENT;

- E. THEY HAS BEEN ADVISED TO CONSULT WITH THEIR ATTORNEY PRIOR TO EXECUTING THIS SETILEMENT AGREEMENT AND GENERAL RELEASE, AND HAS IN FACT DONE SO; AND
- F. THEY HAVE SIGNED THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE KNOWINGLY AND VOLUNTARILY.

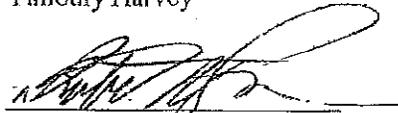
IN WITNESS WHEREOF, the parties have hereunto set their hands.

PLAINTIFFS:

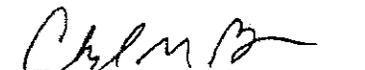
Joseph Krakora


Chad Gatewood

Timothy Harvey


Robert Prasch

DEFENDANTS:


Chad Bruner

(Salem County Administrator)

AS

**RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE
TAX COURT TAX APPEALS**

WHEREAS, the Plaintiff, Deptford Commons v. Deptford, Docket Numbers 009791-2012, 004403-2013, 004899-2014, 001817-2015, represented by Robert D. Blau, Esquire filed state tax appeals contesting the assessment on the subject property known as Block 1.04, Lot 8; and the Plaintiff, Plaza at Deptford v. Deptford, Docket Numbers 005185-2011, 010137-2012, 004393-2013, 004902-2014, 001821-2015, represented by Robert D. Blau, Esquire filed state tax appeals contesting the assessment on the subject property known as Block 5, Lot 8; and the Plaintiff, United Artists/Regal Entertainment v. Washington Township, Docket Numbers 010171-2013, 001456-2014, 004559-2015 represented by Douglas L. Heinold, Esquire filed state tax appeals contesting the assessment on the subject properties known as Block 87.01, Lot 2.13; and the Plaintiff, Crosskeys Assocs c/o Regal Cinema v. Washington Township, Docket Numbers 010170-2013, 001050-2014, 004392-2015 represented by Douglas L. Heinold, Esquire filed state tax appeals contesting the assessment on the subject property known as Block 115, Lot 25; and

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

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

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

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

Block 1.04, Lot 8, Deptford Commons, LLC v. Deptford:

Tax Year	Original Assessment	Requested Tax Court Judgment
2012	\$18,174,000	\$14,000,000
2013	\$18,174,000	\$12,000,000
2014	\$18,174,000	\$11,500,000
2015	\$18,174,000	\$10,900,000

Block 5, Lot 8, Plaza at Deptford v. Deptford:

Tax Year	Original Assessment	Requested Tax Court Judgment
2011	\$6,531,100	WITHDRAW
2012	\$13,304,200	\$9,900,000
2013	\$13,304,200	\$9,500,000
2014	\$13,304,200	\$9,000,000
2015	\$13,304,200	\$8,000,000

Block 87.01, Lot 2.13, United Artists/Regal Entertainment v. Washington Township:

Tax Year	Original Assessment	Requested Tax Court Judgment
2013	\$9,106,800	WITHDRAW
2014	\$9,106,800	\$8,800,000
2015	\$9,106,800	\$8,400,000

Block 115, Lot 25, Crosskeys Assocs c/o Regal Cinema v. Washington Township:

Tax Year	Original Assessment	Requested Tax Court Judgment
2013	\$6,411,300	WITHDRAW
2014	\$6,411,300	\$6,200,000
2015	\$6,411,300	\$5,900,000

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, July 8, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER
ADMINISTRATOR/CLERK OF THE BOARD

A5

Maurice L. Stone, Esq.
Attorney Identification No.: 005471985
DeCotiis, Fitzpatrick & Cole, LLP
Glenpointe Centre West
500 Frank W. Burr Boulevard
Teaneck, NJ 07666
(201)928-1100

DEPTFORD COMMONS, LLC,

Plaintiff,

v.

DEPTFORD TOWNSHIP,

Defendant.

TAX COURT OF NEW JERSEY
COUNTY OF GLOUCESTER

Docket Nos.: 009791-2012, 004403-
2013, 04899-2014, 001817-2015

Civil Action

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

STIPULATION OF SETTLEMENT
(Local Property Tax)

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

Block 1.04	Lot 8	Unit Qualifier
Street Address 1800 Clements Bridge Road		Year 2012

Court	County Tax Board		Requested Tax
	Original Assessment	Judgment	Judgment
Land	\$ <u>11,119,600</u>	N/A	\$ <u>5,754,000</u>
Improvements	\$ <u>7,054,400</u>		\$ <u>8,246,000</u>
Total	\$ <u>18,174,000</u>		\$ <u>14,000,000</u>

Block 1.04	Lot 8	Unit Qualifier
Street Address 1800 Clements Bridge Road		Year 2013

Court	County Tax Board		Requested Tax
	Original Assessment	Judgment	Judgment
Land	\$ 11,119,600	N/A	\$ 5,754,000
Improvements	\$ 7,054,400		\$ 6,246,000
Total	\$ 18,174,000		\$ 12,000,000

Block 1.04	Lot 8	Unit Qualifier
Street Address 1800 Clements Bridge Road		Year 2014

Court	County Tax Board		Requested Tax
	Original Assessment	Judgment	Judgment
Land	\$ 11,119,600	N/A	\$ 5,754,000
Improvements	\$ 7,054,400		\$ 5,746,000
Total	\$ 18,174,000		\$ 11,500,000

Block 1.04	Lot 8	Unit Qualifier
Street Address 1800 Clements Bridge Road		Year 2015

Court	County Tax Board		Requested Tax
	Original Assessment	Judgment	Judgment
Land	\$ 11,119,600	N/A	\$ 5,754,000
Improvements	\$ 7,054,400		\$ 5,146,000
Total	\$ 18,174,000		\$ 10,900,000

2. The parties agree that there has been no change in value or municipal wide revaluation or reassessment adopted for the tax year(s) 2016 and 2017, and therefore agree that the provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall be applicable to the assessment on the property referred to herein for said Freeze Act year(s). No Freeze Act year(s) shall be the basis for application of the Freeze Act for any subsequent year(s). The Office of Assessment agrees not to increase the assessment from \$10,900,000 in tax years 2016 or 2017, unless there is a substantial improvement to the property notwithstanding whether there is a revaluation or reassessment.
3. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the Stipulation. The Office of Assessment has been consulted by the attorney for the Office of Assessment with respect to this settlement and has concurred.
4. This agreement shall apply to any assignee, tenant and successor in interest of the subject property.
5. No party shall file an appeal for the tax year 2016 for the subject property except to enforce this settlement.
6. Based upon the foregoing, the undersigned represent to the Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.
7. Taxpayer waives all pre and post judgment interest that may otherwise be payable provided that the refund is paid to taxpayer within sixty (60) days of judgment.
8. All the terms of this Stipulation of Settlement not contained within the Judgment shall survive entry of Judgment.

Dated: _____

 LAW OFFICES OF ROBERT D. BLAU,
 ESQUIRE
 Attorney for Plaintiff

Dated: _____

 MAURICE L. STONE, ESQUIRE
 Attorney for Office of Assessment

COUNTY OF GLOUCESTER

Dated: _____

 ROBYN GLOCKER-HAMMOND
 County Tax Assessor

Maurice L. Stone, Esq.
 Attorney Identification No.: 005471985
 Decotiis, Fitzpatrick & Cole, LLP
 Glenpointe Centre West
 500 Frank W. Burr Boulevard
 Teaneck, NJ 07666
 (201)928-1100

PLAZA AT DEPTFORD :
 Plaintiff,
 v.
 DEPTFORD TOWNSHIP,
 Defendant.
 P.J.T.C.

TAX COURT OF NEW JERSEY
 COUNTY OF GLOUCESTER

Docket Nos.: 005185-2011, 010137-
 2012, 004393-2013, 004902-2014
 and 001821-2015

Civil Action

Honorable Patrick DeAlmeida,

STIPULATION OF SETTLEMENT
(Local Property Tax)

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

Block 5	Lot 8	Unit Qualifier
Street Address 1450 Clements Bridge Road		Year 2011

Court	County Tax Board		Requested Tax
	Original Assessment	Judgment	Judgment
Land	\$ 2,581,100	N/A	\$ Withdraw
Improvements	\$ 3,950,000		\$
Total	\$ 6,531,100		\$

Block 5	Lot 8	Unit Qualifier
Street Address 1450 Clements Bridge Road		Year 2012

Court	County Tax Board		Requested Tax
	Original Assessment	Judgment	Judgment
Land	\$ 5,015,300	N/A	\$ 4,458,000
Improvements	\$ 8,288,900		\$ 5,442,000
Total	\$ 13,304,200		\$ 9,900,000

Block 5	Lot 8	Unit Qualifier
Street Address 1450 Clements Bridge Road		Year 2013

Court	County Tax Board		Requested Tax
	Original Assessment	Judgment	Judgment
Land	\$ 5,015,300	N/A	\$ 4,458,000
Improvements	\$ 8,288,900		\$ 5,042,000
Total	\$ 13,304,200		\$ 9,500,000

Block 5	Lot 8	Unit Qualifier
Street Address 1450 Clements Bridge Road		Year 2014

Court	County Tax Board		Requested Tax
	Original Assessment	Judgment	Judgment
Land	\$ 5,015,300	N/A	\$ 4,458,000
Improvements	\$ 8,288,900		\$ 4,542,000
Total	\$ 13,304,200		\$ 9,000,000

Block 5	Lot 8	Unit Qualifier
Street Address 1450 Clements Bridge Road		Year 2015

Court	County Tax Board		Requested Tax
	Original Assessment	Judgment	Judgment
Land	\$ 5,015,300	N/A	\$ 4,458,000
Improvements	\$ 8,288,900		\$ 3,542,000
Total	\$ 13,304,200		\$ 8,000,000

2. The parties agree that there has been no change in value or municipal wide revaluation or reassessment adopted for the tax year(s) 2016 and 2017, and therefore agree that the provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall be applicable to the assessment on the property referred to herein for said Freeze Act year(s). No Freeze Act year(s) shall be the basis for application of the Freeze Act for any subsequent year(s).
3. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the Stipulation. The Office of Assessment has been consulted by the attorney for the Office of Assessment with respect to this settlement and has concurred.
4. This agreement shall apply to any assignee, tenant and successor in interest of the subject property.
5. No party shall file an appeal for the tax year 2016 for the subject property except to enforce this settlement.
6. Based upon the foregoing, the undersigned represent to the Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.
7. Taxpayer waives pre and post judgment interest that may otherwise be payable provided that the refund is made within 60 days of judgment.

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

LAW OFFICES

Dated: _____

ROBERT D. BLAU, ESQUIRE
Attorney for Plaintiff

Dated: _____

MAURICE L. STONE, ESQUIRE
Attorney for Office of Assessment

COUNTY OF GLOUCESTER

Dated: _____

ROBYN GLOCKER-HAMMOND
County Tax Assessor

OFFICE OF COUNTY COUNSEL - COUNTY OF GLOUCESTER

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

CROSSKEYS ASSOCS c/o REGAL CINEMA,
 Plaintiff,
 v.
 WASHINGTON TOWNSHIP,
 Defendant.

TAX COURT OF NEW JERSEY
 COUNTY OF GLOUCESTER

Docket Nos.: 010170-2013
 001050-2014
 004392-2015

Civil Action

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

STIPULATION OF SETTLEMENT

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

Block 115	Lot 25	Unit Qualifier
Street Address 153 American Blvd.		Year 2013

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	<u>\$ 966,000</u>	<u>\$ 966,000</u>	WITHDRAW
Improvements	<u>\$5,445,300</u>	<u>\$5,445,300</u>	
Total	<u>\$6,411,300</u>	<u>\$6,411,300</u>	

Block 115	Lot 25	Unit Qualifier
Street Address 153 American Blvd.		Year 2014

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	\$ 966,000	N/A	\$ 966,000
Improvements	\$5,445,300		\$5,234,000
Total	\$6,411,300		\$6,200,000

Block 115	Lot 25	Unit Qualifier
Street Address 153 American Blvd.		Year 2015

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	\$ 966,000	N/A	\$ 966,000
Improvements	\$5,445,300		\$4,934,000
Total	\$6,411,300		\$5,900,000

2. The provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall not apply.
3. The parties agree that there has been no change in value or municipal wide revaluation or reassessment adopted for the tax year 2016, and therefore agree that the provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall be applicable to the assessment on the property referred to herein for said Freeze Act year(s). No Freeze Act year(s) shall be the basis for application of the Freeze Act for any subsequent year(s).

4. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the Stipulation. The Office of Assessment has been consulted by the attorney for the Office of Assessment with respect to this settlement and has concurred.
5. This agreement shall apply to any assignee, tenant and successor in interest of the subject property.
6. Plaintiff shall not file an appeal for tax year 2016 for the subject property except to enforce this settlement.
7. Any Counterclaims filed on behalf of Defendant be and are herein withdrawn.
8. Based upon the foregoing, the undersigned represent to the Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.
9. Taxpayer waives interest that may otherwise be payable pursuant to N.J.S.A. 54:3-27.2 and agrees to accept credits against future property taxes in lieu of any refund.
10. All the terms of this Stipulation of Settlement not contained within the Judgment shall survive entry of Judgment.

RAYMOND COLEMAN HEINOLD & NORMAN, LLP

Dated: _____

DOUGLAS L. HEINOLD, ESQUIRE
Attorney for Plaintiff

COUNTY OF GLOUCESTER

Dated: _____

ERIC M. CAMPO, ESQUIRE
Attorney for Office of Assessment

Dated: _____

ROBYN GLOCKER-HAMMOND
County Tax Assessor

OFFICE OF COUNTY COUNSEL - COUNTY OF GLOUCESTER

Eric M. Campo, Assistant County Counsel

Attorney Identification No.: 026721998

1200 North Delsea Drive – Building A

Clayton, New Jersey 08312

(856) 307-6425; Fax (856)307-6447

UNITED ARTISTS/REGAL ENTERTAINMENT, Plaintiff, v. WASHINGTON TOWNSHIP, Defendant.	TAX COURT OF NEW JERSEY COUNTY OF GLOUCESTER Docket Nos.: 010171-2013 001456-2014 004559-2015 <i>Civil Action</i> Honorable Patrick DeAlmeida, P.J.T.C. STIPULATION OF SETTLEMENT
---	---

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

Block 87.01	Lot 2.13	Unit Qualifier
Street Address 121 Tuckahoe Road		Year 2013

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	<u>\$1,002,500</u>	<u>\$1,002,500</u>	WITHDRAW
Improvements	<u>\$8,104,300</u>	<u>\$8,104,300</u>	
Total	<u>\$9,106,800</u>	<u>\$9,106,800</u>	

Block 87.01	Lot 2.13	Unit Qualifier
Street Address 121 Tuckahoe Road		Year 2014

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	<u>\$1,002,500</u>	N/A	<u>\$1,002,500</u>
Improvements	<u>\$8,104,300</u>		<u>\$7,797,500</u>
Total	<u>\$9,106,800</u>		<u>\$8,800,000</u>

Block 87.01	Lot 2.13	Unit Qualifier
Street Address 121 Tuckahoe Road		Year 2015

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	<u>\$1,002,500</u>	N/A	<u>\$1,002,500</u>
Improvements	<u>\$8,104,300</u>		<u>\$7,397,500</u>
Total	<u>\$9,106,800</u>		<u>\$8,400,000</u>

2. The provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall not apply.
3. The parties agree that there has been no change in value or municipal wide revaluation or reassessment adopted for the tax year 2016, and therefore agree that the provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall be applicable to the assessment on the property referred to herein for said Freeze Act year(s). No Freeze Act year(s) shall be the basis for application of the Freeze Act for any subsequent year(s).

4. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the Stipulation. The Office of Assessment has been consulted by the attorney for the Office of Assessment with respect to this settlement and has concurred.
5. This agreement shall apply to any assignee, tenant and successor in interest of the subject property.
6. Plaintiff shall not file an appeal for tax year 2016 for the subject property except to enforce this settlement.
7. Any Counterclaims filed on behalf of Defendant be and are herein withdrawn.
8. Based upon the foregoing, the undersigned represent to the Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.
9. Taxpayer waives interest that may otherwise be payable pursuant to N.J.S.A. 54:3-27.2 and agrees to accept credits against future property taxes in lieu of any refund.
10. All the terms of this Stipulation of Settlement not contained within the Judgment shall survive entry of Judgment.

RAYMOND COLEMAN HEINOLD & NORMAN, LLP

Dated: _____

DOUGLAS L. HEINOLD, ESQUIRE
Attorney for Plaintiff

COUNTY OF GLOUCESTER

Dated: _____

ERIC M. CAMPO, ESQUIRE
Attorney for Office of Assessment

Dated: _____

ROBYN GLOCKER-HAMMOND
County Tax Assessor

A-6

**RESOLUTION URGING GOVERNOR CHRISTIE TO PROTECT LOCAL PROPERTY
TAXPAYERS BY RESPECTING THE STRUCTURE AND PRESERVING THE
INTEGRITY OF THE FISCALLY SOLVENT LOCAL PENSION SYSTEMS**

WHEREAS, the local pension systems funded by county and municipal property taxpayer dollars and employee contributions are actuarially sound as counties and municipalities and their employees and retirees have prudently made their contributions to the pension funds; and

WHEREAS, the local pension systems include the local Public Employees Retirement System (PERS) funded at 73.9% and the local Police and Fire Retirement System (PERS) funded at 76.9% according to the latest valuation reports; and

WHEREAS, the local pension systems are close to or have exceeded the target funded ratio of 75% by fiscal year 2012 pursuant to the pension and health benefits reform law enacted in 2011, and have combined actuarial valued assets of \$42.0 billion with estimated retirement allowances due of \$3.0 billion; and

WHEREAS, while local pension funds are financially healthy, the State Employee Pension Funds controlled by the State of New Jersey are not due to well-documented decades of mismanagement; and

WHEREAS, the New Jersey Pension and Health Benefit Study Commission in its report entitled "A Roadmap to Resolution", recommends in part, moving toward a merger of all local pension funds with the underfunded State Employee Funds, a ill-advised change that would only bail out the State Pension funds at the expense of taxpayers, local governments, and county and municipal state employees who responsibly contributed to those funds; and

WHEREAS, the New Jersey Association of Counties (NJAC) recognizes that the State must take meaningful steps to make the State government funded pension systems more affordable for taxpayers and sustainable members, but objects to any reforms that would merge the local pensions systems with that of the State's, shifting the financial burden of fixing the underfunded State Pension Funds to local taxpayers; and

WHEREAS, it is in the best interest of county and municipal taxpayers and governing bodies across the State that the State reform its pension systems with viable, meaningful, and long-term solutions that pay off existing State pension deficits without affecting, diluting, or diverting valuable local pension system assets.

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

1. That NJAC does in fact hereby urge State leaders to protect local property taxpayers, governing bodies, and employees and retirees by preserving the structure and integrity of the fiscally solvent local pension systems.
2. That certified copies of this Resolution shall be forwarded to (1) the Governor of the State of New Jersey, (2) the President of the New Jersey State Senate, (3) the Speaker of the General Assembly and (4) the clerks of the boards of chosen freeholders of all twenty-one (21) counties.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, July 8, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

A-7

**RESOLUTION AUTHORIZING A CONTRACT WITH STORAGE ENGINE, INC.
FROM JULY 7, 2015 TO JULY 6, 2016 FOR \$32,376.00**

WHEREAS, the County of Gloucester seeks to contract for maintenance and license fees on the proprietary Laserfiche Electronic Document Management System using a value added reseller of the product; and

WHEREAS, N.J.S.A. 40A:11-5(dd) permits the performance of services for the support and maintenance of proprietary computer hardware and software without public advertising. The proprietary software value added reseller of the product necessary for the County's EDMS is Storage Engine, Inc. with offices at One Sheila Drive, Tinton Falls, New Jersey 07724; and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and N.J.S.A. 19:44A-20.4 et seq. This Vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

WHEREAS, the Purchasing Agent has certified the availability of funds for the total amount of \$32,376.00 pursuant to CAF #15-05443, which amount shall be charged against budget line item #5-01-20-140-001-20370.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the annual maintenance and licensing contract with Storage Engine, Inc. for the County's state certified EDMS for the total contract amount of \$32,376.00 from July 7, 2015 to July 6, 2016 is approved.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, July 8, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

A-7

**CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
STORAGE ENGINE, INC.**

THIS CONTRACT is made effective this 7th day of July, 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 **STORAGE ENGINE, INC.**, (a New Jersey Corporation) with offices at One Sheila Drive, Tinton Falls, New Jersey 07724, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for maintenance and license fees on our proprietary Laserfiche Electronic Document Management System using a value added reseller of the product; and

WHEREAS, the services related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to an existing system previously installed in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5 (dd); and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and pursuant to N.J.S.A. 19:44A-20.4 et seq., this Vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

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

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

TERMS OF AGREEMENT

1. **TERM.** Contractor shall provide annual license fees and software maintenance for our proprietary Laserfiche Electronic Document Management System for the period from July 7, 2015 to July 6, 2016.
2. **COMPENSATION.** The total contract amount is \$32,376.00. It is agreed and understood that acceptance and final payment to Contractor shall be considered a release in full of all claims against the County for the product or service delivered.

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.

3. **DUTIES OF CONTRACTOR.** Contractor shall provide all aspects of software maintenance and annual license fees for our proprietary Laserfiche Electronic Document Management System. The details of the services to be performed are set forth on the attached schedule per Contractor Quote #06162015 and Terms and Conditions.

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 RFP or Bid Specifications, whichever the case may be, 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 assignee shall arise, unless the County

shall elect to accept and to consent to such assignment or subcontract.

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

9. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Contractor based on the merits and abilities of Contractor 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 Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the Contractor 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.

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 carriers 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. **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.
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, County's Description of Services, Contractor's quote and Contractor's Terms and Conditions. Should there occur a conflict between this form of contract and/or County's Description of Services, Contractor's quote and Contractor's Terms and Conditions, this Contract and County's Description of Services shall prevail.

THIS CONTRACT is effective as of this 7th 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 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:

THE COUNTY OF GLOUCESTER

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

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

STORAGE ENGINE, INC.

(Please Print Name)

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 15-05443 DATE 6/29/2015

BUDGET NUMBER 5-01-20-140-001-20370

AMOUNT OF CERTIFICATION \$ 32376.00

DEPARTMENT I.T.

COUNTY COUNSEL Emmett Primas

DESCRIPTION OF PRODUCT OR SERVICE

Annual License Fees, and Maintenance
on Proprietary Laserfiche Electronic Document
Management System To cover one year
contract as of 7/1/15 to 7/1/16.

VENDOR NAME Storage Engine Inc

ADDRESS One Sheila Dr

CITY/STATE/ZIP Tinton Falls, NJ 07704

DEPARTMENT HEAD APPROVAL William R. Sage

PURCHASING AGENT [Signature] DATE _____

FREEHOLDER MEETING DATE 7/8/2015

WHITE: CLERK OF THE BOARD
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT
GOLD: COUNTY COUNSEL



One Sheila Drive
 Tinton Falls, NJ 07724
 Tel: 866-734-8899 x 243
 FAX: 732-747-6542
 bobr@storageengine.com

CUSTOMER

Contact: David Brice
 Name: County of Gloucester
 Address: 1 North Broad St.
 City, State, Zip: Woodbury, NJ 08096
 Phone: 856-251-6752
 Fax:
 E-Mail: dbrice@co.gloucester.nj.us

SHIP TO:

Contact: same
 Name:
 Address:
 City, State, Zip:
 Phone:
 Fax:
 E-Mail:

Quote #: GLOUCESTER_FORMS_06162015

Quote Expiration: 30 Days

QTY	PRODUCT	DESCRIPTION	Unit MSRP	Extended MSRP		Total Discounted Price
120	SEISYS-ENF01	Laserfiche (LF) Rio Full User	\$ 700.00	\$ 84,000.00		\$ 84,000.00
1	SEISYS-ERM	LF Rio Records Management	\$ 8,400.00	\$ 8,400.00		\$ 8,400.00
1	SEISYS-EFRM	LF Rio Forms	\$ 8,400.00	\$ 8,400.00		\$ 8,400.00
1	SEISYS-EPXFRM	LF Forms Enterprise Portal Add-On	\$ 24,000.00	\$ 24,000.00		\$ 24,000.00
1	SEISYS-QC4	LF Quick Fields Basic	\$ 2,500.00	\$ 2,500.00		\$ 2,500.00
1	SEISYS-QCX	LF Quick Fields Complete	\$ 15,000.00	\$ 15,000.00		\$ 15,000.00
1	SEISYS-QF-1B	LF ScanConnect	\$ 165.00	\$ 165.00		\$ 165.00
1	SEISYS-QF-10B	LF ScanConnect 10 PK	\$ 915.00	\$ 915.00		\$ 915.00
1	SEISYS-PLUS2	LF Plus Publishing	\$ 3,800.00	\$ 3,800.00		\$ 3,800.00
					Total	\$ 147,180.00
					less credit	\$ 147,180.00
					Product Total	\$ -

LSAP Total \$30,276.00

Services Total \$2,100.00

Grand Total \$32,376.00

Notes: 1) Existing LSAPs expire 7/30/15. 2) LSAPs would renew with new Rio order. 3) Rio named users include Snapshot, E-Mail Plug-in, Web Access, Workflow, and Digital Signatures.

x:	Authorized Signature	Purchase Order No.:
DELIVERY: 21 Days ARO	SEI CONFIDENTIAL	DATE:
F.O.B. Tinton Falls, NJ		Prepared by: Bob Rozinski
Terms: Net 30		Phone: 732-747-6995 x243
Date of Quote:		Fax: 732-747-6542
	16-Jun-15	E-Mail: bobr@storageengine.com
Storage Engine, Inc. Standard Terms and Conditions Apply		

By signing below, you are certifying that the information you have provided is accurate, and that you are aware that if you have made any misrepresentation in this certification, then you and/or your business entity will be liable for any penalty permitted under the law.

Name of Business Entity: Storage Engine, Inc.
Signed: [Signature] Title: SA Consultant - ECMS
Print Name: Robert R. Bozanski Date: 6/24/15

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.

BUSINESS ENTITY DISCLOSURE CERTIFICATION
Contracting Agency: County of Gloucester

N.J.S.A. 19:44A-20-4 et seq., commonly known as the New Jersey Local Unit Pay-to-Play Law, provides that Gloucester County may not award a contract for more than \$17,500.00 to any business entity which has made certain reportable campaign contributions unless the contract is awarded pursuant to a fair and open process.

Reportable campaign contributions (as defined by N.J.S.A. 19:44A-1 et seq.) may not have been made to any County committee of a political party in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County at the time that 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.

The law further prohibits the business entity receiving the contract from making such contributions during the term of the contract, unless the contract is awarded pursuant to a fair and open process.

Having considered the limitations set forth above, the undersigned business entity hereby certifies that neither it nor anyone with an interest in it has, during the one year period preceding the award of the contract, made such a reportable contribution that would bar the award of a contract to it. The undersigned further certifies that neither it, nor anyone within an interest in it, will make any such contribution during the term of the contract awarded.

The undersigned is fully aware that if he/she has made any misrepresentation in this certification, he/she and/or the business entity will be liable for any penalty permitted under the law.

Name of Business Entity: Storage Engine, Inc.
Signed: Robert H. Rojewski Title: SR Consultant & MS
Print Name: Robert H. Rojewski Date: 6/24/15

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.

A8

**RESOLUTION APPOINTING A MEMBER TO THE
GLOUCESTER COUNTY LIBRARY COMMISSION**

WHEREAS, there exists a Gloucester County Library Commission, on which
Commission there currently exists a vacancy; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester desires to
appoint a member to the Gloucester County Library Commission to fill said term.

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

1. **Andrea Reahm** is hereby appointed to fill the expired term of Ed Campbell,
said term commencing immediately and terminating on January 17, 2020.
2. Said appointment is 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, July 8, 2015, at Woodbury, New Jersey.

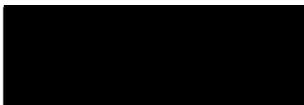


COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD



PERSONAL



EDUCATION

George Washington University, Washington, D.C.

Attended 1984-87; Political Science/International Relations

Honor & Activities: Recipient of Rotary International Scholarship
Resident Assistant GWU
Congressional Intern on Capitol Hill
Representative Richard Schultz

NJ Appraisal Institute.

Completed Appraisal I and II Coursework

Rutgers University Institute of Government

Completed Property Tax Administration I and II

EXPERIENCE

2010-Present Municipal Liaison and Clerk in County-wide Property Tax Assessment Pilot Program
Gloucester County Office of Assessment, Clayton, NJ

- ' At inception, represented Office of Assessment in all 24 towns in Gloucester County by maintaining scheduled satellite hours and met with residents to assist in transition from municipal to county based assessing.
- ' Currently meet on a scheduled monthly basis with towns Administrator, Tax Collector, and Construction Department personnel to ensure program success.
- ' Prepares reports, compiles and enters all data from each Construction Permit and Certificate. Responsible for scheduling all inspectors' appointments for assessing purposes.
- ' Attends Tax Collectors, Chief Financial Officers, Clerks and Mayors Associations meetings and presentations in order to maintain beneficial working relationships with each town.

2004-2010 Elementary School Teacher, Full time Substitute
Harrison Township, NJ

- ' Certified to instruct elementary students in History, Science, Math, Music, Spanish, Art, Computer Science
- ' Volunteer regularly for special education students

2005-Present Chairman/Vice Harrison Township Democrats
Harrison Township, NJ

- ' Campaign Manager 2005-2008 Township Committee
- ' Conducted and participated in various Election Day responsibilities together with fund raising, retaining poll workers and challengers, budget management, labor walks, campaign strategy, organized telephone banks and voter contact lists
- ' Volunteer for President-Elect Barack Obama campaign

2003-2006 Southern Living at Home, Small Business Division
Gloucester County, NJ

- ' Small business owner 2003-2006, responsibilities included marketing, budgeting, inventory management and meeting sale objectives

1995-1996 Assistant Director, Curriculum Development Council, Rowan University
Gloucester County, NJ

- ' Responsibilities included acting as a liaison between Rowan University and Southern New Jersey school districts in organization of seminars for continuing education of High School and Elementary teachers
- ' Assisted in grant requests for CDC

1991-1995 Technical Specialist, Diversified International Sciences Corporation
Pomona, NJ

- ' Responsibilities included oversight and implementation of necessary improvements in aviation software for the Federal Aviation Administration

Community Involvement:

Homeowners Assoc, Cider Press II, Mullica Hill, NJ, Office of Secretary, 2001-present
Clearview Girls Field Hockey Club, Harrison Township, NJ, Head Coach 2001-2008
Competitive Cheerleading, Harrison Township, NJ, Coach and Board Member, 2004-2007

A9

**RESOLUTION AUTHORIZING SETTLEMENT OF THE LITIGATION MATTER
CAPTIONED COUNTY OF GLOUCESTER v. TOWNSHIP OF WEST DEPTFORD
AND WEST DEPTFORD ENERGY ASSOCIATES URBAN RENEWAL, L.P.
DOCKET NO. GLO-L-871-14**

WHEREAS, an action by the County of Gloucester was brought against the Township of West Deptford and West Deptford Energy Associates Urban Renewal, L.P. for breach of contract pertaining to a Cooperative Agreement and Redevelopment Agreement which required West Deptford Township to provide the County with a ten percent (10%) share of the Annual Service Charge, or payments in lieu of taxes (PILOT), that the Township receives from Urban Renewal pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20A-1 et seq; and

WHEREAS, the matter was subject to mediation conducted by the Honorable John Sweeney, J.S.C. (retired) and the proposed settlement is a product of the mediation process; and

WHEREAS, the proposed Settlement and Stipulation of Dismissal with Prejudice will resolve all claims and require no payment of funds by the County; and

WHEREAS, the County admits no liability as to any claims which were a part of this action.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that resolution of this matter is hereby approved subject to the following terms:

1. The County consents and acknowledges that the Annual Service Charge for the first stage of the exemption agreement shall now commence January 1, 2015.
2. West Deptford shall pay the 10% of the gross service fee as set forth in the original contract beginning January 1, 2015.
3. The County shall accept the five percent (5%) of the gross amount of the servicing fee payment for calendar years 2012, 2013 and 2014. All amounts due from 2012, 2013 and 2014 shall be paid by West Deptford no later than January 30, 2016.

BE IT FURTHER RESOLVED that the County's legal representative is authorized to file the appropriate Stipulation of Dismissal with Prejudice with the Superior Court of New Jersey, Gloucester County, and execute any other documents necessary to finalize this matter.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, July 8, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

B-1

**RESOLUTION AUTHORIZING A CONTRACT WITH PHYSIO-CONTROL, INC.,
FOR \$28,761.15**

WHEREAS, the County, after due notice and advertisement, received sealed bids for the purchase of two (2) Lucas portable battery operated automated cardiopulmonary resuscitation devices; and

WHEREAS, after following proper public bidding procedure, it was determined that Physio-Control, Inc., with offices at 11811 Willows Road, NE, Redmond, Washington 98052 was the lowest responsive and responsible bidder to perform said services, for a total contract amount of \$28,761.15, as more specifically described in the bid specifications PD-015-026; and

WHEREAS, bids were publicly received and opened on June 23, 2015; and

WHEREAS, the Purchasing Agent of the County of Gloucester has certified the availability of funds pursuant in the amount of \$28,761.15, pursuant to C.A.F. # 15-05408 which amount shall be charged against budget line item C-04-14-020-250-20101.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract with Physio-Control, Inc., for the purchase of two (2) Lucas portable battery operated automated cardiopulmonary resuscitation devices, for a total contract amount of \$28,761.15.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, July 8, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

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

B-1

**CONTRACT BETWEEN
PHYSIO-CONTROL, INC.
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 8th day of **July, 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 **PHYSIO-CONTROL, INC.**, of 11811 Willows Road, NE, Redmond, WA 98052, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, the County, after due notice and advertisement, received sealed bids for the purchase of two (2) Lucas portable battery operated automated cardiopulmonary resuscitation devices; and

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

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

TERMS OF AGREEMENT

1. **TERM.** Contract shall be effective upon the execution of contract and Vendor shall complete delivery and all services as indicated in bid PD-015-026 or within a reasonable period of time.
2. **COMPENSATION.** Vendor shall be compensated in a total contract amount of \$28,761.15, as per PD-015-026.

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Vendor shall as set forth in specifications identified as PD-015-026, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense

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

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

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

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

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

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

13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this

contract, or to act upon a breach of this contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This contract consists of this contract documents, and the specifications identified as PD-015-026, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of contract and the specifications, then this contract shall prevail. If there should occur a conflict between either this form of contract or the specifications and the bid package, then this contract and the specifications shall prevail.

THIS CONTRACT is made effective this 8th 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.

ATTEST:

COUNTY OF GLOUCESTER

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

PHYSIO-CONTROL, INC.

By:
Title:

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

Certificate of Availability of Funds

TREASURER'S NO. 15-05408

DATE 6/23/15

BUDGET NUMBER - CURRENT ----- DEPARTMENT: ERC/EMS
C-04-14-020-250-20101

AMOUNT OF CERTIFICATION \$28,761.15

COUNTY COUNSEL Tom Campo

DESCRIPTION: **PURCHASE OF TWO (2) AUTOMATED CPR DEVICES (LUCAS 2)
AS PER PD 015-026.**

VENDOR: **PHYSIO-CONTROL, INC.**
ADDRESS: **11811 WILLOWS RD NE
PO BOX 97006
REDMOND, WA 98052-9706**

DEPARTMENT HEAD APPROVAL

APPROVED

RETURNED TO DEPARTMENT
NOT APPROVED

DATE PROCESSED 6-26-15

July 8, 2015
Freeholder Meeting

PD 015-026 Bid Opening 6/23/2015 10:00am		
SPECIFICATIONS AND PROPOSAL FORM FOR THE PURCHASE OF TWO LUCAS 2 (OR APPROVED EQUAL) PORTABLE BATTERY OPERATED AUTOMATED CARDIOPULMONARY RESUSCITATION DEVICES FOR THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC & 166LCP		
VENDOR: Physio-Control Inc. 11811 Willows Road NE Redmond, WA 98052 Jean Yu - Assoc. Strategic Pricing Analyst 800 442-1142 425 867-4970 Fax rs.physiocontrols-easi@physio-control.com	VENDOR: Tri-State Safety Solutions, LLC 609 Monument Rd. Pine Beach, NJ 08741 Felicya Morreale Co-Owner/Sr. Consult. 732 551-3833 732 691-4720 Fax amorreale@tssss-nj.com	
DESCRIPTION TWO (2) Automated CPR Devices	Lump Sum \$28,761.15	Lump Sum \$30,740.00
Brand Name ARO	Physio-Control Inc	Defibtech- Lifeline ARM
Variations: (if any)	Within 30 Days of receipt of purchase order NONE	6-8 Weeks
Will you extend your prices to local government entities within the County	NO	YES
Bid specifications sent to:	Prime Vendor Tri-State Safety Solutions LLC	Products Unlimited Construction Journal
Based upon the bids received, I recommend Physio-Control Inc. be awarded the contract as the lowest responsive, responsible bidder.		
		Sincerely, Robert J. McErlane Purchasing

2-1

**RESOLUTION AUTHORIZING THE EXECUTION OF THE PRE-APPLICATION FOR THE
USDA HOUSING PRESERVATION GRANT PROGRAM FOR \$50,000.00**

WHEREAS, the Rural Housing Service, an agency of the U.S. Department of Agriculture has published a Notice of Funds Availability for the Section 533 Housing Preservation Grant Program for FY 2015; and

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

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

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

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

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

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

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, July 8, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

C-1

GRANT REQUEST FORM

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

DATE: 6/23/15

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

2. GRANT TITLE: FY 2015 USDA Sec 533 Housing Preservation Grant

3. GRANT TERM: FROM: 10/01/2015 TO: 09/30/2017

4. COUNTY DEPARTMENT: PUBLIC WORKS - PLANNING DIVISION

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

6. NAME OF FUNDING AGENCY: US Department of Agriculture

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

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

NAME	AMOUNT	NAME	AMOUNT
N/A			

9. TOTAL SALARY CHARGED TO GRANT: \$ 0

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

11. IC CHARGED TO GRANT \$ N/A

12. FRINGE BENEFIT RATE CHARGED TO GRANT: 0 %

13. DATE APPLICATION DUE TO GRANTOR 7/6/2015

OK
MB
6/24/15

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

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

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

DEPARTMENT HEAD: Richard Watergard
 Signature

DATE: 6-23-15

.....
 Departmental Use Only

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

TREASURER'S OFFICE, GRANTS DIVISION:

1. _____
 Signature

2. _____
 Signature

2015 Housing Preservation Grant Goals and Objectives

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

Those assisted must own very low- or low-income housing, either as homeowners, landlords, or members of a cooperative. Very low income is defined as below 30 percent of the area median income (AMI); low income is between 50 and 80 percent of AMI.

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

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

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

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

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

**2015 GLOUCESTER COUNTY BUDGET –Housing Preservation Grant
OTHER EXPENSE EXPLANATIONS**

21287 HOMEOWNER REHAB

\$50,000

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

DEPARTMENT: PUBLIC WORKS –PLANNING DIVISION

**DEPARTMENT CODE 180
Submission Date: June 23,2015
Revision Date:**

Form: C-2

61

Application for Federal Assistance SF-424		Version 02
*1. Type of Submission		*2. Type of Application
<input checked="" type="checkbox"/> Preapplication	<input checked="" type="checkbox"/> New	*If Revision, select appropriate letter(s):
<input type="checkbox"/> Application	<input type="checkbox"/> Continuation	* Other (Specify)
<input type="checkbox"/> Changed/Corrected Application	<input type="checkbox"/> Revision	
*3. Date Received: July 6, 2015		4. Application Identifier:
5a. Federal Entity Identifier:		*5b. Federal Award Identifier:
State Use Only:		
6. Date Received by State: July 6, 2015		7. State Application Identifier:
8. APPLICANT INFORMATION:		
* a. Legal Name: County of Gloucester, New Jersey		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 21-6000660		*c. Organizational DUNS: 957362247
d. Address:		
*Street1: Gloucester County, Office of Government Services		
Street 2: 1200 N. Delsea Drive		
*City: Clayton		
County: Gloucester County		
*State: New Jersey		
Province:		
Country: USA		*Zip/ Postal Code: 08312
e. Organizational Unit:		
Department Name: Department of Public Works		Division Name: Division of Planning
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Ms.		First Name: Christina
Middle Name:		
*Last Name: Velazquez		
Suffix:		
Title: Senior Program Analyst, Division of Planning		
Organizational Affiliation: Gloucester County, Division of Planning		
*Telephone Number: 856-307-6664		Fax Number: 856-307-6656
*Email: cvelazquez@co.gloucester.nj		

Application for Federal Assistance SF-424

Version 02

Type of Applicant 1: Select Applicant Type: B. County Government

Type of Applicant 2: Select Applicant Type:
- Select One -

Type of Applicant 3: Select Applicant Type:
- Select One -

*Other (specify):

*10. Name of Federal Agency:
United States Department of Agriculture

11. Catalog of Federal Domestic Assistance Number:

10.433

CFDA Title:

Section 533 Housing Preservation Grant

*12. Funding Opportunity Number:

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

The proposed Gloucester County, New Jersey, USDA HPG assistance will be provided in the Borough of Clayton (Pop. 8,179), Elk Township (Pop. 4,216), Franklin Twp. (Pop. 16,820), Harrison Township (Pop. 12,417), Monroe Twp. (Pop. 36,129), the Borough of Paulsboro (Pop. 6,097), the Borough of Swedesboro (Pop. 2,584), Woolwich Township (Pop. 10,200)

*15. Descriptive Title of Applicant's Project:

Gloucester County Homeowner Rehabilitation Program -

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

Version 02

16. Congressional Districts Of: Gloucester Co. / Robert Andrews, CD NJ-01 & Frank LoBiondo, CD NJ-02

*a. Applicant NJ-01 & NJ-02

*b. Program/Project: NJ-01 & NJ-02

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project: Owner Occupied Housing Rehabilitation

*a. Start Date: September 1, 2015

*b. End Date: December 31, 2016

18. Estimated Funding (\$):

*a. Federal	\$50,000.00
*b. Applicant	\$300,000.00
*c. State	
*d. Local	
*e. Other	
*f. Program Income	\$50,000.00
*g. TOTAL	\$400,000.00

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372

*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)

- Yes
- No

. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

**I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Robert

Middle Name: M.

*Last Name: Damminger

Suffix:

*Title: Freeholder Director

*Telephone Number: 856-853-3390

Fax Number: 856-853-3495

*Email: rdamminger@co.gloucester.nj.us

*Signature of Authorized Representative:

Date Signed: July 6, 2015

REQUEST FOR ENVIRONMENTAL INFORMATION

Name of Project
HOUSING PRESERVATION
Location Multiple
Municipalities
In Gloucester Co.

Item 1a. Has a Federal, State, or Local Environmental Impact Statement or Analysis been prepared for this project?
 Yes No Copy attached as EXHIBIT I-A.
1b. If "No," provide the information requested in Instructions as EXHIBIT I.

Item 2. The State Historic Preservation Officer (SHPO) has been provided a detailed project description and has been requested to submit comments to the appropriate Rural Development Office. Yes No Date description submitted to SHPO See attached

Item 3. Are any of the following land uses or environmental resources either to be affected by the proposal or located within or adjacent to the project site(s)? (Check appropriate box for every item of the following checklist).

	Yes	No	Unknown		Yes	No	Unknown
1. Industrial	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	19. Dunes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Commercial	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	20. Estuary	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Residential	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	21. Wetlands	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Agricultural	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	22. Floodplain	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Grazing	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	23. Wilderness	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Mining, Quarrying	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>(designated or proposed under the Wilderness Act)</i>			
7. Forests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	24. Wild or Scenic River	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Recreational	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>(proposed or designated under the Wild and Scenic Rivers Act)</i>			
9. Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	25. Historical, Archeological Sites	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Parks	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>(Listed on the National Register of Historic Places or which may be eligible for listing)</i>			
11. Hospital	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	26. Critical Habitats	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>(endangered /threatened species)</i>			
13. Open spaces	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	27. Wildlife	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Aquifer Recharge Area	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	28. Air Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15. Steep Slopes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	29. Solid Waste Management	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Wildlife Refuge	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	30. Energy Supplies	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Shoreline	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	31. Natural Landmark	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
18. Beaches	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>(Listed on National Registry of Natural Landmarks)</i>			
				32. Coastal Barrier Resources System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Item 4. Are any facilities under your ownership, lease, or supervision to be utilized in the accomplishment of this project, either listed or under consideration for listing on the Environmental Protection Agency's List of Violating Facilities? Yes No

Signed: Robert M. Damminger
(Applicant)

(Date)

Freeholder Director
(Title)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collections is 0575-0094. The time required to complete this information collection is estimated to average 6 to 10 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

EQUAL OPPORTUNITY AGREEMENT

This agreement, dated 07-06-2015 between
THE COUNTY OF GLOUCESTER, NEW JERSEY

(herein called "Recipient" whether one or more) and United States Department of Agriculture (USDA), pursuant to the rules and regulations of the Secretary of Labor (herein called the 'Secretary') issued under the authority of Executive Order 11246 as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the USDA to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds \$10,000 - unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

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

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the USDA setting forth the provisions of this nondiscrimination clause.
- (b) The contractor 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 race, color, religion, sex or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the USDA, advising the said labor union or workers' representative of the contractor's commitments under this agreement and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of all rules, regulations and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the USDA Civil Rights Office, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.
- (g) The contractor will include the provisions of paragraph 1 and paragraph (a) through (f) in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the USDA may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

2. To be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the organization so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
3. To notify all prospective contractors to file the required 'Compliance Statement', Form RD 400-6, with their bids.
4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract. Bid conditions for all nonexempt federal and federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.
5. To assist and cooperate actively with USDA and the Secretary in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary, that will furnish USDA and the Secretary such information such as, but not limited to, Form AD-560, Certification of Nonsegregated Facilities, to submit the Monthly Employment Utilization Report, Form CC-257, as they may require for the supervision of such compliance, and that it will otherwise assist USDA in the discharge of USDA's primary responsibility for securing compliance.
6. To refrain from entering into any contract or contract modification subject to such Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by USDA or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order.
7. That if the recipient fails or refuses to comply with these undertakings, the USDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the organization under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such organization; and refer the case to the Department of Justice for appropriate legal proceedings.

Signed by the Recipient on the date first written above.

Recipient

Robert M. Dammingier Recipient

(CORPORATE SEAL)

Freeholder Director
THE COUNTY OF GLOUCESTER, NEW JERSEY

Name of Corporate Recipient

Attest:

Secretary

By _____
President

ASSURANCE AGREEMENT
(Under Title VI, Civil Rights Act of 1964)

The County of Gloucester

(name of recipient)

Gloucester County, Offices of Government Services, 1200 N. Delsea Drive, Clayton, NJ 08312

(address)

("Recipient" herein) hereby assures the U. S. Department of Agriculture that Recipient is in compliance with and will continue to comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et. seq.), 7 CFR Part 15, and Rural Housing Service, Rural Business-Cooperative Service, Rural Utilities Service, or the Farm Service Agency, (hereafter known as the " Agency") regulations promulgated thereunder, 7 C.F.R. §1901.202. In accordance with that Act and the regulations referred to above, Recipient agrees that in connection with any program or activity for which Recipient receives Federal financial assistance (as such term is defined in 7 C.F.R. §14.2) no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.

1. Recipient agrees that any transfer of any aided facility, other than personal property, by sale, lease or other conveyance of contract, shall be, and shall be made expressly, subject to the obligations of this agreement and transferee's assumption thereof.
2. Recipient shall:
 - (a) Keep such records and submit to the Government such timely, complete, and accurate information as the Government may determine to be necessary to ascertain our/my compliance with this agreement and the regulations.
 - (b) Permit access by authorized employees of the Agency or the U.S. Department of Agriculture during normal business hours to such books, records, accounts and other sources of information and its facilities as may be pertinent to ascertaining such compliance.
 - (c) Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Agency or the U.S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
3. The obligations of this agreement shall continue:
 - (a) As to any real property, including any structure, acquired or improved with the aid of the Federal financial assistance, so long as such real property is used for the purpose for which the Federal financial assistance is made or for another purpose which affords similar services or benefits, or for as long as the Recipient retains ownership or possession of the property, whichever is longer.
 - (b) As to any personal property acquired or improved with the aid of the Federal financial assistance, so long as Recipient retains ownership or possession of the property.
 - (c) As to any other aided facility or activity, until the last advance of funds under the loan or grant has been made.
4. Upon any breach or violation this agreement the Government may, at its option:
 - (a) Terminate or refuse to render or continue financial assistance for the aid of the property, facility, project, service or activity.
 - (b) Enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, County of Gloucester _____ on this
(name of recipient)

date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

(SEAL)

7/6/15

Recipient

Robert M. Damming,
Freeholder Director

Date

Attest: _____
Title

Title

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0018. The time required to complete this information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

C-2

RESOLUTION AUTHORIZING THE FIVE YEAR PY2015-2019 CONSOLIDATED PLAN AND ANNUAL ACTION PLAN ENCOMPASSING THE PY 2015 URBAN COUNTY ENTITLEMENT AND WASHINGTON TOWNSHIP ENTITLEMENT CDBG GRANTS AND THE HOME INVESTMENT PARTNERSHIP PROGRAM

WHEREAS, the County of Gloucester has prepared its five-year Consolidated Plan for the County and for the County's HOME Consortium, for the period September 1, 2015 through August 31, 2019 for which the purpose is to identify housing and community development needs, and to develop specific goals and objectives to address those needs over a five-year period and an Annual Action Plan for the County and for the County's HOME Consortium, for the period September 1, 2015 through August 31, 2016 to address those needs within a specific program year period; and

WHEREAS, said Plans are a requirement of the U.S. Department of Housing and Urban Development that the County must satisfy in order for the County and the Consortium to continue to receive Federal Home Investment Partnership program (HOME) and Community Development Block Grant (CDBG) funds; and

WHEREAS, the County of Gloucester has prepared an five year Consolidated Plan for 2015-2019 and an Annual Action Plan for the Program Year 2015 which includes the applications for funding of the Urban County Entitlement CDBG, HOME funds and Washington Township Entitlement CDBG Programs, said applications having been duly reviewed and considered, including supporting documentation that accounted for blight in the community, the needs of low and moderate income families, environmental factors, fiscal considerations, and the maintenance of local effort, in Community Development, HOME and Washington Township Entitlement activities.

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

1. The Five Year Consolidated Plan for 2015-2019 and the PY 2015 Annual Action Plan, which includes the applications for funding of the PY 2015 Urban County CDBG Entitlement, Washington Township Entitlement CDBG, and HOME Investment Partnership Programs, is hereby approved and the Freeholder Director is hereby authorized and directed to file a copy of said applications with the meeting minutes.
2. It is cognizant of the conditions that are imposed in the undertaking and carrying out of Urban County CDBG Entitlement, Washington Township Entitlement CDBG, and HOME Investment Partnership Programs activities with Federal financial assistance.
3. The Freeholder Director of the County of Gloucester is authorized to execute and file applications for financial assistance for such amounts as the U.S. Department of Housing and Urban Development is willing to make available to carry out the Urban County CDBG Entitlement, Washington Township Entitlement CDBG, and HOME Investment Partnership Programs, and to act as an authorized representative of the County of Gloucester.
4. The Freeholder Director of the County of Gloucester is hereby authorized to provide such assurances and execute any and all certifications as required by the U.S. Department of Housing and Urban Development, and also any additional or revised data which may be requested during the review of said applications.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, July 8, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

C.R.

GRANT REQUEST FORM
FOR TRUST FUND AND/OR
DEDICATION BY RIDER GRANTS

INCLUDE GRANT APPLICATION AND COMPLETED PROPOSAL. IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB GRANTEEES. ALSO INCLUDE BUDGET WITH COUNTY BUDGET NUMBERS. (PER BUDGET MANUAL)

DATE: 6/24/2015

1. TYPE OF GRANT: RENEWAL/CONTINUATION
2. GRANT TITLE: CDBG/HOME INVESTMENT PARTNERSHIPS
3. DEPARTMENT: PUBLIC WORKS-PLANNING DIVISION
4. GRANT TERM: FROM: 9/01/15 TO: 8/31/16
5. DEPT. CONTACT PERSON & PHONE NUMBER : Christina Velázquez x. 6664
6. NAME OF FUNDING AGENCY: US DEPT. OF HOUSING & URBAN DEVELOPMENT
7. BRIEF DESCRIPTION OF GRANT PROGRAM: The development of viable communities, by providing decent affordable housing and a suitable living environment for persons of low and moderate income.
8. PERSONNEL EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE NEW HIRE WITH AN ASTERISK*)

NAME	AMOUNT	NAME	AMOUNT
------	--------	------	--------

See Attached

9. TOTAL SALARY CHARGED TO GRANT: \$144,954.

10. INDIRECT COST (IC) RATE: N/A 11. INDIRECT COSTS CHARGED: N/A

12. FRINGE BENEFIT RATE CHARGED TO GRANT: 59.21%

13. DATE APPLICATION DUE TO GRANTOR: 7/15/15

(OVER)

14. FINANCIAL:

REQUESTED

MANDATED

GRANT FUNDS:

\$ 1,651,587.00

CASH MATCH:

-0-

Attach Documentation

IN-KIND MATCH

-0-

TOTAL PROGRAM BUDGET: \$ 1,651,587.00

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

YES X NO

DEPT. HEAD: Richard Watergard
Signature

DATE: 6/30/2014

DEPARTMENTAL USE ONLY

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

TREASURER'S OFFICE:

1. _____

2. _____

HOME BUDGET PY 2015-2016

ADMIN 10% LIMIT \$ 43,829.00
 CHDO Reserve @15% 65,743.50

\$ 438,290.00

PROGRAM COSTS \$ 394,461.00

3-08-715-180-10301	REGULAR PAY	\$ 31,061.85	T-03-08-715-180-21285	TBRA PROGRAM COST	\$ 63,000.00
3-08-715-180-20981	FICA ONLY (A)	\$ 2,376.23	T-03-08-714-180-21286	HOMEBUYERS	\$ 170,000.00
3-08-715-180-20982	FACILITY COST	\$ 3,390.92	T-03-08-715-180-21287	REHAB	\$ 95,718
3-08-715-180-21284	TBRA 10% ADMIN	\$ 7,000.00	T-03-08-715-180-21288	CHDO RESERVE (15%)	\$ 65,744

TOTAL 43,829.00 TOTAL 394,461.00

CDBG/HOME/WASHINGTON TWP FUNDING
9/1/15 THROUGH 8/31/2016

County Budget Number	TITLE	AMOUNT	\$	1,652,587.00
T-03-08-615-180-10101	REGULAR PAY- PROGRAM	\$ 38,435.48		
T-03-08-615-180-10301	ADMIN PAY - CDBG/WT	\$ 75,456.38		
T-03-08-615-180-20205	ADVERTISING (A)	\$ 3,500.00		
T-03-08-615-180-20210	AUDIT (A)	\$ 5,000.00		
T-03-08-615-180-20215	Planning Consultant (A)	\$ 25,000.00		
T-03-08-615-180-20216	Project Delivery Triad (P)	\$ 68,240.00		
T-03-08-615-180-20217	ENGINEERING/INSPECTIONS (P)	\$ 50,000.00		
T-03-08-615-180-20275	PRINTING (A)	\$ 1,500.00		
T-03-08-615-180-20410	OFFICE SUPPLIES (P)	\$ 600.00		
T-03-08-615-180-20411	REPRODUCTION (A)	\$ 1,000.00		
T-03-08-615-180-20652	DATA PROCESSING EQUIPMENT (A)	\$ 2,000.00		
T-03-08-615-180-20850	REPRODUCTION MACHINE RENTAL (A)	\$ 5,000.00		
T-03-08-615-180-20910	BOOKS AND SUBSCRIPTIONS (A)	\$ 1,000.00		
T-03-08-615-180-20921	MEETINGS, MEMBERSHIPS, DUES (A)	\$ 1,500.00		
T-03-08-615-180-20970	TRAVEL (A)	\$ 1,500.00		
T-03-08-615-180-20980	FICA - PROGRAM (P)	\$ 2,940.31		
T-03-08-615-180-20981	FICA- ADMINISTRATIVE (A)	\$ 5,772.41		
T-03-08-615-180-20982	FACILITY COSTS (A)	\$ 39,892.47		
T-03-08-615-180-20994	ALL FRINGE/HEALTH BENEFITS (A)	\$ 74,738.13		
T-03-08-615-180-21187	HOMEOWNER REHAB	\$ 224,652.61		
T-03-08-615-180-21201	Clayton	\$ 49,680.00		
T-03-08-615-180-21202	Deptford	\$ 50,000.00		
T-03-08-615-180-21205	Franklin	\$ 25,000.00		
T-03-08-615-180-21206	Glassboro (2 projects)	\$ 76,702.00		
T-03-08-615-180-21211	Monroe	\$ 50,000.00		
T-03-08-615-180-XXXXX	West Deptford	\$ 50,000.00		
T-03-08-615-180-21218	WASHINGTON TWP PROJECT	\$ 115,187.20		
T-03-08-615-180-21288	LEAD INSPECTIONS	\$ 10,000.00		
T-03-08-615-180-21301	NEWFIELD TERRACE	\$ 10,000.00		
T-03-08-615-180-21303	BOYS & GIRLS CLUB	\$ 45,000.00		
T-03-08-615-180-21304	FOOD BANK OF SJ	\$ 45,000.00		
T-03-08-615-180-21305	CENTER FOR FAMILY SERVICES	\$ 20,000.00		
T-03-08-615-180-21306	ROBINS NEST INC	\$ 20,000.00		
T-03-08-615-180-21307	GATEWAY CAP - HEADSTART	\$ 20,000.00		
T-03-08-715-180-10101	ADMIN PAY - HOME	\$ 31,061.85		
T-03-08-715-180-20981	FICA - HOME (A)	\$ 2,376.23		
T-03-08-715-180-20993	FACILITY COSTS (A)	\$ 3,390.92		
T-03-08-715-180-21280	CHDO RESERVE (15%)	\$ 65,743.50		
T-03-08-715-180-21284	TENANT BASED RENTAL ASSISTANCE (A)	\$ 7,000.00		
T-03-08-715-180-21285	TENANT BASED RENTAL ASSISTANCE (P)	\$ 63,000.00		
T-03-08-715-180-21286	HOMEBUYER ASSISTANCE	\$ 170,000.00		
T-03-08-715-180-21287	HOMEOWNER REHAB	\$ 95,717.50		
		\$ 1,652,587.00	\$	-

2015/2016 GLOUCESTER COUNTY BUDGET -CDBG/HOME
OTHER EXPENSE EXPLANATIONS

- 206 **LEGAL ADVERTISING** \$3500
Citizen Participation regulations mandate public notices to be advertised in the County newspaper upon the planning of the 5-year Consolidated Action Plan, One Year Action Plan, and activity changes. A Notice of Findings is required to be advertised twice should projects affect the Flood plain. Any amendments to the Consolidated Plan must be advertised for a 30-day comment period before submission to the HUD field office. Also, the CDBG Division is the Gloucester Fair Housing agent and must advertise in all County and municipal newspapers every six months.

- 210 **AUDIT** \$5,000
CDBG's portion of the annual single audit performed by an outside agency for the County.

- 215 **CONSULTANTS [PLANNING/ADMINISTRATION & PROJECT IMPLEMENTATION/DELIVERY COSTS]** \$93,240
The Consultant will provide assistance and recommendations to the CDBG and HOME programs in matters relating to the administration and execution of its programs as well as application of additional grant funding.
Planning and Administrative Services to be provided will include but are not limited to:
 - Training for new CDBG employees who will work with all municipalities on infrastructure projects, façade projects, HOME Program Community Housing Development Organizations (CHDO's), and construction of affordable housing units.
 - HOME Tenant Based Assistance program reviews and training, negotiations and work with developers and monitoring to assure regulatory compliance.
 - Assistance to the County in evaluation of technical/operating manuals and procedures, revision and updating in compliance with applicable regulations, executive orders, statutes, etc. This shall include Rehabilitation Policy and Procedural Documents, Labor Standards documents, contract terms and conditions for rehabilitation, construction, public services, and general administrative services, citizen participation compliance documents, etc.Program Implementation/Activity Delivery Services to be provided will include but are not limited to:
 - Preparation of required Environmental Review Record for projects to be included in the County's Action Plan and special projects as amended and submission in IDIS
 - Provide technical and administrative assistance for municipal and special projects, which may include attendance at project pre-construction meetings
 - Assist the County in project review, project feasibility studies, including subsidy layering analyses, and other specific project related activities.

2015/2016 GLOUCESTER COUNTY BUDGET -CDBG/HOME
OTHER EXPENSE EXPLANATIONS

- Assist the County with case management and implementation services for county-wide owner-occupied rehabilitation program
- In preparation for the additional projects, and further technical services including subsidy layering analyses, the increased amount will cover the portion of technical services anticipated.

275 PRINTING \$1,500

To print forms used in CDBG and HOME program daily activities. Forms include, but are not limited to, specification guidelines, program brochures, applications and manuals. Department changes and policy changes require new materials to be printed

370 MACHINE MAINTENANCE \$5,000

IKON Copier lease cost for one year @ \$412/month

410 OFFICE SUPPLIES (Activity Delivery cost) \$600

General office supply purchases for staff of CDBG employees plus shared supplies with Planning Division. Items include project management folders, calendars, printer cartridges, pens, pencils, etc. The project management folders utilized by CDBG as recommended by HUD and the consultants for better monitoring are more costly.

411 REPRODUCTION SUPPLIES \$1000

The CDBG Division will supply the cost of paper for one Copy machine used by Planning/Engineering Divisions @ \$27.75/case. Paper includes sizes of 8.5 x 11, 11 x 14 and 11x17

652 DATA PROCESSING/EQUIPMENT \$2000

Set aside costs for anticipated purchase and/or upgrade of computer equipment and software. All Action Plans and HUD related reports are now to be uploaded to the HUD database which may require upgraded equipment/software including GIS mapping software.

DEPARTMENT: PUBLIC WORKS - PLANNING DIVISION

Form: C-2

DEPARTMENT CODE 180
Submission Date: June 24, 2015
Revision Date:

2015/2016 GLOUCESTER COUNTY BUDGET -CDBG/HOME
OTHER EXPENSE EXPLANATIONS

- 910 **BOOKS/SUBSCRIPTIONS** \$1000
The CDBG Division through HUD regulations must publish all CDBG and HOME Program activities in the chosen County newspaper, The Gloucester County Times. The CDBG Division covers the cost of the Gloucester County Times, Courier Post, and the Philadelphia Inquirer subscriptions for the year - approximate costs = \$140, \$130, and \$270 respectively.
- 921 **MEETINGS, MEMBERSHIPS, DUES** \$1500
Allocated to cover the cost of membership in NJ Community Development Association and to attend HUD sponsored and NJ community development sponsored workshops. The CDBG staff will attend workshops that are specific to their area of expertise.
- 970 **TRAVEL** \$1500
Funds allocated for employee reimbursement for travel to out of area meeting, seminars, workshops, trainings and conferences. Travel expenses also consist of food, tolls and parking permits. Most places traveled to in the past year are Newark, Trenton, Pennsylvania and on occasion, local meetings.
- 981 **FICA** \$14,730
FICA Based on 7.65 % paid directly every pay period.
- FRINGE** \$74,738
Fringe benefit percentage (minus FICA) is 51.56% - attributed for all grants
- 982 **FACILITY COSTS** \$29,892
These dollars will go toward maintenance/upkeep of space occupied at the Clayton Complex as well as storage facilities for archived files subject to HUD monitoring.
- 287 **LEAD BASED PAINT** \$10,000
Professional Services Contract to cover the costs of HUD mandated Lead Risk Assessment on owner occupied homes that receive CDBG and HOME assistance and were constructed prior to 1978.

DEPARTMENT: PUBLIC WORKS - PLANNING DIVISION

DEPARTMENT CODE 180
Submission Date: June 24, 2015
Revision Date:

Form: C-2

2015/2016 GLOUCESTER COUNTY BUDGET – CDBG/HOME
OTHER EXPENSE EXPLANATIONS

217 ENGINEERING/INSPECTION	\$50,000
Professional Services Contract to cover the costs of engineering and inspection in the course of the Owner Occupied Rehabilitation Program in compliance with HUD regulations to ensure Housing Quality Standards.	
PUBLIC SERVICE PROJECTS	\$160,000
Awards through competitive contracts made to 6 non-profit agencies providing educational, nutritional, homelessness prevention and youth services to families and children representing low and moderate income.	
MUNICIPAL PROJECTS	\$301,382
Reflects awarded funds for 8 projects in 7 municipalities for public improvement activities benefiting low-moderate income service areas and individuals.	
HOMEOWNER REHAB	\$416,569
These funds are used to rehab owner occupied homes for low income families County-wide. Approximately 50 homes will be rehabbed.	
HOMEBUYER	\$170,000
These funds are used to assist eligible homebuyers with down-payment and closing costs. Approximately 15-17 homebuyers will be assisted.	
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO)	\$65,743
A minimum 15% of HOME funds must be set aside for specific activities undertaken by specific non-profit developers that meet the HUD designation of CHDO. Award is made through competitive rolling applications upon availability of funds.	
TENANT BASED RENTAL ASSISTANCE	\$70,000
These funds are administered through a Shared Services Agreement with the Housing Authority of Gloucester County to provide rental subsidy that help individual income eligible households afford housing costs such as rent and security deposits	

DEPARTMENT: PUBLIC WORKS – PLANNING DIVISION

DEPARTMENT CODE 130
Submission Date: June 24, 2015
Revision Date:

Form: C-2



SF 424

CR

SF 424

Complete the fillable fields (blue cells) in the table below. The other items are pre-filled with values from the Grantee Information Worksheet.

Date Submitted 7-15-15	Applicant Identifier	Type of Submission	
Date Received by state	State Identifier	Application	Pre-application
Date Received by HUD	Federal Identifier: M-15-UC-34-0215	<input type="checkbox"/> Construction	<input type="checkbox"/> Construction
		<input type="checkbox"/> Non Construction	<input type="checkbox"/> Non Construction
Applicant Information			
Legal Name: County of Gloucester		NJ349015	
Street: Office of Government Services, 1200 N. Delsea Drive		Organizational DUNS: 957362247	
City: Clayton			
County: Gloucester	State: New Jersey	Department: Department of Public Works	
Zip Code: 08312	Country: USA	Division: Planning	
Employer Identification Number (EIN):			
21-6000660		Program Year Start Date: 09/01/15	
Applicant Type:		Specify Other Type if necessary:	
B. County & Washington Twp			
Program Funding		U.S. Department of Housing and Urban Development	
Catalogue of Federal Domestic Assistance Numbers; Descriptive Title of Applicant Project(s); Areas Affected by Project(s) (cities, Counties, localities etc.); Estimated Funding			
CDBG		14.218 Entitlement Grant	
CDBG Project Titles:		Description of Areas Affected by CDBG Project(s): County of Gloucester, New Jersey	
CDBG Grant Amount	Additional HUD Grant(s) Leveraged	Describe	
Additional Federal Funds Leveraged		Additional State Funds Leveraged	
Locally Leveraged Funds		Grantee Funds Leveraged	
Anticipated Program Income		Other (Describe)	
Total Funds Leveraged for CDBG-based Project(s)			
HOME Program - activities to build, buy, and/or rehabilitate affordable housing for rent or homeownership and activities to provide direct rental assistance to low-income people. Specific activities are identified in the FY 2014 Annual Action Plan.		14.239 HOME	
HOME Project Titles: Gloucester County HOME Investment Partnership Program		Description of Areas Affected by HOME Project(s) County of Gloucester	
HOME Grant Amount \$438,290	Additional HUD Grant(s) Leveraged	Describe	
Additional Federal Funds Leveraged		Additional State Funds Leveraged	
Locally Leveraged Funds		Grantee Funds Leveraged	

		Other (Describe)	
Total Funds Leveraged for HOME-based Project(s)			
Housing Opportunities for People with AIDS		14.241 HOPWA NOT APPLICABLE	
HOPWA Project Titles		Description of Areas Affected by HOPWA Project(s)	
HOPWA Grant Amount	Additional HUD Grant(s) Leveraged	Describe	
Additional Federal Funds Leveraged		Additional State Funds Leveraged	
Locally Leveraged Funds		Grantee Funds Leveraged	
Anticipated Program Income		Other (Describe)	
Total Funds Leveraged for HOPWA-based Project(s)			
Emergency Shelter Grants Program		14.231 ESG NOT APPLICABLE	
ESG Project Titles		Description of Areas Affected by ESG Project(s)	
ESG Grant Amount	Additional HUD Grant(s) Leveraged	Describe	
Additional Federal Funds Leveraged		Additional State Funds Leveraged	
Locally Leveraged Funds		Grantee Funds Leveraged	
Anticipated Program Income		Other (Describe)	
Total Funds Leveraged for ESG-based Project(s)			
Congressional Districts of:		Is application subject to review by state Executive Order 12372 Process?	
Applicant Districts 1 & 2	Project Districts 1 & 2		
Is the applicant delinquent on any federal debt? If "Yes" please include an additional document explaining the situation.		<input type="checkbox"/> Yes	This application was made available to the state EO 12372 process for review on DATE
		<input checked="" type="checkbox"/> No	Program is not covered by EO 12372
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A	Program has not been selected by the state for review

Person to be contacted regarding this application		
First Name: Christina	Middle Name:	Last Name: Velazquez
Senior Program Analyst	Phone Number: 856-307-6664	Fax Number: 856-307-6656
E-mail: cvelazquez@co.gloucester.nj.us		
Signature of Authorized Representative Robert M. Damminger , Freeholder Director		Date Signed

C:\Documents and Settings\single\My Documents\Action Plan 2014\3 Forms & Certs\SF424 - HOME.doc



SF 424

SF 424

Complete the fillable fields (blue cells) in the table below. The other items are pre-filled with values from the Grantee Information Worksheet.

Date Submitted 7-15-15	Applicant Identifier	Type of Submission	
Date Received by state	State Identifier	Application	Pre-application
Date Received by HUD	Federal Identifier: B-15-UC-34-0109	<input type="checkbox"/> Construction	<input type="checkbox"/> Construction
		<input type="checkbox"/> Non Construction	<input type="checkbox"/> Non Construction
Applicant Information			
Legal Name: County of Gloucester		NJ349015	
Street: Office of Government Services, 1200 N. Delsea Drive		Organizational DUNS: 957362247	
City: Clayton			
County: Gloucester	State: New Jersey	Department: Department of Public Works	
Zip Code: 08312	Country: USA	Division: Planning	
Employer Identification Number (EIN):			
21-6000660		Program Year Start Date: 09/01/15	
Applicant Type:		Specify Other Type if necessary:	
B. County & Washington Twp CDBG			
		U.S. Department of Housing and Urban Development	
Program Funding Catalogue of Federal Domestic Assistance Numbers; Descriptive Title of Applicant Project(s); Areas Affected by Project(s) (cities, Counties, localities etc.); Estimated Funding			
CDBG Program - activities to improve housing, neighborhoods, foster economic opportunities for low/moderate households. Specific activities are identified in the FY 2014 Annual Action Plan. The anticipated Program Income will be used to supplement the funding for the Housing Rehabilitation Program.		14.218 Entitlement Grant	
CDBG Project Titles: County of Gloucester CDBG		Description of Areas Affected by CDBG Project(s): County of Gloucester, New Jersey	
CDBG Grant Amount \$1,070,313	Additional HUD Grant(s) Leveraged	Describe	
Washington Twp. \$143,984			
Additional Federal Funds Leveraged		Additional State Funds Leveraged	
Locally Leveraged Funds		Grantee Funds Leveraged	
Anticipated Program Income: \$45,000		Other (Describe)	
Total Funds Leveraged for CDBG-based Project(s)			
Home Investment Partnerships Program		14.239 HOME	
HOME Project Titles:		Description of Areas Affected by HOME Project(s)	
HOME Grant Amount	Additional HUD Grant(s) Leveraged	Describe	
Additional Federal Funds Leveraged		Additional State Funds Leveraged	

Locally Leveraged Funds		Grantee Funds Leveraged	
		Other (Describe)	
Total Funds Leveraged for HOME-based Project(s)			
Housing Opportunities for People with AIDS		14.241 HOPWA NOT APPLICABLE	
HOPWA Project Titles		Description of Areas Affected by HOPWA Project(s)	
HOPWA Grant Amount	Additional HUD Grant(s) Leveraged	Describe	
Additional Federal Funds Leveraged		Additional State Funds Leveraged	
Locally Leveraged Funds		Grantee Funds Leveraged	
Anticipated Program Income		Other (Describe)	
Total Funds Leveraged for HOPWA-based Project(s)			
Emergency Shelter Grants Program		14.231 ESG NOT APPLICABLE	
ESG Project Titles		Description of Areas Affected by ESG Project(s)	
ESG Grant Amount	Additional HUD Grant(s) Leveraged	Describe	
Additional Federal Funds Leveraged		Additional State Funds Leveraged	
Locally Leveraged Funds		Grantee Funds Leveraged	
Anticipated Program Income		Other (Describe)	
Total Funds Leveraged for ESG-based Project(s)			
Congressional Districts of:		Is application subject to review by state Executive Order 12372 Process?	
Applicant Districts 1& 2	Project Districts 1& 2		
Is the applicant delinquent on any federal debt? If "Yes" please include an additional document explaining the situation.		<input type="checkbox"/> Yes	This application was made available to the state EO 12372 process for review on DATE
		<input checked="" type="checkbox"/> No	Program is not covered by EO 12372
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A	Program has not been selected by the state for review

Person to be contacted regarding this application		
First Name: Christina	Middle Name:	Last Name: Velazquez
Senior Program Analyst	Phone Number: 856-307-6664	Fax Number: 856-307-6656
E-mail: cvelazquez@co.gloucester.nj.us		
Signature of Authorized Representative		Date Signed
Robert M. Damming , Freeholder Director		

C:\Documents and Settings\sling\My Documents\Action Plan 2014\3 Forms & Certs\SF424 - CDBG.doc



Non-State Grantee Certifications

Many elements of this document may be completed electronically, however a signature must be manually applied and the document must be submitted in paper form to the Field Office.

- This certification does not apply.
 This certification is applicable.

NON-STATE GOVERNMENT CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Drug Free Workplace -- It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about --
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will --
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted --
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

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

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

7/8/2015

Signature/Authorized Official

Date

Robert M. Damminger

Name

Freeholder Director

Title

County Administration Bldg., 2 S. Broad St.

Address

Woodbury, NJ 08096

City/State/Zip

856-853-3390

Telephone Number

- This certification does not apply.
 This certification is applicable.

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

11. Maximum Feasible Priority - With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
12. Overall Benefit - The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2015, 2___, 2___, (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
13. Special Assessments - It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

14. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
15. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K and R, of title 24;

Compliance with Laws -- It will comply with applicable laws.

7/8/2015

Signature/Authorized Official

Date

Robert M. Damminger

Name

Freeholder Director

Title

County Administration Bldg., 2 S. Broad St.

Address

Woodbury, NJ 08096

City/State/Zip

856-853-3390

Telephone Number

- This certification does not apply.
 This certification is applicable.

**OPTIONAL CERTIFICATION
CDBG**

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities, which are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature/Authorized Official

Date

Name

Title

Address

City/State/Zip

Telephone Number

- This certification does not apply.
 This certification is applicable.

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If the participating jurisdiction intends to provide tenant-based rental assistance:

The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

Eligible Activities and Costs -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

Appropriate Financial Assistance -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

7/8/2015

Signature/Authorized Official

Date

Robert M. Damminger

Name

Freeholder Director

Title

County Administration Bldg., 2 S. Broad St.

Address

Woodbury, NJ 08096

City/State/Zip

856-853-3390

Telephone Number

- This certification does not apply.
 This certification is applicable.

HOPWA Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the plan:

1. For at least 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For at least 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

Signature/Authorized Official

Date

Name

Title

Address

City/State/Zip

Telephone Number

- This certification does not apply.
 This certification is applicable.

ESG Certifications

I, _____, Chief Executive Officer of _____, certify that the local government will ensure the provision of the matching supplemental funds required by the regulation at 24 *CFR* 576.51. I have attached to this certification a description of the sources and amounts of such supplemental funds.

I further certify that the local government will comply with:

1. The requirements of 24 *CFR* 576.53 concerning the continued use of buildings for which Emergency Shelter Grants are used for rehabilitation or conversion of buildings for use as emergency shelters for the homeless; or when funds are used solely for operating costs or essential services.
2. The building standards requirement of 24 *CFR* 576.55.
3. The requirements of 24 *CFR* 576.56, concerning assurances on services and other assistance to the homeless.
4. The requirements of 24 *CFR* 576.57, other appropriate provisions of 24 *CFR* Part 576, and other applicable federal laws concerning nondiscrimination and equal opportunity.
5. The requirements of 24 *CFR* 576.59(b) concerning the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
6. The requirement of 24 *CFR* 576.59 concerning minimizing the displacement of persons as a result of a project assisted with these funds.
7. The requirements of 24 *CFR* Part 24 concerning the Drug Free Workplace Act of 1988.
8. The requirements of 24 *CFR* 576.56(a) and 576.65(b) that grantees develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted with ESG funds and that the address or location of any family violence shelter project will not be made public, except with written authorization of the person or persons responsible for the operation of such shelter.
9. The requirement that recipients involve themselves, to the maximum extent practicable and where appropriate, homeless individuals and families in policymaking, renovating, maintaining, and operating facilities assisted under the ESG program, and in providing services for occupants of these facilities as provided by 24 *CFR* 76.56.
10. The requirements of 24 *CFR* 576.57(e) dealing with the provisions of, and regulations and procedures applicable with respect to the environmental review responsibilities under the National Environmental Policy Act of 1969 and related

authorities as specified in 24 CFR Part 58.

11. The requirements of 24 CFR 576.21(a)(4) providing that the funding of homeless prevention activities for families that have received eviction notices or notices of termination of utility services will meet the requirements that: (A) the inability of the family to make the required payments must be the result of a sudden reduction in income; (B) the assistance must be necessary to avoid eviction of the family or termination of the services to the family; (C) there must be a reasonable prospect that the family will be able to resume payments within a reasonable period of time; and (D) the assistance must not supplant funding for preexisting homeless prevention activities from any other source.
12. The new requirement of the McKinney-Vento Act (42 USC 11362) to develop and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. I further understand that state and local governments are primarily responsible for the care of these individuals, and that ESG funds are not to be used to assist such persons in place of state and local resources.
13. HUD's standards for participation in a local Homeless Management Information System (HMIS) and the collection and reporting of client-level information.

I further certify that the submission of a completed and approved Consolidated Plan with its certifications, which act as the application for an Emergency Shelter Grant, is authorized under state and/or local law, and that the local government possesses legal authority to carry out grant activities in accordance with the applicable laws and regulations of the U. S. Department of Housing and Urban Development.

Signature/Authorized Official

Date

Name

Title

Address

City/State/Zip

Telephone Number

<input type="checkbox"/> This certification does not apply. <input checked="" type="checkbox"/> This certification is applicable.
--

APPENDIX TO CERTIFICATIONS

Instructions Concerning Lobbying and Drug-Free Workplace Requirements

Lobbying Certification

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

Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant: Place of Performance (Street address, city, county, state, zip code) Check if there are workplaces on file that are not identified here. The certification with regard to the drug-free workplace is required by 24 CFR part 21.

Place Name	Street	City	County	State	Zip
County of Gloucester	2 S. Broad St.	Woodbury	Gloucester	NJ	08096

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules: "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); "Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes; "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any

controlled substance; "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including:

- a. All "direct charge" employees;
- b. all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and
- c. temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Note that by signing these certifications, certain documents must be completed, in use, and on file for verification. These documents include:

- 1. Analysis of Impediments to Fair Housing
- 2. Citizen Participation Plan
- 3. Anti-displacement and Relocation Plan

7/8/2015

Signature/Authorized Official

Date

Robert M. Damminger

Name

Freeholder Director

Title

County Administration Bldg., 2 S. Broad St.

Address

Woodbury, NJ 08096

City/State/Zip

856-853-3390

Telephone Number

E-1

RESOLUTION AUTHORIZING A CONTRACT WITH TURF EQUIPMENT & SUPPLY CO., INC., FOR \$23,579.40

WHEREAS, the County of Gloucester's Department of Parks and Recreation has need for the supply and delivery of a Toro GroundsMaster 360 Quad-Steer lawn mower, or an approved equal, (hereinafter "mower"); and

WHEREAS, the County after due notice and advertisement, received sealed bids for the supply and delivery of one such mower for use by the County, as set forth within the County's bid specifications at PD# 015-025; and

WHEREAS, the bids were publicly received and opened on June 16, 2015; and

WHEREAS, after following the appropriate public bidding procedures, it was determined that Turf Equipment & Supply Co., Inc., with offices at 6045 Kellers Church Road, Pipersville, PA 18947, was the lowest responsive and responsible bidder to provide the mower as per bid specifications PD# 015-025 for a Contract amount of \$23,579.40; and

WHEREAS, the Purchasing Agent of the County has certified the availability of funds in the amount of \$23,579.40 pursuant to CAF# 15-05311, which amount shall be charged against budget line item #C-04-15-019-315-19210.

NOW THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to a Contract between the County and Turf Equipment & Supply Co., Inc., to effectuate the purposes set forth in the attached Contract, pursuant to bid specifications PD# 015-025.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, July 8, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

E-1

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
TURF EQUIPMENT & SUPPLY CO., INC.**

THIS CONTRACT is made effective the 8th day of July, 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 **TURF EQUIPMENT & SUPPLY CO., INC.**, with offices at 6045 Kellers Church Road, Pipersville, PA 18947, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for the supply and delivery of one (1) Toro GroundsMaster 360 Quad-Steer Lawn Mower (or approved equal) as provided in bid specifications PD# 015-025; and

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

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

TERMS OF AGREEMENT

1. **TERMS**. The Vendor shall supply and deliver one (1) Toro GroundsMaster 360 Quad-Steer Lawn Mower (or approved equal) to the County of Gloucester as per bid specifications PD# 015-025.
2. **COMPENSATION**. The Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD# 015-025, for the total Contract amount of \$23,579.40.

The Vendor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided. After approval by County, the payment voucher shall be placed in line for prompt payment.

It is also agreed and understood that the acceptance of the final payment by the 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 specifications identified as PD# 015-025, which is incorporated herein and made a part hereof by reference.

Should there occur a conflict between this form of Contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the bid specifications identified as PD# 015-025, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD# 015-025, 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 8th 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.

ATTEST:

COUNTY OF GLOUCESTER

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER,
DIRECTOR

ATTEST:

TURF EQUIPMENT & SUPPLY
CO., INC.

PHYLLIS C. VIOLA,
COMMERCIAL SALES
COORDINATOR

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 15-05311 DATE 6-18-15

BUDGET NUMBER C-04-15-019-315-19210

AMOUNT OF CERTIFICATION \$ 23,579.40

DEPARTMENT Parks & Rec

COUNTY COUNSEL Lynn McClintock

DESCRIPTION OF PRODUCT OR SERVICE

Supply and Delivery of Toro Groundmaster
360 Quad. Steer mower.

As per PD 15-025

VENDOR NAME Turf Equipment + Supply Co. INC

ADDRESS 6045 Kellers Church Rd

CITY/STATE/ZIP Pipersville Pa 18947

DEPARTMENT HEAD APPROVAL *Chuck*

PURCHASING AGENT *[Signature]* DATE 6-23-15

FREEHOLDER MEETING DATE July 8, 2015

WHITE: CLERK OF THE BOARD
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT
GOLD: COUNTY COUNSEL

<p>PD 015-025 Bid Opening 6/16/2015 10:00am</p>	
<p>SPECIFICATIONS AND PROPOSAL FORM FOR THE SUPPLY & DELIVERY OF A TORO GROUNDSMASTER 360 QUAD-STEER MOWER (OR APPROVED EQUAL) FOR 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: Turf Equipment & Supply Co. Inc. 6045 Kellers Church Rd. Pipersville, PA 18947 Phyllis C. Viola - Comm. Sales Cord. 800 827-3711 X 4502 215 766-2686 fax phyllisviola@turf-equipment.com</p>	
<p>DESCRIPTION Toro Groundsmaster 360 Quad-Steer</p>	<p>Lump Sum \$23,579.40</p>
<p>DELIVERY ARO</p>	<p>45 Days</p>
<p>Variations: (if any)</p>	<p>Horsepower was changed to 25HP to meet tier 4 restrictions Overall length is 110"</p>
<p>Will you extend your prices to local government entities within the County</p>	
<p>Bid specifications sent to:</p>	<p>Prime Vendor Construction Journal</p>
<p>Based upon the bids received, I recommend Turf Equipment and Supply Company Inc. be awarded the contract as the lowest responsive, responsible bidder.</p>	<p>Sincerely, Robert J. McErlane Purchasing</p>

F-1

**RESOLUTION AUTHORIZING A CONTRACT WITH TRACK GROUP FROM
JULY 8, 2015 TO JULY 7, 2017 AT NO COST TO THE COUNTY**

WHEREAS, the Department of Correctional Services has need to contract for an active GPS tracking home electronic detention system with victim alerts; and

WHEREAS, the County has advertised for public bids to develop and implement such programs, as set forth within the County's bid specifications at PD# 015-023; and

WHEREAS, the bids were publicly received and opened on June 17, 2015; and

WHEREAS, after following proper public bidding procedure, it was determined that Track Group, with offices at 1215 Lakeview Ct., Romeoville, IL 60446 was the lowest responsive and responsible bidder to provide the above-named services, as more specifically described in the bid specifications PD# 015-023, from July 8, 2015 to July 7, 2017, with the County having the option to extend the Contract for one (1) two (2) year period or two (2) one (1) year periods; and

WHEREAS, there is no cost to the County for the GPS tracking home detention system as the offender compensates Track Group directly, therefore a Certificate of Availability of Funds has not been issued.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to a Contract between the County and Track Group to effectuate the purposes set forth in the attached Contract, pursuant to bid specification PD# 015-023, from July 8, 2015 to July 7, 2017, at no cost to the County, with the County having the option to extend the Contract for one (1) two (2) year periods or two (2) one (1) year period.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, July 8, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

5-1

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
TRACK GROUP**

THIS CONTRACT is made effective the 8th day of July, 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 **TRACK GROUP**, with offices at 1215 Lakeview Ct., Romeoville, IL 60446, (hereinafter referred to as "**Vendor**").

RECITALS

WHEREAS, the County of Gloucester, through its Department of Correctional Services, has need to contract for an active GPS tracking home electronic detention system with victim alerts as set forth in bid specifications identified as PD# 015-023; 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 effective from July 8, 2015 to July 7, 2017, with the County having the option to extend the Contract for one (1) two (2) year term or two (2) one (1) year term.
2. **COMPENSATION.** Under the terms of this Agreement and pursuant the specifications identified as PD# 015-023, the offender compensates the Vendor directly for contracted services. There is no cost to the County.
3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the specifications identified as PD# 015-023, which is incorporated herein and made part of hereof by reference. Should a conflict occur between this form of Contract and the bid documents, the bid documents shall prevail.

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

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

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

The Vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the 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 PD# 015-023, 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, not 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 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.

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

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

11. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of 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. **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 Vendor is an independent contractor 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.** This Contract consists of this Contract document and the specifications identified as PD# 015-023, 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 8th 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,
FREEHOLDER DIRECTOR**

ATTEST:

TRACK GROUP

DEREK CASSELL, PRESIDENT

<p align="right">PD 015-023 Bid Opening 6/17/2015 10:00am</p>				
<p align="center">SPECIFICATIONS FOR AN ACTIVE GPS TRACKING HOME ELECTRONIC DETENTION SYSTEM WITH VICTIM ALERTS FOR THE COUNTY OF GLOUCESTER DEPARTMENT OF CORRECTIONAL SERVICES</p>				
<p>VENDOR: Track Group 1215 Lakeview Ct. Romeoville, IL 60446 Derek Cassell - President 877 260-2010 630 428-2748 Fax derek.cassell@trackgrp.com</p>				
ITEM	DESCRIPTION	UNIT PRICE		
1	75 HED Bracelets (Monitoring Per Day)	\$5.50		
	75 HED Bracelets (Monitoring Per Month)	\$12,511.00 (\$5.50 X75X30.33)		
3	10 Victims Abuse Bracelets (Monitoring Per Day)	\$3.00		
	10 Victims Abuse Bracelets (Monitoring Per Month)	\$900.00		
	Fee Paid to Gloucester County (Per Unit)	\$0.00		
	Grand Total	13,411.13		
	Variaions: (if any)	NONE		
	Will you extend your prices to local government entities within the County	YES		
<p>THE TERM OF THE CONTRACT SHALL BE FOR A TWO (2) YEAR PERIOD BEGINNING FROM THE DATE OF AWARD, WITH AN OPTION TO EXTEND FOR TWO (2) ONE YEAR PERIODS OR ONE (1) TWO YEAR PERIOD.</p>				
<p>Bid specifications sent to:</p>				
	Omnalink	Sentinel Offender Services LLC		
	CJS Group	buddi Limited		
	Prime Vendor	BI Incorporated		
	Alchohol Monitoring System	Verizon Wireless		
<p>Based upon the bids received, I recommend Track Group be awarded the contract as the lowest responsive, responsible bidder.</p>				
		Sincerely,		
		Robert J. McEhane		
		Purchasing		

fz

RESOLUTION AUTHORIZING AN APPLICATION FOR THE U. S DEPARTMENT OF JUSTICE, OFFICE OF COMMUNITY ORIENTED POLICING SERVICES "COPS" HIRING PROGRAM GRANT TO HIRE FIVE SHERIFF'S OFFICERS, IN THE TOTAL GRANT PROGRAM AMOUNT OF \$1,007,453.00, INCLUDING A LOCAL MATCH OF \$382,453.00, FROM OCTOBER 1, 2015 TO SEPTEMBER 30, 2018

WHEREAS, the County of Gloucester, through the Gloucester County Sheriff, wishes to apply for and obtain grant funding from the U.S. Department of Justice, Office of Community Oriented Policing Services "COPS" Hiring Program (the Program) for the hiring of five Sheriff's Officers; and

WHEREAS, under the Program the officers will perform patrols and also conduct and organize meetings and other types of outreach in order to educate senior citizens in the prevention of crime by utilizing preventative measures in regard to safety in the streets, telephone calls and answering the door at home, automobile safety and home security, and protecting against scams and identity theft. The program will include special precautions for elderly females; and

WHEREAS, the total grant program amount is \$1,007,453.00, including a local match by the County of \$382,453.00 (federal share - \$625,000.00), from October 1, 2015 to September 30, 2018; and

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

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 U. S Department of Justice, Office of Community Oriented Policing Services for the "COPS" Hiring Program Grant in the total Grant program amount of \$1,007,453.00, including a local match by the County of \$382,453.00, from October 1, 2015 to September 30, 2018;

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 FUTHER RESOLVED that the Gloucester County Sheriff's Office 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, July 8, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER
ADMINISTRATOR/CLERK OF THE BOARD

22

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: June 16, 2015

1. TYPE OF GRANT
 NEW GRANT
 RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER
2. GRANT TITLE: COPS Hiring Program 2015
3. GRANT TERM: FROM: 10/01/15 TO: 09/30/18
4. COUNTY DEPARTMENT: Office of the Sheriff
5. DEPT. CONTRACT PERSON & PHONE NUMBER: Carol Bonser (856) 384-4642
6. NAME OF FUNDING AGENCY: Department of Justice
7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): Applying to the U.S. Department of Justice, Office of Community Policing Services (COPS) for Fiscal Year 2015, Cops Hiring Program (CHP), for hiring five (5) additional career law enforcement sheriff's officers.
8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK "*"): _____

<u>NAME (*to be determined)</u>	<u>AMOUNT</u>
<u>Year 1 Local Match</u>	<u>\$95,613</u>
<u>Year 2 Local Match</u>	<u>\$137,683</u>
<u>Year 3 Local Match</u>	<u>\$149,157</u>

9. TOTAL SALARY CHARGED TO GRANT \$1,007,453
(Federal-\$625,000 Local \$382,453)

10. INDIRECT COST (IC) RATE %

11. IC CHARGED TO GRANT : \$

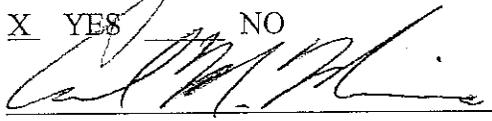
12. FRINGE BENEFIT RATE CHARGED TO GRANT: 36.67% year 1, 37.67% year 2, 38.67% year 3

13. DATE APPLICATION DUE TO GRANTOR: June 19, 2015

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

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

16. HAS THE DESCRIPTION BEEN E-MAILED TO THE COUNTY GRANTS COORDINATOR, WHO WILL FORWARD IT TO THE CLERK OF THE BOARD? lcemy@co.gloucester.nj.us X YES _____ NO

DEPT. HEAD: 
Signature

DATE: June 16, 2015

DEPARTMENTAL USE ONLY

DATE RECEIVED BY GRANTS DIVISION:

DATE RECEIVED BY GUDGET OFFICE:

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. _____
Signature

2. _____
Signature

2015 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS

5-01-25-270-10000 Salary and Wages \$382,453

Local Match Year 1-\$95,613
Year 2-\$137,683
Year 3-\$149,157

DEPARTMENT: Sheriff

FORM C-2
SUBMISSION DATE: 6/16/15
REVISION DATE:



COPS Application

NJ00800

Gloucester County Sheriff's Department

COPS

COMMUNITY ORIENTED POLICING SERVICES
U.S. DEPARTMENT OF JUSTICE

SECTION 1: COPS PROGRAM REQUEST

Federal assistance is being requested under the following COPS program:

Verify the COPS grant program for which you are requesting federal assistance. A separate application must be completed for each COPS program for which you are applying. Please ensure that you read, understand, and agree to comply with the applicable grant terms and conditions as outlined in the COPS Application Guide before finalizing your selection.

The program you have selected is: COPS Hiring Program

SECTION 2: AGENCY ELIGIBILITY INFORMATION

A. Type of Agency (select one)

- Law Enforcement
- Non-Law Enforcement

From the list below, please select the type of agency which best describes the applicant.

Law Enforcement Entities

Sheriff

2A. CHP Eligibility Questions

In this section, we will ask you several questions about your law enforcement agency operations and authority to determine your eligibility to apply for a COPS Hiring Program (CHP) grant. Please note that CHP applicants must have a police department which is operational as of June 19, 2015, or receive services through a new or existing contract for law enforcement services. Applicants must also maintain primary law enforcement authority for the population to be served.

Additionally, if funds under this program are to be used as part of a written contracting arrangement for law enforcement services (e.g., a town which contracts with a neighboring sheriff's department to receive services), the government agency wishing to receive law enforcement services must be the legal applicant in this application (although we will ask you to supply some information about the contract service provider later).

Part I. Law Enforcement Agency Operations

A law enforcement agency is established and operational if the jurisdiction has passed authorizing legislation and it has a current operating budget.

Q1) Is your agency established and currently operational?

Yes

Part II. Contracting to Receive Law Enforcement Services

Q1) If awarded, does your agency plan to use funds awarded under this grant to establish or supplement a written contract for law enforcement services (e.g., a town contracting for services with a nearby sheriff's department)?

No

Part III. Law Enforcement Agency Authority

An agency with primary law enforcement authority is defined as the first responder to calls for service for all types of criminal incidents within its jurisdiction. Agencies are not considered to have primary law enforcement authority if they only: respond to or investigate specific type(s) of crime(s); respond to or investigate crimes within a correctional institution; serve warrants; provide courthouse security; transport prisoners; and/or have cases referred to them for investigation or investigational support.

Q1) Based on the definition above, does your agency have primary law enforcement authority? [Or, if contracting to receive services, does the agency that will be providing law enforcement services have primary law enforcement authority for the population to be served?]

Yes

Q2) Is your agency the first responder to all types of criminal incidents within your jurisdiction?

Yes

Q3) Agencies with jurisdiction limited only to correctional institutes and/or courthouse settings are not eligible under this program. Is your agency the first responder to citizen-initiated calls for service outside of a correctional institute and/or courthouse setting?

Yes

SECTION 3: GENERAL AGENCY INFORMATION

A. Applicant ORI Number NJ00800

The ORI number is assigned by the FBI and is your agency's unique identifier. The COPS Office uses the first seven characters of this number. The first two letters are your state abbreviation, the next three numbers are your county's code, and the next two numbers identify your jurisdiction within your county. If you do not currently have an ORI number, the COPS Office will assign one to your agency for the purpose of tracking your grant. ORI numbers assigned to agencies by the COPS Office may end in "ZZ."

B. Applicant Data Universal Numbering System (DUNS) Number:

A Data Universal Numbering System (DUNS) number is required prior to submitting this application. A DUNS number is a unique nine or thirteen digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. For more information about how to obtain a DUNS number, please refer to the "How to Apply" section of the COPS Application Guide.

C. System for Award Management (SAM)

The System for Award Management (SAM) replaces the Central Contractor Registration (CCR) database as the repository for standard information about federal financial assistance applicants, recipients, and sub-recipients. DOJ requires that all applicants (other than individuals) for federal financial assistance maintain current registrations in the SAM database. Please note that applicants must update or renew their SAM registration at least once a year to maintain active status.

Applicants that were previously registered in the CCR database must, at a minimum:

Create a SAM account

Log into SAM and migrate permissions to the SAM account (all the entity registrations and records should already have been migrated).

Applicants that were not previously registered in the CCR database must register in SAM prior to registering in Grants.gov. Information about SAM Registration procedures can be accessed at <http://www.sam.gov>.

For more information about how to register with SAM, please refer to the "How to Apply" section of the COPS Application Guide.

Your SAM Registration is set to expire on:

Please enter date in MM/DD/YYYY format.

Note: If your SAM registration is set to expire prior to September 30, 2015, please renew your SAM Registration prior to completing this application. Contact the SAM Service Desk at 866-606-8220 or view/update your registration information at <http://www.sam.gov>

D. Geographic Names Information System (GNIS) ID:

Please enter your Geographic Names Information System (GNIS) Identification Number. This is a unique ID assigned to all geographic entities by the U.S. Geological Survey. To look up your GNIS Feature ID, please go to the website: <http://geonames.usgs.gov/domestic/index.html>. For more information about how to obtain a GNIS number, please refer to the "How to Apply" section of the COPS Application Guide.

E. Cognizant Federal Agency: Department of Justice

Select the legal applicant's Cognizant Federal Agency. A Cognizant Federal Agency, generally, is the federal agency from which your jurisdiction receives the most federal funding. Your Cognizant Federal Agency also may have been previously designated by the Office of Management and Budget. Applicants that have never received federal funding should select the "Department of Justice" as the Cognizant Federal Agency.

F. Fiscal Year: From to

Please enter date in MM/DD/YYYY format.

G. Law Enforcement Agency Sworn Force Information

1. Enter the Fiscal Year Budgeted Sworn Force Strength for the current fiscal year below. The budgeted number of sworn officer positions is the number of sworn positions funded in your agency's budget, including funded but frozen positions, as well as state, Bureau of Indian Affairs, and/or locally funded vacancies. Do not include unfunded vacancies or unpaid/reserve officers.

a. Number of officers funded in agency's current fiscal year budget:

Full-Time:

Part-Time:

H. Civilian Staffing

1. Enter the number of civilian positions funded in agency's current fiscal year budget:

a. Number of civilian positions funded in agency's current fiscal year budget:

Full-Time:

Part-Time:

I. U.S. Department of Justice and Other Federal Funding

Applicants are required to disclose whether they have pending applications for federally funded assistance or active federal grants that support the same or similar activities or services for which grant funding is being requested under this application.

Be advised that as a general rule COPS grant funding may not be used for the same item or service funded through another funding source. However, leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate. To aid the COPS Office in the prevention of awarding potentially duplicative funding, please indicate whether your agency has a pending application and/or an active grant with any other federal funding source (e.g. direct federal funding or indirect federal funding through State sub-awarded federal funds) which supports the same or similar activities or services as being proposed in this COPS application. (check all that apply):

Bureau of Justice Assistance (BJA)

- Pending Application
- Active Grant

Office of Justice Programs (OJP)

- Pending Application
- Active Grant

Office of Juvenile Justice and Delinquency Prevention (OJJDP)

- Pending Application
- Active Grant

Office on Violence Against Women (OVW)

- Pending Application
- Active Grant

National Institute of Justice (NIJ)

- Pending Application
- Active Grant

Office for Victims of Crime (OVC)

- Pending Application
- Active Grant

Other Department of Justice Funding

- Pending Application
- Active Grant

Other Federal or State Sub-awarded Funding

- Pending Application
- Active Grant

No Federal or State Sub-awarded Funding

SECTION 4: EXECUTIVE INFORMATION

Note: Listing individuals without ultimate programmatic and financial authority for the grant could delay the review of your application, or remove your application from consideration.

A. Law Enforcement Executive/Agency Executive Information:

For Law Enforcement Agencies: This is the highest ranking law enforcement official within your jurisdiction (e.g., Chief of Police, Sheriff, or equivalent). The section below has been pre-populated from the information listed in your COPS Office Agency Portal Account. If this

information is no longer correct, please log in to your COPS Office Agency Portal account and make the necessary corrections before proceeding with this application. For assistance, please call the COPS Office Response Center at 800-421-6770. For Non-Law Enforcement Agencies: This is the highest ranking individual in the applicant agency (e.g., CEO, President, Chairperson, Director, etc.) who has the authority to apply for this grant on behalf of the applicant agency. If the grant is awarded, this position would ultimately be responsible for the programmatic implementation of the award. The section below has been pre-populated from the information listed in your COPS Office Agency Portal Account. If this information is no longer correct, please log in to your COPS Office Agency Portal account and make the necessary corrections before proceeding with this application. For assistance, please call the COPS Office Response Center at 800-421-6770.

Title: Sheriff
First Name: Carmel MI: M Last Name: Morina Suffix:
Agency Name: Gloucester County Sheriff's Department
Street1: PO Box 376
Street2: 2 South Broad St
City: Woodbury State: NJ Zip / Postal Code: 08096
Telephone Number: 856-384-4630 Fax: 856-384-4679 Email: vantonini@co.gloucester.nj.us
Edit Contact Information

If your agency previously indicated in Section 2, that if awarded, this grant would be used in a written contracting arrangement to receive law enforcement services (e.g., a town which is contracting with a neighboring sheriff's department to receive services), then question 4A, should display the executive information for the agency which will be providing the law enforcement services under this grant (e.g., Sheriff). Question 4B should display the executive information for the government agency which will be receiving the law enforcement services under this grant (i.e., Mayor, City Manager, etc.). Before proceeding with this application, we ask that you please log onto the COPS Office Agency Portal to update the agency providing law enforcement services as your Law Enforcement Executive/Agency Executive Information. This information will be used to populate Section 4 of this application, so please ensure its accuracy.

B. Government Executive/Financial Official Information:

For Government Agencies: This is the highest ranking government official within your jurisdiction (e.g., Mayor, City Administrator, or equivalent). The section below has been pre-populated from the information listed in your COPS Office Agency Portal Account. If this information is no longer correct, please log in to your COPS Office Agency Portal account and make the necessary corrections before proceeding with this application. For assistance, please call the COPS Office Response Center at 800-421-6770. For Non-Government Agencies: This is the financial official who has the authority to apply for this grant on behalf of the applicant agency (e.g., CFO, Treasurer, etc.). If the grant is awarded, this position would ultimately be responsible for the financial management of the award. Please note that information for non-executive positions (e.g., clerks, trustees, etc.) is not acceptable. The section below has been pre-populated from the information listed in your COPS Office Agency Portal Account. If this information is no longer correct, please log in to your COPS Office Agency Portal account and make the necessary corrections before proceeding with this application. For assistance, please call the COPS Office Response Center at 800-421-6770.

Title: Executive Director
First Name: Robert MI: M Last Name: Damminger Suffix:
Agency Name: Gloucester County Sheriff's Department
Street1: PO Box 337
Street2: 2 South Broad St
City: Woodbury State: NJ Zip / Postal Code: 08096
Telephone Number: 856-853-3390 Fax: 856-853-3495 Email: mgangloff@co.gloucester.nj.us
Edit Contact Information

C. Application Contact Information:

Application Contact: Enter the application contact's name and contact information.

Agency Name: Gloucester County Sheriff's Office
City: Woodbury Email: cburke@co.gloucester.nj.us Fax: 8563844679
First Name: Carol Last Name: Bonser MI: J State: NJ
Street1: 2 S. Broad Street
Street2:
Suffix: Select One...
Telephone Number: 8563844642
Title: Secretarial Assistant Zip / Postal Code: 08096

SECTION 5A: COPS HIRING PROGRAM OFFICER REQUEST**Part I**

Enter the Fiscal Year Actual Sworn Force Strength as of the date of this application. The actual number of sworn officer positions is the actual number of sworn positions employed by your agency as of the date of this application. Do not include funded but currently vacant positions or unpaid positions.

Number of officers employed by your agency as of the date of this application:

Full-Time:

Part-Time:

What is the actual population your department serves as the primary law enforcement entity?

This may or may not be the same as your census population. For example, a service population may be the census population minus incorporated towns and cities that have their own police department within your geographic boundaries or estimates of ridership (e.g., transit police) or visitors (e.g., park police). An agency with primary law enforcement authority is defined as having first responder responsibility to calls for service for all types of criminal incidents within its jurisdiction.

For FY 2015 COPS Hiring Program (CHP) applicants are eligible to apply for the number of officers equal to 5% of their actual sworn force strength up to a maximum of 25 officers. Agencies with a sworn force of twenty or fewer officers may apply for one (1) officer position. Agencies with a service population of 1 million or above may apply for up to 25 officer positions; however, agencies with a service population less than 1 million may apply for up to 15 officer positions.

FY 2015 CHP grant funds cover 75 percent of the approved entry-level salary and fringe benefits of each newly-hired and/or rehired, full-time sworn career law enforcement officer for three years (36 months) up to \$125,000 per officer position. CHP grant funding will be based on your agency's current entry-level salaries and fringe benefits for full-time sworn officers.

If your agency requests officers to be deployed as School Resource Officers (SRO), ALL OF THE OFFICER POSITIONS REQUESTED BELOW MUST BE USED TO DEPLOY FULL-TIME SCHOOL RESOURCE OFFICERS. Applicants in this focus area are encouraged to refer to Recommendation 4.6 in the Interim Report of the President's Task Force on 21st Century Policing for suggested actions to incorporate into your proposed community policing strategy. [http://cops.usdoj.gov/pdf/taskforce/Interim_TF_Report.pdf] Do not request more officer positions than your agency can expect to deploy in this capacity. A "school resource officer" is a career law enforcement officer, with sworn authority, who is engaged in community policing activities and is assigned by the employing agency to work in collaboration with schools. If awarded a grant for SRO position(s), please note that the COPS Office requires that the officer(s) deployed into the SRO position(s) spend a minimum of 75 percent of their time in and around primary and secondary schools working on school and youth-related activities. The placement of law enforcement officers in school carries a risk of contributing to a "school-to-prison pipeline" process where students are arrested or cited for minor, non-violent behavioral violations and then diverted to the juvenile court system. This pipeline wastes community resources and can lead to academic failure and greater recidivism rates for these students. If awarded, the grantee will agree that any officers deployed while implementing School-based Policing under the COPS Hiring grant cannot be involved in the administrative discipline of the students.

There must be an increase in the level of community policing activities performed in and around primary or secondary schools in the agency's jurisdiction as a result of the grant. The time commitment of the funded officers must be above and beyond the amount of time that the agency devoted to the schools before receiving the grant. Grantees using CHP funding to hire and/or deploy School Resource Officers into schools agree that a signed Memorandum of Understanding (MOU) between the law enforcement agency and the school partner(s) must be submitted to the COPS Office before obligating or drawing down funds under this award. An MOU is not required at time of application; however, if the law enforcement agency already has an MOU in place that is applicable to the partnership, the MOU can be submitted as an attachment in Section 13 of the grant application. The MOU must contain the following: the purpose of the MOU, clearly defined roles and responsibilities of the school district and the law enforcement agency; focusing officers' roles on safety, information sharing, supervision responsibility and chain of command for the SRO and signatures. If awarded, grantee will agree that the MOU must be submitted and accepted by the COPS Office 90 days from the award start date which is located on the Award Document. The implementation of the COPS Hiring Grant without submission and acceptance of the required MOU within the 90 day timeframe may result in expenditures not being reimbursed by the COPS Office and/or award de-obligation.

In addition, in Section 6B, you must select "School Based Policing through School Resource Officers" under "Child and Youth Safety Focus" as your focus area.

Is your agency requesting that all of these officer positions be deployed as School Resource Officers (SROs)?

No Yes

Based on the information provided in this application:

Your agency is eligible to apply for up to the number of officer position(s) shown below.

How many entry-level, full-time officer positions is your agency requesting in this application?

IMPORTANT: If you later return to this section of the application and change the above number of officers you are requesting, you must then go to Section 14A, Part 1 to allow the application to recalculate your budget figures. You will also need to adjust your projection of your Federal/Local share costs in the chart located in Section 14A, Part 3. Failure to do this will cause a conflict in your budget submission. Next, your agency must allocate the number of positions requested under each of the three hiring categories described below based on your agency's current needs at the time of this application. Please be mindful of the initial three-year grant period, and your agency's ability to fill and retain the officer positions awarded, while following your agency's established hiring policies and procedures. CHP grant awards will be made for officer positions requested in each of the three hiring categories, and grantees are required to use awarded funds for the specific categories awarded.

It is imperative that your agency understand that the COPS statutory nonsupplanting requirement mandates that grant funds may only be used to supplement (increase) a grantee's law enforcement budget for sworn officer positions and may not supplant (replace) state, local, or tribal funds that a grantee otherwise would have spent on officer positions if it had not received a grant award. This means that if your agency plans to:

- (a) Hire new officer positions (including filling existing vacancies that are no longer funded in your agency's budget): It must hire these new additional positions on or after the official grant award start date, above its current budgeted (funded) level of sworn officer positions, and otherwise comply with the nonsupplanting requirement as described in detail in the Grant Owner's Manual.
- (b) Rehire officers who have been laid off by any jurisdiction as a result of state, local, or tribal budget cuts: It must rehire the officers on or after the official grant award start date, maintain documentation showing the date(s) that the positions were laid off and rehired, and otherwise comply with the nonsupplanting requirement as described in detail in the Grant Owner's Manual.
- (c) Rehire officers who are (at the time of application) currently scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or tribal budget cuts: It must continue to fund the officers with its own funds from the grant award start date until the date of the scheduled lay-off (for example, if the CHP award start date is September 1 and the lay-offs are scheduled for November 1, then the CHP funds may not be used to fund the officers until November 1, the date of the scheduled lay-off); identify the number and date(s) of the scheduled lay-off(s) in this application (see below); maintain documentation showing the date(s) and reason(s) for the lay-off; and otherwise comply with the nonsupplanting requirement as described in detail in the Grant Owner's Manual. [Please note that as long as your agency can document the date that the lay-off(s) would occur if CHP funds were not available, it may transfer the officers to the CHP funding on or immediately after the date of the lay-off without formally completing the administrative steps associated with a lay-off for each individual officer.]

Documentation that may be used to prove that scheduled lay-offs are occurring for local economic reasons that are unrelated to the availability of CHP grant funds may include (but are not limited to) council or departmental meeting minutes, memoranda, notices, or orders discussing the lay-offs; notices provided to the individual officers regarding the date(s) of the lay-offs; and/or budget documents ordering departmental and/or jurisdiction-wide budget cuts. These records must be maintained with your agency's CHP grant records during the grant period and for three years following the official closeout of the CHP grant in the event of an audit, monitoring, or other evaluation of your grant compliance.

If your agency's request is funded, your agency will have the opportunity after the award announcement to request a grant modification to move awarded funding into the category or categories that meet your agency's law enforcement needs at that time (including updating the dates of future scheduled lay-offs).

If you need additional information regarding requesting a modification, please contact the COPS Office Response Center at 1-800-421-6770.

Category A: New, additional officer positions (including filling existing vacancies no longer funded in your agency's budget).

Category A Request:

Category B: Rehire officers laid off (from any jurisdiction) as a result of state or local budget reductions.

Category B Request:

Category C: Rehire officers scheduled to be laid off (at the time of the application) on a specific future date as a result of state or local budget reductions.

We also need some information about when the layoff of officers in this category is scheduled to occur. In the space below, please indicate when the officer(s) specified in this category are scheduled to be laid off.

To enter your information, click "Add a New Officer Layoff". To save your submission, click "Save" before moving to the next section.

Number of Officers	Date these officers are scheduled to be laid off	Action
--------------------	--	--------

Add a New Officer Layoff

Total Category C Request: 0

Part 3

As noted previously, the number of officers an applicant can request under the COPS Hiring Program in 2015 is capped. However, the COPS Office is interested in learning more about the overall need for officer positions within your department. Therefore, if no officer caps were in place, what is the total number of officers that your agency would be requesting in this application?

Hire

Re-Hires

Lay Off

Part 4

1. Under the 2015 COPS Hiring Program, applicants are not required to hire post-September 11, 2001 military veterans as new hires. However, the COPS Office supports the Attorney General's commitment to hiring military veterans whenever possible. Please note that if your agency checks "yes" to the question below, your agency will be required to maintain documentation that it made every effort possible (consistent with your internal procedures and policies) to hire at least one military veteran.

Does your agency commit to hire and/or rehire at least one post-September 11, 2001 military veteran (as defined in the Application Guide) for the officer position(s) you have requested?

- Yes
- No

If yes, how many officer position(s) from your total 2015 CHP request does your agency anticipate filling with post-September 11, 2001 military veterans?

SECTION 6B: LAW ENFORCEMENT & COMMUNITY POLICING STRATEGY

Community Policing Strategy

COPS Office grants must be used to reorient the mission and activities of law enforcement agencies through initiating community policing or enhancing their involvement in community policing with the officers hired under this grant program, or an equal number of veteran officers who have been redeployed to implement this plan after hiring the entry-level COPS-funded officers. If awarded funds, your responses to sections II(a) and II(b) that follow will constitute your agency's community policing strategy under this grant. Your organization may be audited or monitored to ensure that it is initiating or enhancing community policing in accordance with this strategy. The COPS Office may also use this information to understand the needs of the field, and potentially provide for training, technical assistance, problem solving and community policing implementation tools. Please note that the COPS Office recognizes that your COPS-funded officer(s) (or an equal number of veteran officers who are redeployed after hiring the entry-level COPS-funded officers) will engage in a variety of community policing activities and strategies, including participating in some or all aspects of your identified community policing strategy. Your community-policing strategy may be influenced and impacted by others within and outside of your organization; this is considered beneficial to your community policing efforts.

At any time during your grant, you should be prepared to demonstrate (1) the community policing activities engaged in prior to the grant award that are detailed in section I of this application and (2) how the grant funds and grant-funded officers (or an equal number of redeployed veteran officers) were specifically used to enhance (increase) or initiate community policing activities according to your community policing strategy contained in sections II (a) and II (b) of this application.

Finally, we also understand that your community policing needs may change during the life of your grant. Minor changes to this strategy may be made without prior approval of the COPS Office; however, grantees will be required to report on progress and/or changes to the community policing strategy (if any) through required progress reports. If your agency's community policing strategy changes significantly, you must submit those changes to the COPS Office for approval. Changes are "significant" if they deviate from the specific crime problems(s) originally identified and approved in the community policing

strategy submitted with the application. In some cases, changes to the approved community policing approaches may also be deemed significant and may require approval of a modified community policing strategy by the COPS Office, depending on the scope and nature of those changes as identified in the quarterly progress reports.

The following is the COPS Office definition of community policing that emphasizes the primary components of community partnerships, organizational transformation, and problem solving. Please refer to the COPS Office web site (<http://www.cops.usdoj.gov>) for further information regarding this definition.

Community policing is a philosophy that promotes organizational strategies, which support the systematic use of partnerships and problem solving techniques, to proactively address the immediate conditions that give rise to public safety issues, such as crime, social disorder, and fear of crime.

The COPS Office has completed the development of a comprehensive community policing self-assessment tool for use by law enforcement agencies. Based on this work, we have developed the following list of primary sub-elements of community policing. Please refer to the COPS Office web site (<http://www.cops.usdoj.gov>) for further information regarding these sub-elements.

Community Partnerships:

Collaborative partnerships between the law enforcement agency and the individuals and organizations they serve to both develop solutions to problems and increase trust in police.

Other Government Agencies
Community Members/Groups
Non-Profits/Service Providers
Private Businesses
Media

Organizational Transformation:

The alignment of organizational management, structure, personnel and information systems to support community partnerships and proactive problem-solving efforts.

Agency Management

Climate and culture
Leadership
Labor relations
Decision-making
Strategic planning
Policies
Organizational evaluations
Transparency

Organizational Structure

Geographic assignment of officers
Despecialization
Resources and finances

Personnel

Recruitment, hiring and selection
Personnel supervision/evaluations
Training

Information Systems (Technology)

Communication/access to data
Quality and accuracy of data

Problem Solving:

The process of engaging in the proactive and systematic examination of identified problems to develop effective responses that are rigorously evaluated.

Scanning: Identifying and prioritizing problems

Analysis: Analyzing problems

Response: Responding to problems

Assessment: Assessing problem-solving initiatives

Using the Crime Triangle to focus on immediate conditions (Victim/Offender/Location)

I. Current Organizational Commitment to Community Policing

1) For each of the following statements, please answer in terms of existing agency policies and practices as they relate to collaborative partnerships and problem solving activities. Please check all that apply.

ACTIVITY	Community Partnerships	Problem Solving
Q1a. The agency mission statement, vision, and/or goals includes references to:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Q1b. The agency strategic plan includes specific goals and/or objectives relating to:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Q1c. The agency recruitment, selection and hiring processes include elements relating to:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Q1d. Annual line officers evaluations assess performance in:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Q1e. Line officers receive regular (at least once every two years) training in:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

2) Which of the following internal management practices does your agency currently employ? Please check all that apply.

- Assignment of officers to specific neighborhoods or areas for longer periods of time to enhance customer service and facilitate more contact between police and citizens
- Assignment of officers to geographic hot spots that are defined statistically by creating incident maps to identify geographic clustering of crime and disorder
- In-service training for officers on basic and advanced community policing principles
- Early Intervention Systems that help identify officers who may be showing signs of stress, personal problem, and questionable work conduct
- Alternatives to formal disciplinary practices that encourage ethical behavior
- None of the above

3) Which of the following do you count/measure to annually assess your agency's overall performance? Please check all that apply.

- Response times
- Reported crimes
- Reported incidents
- Arrests and citations
- Problem solving outcomes
- Department employee satisfaction
- Clearance rates
- Complaints of officer behavior
- Reduction of crime in identified hot spots
- Repeat calls for service
- Social disorder/nuisance problems (e.g. graffiti, panhandling, loitering, etc.)
- Satisfaction with police services
- Fear of crime
- Victimization (i.e. non-reported crime)
- Community meetings held/attended
- Use of force incidents
- Meeting the priorities as identified in your agency strategic plan
- My agency does not conduct annual assessments of overall performance

4) Through which of the following does your agency routinely share information with community members? Please check all that apply.

- Neighborhood, beat, and/or school meetings
- Local media outlets
 - Agency newsletter
 - Neighborhood newsletters
- Agency website
 - Social networking (Blogs, Twitter feeds, Facebook pages, etc.)
- Citizen alert system (telephone, email, text, etc.)
 - Citizen alert system that is geographically targeted, based on updated hot spots
 - Public access television/radio
 - Community organization board membership
 - Public forums with Chief/Sheriff/Command staff
- Posters, billboards, flyers
- None of the above

5) Through which of the following ways does your agency formally involve community members in influencing agency practices and operations? Please check all that apply.

- Citizen police academies
- Volunteer activities
 - Auxiliary police programs
 - Civilian review boards (e.g. disciplinary review boards)
 - Citizen advisory groups (i.e. informal advisory function)
 - Involvement in hiring decisions (i.e. interview panels, selection boards, etc.)
 - Involvement in contributing to annual line officer performance reviews
 - Representation on promotional boards
- Participation in accountability and performance reporting and tracking meetings
- Participation in complaint resolution process (i.e. formal mediation, disciplinary boards, etc.)
- None of the above

II(a) Proposed Community Policing Strategy: Problem Solving and Partnerships

COPS grants must be used to initiate or enhance community policing activities with either the newly-hired officers funded by this grant program, or an equivalent number of veteran officers who are redeployed to implement this community policing strategy after hiring the additional entry-level officers with COPS grant funds. In this section you will be asked to identify the crime and disorder problem/focus area and the partners to be engaged through your requested COPS funding. Identifying the specific problem/focus area and partnerships that your agency plans to focus on is important to ensure that you satisfy the requirements for COPS funding under this program and to ensure that ultimately the additional grant-funded officers (or equivalent number of redeployed veteran officers) will initiate or enhance your agency's capacity to implement community policing strategies and approaches.

6) Using the following list, select a problem/focus area that will be addressed by the officers requested in this application. Please choose the option that best fits your problem. You may select one problem/focus area to address through this grant funding.

When identifying a problem, it is important to think about the nature of similar incidents that taken together comprise the problem, and accordingly describe it in precise, specific terms (e.g. "burglary of retail establishments", rather than just "burglary"). In doing this, it can be helpful to consider all aspects of the problem, including the likely offenders, the suitable targets/victims, and how these come together in time and space.

Child and Youth Safety Focus

- Child Sexual Predators and Internet Safety
- Children Exposed to Violence
- Youth Crime and Delinquency

Child and Youth Safety Focus

School Based Policing through School Resource Officers

By selecting this focus area, your agency is committing that if awarded, all officer positions requested in this application (or an equivalent number of redeployed veteran officers) will be used to deploy School Resource officers and address problems in and around primary and secondary schools.

Please specify the areas the School Resource Officer(s) would address (check all that apply):

- Address crime problems, gangs, and drug activities affecting or occurring in or around an elementary or secondary school;
- Develop or expand crime prevention efforts for students;
- Educate youth in crime prevention and safety;
- Develop or expand community justice initiatives for students;
- Train students in conflict resolution, restorative justice, and crime awareness;
- Assist in the identification of physical changes in the environment that may reduce crime in or around the school;
- Assist in developing school policy that addresses crime and to recommend procedural changes to enhance school safety.
- Other Area

(Please Specify Other Area)

[Empty text box for specifying other areas]

Other Child and Youth Safety Focus (please specify)

Drug Related Problems

- Drug Manufacturing/Trafficking
- Drug Dealing
- Drug Abuse
- Other Drug Related Problem (please specify)

Homeland Security Problems

- Protecting Critical Infrastructure Problems
- Information or Intelligence Problems
- Other Homeland Security Problem (please specify)

Non-Violent Crime Problems

- Burglary
- Fraud
- Larceny/Theft (Non-Motor Vehicle)
- Motor Vehicle Theft/Theft from Motor Vehicle
- Vandalism
- Social Disorder
- Quality of Life Problem

If Selected: Please specify your quality of life problem; for example, abandoned vehicles, pan handling, fear of crime, vacant properties etc.

Fear of Crime-Senior Safety/Crime Prevention

Prostitution

Other Non-Violent Crime Problem (please specify)

Building Trust Applicants selecting any of the following Building Trust Focus Areas are encouraged to refer to the Interim Report of the President's Task Force on 21st Century Policing for suggested actions to incorporate into your proposed community policing strategy. [http://cops.usdoj.gov/pdf/taskforce/Interim_TF_Report.pdf]

Impartial Policing

Transparency

Fairness and Respect

Community Engagement

Diversifying Police Departments

Other Building Trust Focus (please specify)

Traffic/Pedestrian Safety Problems

Traffic Congestion

Pedestrian Safety

Driver Safety

Traffic Accidents

Other Traffic/Pedestrian Safety Problem (please specify)

Violent Crime Problems

Assault

Homicide

Rape

Robbery

Domestic/Family Violence

Gun Violence

Other Violent Crime Problem (please specify)

6a) Briefly describe the problem/focus area that you will address with these grant funds and your approach to the problem. [4,000 characters or less]

As people grow older, their chances of being victims increase dramatically. A lifetime of experience coupled with the physical problems associated with aging often makes older Americans fearful. Even though they may be on the lookout constantly for physical attack and burglary, they're not as alert for frauds and con games, and in reality, the greatest crime threat to seniors' well-being and trust. We have developed a program to educate senior citizens in our county in the prevention of crime by doing outreach programs in the community to educate them on preventative measures they can take regarding safety on the street, telephone callers, answering the door at home, as well as special precautions for elderly females. Our program also goes into addressing scams, identity theft, automobile safety and home security. There are 24 municipalities in Gloucester County that have Senior Citizen Organizations, as well as over 55 organizations over senior citizen crime prevention tactics and education. The crime rate continues to increase in Gloucester County due to drug-related issues, economic reasons, and unemployment making the senior citizen community even more vulnerable. In an effort to help our older citizens feel safer here in Gloucester County, our outreach program will assist the local municipalities in educating the seniors and assisting them in combatting crime toward the targeted elderly. At the present time, due to economical reasons, we have been short staffed in many of our divisions and unable to hire new officers. If we had these additional funds, we could man and provide these services in our community.

6b) Will the problem/focus area described above be addressed with an explicit place-based strategy (e.g. hot-spot policing) that targets specific addresses or locations with a disproportionate share of crime or disorder?

- Yes
- No

6c) Which of the following activities will your agency and officers hired under this grant (or an equivalent number of redeployed veteran officers) engage in as it pertains to your identified crime hot spot? (please check all that apply):

- Enhance enforcement efforts (sweeps or increased patrol)
- Targeted community alerts
- Prevention efforts directed at high-risk victims
- Prevention efforts directed at high-risk offenders
- On-going identification of crime concentrations by qualified analysts
- Formal evaluations of the effectiveness of interventions (e.g. using pre/post-test and/or comparison groups)
- None of the above

7) Which of the following information sources did you use to prioritize this problem/focus area as a problem/focus area to address through this grant program (please check all that apply):

- Police department data (e.g. police reports, calls for service, crime data, citizen complaints)
- Agency personnel (e.g. officer feedback, command staff priorities)
- Other local non law enforcement government agency data
- Community based organizations (e.g. faith based, non-profits, social service providers)
- Local businesses
- Individual community members/community meetings
- Community survey
- Local government officials
- The media
- None of the above

8) If awarded funds, my agency will improve our understanding of this problem/focus area by examining (please check all that apply):

- Routinely collected law enforcement data/information related to the problem (e.g. arrest, incident reports, calls for service)
 - The location and/or time aspects of the problem/focus area(e.g. mapping)
- The conditions and environmental factors related to the problem/focus area
- The strengths and limitations of current responses to the problem/focus area
- Non-law enforcement data/information related to the problem/focus area (e.g. insurance crash data, other government agency data, census data, survey data)
- Existing research and best practices related to the problem/focus area
 - Data/information from the community related to the problem/focus area (e.g. resident associations, business groups, non-profit community service organizations)
- Information about offenders contributing to the problem/focus area (e.g. offender interview, arrest records)
- Information about victims affected by the problem/focus area(e.g. crime reports, victim interviews)
 - Strengths and weaknesses of previous responses to the problem/focus area
 - None of the above

9) If awarded funds my agency will use the following information sources to assess our response to this problem/focus area to determine whether the response was implemented and achieved the desired outcomes(please check all that apply):

- Routinely collected law enforcement data/information related to the problem/focus area (e.g. arrests, incident reports, calls for service)
- Data/information regarding whether the response was implemented as planned
- Police data collected for this specific problem/focus area (e.g. problem-specific surveys, field interview contact cards, etc.)
- Non-police data/information related to the problem/focus area(e.g. insurance crash data, other government agency data, census data, survey data)
- Data/information from the community related to the problem/focus area (e.g. resident associations, business groups, non-profit community service organizations)
- Information about offenders contributing to the problem/focus area (e.g. offender interview, arrest records, probation/parole data)
- Information about victims and/or stake holders affected by the problem/focus area(e.g. crime reports, victim interviews)
 - None of the above

10) To the best of your ability at this time, please select from the below list what your primary goals are in responding to your selected problem/focus area (please select up to 3):

- Eliminating the problem/focus area
- Reducing the number of incidents
- Increasing public trust in your agency
- Reducing the seriousness of the incidents or the amount of harm
- Reducing the number of victims and /or repeat victims
- Reducing the number of offenders and/or repeat offenders
- Moving the problem/focus area to another area
- Getting other agencies and/or stake holders to assume responsibility for the problem/focus area
- Improving the response to the problem/focus area (i.e., more comprehensive and coordinated way of dealing with the problem/focus area, providing better services to victims, or greater efficiency in dealing with the problem/focus area)
 - Improving citizen perceptions of the problem/focus area
 - Increasing the number of arrests/citations
 - Reducing the number of calls for service
 - None of the above

11) An important part of a comprehensive community policing strategy is the formation of partnerships, such as working with other public agencies, private organizations, or participation in regional law enforcement partnerships. If awarded funds, will your agency and the grant funded officers (or an equivalent number of redeployed veteran officers) initiate or enhance a partnership with an external group/organization to develop responses to this problem/focus area?

- Yes

No

11a) If awarded funds, how many external groups/organizations will your agency initiate or enhance a partnership with to develop responses to this problem/focus area?

1

11b) Name the most important external groups/organizations that your agency will initiate or enhance a partnership with to develop responses to this problem/focus area (maximum of three partners). Note: you may attach optional letters of this support from any or all of these prospective partners in Section 13 of the application. You will be limited to listing no more than three partners per public safety problem/focus area.

Partner Number	Partner Name	11c/11d	Action
----------------	--------------	---------	--------

11c) For this partner, please indicate the statement that best characterizes this partner:

- Local government agencies (non-law enforcement, e.g. probation/parole, parks and recreation, code enforcement, etc.)
- Community based organizations (e.g. faith based, community redevelopment groups, social service providers, resident associations)
- Businesses operating in the community
- Tribal law enforcement agencies
- Federal, state, or local law enforcement agencies (non-tribal) including through multi-jurisdictional/regional partnerships
- Local educational institutions (schools/colleges/universities)
- Individual stake holders (persons residing, working, or with an interest in the community or problem)

1 Gloucester Co Police Depts

Edit Delete

Add Partner

II(b) Proposed Community Policing Strategy: Organizational Transformation

COPS grants must be used to initiate or enhance community policing activities. In this section you will be asked to identify the organizational change(s) that your agency plans to focus on through your requested COPS funding. Identifying the specific organizational change(s) that your agency plans to focus on is important to ensure that you satisfy the requirements for COPS funding under this program, and to ensure that ultimately the use of these funds will initiate or enhance your agency's capacity to implement community policing approaches.

12) If awarded funds, will your agency initiate or enhance any of the following internal changes to personnel management? (Select no more than 2 internal changes to personnel management that will be addressed with these grant funds.)

- Flexibility in officer shift assignments to facilitate addressing specific problems

Please provide a narrative for each internal change to personnel management identified (2,000 characters or less)

The supervisor in charge of shifts would have at least 1 officer assigned to a detail (s) assisting the various police departments with any type of patrolling, and/or organizing meetings or other types of outreach for the elderly in the community to educate with regards to the prevention of crime; safeguards, etc.

Assignment of officers to specific neighborhoods or areas for longer periods of time to enhance customer service and facilitate more contact between police and citizens

Recruitment and hiring practices that reflect an orientation towards problem solving and community engagement

In-service training for officers on basic and advanced community policing principles

Field training officer (FTO) programs that teach and test problem solving, community engagement, and critical thinking skills

Further define and clarify community policing roles and expectations for officers

Personnel evaluation systems that assess officer activities, accomplishments, and performance related to problem solving and community engagement

Early intervention systems that help identify officers who may be showing early signs of stress, personal problems, and questionable work conduct

- First-line supervisory skills to support officer problem solving and community engagement activities
- Career development and/or promotional processes that reinforce problem solving and community engagement
- None of the above

13) If awarded funds, will your agency initiate or enhance any of the following internal changes to agency management? (Select up to 2 internal changes to agency management that will be addressed with these grant funds.)

- Agency mission statement, vision, and/or goals that reflect the core values of community policing

Please provide a narrative for each internal change to agency management identified (2,000 characters or less)

A plan has been developed as well as a goal in assisting and being there physically for the residents of the county; possibly select a team of volunteers from each municipality; create a web site targeting the high crime communities. The seniors especially need to have peace of mind knowing there are also other types of safety education preventions and awareness for them other than the local departments.

- Agency strategic plan that outlines the goals and objectives around community policing and other departmental priorities
- Organizational performance measurement systems that include community policing metrics, and conduct annual assessments of agency performance
- Technology systems that provide officers, analysts, and the community better and more timely access to data and information
- Mediation strategies to resolve citizen complaints
- Collection, analysis, and use of crime data and information in support of problem solving goals
- Formal accreditation process
- System to capture and track problem solving and partnership efforts and activities
- An organizational assessment of community policing
- Level and frequency of communication with the community on crime problems and agency activities to enhance transparency
- None of the above

III. General Community Support and Engagement

14) Did your agency consult with any of the following groups/organizations on the development of this community policing strategy? Please check all that apply.

- Local government agencies (non-law enforcement, e.g. probation/parole, parks and recreation, code enforcement, etc.)
- Community based organizations (e.g. faith based, community redevelopment groups, social service providers, resident associations)
- Businesses operating in the community
- Tribal law enforcement agencies (outside your jurisdiction)
- Other Federal, state, or local law enforcement agencies
- Multi-jurisdictional or regional task forces/partnerships
- Local educational institutions (schools/colleges/universities)
- Local government officials
- Individual stakeholders residing, working or with an interest in the community and/or problem
- None of the above

15) To what extent are there related governmental and/or community initiatives that complement your agency's proposed community policing strategy?

- a) There are a significant number of related initiatives
- b) There are a moderate number of related initiatives
- c) There are a minimal number of related initiatives

- d) There are no related initiatives
- 16) To what extent is there community support in your jurisdiction for implementing the proposed community policing strategy?
 - a) High level of support
 - b) Moderate level of support
 - c) Minimum level of support
- 17) If awarded funds, to what extent will the community policing strategy impact the other components of the criminal justice system in your jurisdiction?
 - a) Potentially decreased burden
 - b) No change in burden
 - c) Potentially increased burden

SECTION 7: NEED FOR FEDERAL ASSISTANCE

A. Explanation of Need for Federal Assistance

All applicants are required to explain their inability to address the need for this award without federal assistance. Please do so in the space below. [Please limit your response to a maximum of 4,000 characters.]

As people grow older, their chances of being victims increase dramatically. A lifetime of experience coupled with the physical problems associated with aging often makes older Americans react. Even though they may be on the lookout constantly for physical attack and burglary, they're not as alert for frauds and con games, and in reality, the greatest crime threat to seniors' well-being and trust. We have developed a program to educate senior citizens in our county in the prevention of crime by doing outreach programs in the community to educate them on preventative measures they can take regarding safety on the street, telephone callers, answering the door at home, as well as special precautions for elderly females. Our program also goes into addressing scams, identity theft, automobile safety and home security. There are 24 municipalities in Gloucester County that have Senior Citizen Organizations, as well as over 55 communities that have them also. We have been requested frequently to come speak to these organizations over senior citizen crime prevention tactics and education. The crime rate continues to increase in Gloucester County due to drug-related issues, economic reasons, and unemployment making the senior citizen community even more vulnerable. In an effort to help out older citizens feel safer here in Gloucester County, our outreach program will assist the local municipalities in educating the seniors and assisting them in combatting crime toward the targeted elderly. At the present time, due to economical reasons, we have been short staffed in many of our divisions and unable to hire new officers. If we had these additional funds, we could man and provide these services in our community.

B. Service Population

1. Enter the total population of the government entity applying for this grant using the latest census estimate available in the American Fact Finder at <http://FactFinder2.census.gov>.

288288

2. Check here if the population of the entity applying for this grant is not represented by U.S. Census figures (e.g., colleges, special agencies, school police departments, etc.).

3. What is the actual population your department serves as the primary law enforcement entity? 288288

This may or may not be the same as the population specified above. For example, a service population may be the census population minus incorporated towns and cities that have their own police department within your geographic boundaries or estimates of ridership (e.g., transit police) or visitors (e.g., park police). An agency with primary law enforcement authority is defined as having first responder responsibility to calls for service for all types of criminal incidents within its jurisdiction.

3a. If applicable, please explain why the service population differs from the census population:

[Empty rectangular box]

C. Fiscal Health

1) Enter your law enforcement agency's total operating budget for the current AND previous two fiscal years. Please note: All figures must be rounded to the nearest whole dollar.

CURRENT FISCAL YEAR (2015) \$

PREVIOUS FISCAL YEAR (2014) \$

PREVIOUS FISCAL YEAR (2013) \$

2) Since January 1, 2014, what percentages of the following employees in your jurisdiction (city, county, state, tribal, university) have been reduced through lay-offs. Please note: All figures must be rounded to the nearest whole percent.

Civilian Law Enforcement Agency Personnel %

Sworn Law Enforcement Agency Personnel %

Other Government Agency Personnel %

3) The U.S. Census Bureau American Community Survey (ACS) provides multi-year poverty rate estimates for communities. Please go to the U.S. Census Bureau's American Fact Finder (<http://FactFinder2.census.gov>) to determine the percentage of individuals in poverty in your jurisdiction. For jurisdictions not included in the census (e.g., schools, universities, transit, parks), please check the box for "Not Applicable." Please see the program Application Guide for additional information and help in using the American Fact Finder. Please note: All figures must be rounded to the nearest whole percent.

Percentage of individuals in poverty %

Not Applicable:

4) The Bureau of Labor Statistics' Local Area Unemployment Statistics (LAUS) program provides monthly estimates of unemployment for communities. Please go to the Bureau of Labor Statistics' LAUS website (<http://www.bls.gov/lau/data.htm>) to find detailed instructions for looking up your local area's unemployment rate. It may be necessary to select the nearest best match to your jurisdiction (for example, a city of fewer than 25,000 people may report their county level rate). Please see the program Application Guide for additional information and help in using the LAUS data. For jurisdictions not included in the census (e.g., schools, universities, transit, parks), please check the box for "Not Applicable". Please note: All figures must be rounded to the nearest whole percent.

Percentage Unemployed for December 2014

Not Applicable:

5) Indicate if your jurisdiction has experienced any of the following events since January 1, 2014 (Check all that apply)

- A declaration of natural or other major disaster or emergency has been made pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act. (42 U.S.C. 5121 et seq.)
- A declaration as an economically or financially distressed area by the state in which the applicant is located.
- Downgrading of the applicant's bond rating by a major rating agency.
- Has filed for or been declared bankrupt by a court of law.
- Has been placed in receivership or its functional equivalent by the state or federal government.
- Taken on additional law enforcement duties and responsibilities resulting from an agency merger or the disbanding of a neighboring law enforcement agency (which did not result in a new or supplemented funded contract to provide these law enforcement services).

6) In addition to the data collected elsewhere in this application, the COPS Office would like to capture information from jurisdictions that may have faced an unanticipated catastrophic event that had a significant impact on the delivery of law enforcement services or have experienced an unusually large increase in the number of homicides in the past year. Examples of unanticipated catastrophic events include mass shootings, terrorist attacks, natural disasters, or other events leading to mass casualties that would not necessarily be reflected in the UCR crime statistics previously reported. Please note that if your jurisdiction is faced with an unanticipated catastrophic event (e.g., mass shooting, terrorist attack, other mass casualty event) after submission of this application, but before the application closing date, you should contact the COPS Office immediately at 800-421-6770 to update your application to include this information.

If your agency experienced has an unanticipated catastrophic event or an unusually large increase in the number of homicides in the time period from January 1, 2014 to present, check this box.

7) The Promise Zone Initiative is part of the President's plan to create a better bargain for the middle-class by partnering with local communities and businesses to create jobs, increase economic security, expand educational opportunities, increase access to quality, affordable housing and improve public safety. In exchange, these designees will receive the resources and flexibility they need to

achieve their goals. The designees have agreed to and must demonstrate a collaborative effort- between private business and federal, state, tribal and local officials; faith-based and non-profit organizations; children and parents- to ensure that hard work leads to a decent living for every American, in every community.

To be a Promise Zone, your jurisdiction must have been designated as such by the closing date of this solicitation.

If your agency has a designated Promise Zone within its jurisdiction, check the box.

D. Property/Violent Crime

Please select at least one statement below:

- My agency can report crime data for all 3 years (please input in table below:).
- My agency cannot report crime data for 2014.
- My agency cannot report crime data for 2013.
- My agency cannot report crime data for 2012.

1) Using UCR crime definitions, enter the actual number of incidents reported to your agency in the previous three calendar years (2014, 2013, 2012) for the following crime types. Note that only those incidents for which your agency had primary response authority should be provided. Please enter 0 (zero) to indicate no incidents in a particular year/type. Leave blanks only where data is unavailable.

UCR Data	2014	2013	2012
Criminal Homicide			
Forcible Rape			
Robbery			
Aggravated Assault			
Burglary			
Larceny (except motor vehicle theft)			
Motor Vehicle Theft			

SECTION 8: CONTINUATION OF PROJECT AFTER FEDERAL FUNDING ENDS

If you are applying for a COPS grant with a post-award retention plan requirement, please complete A. If you are applying for a COPS grant without a post-award retention plan requirement, please complete B.

A. Continuation of Project after Federal Funding Ends (for COPS grants with a retention plan requirement)

Applicants must plan to retain all sworn officer positions awarded under your COPS hiring grant for a minimum of 12 months at the conclusion of 36 months of federal funding for each position. The retained COPS funded positions should be added to your agency's law enforcement budget with state and/or local funds at the end of grant funding, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the grant. These additional position(s) must be retained using state, local, or other non-federal funding only. You may not use funds awarded by other federal grants to cover the costs of retention. At the time of grant application, applicants must affirm that they plan to retain the positions and identify the planned source(s) of retention funding. We understand that your agency's source(s) of retention funding may change during the life of the grant. Your agency should maintain proper documentation of any changes in the event of an audit, monitoring or other evaluation of your grant compliance. Please refer to the frequently asked questions on retention which can be found here <http://www.cops.usdoj.gov/Default.asp?Item=2367>.

1. Will your agency plan to retain any additional positions awarded under this grant for a minimum of 12 months at the conclusion of federal funding for each position?

Yes

Note: Agencies that do not plan to retain all the positions awarded under this grant are ineligible to receive CHP funding

2. Please identify the source(s) of funding that your agency plans to utilize to cover the costs of retention: (check all that apply)

- General funds
- Raise bond/tax issue
- Private sources/donations
- Non-federal asset forfeiture funds (subject to approval from the state or local oversight agency)
- Fundraising efforts
- State, local, or other non-federal grant funding

Other

If other, please provide a brief description of the source(s) of funding not to exceed 500 characters.

SECTION 12: OFFICIAL PARTNER(S) CONTACT INFORMATION

An official "partner" under the grant may be a governmental, private, school district, or other applicable entity that has established a legal, contractual, or other agreement with the applicant for the purpose of supporting and working together for mutual benefits of the grant. Please see the COPS Application Guide for more information on official partners that may be required.

First Name	Last Name	Agency Name	Action
Title: <input type="text"/>			
First Name: <input type="text"/>	Middle Name: <input type="text"/>	Last Name: <input type="text"/>	
Suffix: Select One... <input type="text"/>			
Name of Partner Agency (e.g., Smithville High School): <input type="text"/>			
Type of Partner Agency (e.g., School District): <input type="text"/>			
Street1: <input type="text"/>			
Street2: <input type="text"/>			
City: <input type="text"/>	State: Select One... <input type="text"/>	Zip/ Postal Code: <input type="text"/>	
Telephone Number: <input type="text"/>	Fax: <input type="text"/>	Email: <input type="text"/>	

Important! Please click "Add Partner" below to add a partner to the list.
Reminder! If you have modified (edit, update, or delete) the list of partners in any way, please click "Save" to store your changes before moving to the next section.

Add Partner

SECTION 13: APPLICATION ATTACHMENTS

This section should be used to attach any required or applicable attachments to your grant applications (e.g., Memorandum of Understanding, etc.)

If awarded, grantees using CHP funding to hire and/or deploy School Resource Officers into schools will agree that a signed Memorandum of Understanding (MOU) between the law enforcement agency and the school partner(s) must be submitted to the COPS Office before obligating or drawing down funds under this award. An MOU is not required at time of application; however, if the law enforcement agency already has an MOU in place that is applicable to the partnership, the MOU can be submitted as an attachment in Section 13 of the grant application. The MOU must contain the following; the purpose of the MOU, clearly defined roles and responsibilities of the school district and the law enforcement agency; focusing officers' roles on safety, information sharing, supervision responsibility and chain of command for the SRO and signatures. If awarded, grantee will agree that the MOU must be submitted and accepted by the COPS Office 90 days from the award start date which is located on the Award Document. The implementation of the COPS Hiring Grant without submission and acceptance of the required MOU within the 90 day timeframe may result in expenditures not being reimbursed by the COPS Office and/or award de-obligation. Please refer to the program-specific Application Guide to determine if an MOU or other application attachments are required. The Guide will also specify if optional attachments are permitted for submission. Please use appropriately descriptive file names (e.g., Program Narrative, Budget Detail Worksheet and Budget Narrative, Timelines, Memoranda of Understanding, Resumes) for all attachments. Please do not submit executable file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: .com, .bat, .exe, .vbs, .cfg, .dat, .db, .dbf, .dll, .ini, .log, .ora, .sys, and .zip. The system may reject applications with files that use these extensions.

Current Attachments

Upload attachments using "Browse..." and "Upload...". File names may only contain: a-z0-9period(.), underscore(_), hyphen(-) Characters other than these will be replaced by a hyphen(-). After clicking the "Upload..." button, please wait for the page to refresh. The uploaded file will automatically appear in the file list.

--	--	--

Form COPS_Sh_ApplicationAttachment_2_2-V2.2.pdf	SF-424	Delete
Form SF424_2_1-V2.1.pdf	SF-424	Delete

Browse: Memorandum of Understanding Upload...

SECTION 14: BUDGET DETAIL WORKSHEETS

Instructions for Completing the Budget Detail Worksheets

The following Budget Detail Worksheets are designed to allow all COPS grant and cooperative agreement applicants to use the same budget forms to request funding. Allowable and unallowable costs vary widely and depend upon the type of COPS program. The maximum federal funds that can be requested and the federal/local share breakdown requirements also vary.

Please refer to the program-specific Application Guide to determine the allowable/unallowable costs, the maximum amount of federal funds that can be requested, and the federal/local share requirements for the COPS program for which your agency is applying (See <http://www.cops.usdoj.gov/Default.asp?Item=46>). To assist you, sample Budget Detail Worksheets are included in each Application Guide.

Please complete each section of the Budget Detail Worksheets applicable to the program for which you are applying (See <http://www.cops.usdoj.gov/Default.asp?Item=46> for requirements). If you are not requesting anything under a particular budget category, please check the appropriate box in that category indicating that no positions or items are requested.

Final calculations will be rounded to the nearest whole dollar. Once the budget for your proposal has been completed, a budget summary page will reflect the total amounts requested in each category, the total project costs, and the total federal and local shares.

If you need assistance in completing the Budget Detail Worksheets, please call the COPS Office Response Center at 800-421-6770.

SECTION 14A: BUDGET DETAIL WORKSHEETS

Instructions: This worksheet will assist your agency in reporting your agency's current entry-level salary and benefits and identifying the total salary and benefits request per officer position for the length of the grant term. Please list the current entry-level base salary and fringe benefits rounded to the nearest whole dollar for one full-time sworn officer position within your agency. Do not include employee contributions. (Please refer to <http://www.cops.usdoj.gov/Default.asp?Item=46> for information on the length of the grant term for the program under which you are applying.)

Special note regarding sworn officer fringe benefits: For agencies that do not include fringe benefits as part of the base salary costs and typically calculate these separately, the allowable expenditures may be included under Part 1, Section B. Any fringe benefits that are already included as part of the agency's base salary (Part 1, Section A of the Sworn Officer Budget Worksheet) should not also be included in the separate fringe listing (Part 1, Section B). Please refer to <http://www.cops.usdoj.gov/Default.asp?Item=46> for information about allowable and unallowable fringe benefits for sworn officer positions requested under the program to which your agency is applying.

A. SWORN OFFICER POSITIONS

Full-Time Entry-Level Sworn Officer Base Salary Information

Part 1: Instructions: Please Complete the questions below based on your agency's entry-level salary and benefits package for one locally-funded officer position. As applicable per the program-specific Application Guide, you may also be required to project Year 2 and Year 3 salaries.

Sworn Officer Position

A. Base Salary Information

Year 1 Salary

Enter the first year entry-level base salary for one sworn officer position.

45415.00

Please check this box if base salary includes vacation costs.

Year 2 Salary

Enter the second year entry-level base salary for one sworn officer position.

46210.00

Please check this box if base salary includes vacation costs.

Year 3 Salary

Enter the third year entry-level base salary for one sworn officer position.

47017.00

Please check this box if base salary includes vacation costs.

Please check this box if the base salary includes sick leave costs.

Please check this box if the base salary includes sick leave costs.

Please check this box if the base salary includes sick leave costs.

B. Fringe Benefit costs should be calculated for each year of the grant term.

FRINGE BENEFITS:	Year 1 Fringe Benefits		Year 2 Fringe Benefits		Year 3 Fringe Benefits	
	COST BASE	% OF SALARY	COST BASE	% OF SALARY	COST BASE	% OF SALARY
Social security expenses cannot exceed 6.2% : Exempt <input type="checkbox"/> 6.2% <input checked="" type="checkbox"/> Fixed Rate	2815.73	6.20	2865.02	6.20	2915.05	6.20
Medicare expenses cannot exceed 1.45% : Exempt <input type="checkbox"/> 1.45% <input checked="" type="checkbox"/> Fixed Rate	658.52	1.45	670.05	1.45	681.75	1.45
Health Insurance (Family Coverage)	16653.68	36.67	17407.31	37.67	18181.47	38.67
Life Insurance	0	0.00	0	0.00	0	0.00
Vacation Number of Hours Annually: <input type="text" value="0"/>	0	0.00	0	0.00	0	0.00
Sick Leave Number of Hours Annually: <input type="text" value="0"/>	0	0.00	0	0.00	0	0.00
Retirement	0	0.00	0	0.00	0	0.00
Worker's Compensation : Exempt	0	0.00	0	0.00	0	0.00
Unemployment Insurance : Exempt	0	0.00	0	0.00	0	0.00
Other <input type="text" value="Select One"/>	0	0.00	0	0.00	0	0.00
Other <input type="text" value="Select One"/>	0	0.00	0	0.00	0	0.00
Other <input type="text" value="Select One"/>	0	0.00	0	0.00	0	0.00
Benefits Sub-Total Per Year (1 Position)	20127.93		20942.38		21778.27	
C. Total Salary + Benefits Per Year (1 Position)	65542.93		67152.38		68795.27	
D. Total Salary and Benefits for Years 1, 2, and 3 (1 Position):	201490.58		X 5	# of Positions	1007452.90	

SALARY DETAILS

Part 2 : Sworn Officer Salary Information

1. If your agency's second and/or third-year costs for salaries and/or fringe benefits increase after the first year, check the reason(s) why in the space below. If these costs do not increase, please select "Not Applicable".

Cost of Living Adjustment (COLA)

- Step Raises
- Change in Benefit Costs
- Not Applicable

Part 3: Federal/Local Share Costs (for Hiring Grants)

As part of the local matching requirement for the 2015 COPS Hiring Program, grantees must assume a progressively larger share of the cost of the grant with local funds over the three-year grant period. This means that your local match must increase each year, while the federal share must decrease.

<input type="text" value="1007452.90"/>	Total Salary and Benefits for year 1, 2, & 3 (all positions):
<input type="text" value="625000.00"/>	Total Federal Share:
<input type="text" value="62.03763968767"/>	Total Federal Percentage:

Total local share required:

Total Local Percentage:

Please project in the chart below how your agency plans to assume a progressively larger share of the grant costs during each year of the program. The chart is only a projection of your plans; while your agency may deviate from these specific projections during the grant period, it must still ensure that the federal share decreases and the local share increases. For more details on local matching requirements for this program, please refer to <http://www.cops.usdoj.gov/Default.asp?Item=46>.

Please use the Recalculate button below after any changes to the benefit table above before moving forward.

Percent of the "Total Local Share Required" your agency plans to assume in Year 1

Percent of the "Total Local Share Required" your agency plans to assume in Year 2

Percent of the "Total Local Share Required" your agency plans to assume in Year 3

Percent Total

Federal Share Year 1

Federal Share Year 2

Federal Share Year 3

Federal Total

Local Share Year 1

Local Share Year 2

Local Share Year 3

Local Total

Recalculate

S. BUDGET SUMMARY

Instructions: Please review the category totals and the total project costs below. If the category totals and project amounts shown are correct, please continue with the submission of your application. Should you need to make revisions to a budget category, please return to the Budget Detail Worksheet.

Section

Budget Category	Category Total	
A. Sworn Officer Positions	\$1007452.90	
B. Non-Sworn Personnel	\$0.00	
C. Equipment & Technology	\$0.00	
D. Supplies	\$0.00	
E. Travel & Training	\$0.00	
F. Contracts & Consultants	\$0.00	
G. Other Costs	\$0.00	
H. Indirect Costs	\$0.00	
Total Project Amount:	\$1007452.90	
Total Federal Share Amount: (Total Project Amount X Federal Share Percentage Allowable)	\$625000.00	62.037640%
Total Local Share Amount (If applicable): (Total Project Amount - Total Federal Share Amount)	\$382452.90	37.962360%

If your application is funded, but for a reduced number of officer positions, the percentage of the local share provided above will be applied to the total project cost of the awarded officers.

Waiver of Local Match

The COPS Office may waive some or all of a grantee's local match requirement based on severe fiscal distress. During the application review process, your agency's waiver request will be evaluated based on the availability of funding, a demonstration of severe fiscal distress as reflected through the fiscal health data in Section 7 of this application, and a comparison of your fiscal health data with that of the overall applicant pool.

Q1: Are you requesting a waiver of the local match based on severe fiscal distress?

No

Contact Information for Budget Questions

Please provide contact information of the financial official that the COPS Office may contact with questions related to your budget submission.

First Name:

Carol

Last Name:

Bonser

Title:

Secretarial Asst

Telephone Number:

(856) 384-4642

Fax:

(856) 384-4679

Email Address:

cburke@co.gloucest

SECTION 15A: ASSURANCES

Several provisions of federal law and policy apply to all grant programs. The Office of Community Oriented Policing Services needs to secure your assurance that the applicant will comply with these provisions. If you would like further information about any of these assurances, please contact your state's COPS Grant Program Specialist at 800-421-6770.

By signing this form, the applicant assures that it will comply with all legal and administrative requirements that govern the applicant for acceptance and use of federal grant funds. In particular, the applicant assures us that:

1. It has been legally and officially authorized by the appropriate governing body (for example, mayor or city council) to apply for this grant and that the persons signing the application and these assurances on its behalf are authorized to do so and to act on its behalf with respect to any issues that may arise during processing of this application.
2. It will comply with the provisions of federal law, which limit certain political activities of grantee employees whose principal employment is in connection with an activity financed in whole or in part with this grant. These restrictions are set forth in 5 U.S.C. § 1501, et seq.
3. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, if applicable.
4. It will establish safeguards, if it has not done so already, to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
5. It will give the Department of Justice or the Comptroller General access to and the right to examine records and documents related to the grant.
6. It will comply with all requirements imposed by the Department of Justice as a condition or administrative requirement of the grant, including but not limited to: the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the Department of Justice in 2 C.F.R. § 2800.101 ; 48 C.F.R. Part 31 (FAR Part 31) (Contract Cost Principles and Procedures); the applicable provisions of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 28 C.F.R. § 38.1; the applicable COPS Application Guide; the applicable COPS Grant Owner's Manuals; and with all other applicable program requirements, laws, orders, or regulations.

7. It will, to the extent practicable and consistent with applicable law, seek, recruit and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions in the agency.

8. It will not (and will require any subgrantees, contractors, successors, transferees, and assignees not to), on the grounds of race, color, religion, national origin, sex, disability, or age, unlawfully exclude any person from participation in, deny the benefits of or employment to any person, or subject any person to discrimination in connection with any programs or activities funded in whole or in part with federal funds. These civil rights requirements are found in the non-discrimination provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. § 3789d); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); the Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.); Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681, et seq.); and the corresponding DOJ regulations implementing those statutes at 28 C.F.R. Part 42 (subparts C, D, E, G, and I). It will also comply with Executive Order 13279 Equal Treatment for Faith-Based Organizations and its implementing regulations at 28 C.F.R. Part 38, which requires equal treatment of religious organizations in the funding process and nondiscrimination of beneficiaries by Faith-Based Organizations on the basis of belief or non-belief.

A. In the event that any court or administrative agency makes a finding of discrimination on grounds of race, color, religion, national origin, gender, disability or age against the applicant after a due process hearing, it agrees to forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531.

B. If your organization has received an award for \$500,000 or more and has 50 or more employees, then it has to prepare an Equal Employment Opportunity Plan (EEO Plan) and submit it to the Office for Civil Rights ("OCR"), Office of Justice Programs, 810 7th Street, N.W., Washington, DC 20531, for review within 60 days of the notification of the award. If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still has to prepare an EEO Plan, but it does not have to submit the EEO Plan to OCR for review. Instead, your organization has to maintain the EEO Plan on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. If your organization received an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEO Plan requirement. However, your organization must complete Section A of the Certification Form and return it to OCR.

9. Pursuant to Department of Justice guidelines (June 18, 2002 Federal Register (Volume 67, Number 117, pages 41455-41472)), under Title VI of the Civil Rights Act of 1964, it will ensure meaningful access to its programs and activities by persons with limited English proficiency.

10. It will ensure that any facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency' (EPA) list of Violating Facilities and that it will notify us if advised by the EPA that a facility to be used in this grant is under consideration for such listing by the EPA..

11. If the applicant's state has established a review and comment procedure under Executive Order 12372 and has selected this program for review, it has made this application available for review by the state Single Point of Contact.

12. It will submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget for clearance under the Paperwork Reduction Act of 1995 if required.

13. It will comply with the Human Subjects Research Risk Protections requirements of 28 C.F.R. Part 46 if any part of the funded project contains non-exempt research or statistical activities which involve human subjects and also with 28 C.F.R. Part 22, requiring the safeguarding of individually identifiable information collected from research participants.

14. Pursuant to Executive Order 13043, it will enforce on-the-job seat belt policies and programs for employees when operating agency-owned, rented or personally-owned vehicles.

15. It will not use COPS funds to supplant (replace) state, local, or Bureau of Indian Affairs funds that otherwise would be made available for the purposes of this grant, as applicable.

16. If the awarded grant contains a retention requirement, it will retain the increased officer staffing level and/or the increased officer redeployment level, as applicable, with state or local funds for a minimum of 12 months following expiration of the grant period.

17. It will not use any federal funding directly or indirectly to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law ratification, policy or appropriation whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy or appropriation as set forth in the Anti-Lobby Act, 18 U.S.C. § 1913.

18. In the event that a portion of grant reimbursements are seized to pay off delinquent federal debts through the Treasury Offset Program or other debt collection process, it agrees to increase the non-federal share (or, if the awarded grant does not contain a cost sharing requirement, contribute a non-federal share) equal to the amount seized in order to fully implement the grant project.

19. None of the funds made available under this award may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.

False statements or claims made in connection with COPS grants (including cooperative agreements) may result in fines, imprisonment, disbarment from participating in federal grants or contracts, and/or any other remedy available by law.

I certify that the assurances provided are true and accurate to the best of my knowledge.

Elections or other selections of new officials will not relieve the grantee entity of its obligations under this grant.

Signature of Law Enforcement Executive/Agency Executive (For your electronic signature, please type in your name) Carmel Morina

Carmel Morina

Date:

06/12/2015

Signature of Government Executive/Financial Official (For your electronic signature, please type in your name) Robert Damminger

Robert Damminger

Date:

06/12/2015

SECTION 15B: CERTIFICATIONS

Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Federal Taxes and Assessments; Drug-Free Workplace Requirements; and Coordination with Affected Agencies.

Although the Department of Justice has made every effort to simplify the application process, other provisions of federal law require us to seek your agency's certification regarding certain matters. Applicants should read the regulations cited below and the instructions for certification included in the regulations to understand the requirements and whether they apply to a particular applicant. Signing this form complies with certification requirements under 28 C.F.R. Part 69, "New Restrictions on Lobbying," 2 C.F.R. Part 2867, "Nonprocurement Debarment and Suspension," the applicable appropriations Acts, 28 C.F.R. Part 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)," and the coordination requirements of the Public Safety Partnership and Community Policing Act of 1994. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered grant.

1. Lobbying

As required by 31 U.S.C. § 1352, implemented at 28 C.F.R. Part 69, for persons entering into a grant or cooperative agreement over \$100,000, and 2 C.F.R. § 200.450 as adopted by the Department of Justice in 2 C.F.R. § 2800.101, the applicant certifies that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment or modification of any federal grant or cooperative agreement;
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and
- C. If applicant is a nonprofit organization or an institution of higher education, it will comply with the additional lobbying restrictions set forth in 2 C.F.R. § 200.450(c) as adopted by the Department of Justice in 2 C.F.R. § 2800.101; and
- D. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. Debarment, Suspension and Other Responsibility Matters (Direct Recipient)

Pursuant to Executive Order 12549, Debarment and Suspension, as implemented at 2 C.F.R. Part 2867, for prospective participants in primary covered transactions, as defined at 2 C.F.R. § 2867.20(a), and other requirements, the applicant certifies that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- B. Have not within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) or private agreement or transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements,

tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and

D. Have not within a three-year period preceding this application had one or more public transactions (federal, state or local) terminated for cause or default.

3. Mandatory Disclosure

Pursuant to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. § 200.113 as adopted by the Department of Justice in 2 C.F.R. § 2800.101, the applicant certifies that it:

A. Has not violated any federal criminal law involving fraud, bribery, or gratuity that may potentially affect the federal grant or cooperative agreement.

B. Shall timely disclose in writing to the federal awarding agency or pass-through entity, as applicable, any violation of federal criminal law involving fraud, bribery, or gratuity that may potentially affect the federal grant or cooperative agreement.

C. Shall require that the language of this certification be included in the award documents for all subawards (including subgrants and cooperative agreements) and shall require all subrecipients certify and disclose accordingly.

4. Federal Taxes and Assessments

A. If applicable, an applicant who receives an award in excess of \$5,000,000 certifies that, to the best of its knowledge and belief, the applicant has filed all Federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal Revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

B. The applicant certifies that it does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

5. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 C.F.R. Part 83, for grantees/recipients, as defined at 28 C.F.R. § 83.660 -

A. The applicant certifies that it will, or will continue to, provide a drug-free workplace by:

(i) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(ii) Establishing an on-going drug-free awareness program to inform employees about -

(a) The dangers of drug abuse in the workplace;

(b) The grantee's policy of maintaining a drug-free workplace;

(c) Any available drug counseling, rehabilitation and employee assistance programs; and

(d) The penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace;

(iii) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (i);

(iv) Notifying the employee in the statement required by paragraph (i) that, as a condition of employment under the grant, the employee will -

(a) Abide by the terms of the statement; and

(b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(v) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (iv)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: COPS Office, 145 N St, NE, Washington, D.C. 20530. Notice shall include the identification number(s) of each affected grant;

(vi) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (iv)(b), with respect to any employee who is so convicted -

- (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency;
- (vii) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (i), (ii), (iii), (iv), (v), and (vi).

B. The applicant further certifies that it will identify all known workplaces under each COPS Office award, keep the identification documents on file, and make them available for inspection upon request by the Department of Justice officials or their designated representatives.

6. Coordination

The Public Safety Partnership and Community Policing Act of 1994 requires applicants to certify that there has been appropriate coordination with all agencies that may be affected by the applicant's grant proposal if approved. Affected agencies may include, among others, the Office of the United States Attorney, state or local prosecutors, or correctional agencies. The applicant certifies that there has been appropriate coordination with all affected agencies.

Where the applicant is unable to certify to any of the statements in this Certifications form, he or she shall attach an explanation to this application regarding the particular statement that cannot be certified. Please check the box if an explanation is attached to this application. Please note that the applicant is still required to sign the Certifications form to certify to all the other applicable statements.

False statements or claims made in connection with COPS grants (including cooperative agreements) may result in fines, imprisonment, disbarment from participating in federal grants or contracts, and/or any other remedy available by law.

I certify that the assurances provided are true and accurate to the best of my knowledge.

Elections or other selections of new officials will not relieve the grantee entity of its obligations under this grant.

Signature of Law Enforcement Executive/Agency Executive (For your electronic signature, please type in your name) Carmel Morina

Carmel Morina

Date:

06/12/2015

Signature of Government Executive/Financial Official (For your electronic signature, please type in your name) Robert Damminger

Robert Damminger

Date:

06/12/2015

SECTION 16: DISCLOSURE OF LOBBYING ACTIVITIES

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District number, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

- 5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
- 6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
- 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFPD E-90-001."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting registrant identified in item 4 to influence the covered Federal action.
 (b) Enter the full name(s) of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
- 11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352.

Not Applicable

1. Type of Federal Action:

- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:

- a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:

- a. initial filing
- b. material change

For Material Change Only: If you select "b. material change" above, the following three fields are required.

4. Name and Address of Reporting Entity:

Gloucester County Sheriff
 2 S. Broad St.
 Woodbury NJ 08096

- a. Prime

b. Subawardee

Subawardee Tier, if known

Congressional District (number), if known:

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Gloucester County Sheriff
2 S. Broad St.
Woodbury NJ 08096

Congressional District (number), if known:

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable:

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):

10. b. Individuals Performing Services (including address if different from No.1 0a) (last name, first name, MI):

11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Typed Name:

Title:

Telephone Number:

DATE:

06/12/2015

Federal Use Only:

Authorized for Local Reproduction, Standard Form - LLL

SECTION 17: CERTIFICATION OF REVIEW AND REPRESENTATION OF COMPLIANCE WITH REQUIREMENTS

1) Federal Civil Rights and Grant Reviews:

Please be advised that an application may not be funded and, if awarded, a hold may be placed on the award if it is deemed that the applicant is not in compliance with federal civil rights laws, and/or is not cooperating with an ongoing federal civil rights investigation, and/or is not cooperating with a Department of Justice grant review or audit.

2) Certification of Review of 28 C.F.R. Part 23/Criminal Intelligence Systems:

Please review the COPS Application Guide: Legal Requirements Section for additional information.

Please check one of the following, as applicable to your agency's intended use of this grant:

No, my agency will not use these COPS grant funds (if awarded) to operate an interjurisdictional criminal intelligence system.

* Yes, my agency will use these COPS grant funds (if awarded) to operate an interjurisdictional criminal intelligence system. By signing below, we assure that our agency will comply with the requirements of 28 C.F.R. Part 23.

3) Certification of Review and Representation of Compliance with Requirements:

The signatures of the Law Enforcement Executive/Agency Executive, Government Executive/Financial Official, and the Person Submitting this Application on the Reviews and Certifications represent to the COPS Office that:

- a) the signatories have been legally and officially authorized by the appropriate governing body to submit this application and act on behalf of the grant applicant entity;
b) the applicant will comply with all legal, administrative, and programmatic requirements that govern the applicant for acceptance and use of federal funds as outlined in the applicable COPS Application Guide; the COPS Grant Owner's Manual, Assurances, Certifications and all other applicable program regulations, laws, orders, and circulars;
c) the applicant understands that false statements or claims made in connection with COPS programs may result in fines, imprisonment, debarment from participating in federal grants, cooperative agreements, or contracts, and/or any other remedy available by law to the federal government;
d) the information provided in this application, including any amendments, shall be treated as material representations of fact upon which reliance will be placed when the Department of Justice determines to award the covered grant;
e) the applicant understands that as a general rule COPS funding may not be used for the same item or service funded through another funding source; and
f) the applicant and any required or identified official partner(s) listed in Section 12 are partners in this grant project and mutually agreed to this partnership prior to this grant application.

The signatures of the Law Enforcement Executive/Agency Executive and the Government Executive/Financial Official on this application must be the same as those identified in Section 4 of this application. Applications with missing, incomplete, or inaccurate signatories or responses may not be considered for funding.

Signature of Law Enforcement Executive/Agency Executive (For your electronic signature, please type in your name) Carmel Morina

Carmel Morina

Date:

06/12/2015

Signature of Government Executive/Financial Official (For your electronic signature, please type in your name) Robert Damminger

Robert Damminger

Date:

06/12/2015

Signature of Person Submitting This Application (For your electronic signature, please type in your name)

Carol Bonser

Date:

06/12/2015

✓ By clicking this box, the applicant understands that the use of typed names in this grant application and the required grant forms, including the Assurances and Certifications, constitute electronic signatures and that the electronic signatures are the legal equivalent of handwritten signatures.

APPLICATION REVIEW

No Audit Errors available for this agency

Submit

Your application has been successfully recorded.

Submission Date: 2015-06-16 09:09:34
ORI: NJ00800
Confirmation Number: 1002371_1058769984
Program Type: COPS Hiring Program

Thank you for submitting your agency's COPS Application. If you have any questions or concerns you may contact the COPS Office Response Center at 800.421.6770. When contacting the COPS Office concerning the submission of this application, please reference your agency's ORI number.

[Click here to return to the COPS Application home page.](#)

Paperwork Reduction Act Notice

The public reporting burden for this collection of information is estimated to be up to 11.3 hours per response, depending upon the COPS program being applied for, which includes time for reviewing instructions. Send comments regarding this burden estimate or any other aspects of the collection of this information, including suggestions for reducing this burden, to the Office of Community Oriented Policing Services, U.S. Department of Justice, 145 N Street NE, Washington, DC 20530; and to the Public Use Reports Project, Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

You are not required to respond to this collection of information unless it displays a valid OMB control number. The OMB control number for this application is 1103-0098 and the expiration date is 04/30/2017.

RESOLUTION AUTHORIZING AGREEMENTS WITH MUNICIPALITIES IN GLOUCESTER COUNTY FOR THE PROVISION OF THE MUNICIPAL ALLIANCE ALCOHOLISM AND DRUG ABUSE PREVENTION SERVICES FROM JULY 1, 2015 TO JUNE 30, 2016

WHEREAS, the County of Gloucester has applied for and received grant funds through the New Jersey Governor's Council on Alcoholism and Drug Abuse; and

WHEREAS, pursuant to the program, the Alcoholism and Drug Abuse Services are to be provided through individual municipalities for the purposes of prevention, education and intervention within the communities; and

WHEREAS, the County has agreed to enter into an agreement with the Township of Deptford, for a total amount of \$25,044.00; Elk/Franklin Township, for a total amount of \$23,364.00; Borough of Glassboro for a total amount of \$18,841.00, Mantua/Harrison Township, for a total amount of \$18,977.00; Monroe Township, for a total amount of \$26,460.00; Washington Township, for a total amount of \$34,880.00; and West Deptford Township, for a total amount of \$19,920.00, for the provision of Municipal Alliance Alcoholism and Drug Abuse Prevention Services; and

WHEREAS; the activities proposed within each agreement will be conducted in compliance with N.J.S.A. 26:2BB-5 and 6 and in accordance with the State and Federal statutes, as well as regulations and policies promulgated by either the State or Federal Government; and

WHEREAS, the County's Department of Health, Senior and Disability Services, Division of Disability Services reviews all data in the municipal agreements and certifies to the Board of Chosen Freeholders of the County that all municipal plan agreements are correct and contain an annualized action and spending plan; and

WHEREAS, the Purchasing Agent has certified the availability of funds for the Township of Deptford Agreement in the amount of \$25,044.00, pursuant to C.A.F.# G-02-15-385-331-20299, which amount shall be charged against budget line item G-02-15-385-331-20299; Elk/Franklin Township Agreement in the amount of \$23,364.00, pursuant to C.A.F.# G-02-15-385-331-20299, which amount shall be charged against budget line item G-02-15-385-331-20299; Borough of Glassboro in the amount of \$18,841.00, pursuant to C.A.F.# G-02-15-385-331-20299, which amount shall be charged against budget line item G-02-15-385-331-20299; Mantua/Harrison Township Agreement in the amount of \$18,977.00, pursuant to C.A.F.# G-02-15-385-331-20299, which amount shall be charged against budget line item G-02-15-385-331-20299; Monroe Township Agreement in the amount of \$26,460.00, pursuant to C.A.F.# G-02-15-385-331-20299, which amount shall be charged against budget line item G-02-15-385-331-20299; Washington Township Agreement in the amount of \$34,880.00, pursuant to C.A.F.# G-02-15-385-331-20299, which amount shall be charged against budget line item G-02-15-385-331-20299; West Deptford Township Agreement in the amount of \$19,920.00, pursuant to C.A.F.# G-02-15-385-331-20299, which amount shall be charged against budget line item G-02-15-385-331-20299.

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 documents necessary to effectuate Agreements between the County of Gloucester and Township of Deptford, for a total contract amount of \$25,044.00; Elk/Franklin Township, for a total contract amount of \$23,364.00; Borough of Glassboro for a total amount of \$18,841.00; Mantua/Harrison Township, for a total contract amount of \$18,977.00; Monroe Township, for a total contract amount of \$26,460.00; Washington Township, for a total contract amount of \$34,880.00; and West Deptford, for a total contract amount of \$19,920.00, for the purposes set forth herein, for a one year period, from July 1, 2015 to June 30, 2016.

BE IT FURTHER RESOLVED that the County's Department of Health, Senior and Disability Services, Division of Disability shall be responsible for monitoring the municipalities spending and expenditure reports according to the prevention plan.

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



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER
ADMINISTRATOR/ CLERK OF THE BOARD

61

AGREEMENT

THIS AGREEMENT between the **County of Gloucester**, hereinafter referred to as the "COUNTY", acting as the grant administrator for the Governor's Council on Alcoholism and Drug Abuse, "hereinafter referred to as the "COUNCIL" and on behalf of the **Township of Deptford** for the participation of the Alliance to Prevent Alcoholism and Drug Abuse, here after referred to as the "GRANTEE".

The undersigned accepts this agreement and attachments A-G annexed hereto be the Terms and Conditions of Grant participation in the Alliance to Prevent Alcoholism and Drug Abuse. This Agreement will remain valid for the period July 1, 2015 to June 30, 2016 contingent upon full compliance will all the Terms and Conditions.

If, through any cause within its control, the GRANTEE shall fail to fulfill in a timely and professional manner the obligations under this Agreement, or if the GRANTEE should violate any of its covenants, provisions or stipulations of this Agreement, the county will have the right to terminate this Agreement by written notice to the GRANTEE and specifying the effective date thereof, at last thirty (30) days prior to the termination date.

Funds issued by the COUNTY to the GRANTEE under this Agreement shall not exceed the amount of \$25,044.00.

THIS AGREEMENT is made effective the _____ day of _____, 2015.

IN WITNESS WHEREOF, the COUNTY and the GRANTEE have executed this Agreement on the day and year first written above.

ATTEST:

COUNTY OF GLOUCESTER

CHAD M. BRUNER
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER
DIRECTOR

ATTEST:

TOWNSHIP OF DEPTFORD

By:
Title:

ATTACHMENT A

PROGRAMATIC REQUIREMENTS

Alliance Programs under the control of the GRANTEE, which make use of funds, issued by this Letter of Agreement will adhere to the scope and purpose of the Governor's Council on Alcoholism and Drug Abuse as outlined in N.J.S.A. 26:2BB-1 et seq. And N.J.A.C. 17:40-1 et seq.

Further, the GRANTEE accepts responsibility of ensuring that programs adhere to those originally outlined by the GRANTEE in the approved 2015 County Alliance Plan.

Variations from the County Alliance Plan with respect to programmatic content,

WITHOUT APPROVAL will make liable the termination of this Agreement.

Changes in programmatic content must be received by the COUNCIL in writing and receive authorization from the State Alliance Coordinator or designee prior to initiation.

In addition, the COUNTY will ensure that any Municipality receiving funds as a GRANTEE derived from this Agreement must:

- demonstrate coordination with the County Office on Alcoholism and Drug Abuse; and
- identify and impact some aspect of the biopsychosocial model; and
- incorporate broad based, community efforts; and
- illustrate a broad base of service as determined by local needs; and
- be used for school or community based prevention, efforts, early intervention services and/or education, support for outreach efforts; and
- be clearly denoted as an alcohol and drug prevention, education and/or education and/or public drug and alcohol awareness activity; and
- deliver a consistent "no use" message to those under legal age limits or other legal provisions indicated by the laws of the State of New Jersey.

PROGRAMMATIC REPORTING

Programmatic reports will include all relevant data on the progress of and adherence to the County Alliance Plan by the GRANTEE. The Format that **must** be used by the GRANTEE in this reporting will be issued by the County or State Alliance Coordinator. GRANTEE monitoring is to be a staff function of the COUNTY. The focus of this monitoring will be the GRANTEE fidelity to the County Alliance Plan with regards to both Fiscal and Programmatic areas.

Programmatic reports shall be forwarded in a timely fashion and must be accompanied by the Fiscal Report to the County. The GRANTEE shall have the option to report on a quarterly basis. Once the reporting basis is selected, the grantee will be required to submit both the Programmatic and Fiscal reports in the same manner. The final report will be a year long summary of financial activities. Payments may be withheld pending receipt/approval of fiscal program reports.

ATTACHMENT B

FISCAL REQUIREMENTS

The GRANTEE (s) shall save and hold harmless the State of New Jersey, Council and the County of Gloucester, its officers, agent representatives, successors, and assigns and from any and all suits, or action of every nature and kind which may be brought for or on account of any injury, death, or damage arising or growing out of the acts of omission of the GRANTEE, their officers, or employees under this agreement.

The GRANTEE, by signing this Letter of Agreement, accepts Fiscal responsibility that all funds issued by this document are used within the scope and context of N.J.S.A. 26:2BB-1 et seq., N.J.A.C. 17:40-1 et seq., and the approved County Alliance Plan by all subsequent GRANTEES.

The COUNTY is required to ensure that all GRANTEE (s) maintain expense and cash status information. The GRANTEE agrees that all funds awarded through this Letter of Agreement should be expended during the agreement period. Moneys carried forward must have the written authorization of the Executive Director of the COUNCIL. The GRANTEE (s) may incur costs only during the term of the Agreement. Funds obligated, but not disbursed as of the termination or expiration of this Agreement shall be paid within ninety (90) days following the termination or expiration of this agreement. The GRANTEE realizes that all COUNCIL funding is contingent upon approval of the County Alliance Plan and all required periodic reports. Further, the GRANTEE realizes that continued program involvement by the State of New Jersey and the COUNCIL will be contingent on the availability of funds. The GRANTEE agrees to generate and expend the required 100% match (25% cash and 75% in-kind) for the period of this agreement as outlined in N.J.A.C. 17:40-1 et seq. The GRANTEE(s), who realize revenues from programs funded by this agreement may use those funds to satisfy current matching requirements or to enhance approve Alliance programs. This revenue shall be

reflected in the year end audit submission of the GRANTEE and in all Fiscal reports.

BUDGET CHANGES

Prior approval is required from the State Alliance Coordinator where cumulative transfers among direct cost categories, or if applicable, among separately budgeted programs, projects, functions or activities exceed or are expected to exceed \$500.00 of the current total approved Municipal Alliance Budget. Prior approval is also required for any item or cost not approved in the original approved Municipal Alliance Budget.

The legislative mandate against supplantation of Drug Enforcement Demand Reduction monies will be closely followed and strictly enforced by the COUNCIL.

The GRANTEE will not, under any circumstance, supplant (ie. The use of these funds for any pre-existing resources or services) monetary disbursement made by this agreement. Violations of this stipulation will render this agreement null and void. The COUNCIL reserves the right to forward information of violations to the Office of the Attorney General.

AUDIT REQUIREMENTS

Audit and Cost Principles

GRANTEE is responsible for obtaining audits in accordance with the N.J. Single Audit Policy as established by the N.J. Department of Treasury in OMB Circular Letter 87-11, unless specifically excluded by the following:

- A. Hospitals subject to OME Circular A-110
- B. Colleges and universities that are part of a state entity
- C. GRANTEE (s) receiving less than \$25,000.00 of assistance in a fiscal year Exclusion from the Single Audit Policy will not relieve the GRANTEE of its audit responsibility. The organization will remain subject to audit requirements of the applicable OMB Circular Letter.

GRANTEE remains subject to examination by the COUNTY or the COUNCIL.

The applicable audit policy for the application of audit standards for specific recipients is as follows:

Governmental Recipients:

U.S. Office of Management and Budget Circular A-128 and amendments.

Other Recipients:

Comply in principle with the requirements of OMB Circular A-128, although this document is not specific towards non-governmental agencies.

The GRANTEE is required to forward a copy of the annual audit to the COUNCIL within 180 days of the close of the entity's fiscal year.

For GRANTEE receiving funds the following Federal principles for determining allowable costs have been adopted by the COUNCIL.

- | | |
|------------------------------------|--------------------|
| A) Local Governments | OMB Circular A-87 |
| B) Educational Institutions | OMB Circular A-21 |
| C) Private nonprofit organizations | OMB Circular A-122 |

Other than:

1. institutions of higher education
2. hospitals
3. organizations named in OMB A-122 as not subject to that circular

D. For-profit organizations

Other than;

1. hospitals
2. organizations named in OMB A-122 as not subject to that circular.

GRANTS

The cost principles applicable to a GRANTEE under a grant to the County will not necessarily be the same as those applicable to the County. For example, where the County awards a grant to a private non-profit organization, OMB Circular 122 would apply to

the costs incurred by the non-profit organization, even though OMB Circular A-87 would apply to the county.

FINANCIAL STATUS REPORTING

Funds will be issued under this Letter of Agreement on a cost reimbursement basis. The method of disbursement will be by Gloucester County Purchase Order. The requirements for the issuance of funds will be the **TIMELY SUBMISSION** of the required report of grant expenditures with **PROPER DOCUMENTATION**.

This Report will include all relevant data on the progress of, and adherence to the County Alliance Plan by GRANTEE. The Format that **must** be used by the GRANTEE in this reporting will be issued to the County by the Council Fiscal Officer. All expenditure reports shall be forwarded no later than **15 days** after the close of the reporting period due.

Quarterly reports are due in the County office no later than the following:

(1st quarter) October 15, 2015, (2nd quarter) January 15th 2016, (3rd quarter) April 15, 2016, (4th quarter) July 15, 2016

REPORT OF GRANT EXPENDITURES

Specific instructions are provided to describe the manner in which the report is to be completed. The purpose of this report is to compare actual expenditures with the pre-approved budget.

- A. Final reports shall be due forty-five days after the expiration or termination of the LOA.
- B. Failure to provide the required reports in the prescribed time frame constitutes grounds for withholding future payments. All expenditure reports must be signed by the GRANTEE financial officer, or by a designated individual in the organization for which authorization has been forwarded to the County. Failure to submit reports when due will constitute grounds for non-compliance with award terms and conditions.

The Expenditure report shall include:

-cost summary of all expenses incurred by the GRANTEE during the reporting period; and

-a cost summary of grant and matching funds incurred by the GRANTEE; and

-all other pertinent fiscal information as may be required by the COUNCIL

The financial status report and the programmatic report will be reviewed to determine the reason and qualitative use of funds, as outlined in the approved County Alliance Plan.

ATTACHMENT C

OTHER COMPLIANCE REQUIREMENTS

The GRANTEE will ensure that funds dispersed through this Letter of Agreement are not used for partisan political activity, or similar activity by any person or organization making use of these programs and/or funds.

The GRANTEE will, and will ensure that all subsequent SUBCONTRACTOR (s) adhere to the following statement:

“No person shall, on the grounds of race, color, national origin, age, sex, religion or handicap be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or in part, by State of New Jersey funds.”

The GRANTEE will, and will ensure all subsequent SUB-CONTRACTORS, conduct all meetings open to the public as indicated in N.J.A.C. 17:40 et seq.

The GRANTEE will, and will ensure that all subsequent SUB-CONTRACTORS adhere to all Federal and State guidelines for a Drug Free Workplace.

The SUB-CONTRACTORS will, and will ensure that all subsequent SUB-CONTRACTORS, participate and cooperate with the COUNTY and COUNCIL for scheduled site visits. The GRANTEE will, when issuing statements, press releases, request for proposals, bid solicitations, and other documents describing projects or programs funded through the Alliance in whole or part, the GRANTEE should clearly state:

1. The percentage of the total costs of the program which will be financed with Alliance funds.
2. The dollar amount of Alliance funds for the project or program; and
3. The percentage and dollar amount of the total cost of the project or program that will be financed by non-governmental sources.

ATTACHMENT D

P.L. 1975, C.127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or sub-contractor, where applicable, will not discriminate against any employee or applicant for employment marital status, sex or handicap. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex handicap or affectional or sexual orientation. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation: selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

The contractor or sub-contractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract for understanding, a notice to be provided by the agency contracting officer advising the labor union or workers, representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or sub-contractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127 as amended and supplemented from time to time.

The contractor or sub-contractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, handicap, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or sub-contractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or sub-contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, handicap, or affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

ATTACHMENT E

GENERAL CONDITIONS OF FUNDING

Any materials developed for distribution, publication or advertisement using DEDR funds shall contain a statement acknowledging the Governor's Council on Alcoholism and Drug Abuse as the source. All such materials, wherever possible, shall have affixed or imprinted the official GCADA Logo.

ALLOWABLE COSTS WITH PRIOR WRITTEN APPROVAL

1. USE OF OUT OF AREA SERVICES – when considering sources for programmatic expenditure, services within the municipality are to be used first, services within the county second, and services within the state third. All attempts are to be made to use the most local resources. Out of county or state resources are unacceptable without written exception from the Governor's Council on Alcoholism and Drug Abuse.

Resources for training are expected to be found in the Municipality or in the County of Contract origination. In the event these resources are unavailable in the Municipality or County then neighboring counties could be used if approved by the State Alliance Staff. Out of state resources will not be approved for Alliance expenditure.

2. EQUIPMENT – is an article of tangible personal property that has a useful life of more than two years and an acquisition cost of \$500.00 or more. Purchases are to be made for the sole purpose of the support and performance of programmatic activities.

ATTACHMENT F

Instructions for completing Reporting of Grant Activity

DEFINITIONS – RE: REPORT OF GRANT ACTIVITY

Reporting Agency and Address – Enter the name of the county and complete mailing address including zip code.

- A. Reporting Period – Enter the month, day and year of the beginning and ending dates for which this report is prepared.
- B. Budget Period – Refer to the Letter of Agreement or latest Modification for this information. The budget period is the period of time for which a project is funded.
- C. Report Number – Reports should be numbered consecutively within the budget period.
- D. Revision of Report Number – Complete this section only if a revised report of sub-grant activity is being submitted.
- E. Final Report – Indicate on this line if the final report of sub-grant activity is being submitted. Final reports are due no later than sixty (60) days after the completion of the budget period.
- F. Name of Participating Municipality – Enter the name of the city, township or other organization that has been awarded funding. Where there is a consortium of two or more Municipalities, indicate the name of the local Agency who will be responsible for the accounting of funding.
- G. Amount Awarded – The amount awarded to each municipality as reflected in the approved county plan.
- H. Funding Disbursed – Is that amount of alliance funding (DEDR) paid to each participating approved municipality. Cash disbursements made can include advance payment, regular installment and/or the reimbursement of expenditures.
- I. Period Expenditures – Enter the total expenditures which relates to the reporting period. This category reflects the expenditure of Alliance Funds (DEDR), Cash Matching Funds and In-Kind match required. Expenditures are defined as the allowable costs associated with approved alliance services provided.
- J. Cumulative Expenditures – Enter the cumulative expenditures from the beginning of the budget period to the end of the reporting period. These figures should be computed by adding the current reporting period expenditures to the prior cumulative expenditures,
- K. Certification – Complete the certification before submitting the report. An unsigned report is unacceptable and will be returned for signature before any future funding will be authorized.

ATTACHMENT G

“Hold Harmless” – The Municipality does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgements arising from or growing out of any injuries, loss or damage sustained by any person or corporations, including employees of the Municipality and property of the Municipality under this Agreement.

Grantee shall maintain general liability, automobile liability, and Workers Insurance in amounts of coverage satisfactory to the County and which shall be in compliance with any applicable requirements of the State of New Jersey. Grantee shall deliver certifications of said Insurance to County.

AGREEMENT

THIS AGREEMENT between the **County of Gloucester**, hereinafter referred to as the "COUNTY", acting as the grant administrator for the Governor's Council on Alcoholism and Drug Abuse, "hereinafter referred to as the "COUNCIL" and on behalf of the **Township of Elk/Franklin** for the participation of the Alliance to Prevent Alcoholism and Drug Abuse, here after referred to as the "GRANTEE".

The undersigned accepts this agreement and attachments A-G annexed hereto be the Terms and Conditions of Grant participation in the Alliance to Prevent Alcoholism and Drug Abuse. This Agreement will remain valid for the period July 1, 2015 to June 30, 2016 contingent upon full compliance will all the Terms and Conditions.

If, through any cause within its control, the GRANTEE shall fail to fulfill in a timely and professional manner the obligations under this Agreement, or if the GRANTEE should violate any of its covenants, provisions or stipulations of this Agreement, the county will have the right to terminate this Agreement by written notice to the GRANTEE and specifying the effective date thereof, at last thirty (30) days prior to the termination date.

Funds issued by the COUNTY to the GRANTEE under this Agreement shall not exceed the amount of \$23,364.00.

THIS AGREEMENT is made effective the _____ day of _____, 2015.

IN WITNESS WHEREOF, the COUNTY and the GRANTEE have executed this Agreement on the day and year first written above.

ATTEST:

COUNTY OF GLOUCESTER

CHAD M. BRUNER
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER
DIRECTOR

ATTEST:

TOWNSHIP OF ELK/FRANKLIN

By:
Title:

ATTACHMENT A

PROGRAMATIC REQUIREMENTS

Alliance Programs under the control of the GRANTEE, which make use of funds, issued by this Letter of Agreement will adhere to the scope and purpose of the Governor's Council on Alcoholism and Drug Abuse as outlined in N.J.S.A. 26:2BB-1 et seq. And N.J.A.C. 17:40-1 et seq.

Further, the GRANTEE accepts responsibility of ensuring that programs adhere to those originally outlined by the GRANTEE in the approved 2015 County Alliance Plan.

Variations from the County Alliance Plan with respect to programmatic content,

WITHOUT APPROVAL will make liable the termination of this Agreement.

Changes in programmatic content must be received by the COUNCIL in writing and receive authorization from the State Alliance Coordinator or designee prior to initiation.

In addition, the COUNTY will ensure that any Municipality receiving funds as a GRANTEE derived from this Agreement must:

- demonstrate coordination with the County Office on Alcoholism and Drug Abuse; and identify and impact some aspect of the biopsychosocial model; and
- incorporate broad based, community efforts; and
- illustrate a broad base of service as determined by local needs; and
- be used for school or community based prevention, efforts, early intervention services and/or education, support for outreach efforts; and
- be clearly denoted as an alcohol and drug prevention, education and/or education and/or public drug and alcohol awareness activity; and
- deliver a consistent "no use" message to those under legal age limits or other legal provisions indicated by the laws of the State of New Jersey.

PROGRAMMATIC REPORTING

Programmatic reports will include all relevant data on the progress of and adherence to the County Alliance Plan by the GRANTEE. The Format that **must** be used by the GRANTEE in this reporting will be issued by the County or State Alliance Coordinator. GRANTEE monitoring is to be a staff function of the COUNTY. The focus of this monitoring will be the GRANTEE fidelity to the County Alliance Plan with regards to both Fiscal and Programmatic areas.

Programmatic reports shall be forwarded in a timely fashion and must be accompanied by the Fiscal Report to the County. The GRANTEE shall have the option to report on a quarterly basis. Once the reporting basis is selected, the grantee will be required to submit both the Programmatic and Fiscal reports in the same manner. The final report will be a year long summary of financial activities. Payments may be withheld pending receipt/approval of fiscal program reports.

ATTACHMENT B

FISCAL REQUIREMENTS

The GRANTEE (s) shall save and hold harmless the State of New Jersey, Council and the County of Gloucester, its officers, agent representatives, successors, and assigns and from any and all suits, or action of every nature and kind which may be brought for or on account of any injury, death, or damage arising or growing out of the acts of omission of the GRANTEE, their officers, or employees under this agreement.

The GRANTEE, by signing this Letter of Agreement, accepts Fiscal responsibility that all funds issued by this document are used within the scope and context of N.J.S.A. 26:2BB-1 et seq., N.J.A.C. 17:40-1 et seq., and the approved County Alliance Plan by all subsequent GRANTEES.

The COUNTY is required to ensure that all GRANTEE (s) maintain expense and cash status information. The GRANTEE agrees that all funds awarded through this Letter of Agreement should be expended during the agreement period. Moneys carried forward must have the written authorization of the Executive Director of the COUNCIL.

The GRANTEE (s) may incur costs only during the term of the Agreement. Funds obligated, but not disbursed as of the termination or expiration of this Agreement shall be paid within ninety (90) days following the termination or expiration of this agreement.

The GRANTEE realizes that all COUNCIL funding is contingent upon approval of the County Alliance Plan and all required periodic reports. Further, the GRANTEE realizes that continued program involvement by the State of New Jersey and the COUNCIL will be contingent on the availability of funds. The GRANTEE agrees to generate and expend the required 100% match (25% cash and 75% in-kind) for the period of this agreement as outlined in N.J.A.C. 17:40-1 et seq. The GRANTEE(s), who realize revenues from programs funded by this agreement may use those funds to satisfy current matching requirements or to enhance approve Alliance programs. This revenue shall be

reflected in the year end audit submission of the GRANTEE and in all Fiscal reports.

BUDGET CHANGES

Prior approval is required from the State Alliance Coordinator where cumulative transfers among direct cost categories, or if applicable, among separately budgeted programs, projects, functions or activities exceed or are expected to exceed \$500.00 of the current total approved Municipal Alliance Budget. Prior approval is also required for any item or cost not approved in the original approved Municipal Alliance Budget.

The legislative mandate against supplantation of Drug Enforcement Demand Reduction monies will be closely followed and strictly enforced by the COUNCIL.

The GRANTEE will not, under any circumstance, supplant (ie. The use of these funds for any pre-existing resources or services) monetary disbursement made by this agreement. Violations of this stipulation will render this agreement null and void. The COUNCIL reserves the right to forward information of violations to the Office of the Attorney General.

AUDIT REQUIREMENTS

Audit and Cost Principles

GRANTEE is responsible for obtaining audits in accordance with the N.J. Single Audit Policy as established by the N.J. Department of Treasury in OMB Circular Letter 87-11, unless specifically excluded by the following:

- A. Hospitals subject to OME Circular A-110
- B. Colleges and universities that are part of a state entity
- C. GRANTEE (s) receiving less than \$25,000.00 of assistance in a fiscal year Exclusion from the Single Audit Policy will not relieve the GRANTEE of its audit responsibility. The organization will remain subject to audit requirements of the applicable OMB Circular Letter.

GRANTEE remains subject to examination by the COUNTY or the COUNCIL.

The applicable audit policy for the application of audit standards for specific recipients is as follows:

Governmental Recipients:

U.S. Office of Management and Budget Circular A-128 and amendments.

Other Recipients:

Comply in principle with the requirements of OMB Circular A-128, although this document is not specific towards non-governmental agencies.

The GRANTEE is required to forward a copy of the annual audit to the COUNCIL within 180 days of the close of the entity's fiscal year.

For GRANTEE receiving funds the following Federal principles for determining allowable costs have been adopted by the COUNCIL.

- | | |
|------------------------------------|--------------------|
| A) Local Governments | OMB Circular A-87 |
| B) Educational Institutions | OMB Circular A-21 |
| C) Private nonprofit organizations | OMB Circular A-122 |

Other than:

1. institutions of higher education
2. hospitals
3. organizations named in OMB A-122 as not subject to that circular

D. For-profit organizations

Other than;

1. hospitals
2. organizations named in OMB A-122 as not subject to that circular.

GRANTS

The cost principles applicable to a GRANTEE under a grant to the County will not necessarily be the same as those applicable to the County. For example, where the County awards a grant to a private non-profit organization, OMB Circular 122 would apply to

the costs incurred by the non-profit organization, even though OMB Circular A-87 would apply to the county.

FINANCIAL STATUS REPORTING

Funds will be issued under this Letter of Agreement on a cost reimbursement basis. The method of disbursement will be by Gloucester County Purchase Order. The requirements for the issuance of funds will be the **TIMELY SUBMISSION** of the required report of grant expenditures with **PROPER DOCUMENTATION**.

This Report will include all relevant data on the progress of, and adherence to the County Alliance Plan by GRANTEE. The Format that **must** be used by the GRANTEE in this reporting will be issued to the County by the Council Fiscal Officer. All expenditure reports shall be forwarded no later than **15 days** after the close of the reporting period due.

Quarterly reports are due in the County office no later than the following:

(1st quarter) October 15, 2015, (2nd quarter) January 15th 2016, (3rd quarter) April 15, 2016, (4th quarter) July 15, 2016.

REPORT OF GRANT EXPENDITURES

Specific instructions are provided to describe the manner in which the report is to be completed. The purpose of this report is to compare actual expenditures with the pre-approved budget.

- A. Final reports shall be due forty-five days after the expiration or termination of the LOA.
- B. Failure to provide the required reports in the prescribed time frame constitutes grounds for withholding future payments. All expenditure reports must be signed by the GRANTEE financial officer, or by a designated individual in the organization for which authorization has been forwarded to the County. Failure to submit reports when due will constitute grounds for non-compliance with award terms and conditions.

The Expenditure report shall include:

-cost summary of all expenses incurred by the GRANTEE during the reporting period; and

-a cost summary of grant and matching funds incurred by the GRANTEE; and

-all other pertinent fiscal information as may be required by the COUNCIL

The financial status report and the programmatic report will be reviewed to determine the reason and qualitative use of funds, as outlined in the approved County Alliance Plan.

ATTACHMENT C

OTHER COMPLIANCE REQUIREMENTS

The GRANTEE will ensure that funds dispersed through this Letter of Agreement are not used for partisan political activity, or similar activity by any person or organization making use of these programs and/or funds.

The GRANTEE will, and will ensure that all subsequent SUBCONTRACTOR (s) adhere to the following statement:

“No person shall, on the grounds of race, color, national origin, age, sex, religion or handicap be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or in part, by State of New Jersey funds.”

The GRANTEE will, and will ensure all subsequent SUB-CONTRACTORS, conduct all meetings open to the public as indicated in N.J.A.C. 17:40 et seq.

The GRANTEE will, and will ensure that all subsequent SUB-CONTRACTORS adhere to all Federal and State guidelines for a Drug Free Workplace.

The SUB-CONTRACTORS will, and will ensure that all subsequent SUB-CONTRACTORS, participate and cooperate with the COUNTY and COUNCIL for scheduled site visits. The GRANTEE will, when issuing statements, press releases, request for proposals, bid solicitations, and other documents describing projects or programs funded through the Alliance in whole or part, the GRANTEE should clearly state:

1. The percentage of the total costs of the program which will be financed with Alliance funds.
2. The dollar amount of Alliance funds for the project or program; and
3. The percentage and dollar amount of the total cost of the project or program that will be financed by non-governmental sources.

ATTACHMENT D

P.L. 1975, C.127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or sub-contractor, where applicable, will not discriminate against any employee or applicant for employment marital status, sex or handicap. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex handicap or affectional or sexual orientation. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

The contractor or sub-contractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract for understanding, a notice to be provided by the agency contracting officer advising the labor union or workers, representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or sub-contractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127 as amended and supplemented from time to time.

The contractor or sub-contractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, handicap, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or sub-contractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statues and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or sub-contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, handicap, or affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statues and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

ATTACHMENT E

GENERAL CONDITIONS OF FUNDING

Any materials developed for distribution, publication or advertisement using DEDR funds shall contain a statement acknowledging the Governor's Council on Alcoholism and Drug Abuse as the source. All such materials, wherever possible, shall have affixed or imprinted the official GCADA Logo.

ALLOWABLE COSTS WITH PRIOR WRITTEN APPROVAL

1. USE OF OUT OF AREA SERVICES – when considering sources for programmatic expenditure, services within the municipality are to be used first, services within the county second, and services within the state third. All attempts are to be made to use the most local resources. Out of county or state resources are unacceptable without written exception from the Governor's Council on Alcoholism and Drug Abuse.

Resources for training are expected to be found in the Municipality or in the County of Contract origination. In the event these resources are unavailable in the Municipality or County then neighboring counties could be used if approved by the State Alliance Staff. Out of state resources will not be approved for Alliance expenditure.

2. EQUIPMENT – is an article of tangible personal property that has a useful life of more than two years and an acquisition cost of \$500.00 or more. Purchases are to be made for the sole purpose of the support and performance of programmatic activities.

ATTACHMENT F

Instructions for completing Reporting of Grant Activity

DEFINITIONS – RE: REPORT OF GRANT ACTIVITY

Reporting Agency and Address – Enter the name of the county and complete mailing address including zip code.

- A. Reporting Period – Enter the month, day and year of the beginning and ending dates for which this report is prepared.
- B. Budget Period – Refer to the Letter of Agreement or latest Modification for this information. The budget period is the period of time for which a project is funded.
- C. Report Number – Reports should be numbered consecutively within the budget period.
- D. Revision of Report Number – Complete this section only if a revised report of sub-grant activity is being submitted.
- E. Final Report – Indicate on this line if the final report of sub-grant activity is being submitted. Final reports are due no later than sixty (60) days after the completion of the budget period.
- F. Name of Participating Municipality – Enter the name of the city, township or other organization that has been awarded funding. Where there is a consortium of two or more Municipalities, indicate the name of the local Agency who will be responsible for the accounting of funding.
- G. Amount Awarded – The amount awarded to each municipality as reflected in the approved county plan.
- H. Funding Disbursed – Is that amount of alliance funding (DEDR) paid to each participating approved municipality. Cash disbursements made can include advance payment, regular installment and/or the reimbursement of expenditures.
- I. Period Expenditures – Enter the total expenditures which relates to the reporting period. This category reflects the expenditure of Alliance Funds (DEDR), Cash Matching Funds and In-Kind match required. Expenditures are defined as the allowable costs associated with approved alliance services provided.
- J. Cumulative Expenditures – Enter the cumulative expenditures from the beginning of the budget period to the end of the reporting period. These figures should be computed by adding the current reporting period expenditures to the prior cumulative expenditures,
- K. Certification – Complete the certification before submitting the report. An unsigned report is unacceptable and will be returned for signature before any future funding will be authorized.

ATTACHMENT G

“Hold Harmless” – The Municipality does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgements arising from or growing out of any injuries, loss or damage sustained by any person or corporations, including employees of the Municipality and property of the Municipality under this Agreement.

Grantee shall maintain general liability, automobile liability, and Workers Insurance in amounts of coverage satisfactory to the County and which shall be in compliance with any applicable requirements of the State of New Jersey. Grantee shall deliver certifications of said Insurance to County.

AGREEMENT

THIS AGREEMENT between the **County of Gloucester**, hereinafter referred to as the "COUNTY", acting as the grant administrator for the Governor's Council on Alcoholism and Drug Abuse, "hereinafter referred to as the "COUNCIL" and on behalf of the **Borough of Glassboro** for the participation of the Alliance to Prevent Alcoholism and Drug Abuse, here after referred to as the "GRANTEE".

The undersigned accepts this agreement and attachments A-G annexed hereto be the Terms and Conditions of Grant participation in the Alliance to Prevent Alcoholism and Drug Abuse. This Agreement will remain valid for the period July 1, 2015 to June 30, 2016 contingent upon full compliance will all the Terms and Conditions.

If, through any cause within its control, the GRANTEE shall fail to fulfill in a timely and professional manner the obligations under this Agreement, or if the GRANTEE should violate any of its covenants, provisions or stipulations of this Agreement, the county will have the right to terminate this Agreement by written notice to the GRANTEE and specifying the effective date thereof, at last thirty (30) days prior to the termination date.

Funds issued by the COUNTY to the GRANTEE under this Agreement shall not exceed the amount of \$18,841.00.

THIS AGREEMENT is made effective the _____ day of _____, 2015.

IN WITNESS WHEREOF, the COUNTY and the GRANTEE have executed this Agreement on the day and year first written above.

ATTEST:

COUNTY OF GLOUCESTER

CHAD M. BRUNER
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER
DIRECTOR

ATTEST:

BOROUGH OF GLASSBORO

By:
Title:

ATTACHMENT A

PROGRAMATIC REQUIREMENTS

Alliance Programs under the control of the GRANTEE, which make use of funds, issued by this Letter of Agreement will adhere to the scope and purpose of the Governor's Council on Alcoholism and Drug Abuse as outlined in N.J.S.A. 26:2BB-1 et seq. And N.J.A.C. 17:40-1 et seq.

Further, the GRANTEE accepts responsibility of ensuring that programs adhere to those originally outlined by the GRANTEE in the approved 2015 County Alliance Plan.

Variations from the County Alliance Plan with respect to programmatic content,

WITHOUT APPROVAL will make liable the termination of this Agreement.

Changes in programmatic content must be received by the COUNCIL in writing and receive authorization from the State Alliance Coordinator or designee prior to initiation.

In addition, the COUNTY will ensure that any Municipality receiving funds as a GRANTEE derived from this Agreement must:

- demonstrate coordination with the County Office on Alcoholism and Drug Abuse; and identify and impact some aspect of the biopsychosocial model; and
- incorporate broad based, community efforts; and
- illustrate a broad base of service as determined by local needs; and
- be used for school or community based prevention, efforts, early intervention services and/or education, support for outreach efforts; and
- be clearly denoted as an alcohol and drug prevention, education and/or education and/or public drug and alcohol awareness activity; and
- deliver a consistent "no use" message to those under legal age limits or other legal provisions indicated by the laws of the State of New Jersey.

PROGRAMMATIC REPORTING

Programmatic reports will include all relevant data on the progress of and adherence to the County Alliance Plan by the GRANTEE. The Format that **must** be used by the GRANTEE in this reporting will be issued by the County or State Alliance Coordinator. GRANTEE monitoring is to be a staff function of the COUNTY. The focus of this monitoring will be the GRANTEE fidelity to the County Alliance Plan with regards to both Fiscal and Programmatic areas.

Programmatic reports shall be forwarded in a timely fashion and must be accompanied by the Fiscal Report to the County. The GRANTEE shall have the option to report on a quarterly basis. Once the reporting basis is selected, the grantee will be required to submit both the Programmatic and Fiscal reports in the same manner. The final report will be a year long summary of financial activities. Payments may be withheld pending receipt/approval of fiscal program reports.

ATTACHMENT B

FISCAL REQUIREMENTS

The GRANTEE (s) shall save and hold harmless the State of New Jersey, Council and the County of Gloucester, its officers, agent representatives, successors, and assigns and from any and all suits, or action of every nature and kind which may be brought for or on account of any injury, death, or damage arising or growing out of the acts of omission of the GRANTEE, their officers, or employees under this agreement.

The GRANTEE, by signing this Letter of Agreement, accepts Fiscal responsibility that all funds issued by this document are used within the scope and context of N.J.S.A. 26:2BB-1 et seq., N.J.A.C. 17:40-1 et seq., and the approved County Alliance Plan by all subsequent GRANTEES.

The COUNTY is required to ensure that all GRANTEE (s) maintain expense and cash status information. The GRANTEE agrees that all funds awarded through this Letter of Agreement should be expended during the agreement period. Moneys carried forward must have the written authorization of the Executive Director of the COUNCIL.

The GRANTEE (s) may incur costs only during the term of the Agreement. Funds obligated, but not disbursed as of the termination or expiration of this Agreement shall be paid within ninety (90) days following the termination or expiration of this agreement.

The GRANTEE realizes that all COUNCIL funding is contingent upon approval of the County Alliance Plan and all required periodic reports. Further, the GRANTEE realizes that continued program involvement by the State of New Jersey and the COUNCIL will be contingent on the availability of funds. The GRANTEE agrees to generate and expend the required 100% match (25% cash and 75% in-kind) for the period of this agreement as outlined in N.J.A.C. 17:40-1 et seq. The GRANTEE(s), who realize revenues from programs funded by this agreement may use those funds to satisfy current matching requirements or to enhance approve Alliance programs. This revenue shall be

reflected in the year end audit submission of the GRANTEE and in all Fiscal reports.

BUDGET CHANGES

Prior approval is required from the State Alliance Coordinator where cumulative transfers among direct cost categories, or if applicable, among separately budgeted programs, projects, functions or activities exceed or are expected to exceed \$500.00 of the current total approved Municipal Alliance Budget. Prior approval is also required for any item or cost not approved in the original approved Municipal Alliance Budget.

The legislative mandate against supplantation of Drug Enforcement Demand Reduction monies will be closely followed and strictly enforced by the COUNCIL.

The GRANTEE will not, under any circumstance, supplant (ie. The use of these funds for any pre-existing resources or services) monetary disbursement made by this agreement. Violations of this stipulation will render this agreement null and void. The COUNCIL reserves the right to forward information of violations to the Office of the Attorney General.

AUDIT REQUIREMENTS

Audit and Cost Principles

GRANTEE is responsible for obtaining audits in accordance with the N.J. Single Audit Policy as established by the N.J. Department of Treasury in OMB Circular Letter 87-11, unless specifically excluded by the following:

- A. Hospitals subject to OME Circular A-110
- B. Colleges and universities that are part of a state entity
- C. GRANTEE (s) receiving less than \$25,000.00 of assistance in a fiscal year Exclusion from the Single Audit Policy will not relieve the GRANTEE of its audit responsibility. The organization will remain subject to audit requirements of the applicable OMB Circular Letter.

GRANTEE remains subject to examination by the COUNTY or the COUNCIL.

The applicable audit policy for the application of audit standards for specific recipients is as follows:

Governmental Recipients:

U.S. Office of Management and Budget Circular A-128 and amendments.

Other Recipients:

Comply in principle with the requirements of OMB Circular A-128, although this document is not specific towards non-governmental agencies.

The GRANTEE is required to forward a copy of the annual audit to the COUNCIL within 180 days of the close of the entity's fiscal year.

For GRANTEE receiving funds the following Federal principles for determining allowable costs have been adopted by the COUNCIL.

- | | |
|------------------------------------|--------------------|
| A) Local Governments | OMB Circular A-87 |
| B) Educational Institutions | OMB Circular A-21 |
| C) Private nonprofit organizations | OMB Circular A-122 |

Other than:

1. institutions of higher education
2. hospitals
3. organizations named in OMB A-122 as not subject to that circular

D. For-profit organizations

Other than;

1. hospitals
2. organizations named in OMB A-122 as not subject to that circular.

GRANTS

The cost principles applicable to a GRANTEE under a grant to the County will not necessarily be the same as those applicable to the County. For example, where the County awards a grant to a private non-profit organization, OMB Circular 122 would apply to

the costs incurred by the non-profit organization, even though OMB Circular A-87 would apply to the county.

FINANCIAL STATUS REPORTING

Funds will be issued under this Letter of Agreement on a cost reimbursement basis. The method of disbursement will be by Gloucester County Purchase Order. The requirements for the issuance of funds will be the **TIMELY SUBMISSION** of the required report of grant expenditures with **PROPER DOCUMENTATION**.

This Report will include all relevant data on the progress of, and adherence to the County Alliance Plan by GRANTEE. The Format that **must** be used by the GRANTEE in this reporting will be issued to the County by the Council Fiscal Officer. All expenditure reports shall be forwarded no later than **15 days** after the close of the reporting period due.

Quarterly reports are due in the County office no later than the following:

(1st quarter) October 15, 2015, (2nd quarter) January 15th 2016, (3rd quarter) April 15, 2016, (4th quarter) July 15, 2016.

REPORT OF GRANT EXPENDITURES

Specific instructions are provided to describe the manner in which the report is to be completed. The purpose of this report is to compare actual expenditures with the pre-approved budget.

- A. Final reports shall be due forty-five days after the expiration or termination of the LOA.
- B. Failure to provide the required reports in the prescribed time frame constitutes grounds for withholding future payments. All expenditure reports must be signed by the GRANTEE financial officer, or by a designated individual in the organization for which authorization has been forwarded to the County. Failure to submit reports when due will constitute grounds for non-compliance with award terms and conditions.

The Expenditure report shall include:

-cost summary of all expenses incurred by the GRANTEE during the reporting period; and

-a cost summary of grant and matching funds incurred by the GRANTEE; and

-all other pertinent fiscal information as may be required by the COUNCIL

The financial status report and the programmatic report will be reviewed to determine the reason and qualitative use of funds, as outlined in the approved County Alliance Plan.

ATTACHMENT C

OTHER COMPLIANCE REQUIREMENTS

The GRANTEE will ensure that funds dispersed through this Letter of Agreement are not used for partisan political activity, or similar activity by any person or organization making use of these programs and/or funds.

The GRANTEE will, and will ensure that all subsequent SUBCONTRACTOR (s) adhere to the following statement:

“No person shall, on the grounds of race, color, national origin, age, sex, religion or handicap be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or in part, by State of New Jersey funds.”

The GRANTEE will, and will ensure all subsequent SUB-CONTRACTORS, conduct all meetings open to the public as indicated in N.J.A.C. 17:40 et seq.

The GRANTEE will, and will ensure that all subsequent SUB-CONTRACTORS adhere to all Federal and State guidelines for a Drug Free Workplace.

The SUB-CONTRACTORS will, and will ensure that all subsequent SUB-CONTRACTORS, participate and cooperate with the COUNTY and COUNCIL for scheduled site visits. The GRANTEE will, when issuing statements, press releases, request for proposals, bid solicitations, and other documents describing projects or programs funded through the Alliance in whole or part, the GRANTEE should clearly state:

1. The percentage of the total costs of the program which will be financed with Alliance funds.
2. The dollar amount of Alliance funds for the project or program; and
3. The percentage and dollar amount of the total cost of the project or program that will be financed by non-governmental sources.

ATTACHMENT D

P.L. 1975, C.127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or sub-contractor, where applicable, will not discriminate against any employee or applicant for employment marital status, sex or handicap. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex handicap or affectional or sexual orientation. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

The contractor or sub-contractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract for understanding, a notice to be provided by the agency contracting officer advising the labor union or workers, representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or sub-contractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127 as amended and supplemented from time to time.

The contractor or sub-contractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, handicap, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or sub-contractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statues and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or sub-contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, handicap, or affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statues and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

ATTACHMENT E

GENERAL CONDITIONS OF FUNDING

Any materials developed for distribution, publication or advertisement using DEDR funds shall contain a statement acknowledging the Governor's Council on Alcoholism and Drug Abuse as the source. All such materials, wherever possible, shall have affixed or imprinted the official GCADA Logo.

ALLOWABLE COSTS WITH PRIOR WRITTEN APPROVAL

1. USE OF OUT OF AREA SERVICES – when considering sources for programmatic expenditure, services within the municipality are to be used first, services within the county second, and services within the state third. All attempts are to be made to use the most local resources. Out of county or state resources are unacceptable without written exception from the Governor's Council on Alcoholism and Drug Abuse.

Resources for training are expected to be found in the Municipality or in the County of Contract origination. In the event these resources are unavailable in the Municipality or County then neighboring counties could be used if approved by the State Alliance Staff. Out of state resources will not be approved for Alliance expenditure.

2. EQUIPMENT – is an article of tangible personal property that has a useful life of more than two years and an acquisition cost of \$500.00 or more. Purchases are to be made for the sole purpose of the support and performance of programmatic activities.

ATTACHMENT F
Instructions for completing Reporting of Grant Activity

DEFINITIONS – RE: REPORT OF GRANT ACTIVITY

Reporting Agency and Address – Enter the name of the county and complete mailing address including zip code.

- A. Reporting Period – Enter the month, day and year of the beginning and ending dates for which this report is prepared.
- B. Budget Period – Refer to the Letter of Agreement or latest Modification for this information. The budget period is the period of time for which a project is funded.
- C. Report Number – Reports should be numbered consecutively within the budget period.
- D. Revision of Report Number – Complete this section only if a revised report of sub-grant activity is being submitted.
- E. Final Report – Indicate on this line if the final report of sub-grant activity is being submitted. Final reports are due no later than sixty (60) days after the completion of the budget period.
- F. Name of Participating Municipality – Enter the name of the city, township or other organization that has been awarded funding. Where there is a consortium of two or more Municipalities, indicate the name of the local Agency who will be responsible for the accounting of funding.
- G. Amount Awarded – The amount awarded to each municipality as reflected in the approved county plan.
- H. Funding Disbursed – Is that amount of alliance funding (DEDR) paid to each participating approved municipality. Cash disbursements made can include advance payment, regular installment and/or the reimbursement of expenditures.
- I. Period Expenditures – Enter the total expenditures which relates to the reporting period. This category reflects the expenditure of Alliance Funds (DEDR), Cash Matching Funds and In-Kind match required. Expenditures are defined as the allowable costs associated with approved alliance services provided.
- J. Cumulative Expenditures – Enter the cumulative expenditures from the beginning of the budget period to the end of the reporting period. These figures should be computed by adding the current reporting period expenditures to the prior cumulative expenditures,
- K. Certification – Complete the certification before submitting the report. An unsigned report is unacceptable and will be returned for signature before any future funding will be authorized.

ATTACHMENT G

"Hold Harmless" – The Municipality does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgements arising from or growing out of any injuries, loss or damage sustained by any person or corporations, including employees of the Municipality and property of the Municipality under this Agreement.

Grantee shall maintain general liability, automobile liability, and Workers Insurance in amounts of coverage satisfactory to the County and which shall be in compliance with any applicable requirements of the State of New Jersey. Grantee shall deliver certifications of said Insurance to County.

AGREEMENT

THIS AGREEMENT between the **County of Gloucester**, hereinafter referred to as the "COUNTY", acting as the grant administrator for the Governor's Council on Alcoholism and Drug Abuse, "hereinafter referred to as the "COUNCIL" and on behalf of the **Township of Mantua/Harrison** for the participation of the Alliance to Prevent Alcoholism and Drug Abuse, here after referred to as the "GRANTEE".

The undersigned accepts this agreement and attachments A-G annexed hereto be the Terms and Conditions of Grant participation in the Alliance to Prevent Alcoholism and Drug Abuse. This Agreement will remain valid for the period July 1, 2015 to June 30, 2016 contingent upon full compliance will all the Terms and Conditions.

If, through any cause within its control, the GRANTEE shall fail to fulfill in a timely and professional manner the obligations under this Agreement, or if the GRANTEE should violate any of its covenants, provisions or stipulations of this Agreement, the county will have the right to terminate this Agreement by written notice to the GRANTEE and specifying the effective date thereof, at last thirty (30) days prior to the termination date.

Funds issued by the COUNTY to the GRANTEE under this Agreement shall not exceed the amount of \$18,977.00.

THIS AGREEMENT is made effective the _____ day of _____, 2015.

IN WITNESS WHEREOF, the COUNTY and the GRANTEE have executed this Agreement on the day and year first written above.

ATTEST:

COUNTY OF GLOUCESTER

CHAD M. BRUNER
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER
DIRECTOR

ATTEST

TOWNSHIPS OF
MANTUA/HARRISON

By:
Title:

ATTACHMENT A

PROGRAMATIC REQUIREMENTS

Alliance Programs under the control of the GRANTEE, which make use of funds, issued by this Letter of Agreement will adhere to the scope and purpose of the Governor's Council on Alcoholism and Drug Abuse as outlined in N.J.S.A. 26:2BB-1 et seq. And N.J.A.C. 17:40-1 et seq.

Further, the GRANTEE accepts responsibility of ensuring that programs adhere to those originally outlined by the GRANTEE in the approved 2015 County Alliance Plan.

Variations from the County Alliance Plan with respect to programmatic content, WITHOUT APPROVAL will make liable the termination of this Agreement.

Changes in programmatic content must be received by the COUNCIL in writing and receive authorization from the State Alliance Coordinator or designee prior to initiation.

In addition, the COUNTY will ensure that any Municipality receiving funds as a GRANTEE derived from this Agreement must:

- demonstrate coordination with the County Office on Alcoholism and Drug Abuse; and identify and impact some aspect of the biopsychosocial model; and
- incorporate broad based, community efforts; and
- illustrate a broad base of service as determined by local needs; and
- be used for school or community based prevention, efforts, early intervention services and/or education, support for outreach efforts; and
- be clearly denoted as an alcohol and drug prevention, education and/or education and/or public drug and alcohol awareness activity; and
- deliver a consistent "no use" message to those under legal age limits or other legal provisions indicated by the laws of the State of New Jersey.

PROGRAMMATIC REPORTING

Programmatic reports will include all relevant data on the progress of and adherence to the County Alliance Plan by the GRANTEE. The Format that **must** be used by the GRANTEE in this reporting will be issued by the County or State Alliance Coordinator. GRANTEE monitoring is to be a staff function of the COUNTY. The focus of this monitoring will be the GRANTEE fidelity to the County Alliance Plan with regards to both Fiscal and Programmatic areas.

Programmatic reports shall be forwarded in a timely fashion and must be accompanied by the Fiscal Report to the County. The GRANTEE shall have the option to report on a quarterly basis. Once the reporting basis is selected, the grantee will be required to submit both the Programmatic and Fiscal reports in the same manner. The final report will be a year long summary of financial activities. Payments may be withheld pending receipt/approval of fiscal program reports.

ATTACHMENT B

FISCAL REQUIREMENTS

The GRANTEE (s) shall save and hold harmless the State of New Jersey, Council and the County of Gloucester, its officers, agent representatives, successors, and assigns and from any and all suits, or action of every nature and kind which may be brought for or on account of any injury, death, or damage arising or growing out of the acts of omission of the GRANTEE, their officers, or employees under this agreement.

The GRANTEE, by signing this Letter of Agreement, accepts Fiscal responsibility that all funds issued by this document are used within the scope and context of N.J.S.A. 26:2BB-1 et seq., N.J.A.C. 17:40-1 et seq., and the approved County Alliance Plan by all subsequent GRANTEES.

The COUNTY is required to ensure that all GRANTEE (s) maintain expense and cash status information. The GRANTEE agrees that all funds awarded through this Letter of Agreement should be expended during the agreement period. Moneys carried forward must have the written authorization of the Executive Director of the COUNCIL.

The GRANTEE (s) may incur costs only during the term of the Agreement. Funds obligated, but not disbursed as of the termination or expiration of this Agreement shall be paid within ninety (90) days following the termination or expiration of this agreement.

The GRANTEE realizes that all COUNCIL funding is contingent upon approval of the County Alliance Plan and all required periodic reports. Further, the GRANTEE realizes that continued program involvement by the State of New Jersey and the COUNCIL will be contingent on the availability of funds. The GRANTEE agrees to generate and expend the required 100% match (25% cash and 75% in-kind) for the period of this agreement as outlined in N.J.A.C. 17:40-1 et seq. The GRANTEE(s), who realize revenues from programs funded by this agreement may use those funds to satisfy current matching requirements or to enhance approve Alliance programs. This revenue shall be

reflected in the year end audit submission of the GRANTEE and in all Fiscal reports.

BUDGET CHANGES

Prior approval is required from the State Alliance Coordinator where cumulative transfers among direct cost categories, or if applicable, among separately budgeted programs, projects, functions or activities exceed or are expected to exceed \$500.00 of the current total approved Municipal Alliance Budget. Prior approval is also required for any item or cost not approved in the original approved Municipal Alliance Budget.

The legislative mandate against supplantation of Drug Enforcement Demand Reduction monies will be closely followed and strictly enforced by the COUNCIL.

The GRANTEE will not, under any circumstance, supplant (ie. The use of these funds for any pre-existing resources or services) monetary disbursement made by this agreement. Violations of this stipulation will render this agreement null and void. The COUNCIL reserves the right to forward information of violations to the Office of the Attorney General.

AUDIT REQUIREMENTS

Audit and Cost Principles

GRANTEE is responsible for obtaining audits in accordance with the N.J. Single Audit Policy as established by the N.J. Department of Treasury in OMB Circular Letter 87-11, unless specifically excluded by the following:

- A. Hospitals subject to OME Circular A-110
 - B. Colleges and universities that are part of a state entity
 - C. GRANTEE (s) receiving less than \$25,000.00 of assistance in a fiscal year
- Exclusion from the Single Audit Policy will not relieve the GRANTEE of its audit responsibility. The organization will remain subject to audit requirements of the applicable OMB Circular Letter.

GRANTEE remains subject to examination by the COUNTY or the COUNCIL.

The applicable audit policy for the application of audit standards for specific recipients is as follows:

Governmental Recipients:

U.S. Office of Management and Budget Circular A-128 and amendments.

Other Recipients:

Comply in principle with the requirements of OMB Circular A-128, although this document is not specific towards non-governmental agencies.

The GRANTEE is required to forward a copy of the annual audit to the COUNCIL within 180 days of the close of the entity's fiscal year.

For GRANTEE receiving funds the following Federal principles for determining allowable costs have been adopted by the COUNCIL.

- | | |
|------------------------------------|--------------------|
| A) Local Governments | OMB Circular A-87 |
| B) Educational Institutions | OMB Circular A-21 |
| C) Private nonprofit organizations | OMB Circular A-122 |

Other than:

1. institutions of higher education
2. hospitals
3. organizations named in OMB A-122 as not subject to that circular

D. For-profit organizations

Other than;

1. hospitals
2. organizations named in OMB A-122 as not subject to that circular.

GRANTS

The cost principles applicable to a GRANTEE under a grant to the County will not necessarily be the same as those applicable to the County. For example, where the County awards a grant to a private non-profit organization, OMB Circular 122 would apply to

the costs incurred by the non-profit organization, even though OMB Circular A-87 would apply to the county.

FINANCIAL STATUS REPORTING

Funds will be issued under this Letter of Agreement on a cost reimbursement basis. The method of disbursement will be by Gloucester County Purchase Order. The requirements for the issuance of funds will be the **TIMELY SUBMISSION** of the required report of grant expenditures with **PROPER DOCUMENTATION**.

This Report will include all relevant data on the progress of, and adherence to the County Alliance Plan by GRANTEE. The Format that **must** be used by the GRANTEE in this reporting will be issued to the County by the Council Fiscal Officer. All expenditure reports shall be forwarded no later than **15 days** after the close of the reporting period due.

Quarterly reports are due in the County office no later than the following:

(1st quarter) October 15, 2015, (2nd quarter) January 15th 2016, (3rd quarter) April 15, 2016, (4th quarter) July 15, 2016.

REPORT OF GRANT EXPENDITURES

Specific instructions are provided to describe the manner in which the report is to be completed. The purpose of this report is to compare actual expenditures with the pre-approved budget.

- A. Final reports shall be due forty-five days after the expiration or termination of the LOA.
- B. Failure to provide the required reports in the prescribed time frame constitutes grounds for withholding future payments. All expenditure reports must be signed by the GRANTEE financial officer, or by a designated individual in the organization for which authorization has been forwarded to the County. Failure to submit reports when due will constitute grounds for non-compliance with award terms and conditions.

The Expenditure report shall include:

-cost summary of all expenses incurred by the GRANTEE during the reporting period; and

-a cost summary of grant and matching funds incurred by the GRANTEE; and

-all other pertinent fiscal information as may be required by the COUNCIL

The financial status report and the programmatic report will be reviewed to determine the reason and qualitative use of funds, as outlined in the approved County Alliance Plan.

ATTACHMENT C

OTHER COMPLIANCE REQUIREMENTS

The GRANTEE will ensure that funds dispersed through this Letter of Agreement are not used for partisan political activity, or similar activity by any person or organization making use of these programs and/or funds.

The GRANTEE will, and will ensure that all subsequent SUBCONTRACTOR (s) adhere to the following statement:

“No person shall, on the grounds of race, color, national origin, age, sex, religion or handicap be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or in part, by State of New Jersey funds.”

The GRANTEE will, and will ensure all subsequent SUB-CONTRACTORS, conduct all meetings open to the public as indicated in N.J.A.C. 17:40 et seq.

The GRANTEE will, and will ensure that all subsequent SUB-CONTRACTORS adhere to all Federal and State guidelines for a Drug Free Workplace.

The SUB-CONTRACTORS will, and will ensure that all subsequent SUB-CONTRACTORS, participate and cooperate with the COUNTY and COUNCIL for scheduled site visits. The GRANTEE will, when issuing statements, press releases, request for proposals, bid solicitations, and other documents describing projects or programs funded through the Alliance in whole or part, the GRANTEE should clearly state:

1. The percentage of the total costs of the program which will be financed with Alliance funds.
2. The dollar amount of Alliance funds for the project or program; and
3. The percentage and dollar amount of the total cost of the project or program that will be financed by non-governmental sources.

ATTACHMENT D

P.L. 1975, C.127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or sub-contractor, where applicable, will not discriminate against any employee or applicant for employment marital status, sex or handicap. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex handicap or affectional or sexual orientation. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation: selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

The contractor or sub-contractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract for understanding, a notice to be provided by the agency contracting officer advising the labor union or workers, representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or sub-contractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127 as amended and supplemented from time to time.

The contractor or sub-contractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, handicap, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or sub-contractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or sub-contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, handicap, or affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

ATTACHMENT E

GENERAL CONDITIONS OF FUNDING

Any materials developed for distribution, publication or advertisement using DEDR funds shall contain a statement acknowledging the Governor's Council on Alcoholism and Drug Abuse as the source. All such materials, wherever possible, shall have affixed or imprinted the official GCADA Logo.

ALLOWABLE COSTS WITH PRIOR WRITTEN APPROVAL

1. USE OF OUT OF AREA SERVICES – when considering sources for programmatic expenditure, services within the municipality are to be used first, services within the county second, and services within the state third. All attempts are to be made to use the most local resources. Out of county or state resources are unacceptable without written exception from the Governor's Council on Alcoholism and Drug Abuse.

Resources for training are expected to be found in the Municipality or in the County of Contract origination. In the event these resources are unavailable in the Municipality or County then neighboring counties could be used if approved by the State Alliance Staff. Out of state resources will not be approved for Alliance expenditure.

2. EQUIPMENT – is an article of tangible personal property that has a useful life of more than two years and an acquisition cost of \$500.00 or more. Purchases are to be made for the sole purpose of the support and performance of programmatic activities.

ATTACHMENT F
Instructions for completing Reporting of Grant Activity

DEFINITIONS – RE: REPORT OF GRANT ACTIVITY

Reporting Agency and Address – Enter the name of the county and complete mailing address including zip code.

- A. Reporting Period – Enter the month, day and year of the beginning and ending dates for which this report is prepared.
- B. Budget Period – Refer to the Letter of Agreement or latest Modification for this information. The budget period is the period of time for which a project is funded.
- C. Report Number – Reports should be numbered consecutively within the budget period.
- D. Revision of Report Number – Complete this section only if a revised report of sub-grant activity is being submitted.
- E. Final Report – Indicate on this line if the final report of sub-grant activity is being submitted. Final reports are due no later than sixty (60) days after the completion of the budget period.
- F. Name of Participating Municipality – Enter the name of the city, township or other organization that has been awarded funding. Where there is a consortium of two or more Municipalities, indicate the name of the local Agency who will be responsible for the accounting of funding.
- G. Amount Awarded – The amount awarded to each municipality as reflected in the approved county plan.
- H. Funding Disbursed – Is that amount of alliance funding (DEDR) paid to each participating approved municipality. Cash disbursements made can include advance payment, regular installment and/or the reimbursement of expenditures.
- I. Period Expenditures – Enter the total expenditures which relates to the reporting period. This category reflects the expenditure of Alliance Funds (DEDR), Cash Matching Funds and In-Kind match required. Expenditures are defined as the allowable costs associated with approved alliance services provided.
- J. Cumulative Expenditures – Enter the cumulative expenditures from the beginning of the budget period to the end of the reporting period. These figures should be computed by adding the current reporting period expenditures to the prior cumulative expenditures,
- K. Certification – Complete the certification before submitting the report. An unsigned report is unacceptable and will be returned for signature before any future funding will be authorized.

ATTACHMENT G

"Hold Harmless" – The Municipality does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgements arising from or growing out of any injuries, loss or damage sustained by any person or corporations, including employees of the Municipality and property of the Municipality under this Agreement.

Grantee shall maintain general liability, automobile liability, and Workers Insurance in amounts of coverage satisfactory to the County and which shall be in compliance with any applicable requirements of the State of New Jersey. Grantee shall deliver certifications of said Insurance to County.

AGREEMENT

THIS AGREEMENT between the **County of Gloucester**, hereinafter referred to as the "COUNTY", acting as the grant administrator for the Governor's Council on Alcoholism and Drug Abuse, "hereinafter referred to as the "COUNCIL" and on behalf of the **Township of Monroe** for the participation of the Alliance to Prevent Alcoholism and Drug Abuse, here after referred to as the "GRANTEE".

The undersigned accepts this agreement and attachments A-G annexed hereto be the Terms and Conditions of Grant participation in the Alliance to Prevent Alcoholism and Drug Abuse. This Agreement will remain valid for the period July 1, 2015 to June 30, 2016 contingent upon full compliance will all the Terms and Conditions.

If, through any cause within its control, the GRANTEE shall fail to fulfill in a timely and professional manner the obligations under this Agreement, or if the GRANTEE should violate any of its covenants, provisions or stipulations of this Agreement, the county will have the right to terminate this Agreement by written notice to the GRANTEE and specifying the effective date thereof, at last thirty (30) days prior to the termination date.

Funds issued by the COUNTY to the GRANTEE under this Agreement shall not exceed the amount of \$26,460.00.

THIS AGREEMENT is made effective the _____ day of _____, 2015.

IN WITNESS WHEREOF, the COUNTY and the GRANTEE have executed this Agreement on the day and year first written above.

ATTEST:

COUNTY OF GLOUCESTER

CHAD M. BRUNER
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER
DIRECTOR

ATTEST:

TOWNSHIP OF MONROE

By:
Title:

ATTACHMENT A

PROGRAMATIC REQUIREMENTS

Alliance Programs under the control of the GRANTEE, which make use of funds, issued by this Letter of Agreement will adhere to the scope and purpose of the Governor's Council on Alcoholism and Drug Abuse as outlined in N.J.S.A. 26:2BB-1 et seq. And N.J.A.C. 17:40-1 et seq.

Further, the GRANTEE accepts responsibility of ensuring that programs adhere to those originally outlined by the GRANTEE in the approved 2015 County Alliance Plan.

Variations from the County Alliance Plan with respect to programmatic content,

WITHOUT APPROVAL will make liable the termination of this Agreement.

Changes in programmatic content must be received by the COUNCIL in writing and receive authorization from the State Alliance Coordinator or designee prior to initiation.

In addition, the COUNTY will ensure that any Municipality receiving funds as a GRANTEE derived from this Agreement must:

- demonstrate coordination with the County Office on Alcoholism and Drug Abuse; and
- identify and impact some aspect of the biopsychosocial model; and
- incorporate broad based, community efforts; and
- illustrate a broad base of service as determined by local needs; and
- be used for school or community based prevention, efforts, early intervention services and/or education, support for outreach efforts; and
- be clearly denoted as an alcohol and drug prevention, education and/or education and/or public drug and alcohol awareness activity; and
- deliver a consistent "no use" message to those under legal age limits or other legal provisions indicated by the laws of the State of New Jersey.

PROGRAMMATIC REPORTING

Programmatic reports will include all relevant data on the progress of and adherence to the County Alliance Plan by the GRANTEE. The Format that **must** be used by the GRANTEE in this reporting will be issued by the County or State Alliance Coordinator. GRANTEE monitoring is to be a staff function of the COUNTY. The focus of this monitoring will be the GRANTEE fidelity to the County Alliance Plan with regards to both Fiscal and Programmatic areas.

Programmatic reports shall be forwarded in a timely fashion and must be accompanied by the Fiscal Report to the County. The GRANTEE shall have the option to report on a quarterly basis. Once the reporting basis is selected, the grantee will be required to submit both the Programmatic and Fiscal reports in the same manner. The final report will be a year long summary of financial activities. Payments may be withheld pending receipt/approval of fiscal program reports.

ATTACHMENT B

FISCAL REQUIREMENTS

The GRANTEE (s) shall save and hold harmless the State of New Jersey, Council and the County of Gloucester, its officers, agent representatives, successors, and assigns and from any and all suits, or action of every nature and kind which may be brought for or on account of any injury, death, or damage arising or growing out of the acts of omission of the GRANTEE, their officers, or employees under this agreement.

The GRANTEE, by signing this Letter of Agreement, accepts Fiscal responsibility that all funds issued by this document are used within the scope and context of N.J.S.A. 26:2BB-1 et seq., N.J.A.C. 17:40-1 et seq., and the approved County Alliance Plan by all subsequent GRANTEES.

The COUNTY is required to ensure that all GRANTEE (s) maintain expense and cash status information. The GRANTEE agrees that all funds awarded through this Letter of Agreement should be expended during the agreement period. Moneys carried forward must have the written authorization of the Executive Director of the COUNCIL.

The GRANTEE (s) may incur costs only during the term of the Agreement. Funds obligated, but not disbursed as of the termination or expiration of this Agreement shall be paid within ninety (90) days following the termination or expiration of this agreement.

The GRANTEE realizes that all COUNCIL funding is contingent upon approval of the County Alliance Plan and all required periodic reports. Further, the GRANTEE realizes that continued program involvement by the State of New Jersey and the COUNCIL will be contingent on the availability of funds. The GRANTEE agrees to generate and expend the required 100% match (25% cash and 75% in-kind) for the period of this agreement as outlined in N.J.A.C. 17:40-1 et seq. The GRANTEE(s), who realize revenues from programs funded by this agreement may use those funds to satisfy current matching requirements or to enhance approve Alliance programs. This revenue shall be

reflected in the year end audit submission of the GRANTEE and in all Fiscal reports.

BUDGET CHANGES

Prior approval is required from the State Alliance Coordinator where cumulative transfers among direct cost categories, or if applicable, among separately budgeted programs, projects, functions or activities exceed or are expected to exceed \$500.00 of the current total approved Municipal Alliance Budget. Prior approval is also required for any item or cost not approved in the original approved Municipal Alliance Budget.

The legislative mandate against supplantation of Drug Enforcement Demand Reduction monies will be closely followed and strictly enforced by the COUNCIL.

The GRANTEE will not, under any circumstance, supplant (ie. The use of these funds for any pre-existing resources or services) monetary disbursement made by this agreement. Violations of this stipulation will render this agreement null and void. The COUNCIL reserves the right to forward information of violations to the Office of the Attorney General.

AUDIT REQUIREMENTS

Audit and Cost Principles

GRANTEE is responsible for obtaining audits in accordance with the N.J. Single Audit Policy as established by the N.J. Department of Treasury in OMB Circular Letter 87-11, unless specifically excluded by the following:

- A. Hospitals subject to OME Circular A-110
 - B. Colleges and universities that are part of a state entity
 - C. GRANTEE (s) receiving less than \$25,000.00 of assistance in a fiscal year
- Exclusion from the Single Audit Policy will not relieve the GRANTEE of its audit responsibility. The organization will remain subject to audit requirements of the applicable OMB Circular Letter.

GRANTEE remains subject to examination by the COUNTY or the COUNCIL.

The applicable audit policy for the application of audit standards for specific recipients is as follows:

Governmental Recipients:

U.S. Office of Management and Budget Circular A-128 and amendments.

Other Recipients:

Comply in principle with the requirements of OMB Circular A-128, although this document is not specific towards non-governmental agencies.

The GRANTEE is required to forward a copy of the annual audit to the COUNCIL within 180 days of the close of the entity's fiscal year.

For GRANTEE receiving funds the following Federal principles for determining allowable costs have been adopted by the COUNCIL.

- | | |
|------------------------------------|--------------------|
| A) Local Governments | OMB Circular A-87 |
| B) Educational Institutions | OMB Circular A-21 |
| C) Private nonprofit organizations | OMB Circular A-122 |

Other than:

1. institutions of higher education
2. hospitals
3. organizations named in OMB A-122 as not subject to that circular

D. For-profit organizations

Other than;

1. hospitals
2. organizations named in OMB A-122 as not subject to that circular.

GRANTS

The cost principles applicable to a GRANTEE under a grant to the County will not necessarily be the same as those applicable to the County. For example, where the County awards a grant to a private non-profit organization, OMB Circular 122 would apply to

the costs incurred by the non-profit organization, even though OMB Circular A-87 would apply to the county.

FINANCIAL STATUS REPORTING

Funds will be issued under this Letter of Agreement on a cost reimbursement basis. The method of disbursement will be by Gloucester County Purchase Order. The requirements for the issuance of funds will be the **TIMELY SUBMISSION** of the required report of grant expenditures with **PROPER DOCUMENTATION**.

This Report will include all relevant data on the progress of, and adherence to the County Alliance Plan by GRANTEE. The Format that **must** be used by the GRANTEE in this reporting will be issued to the County by the Council Fiscal Officer. All expenditure reports shall be forwarded no later than **15 days** after the close of the reporting period due.

Quarterly reports are due in the County office no later than the following:

(1st quarter) October 15, 2015, (2nd quarter) January 15th 2016, (3rd quarter) April 15, 2016, (4th quarter) July 15, 2016.

REPORT OF GRANT EXPENDITURES

Specific instructions are provided to describe the manner in which the report is to be completed. The purpose of this report is to compare actual expenditures with the pre-approved budget.

- A. Final reports shall be due forty-five days after the expiration or termination of the LOA.
- B. Failure to provide the required reports in the prescribed time frame constitutes grounds for withholding future payments. All expenditure reports must be signed by the GRANTEE financial officer, or by a designated individual in the organization for which authorization has been forwarded to the County. Failure to submit reports when due will constitute grounds for non-compliance with award terms and conditions.

The Expenditure report shall include:

- cost summary of all expenses incurred by the GRANTEE during the reporting period; and
- a cost summary of grant and matching funds incurred by the GRANTEE; and
- all other pertinent fiscal information as may be required by the COUNCIL

The financial status report and the programmatic report will be reviewed to determine the reason and qualitative use of funds, as outlined in the approved County Alliance Plan.

ATTACHMENT C

OTHER COMPLIANCE REQUIREMENTS

The GRANTEE will ensure that funds dispersed through this Letter of Agreement are not used for partisan political activity, or similar activity by any person or organization making use of these programs and/or funds.

The GRANTEE will, and will ensure that all subsequent SUBCONTRACTOR (s) adhere to the following statement:

“No person shall, on the grounds of race, color, national origin, age, sex, religion or handicap be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or in part, by State of New Jersey funds.”

The GRANTEE will, and will ensure all subsequent SUB-CONTRACTORS, conduct all meetings open to the public as indicated in N.J.A.C. 17:40 et seq.

The GRANTEE will, and will ensure that all subsequent SUB-CONTRACTORS adhere to all Federal and State guidelines for a Drug Free Workplace.

The SUB-CONTRACTORS will, and will ensure that all subsequent SUB-CONTRACTORS, participate and cooperate with the COUNTY and COUNCIL for scheduled site visits. The GRANTEE will, when issuing statements, press releases, request for proposals, bid solicitations, and other documents describing projects or programs funded through the Alliance in whole or part, the GRANTEE should clearly state:

1. The percentage of the total costs of the program which will be financed with Alliance funds.
2. The dollar amount of Alliance funds for the project or program; and
3. The percentage and dollar amount of the total cost of the project or program that will be financed by non-governmental sources.

ATTACHMENT D

P.L. 1975, C.127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or sub-contractor, where applicable, will not discriminate against any employee or applicant for employment marital status, sex or handicap. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex handicap or affectional or sexual orientation. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation: selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

The contractor or sub-contractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract for understanding, a notice to be provided by the agency contracting officer advising the labor union or workers, representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or sub-contractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127 as amended and supplemented from time to time.

The contractor or sub-contractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, handicap, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or sub-contractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or sub-contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, handicap, or affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

ATTACHMENT E

GENERAL CONDITIONS OF FUNDING

Any materials developed for distribution, publication or advertisement using DEDR funds shall contain a statement acknowledging the Governor's Council on Alcoholism and Drug Abuse as the source. All such materials, wherever possible, shall have affixed or imprinted the official GCADA Logo.

ALLOWABLE COSTS WITH PRIOR WRITTEN APPROVAL

1. USE OF OUT OF AREA SERVICES – when considering sources for programmatic expenditure, services within the municipality are to be used first, services within the county second, and services within the state third. All attempts are to be made to use the most local resources. Out of county or state resources are unacceptable without written exception from the Governor's Council on Alcoholism and Drug Abuse.

Resources for training are expected to be found in the Municipality or in the County of Contract origination. In the event these resources are unavailable in the Municipality or County then neighboring counties could be used if approved by the State Alliance Staff. Out of state resources will not be approved for Alliance expenditure.

2. EQUIPMENT – is an article of tangible personal property that has a useful life of more than two years and an acquisition cost of \$500.00 or more. Purchases are to be made for the sole purpose of the support and performance of programmatic activities.

ATTACHMENT F
Instructions for completing Reporting of Grant Activity

DEFINITIONS – RE: REPORT OF GRANT ACTIVITY

Reporting Agency and Address – Enter the name of the county and complete mailing address including zip code.

- A. Reporting Period – Enter the month, day and year of the beginning and ending dates for which this report is prepared.
- B. Budget Period – Refer to the Letter of Agreement or latest Modification for this information. The budget period is the period of time for which a project is funded.
- C. Report Number – Reports should be numbered consecutively within the budget period.
- D. Revision of Report Number – Complete this section only if a revised report of sub-grant activity is being submitted.
- E. Final Report – Indicate on this line if the final report of sub-grant activity is being submitted. Final reports are due no later than sixty (60) days after the completion of the budget period.
- F. Name of Participating Municipality – Enter the name of the city, township or other organization that has been awarded funding. Where there is a consortium of two or more Municipalities, indicate the name of the local Agency who will be responsible for the accounting of funding.
- G. Amount Awarded – The amount awarded to each municipality as reflected in the approved county plan.
- H. Funding Disbursed – Is that amount of alliance funding (DEDR) paid to each participating approved municipality. Cash disbursements made can include advance payment, regular installment and/or the reimbursement of expenditures.
- I. Period Expenditures – Enter the total expenditures which relates to the reporting period. This category reflects the expenditure of Alliance Funds (DEDR), Cash Matching Funds and In-Kind match required. Expenditures are defined as the allowable costs associated with approved alliance services provided.
- J. Cumulative Expenditures – Enter the cumulative expenditures from the beginning of the budget period to the end of the reporting period. These figures should be computed by adding the current reporting period expenditures to the prior cumulative expenditures,
- K. Certification – Complete the certification before submitting the report. An unsigned report is unacceptable and will be returned for signature before any future funding will be authorized.

ATTACHMENT G

"Hold Harmless" – The Municipality does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgements arising from or growing out of any injuries, loss or damage sustained by any person or corporations, including employees of the Municipality and property of the Municipality under this Agreement.

Grantee shall maintain general liability, automobile liability, and Workers Insurance in amounts of coverage satisfactory to the County and which shall be in compliance with any applicable requirements of the State of New Jersey. Grantee shall deliver certifications of said Insurance to County.

AGREEMENT

THIS AGREEMENT between the **County of Gloucester**, hereinafter referred to as the "COUNTY", acting as the grant administrator for the Governor's Council on Alcoholism and Drug Abuse, "hereinafter referred to as the "COUNCIL" and on behalf of the **Township of Washington** for the participation of the Alliance to Prevent Alcoholism and Drug Abuse, here after referred to as the "GRANTEE".

The undersigned accepts this agreement and attachments A-G annexed hereto be the Terms and Conditions of Grant participation in the Alliance to Prevent Alcoholism and Drug Abuse. This Agreement will remain valid for the period July 1, 2015 to June 30, 2016 contingent upon full compliance will all the Terms and Conditions.

If, through any cause within its control, the GRANTEE shall fail to fulfill in a timely and professional manner the obligations under this Agreement, or if the GRANTEE should violate any of its covenants, provisions or stipulations of this Agreement, the county will have the right to terminate this Agreement by written notice to the GRANTEE and specifying the effective date thereof, at last thirty (30) days prior to the termination date.

Funds issued by the COUNTY to the GRANTEE under this Agreement shall not exceed the amount of \$34,880.00.

THIS AGREEMENT is made effective the _____ day of _____, 2015.

IN WITNESS WHEREOF, the COUNTY and the GRANTEE have executed this Agreement on the day and year first written above.

ATTEST:

COUNTY OF GLOUCESTER

CHAD M. BRUNER
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER
DIRECTOR

ATTEST:

TOWNSHIP OF WASHINGTON

By:
Title:

ATTACHMENT A

PROGRAMATIC REQUIREMENTS

Alliance Programs under the control of the GRANTEE, which make use of funds, issued by this Letter of Agreement will adhere to the scope and purpose of the Governor's Council on Alcoholism and Drug Abuse as outlined in N.J.S.A. 26:2BB-1 et seq. And N.J.A.C. 17:40-1 et seq.

Further, the GRANTEE accepts responsibility of ensuring that programs adhere to those originally outlined by the GRANTEE in the approved 2015 County Alliance Plan.

Variations from the County Alliance Plan with respect to programmatic content,

WITHOUT APPROVAL will make liable the termination of this Agreement.

Changes in programmatic content must be received by the COUNCIL in writing and receive authorization from the State Alliance Coordinator or designee prior to initiation.

In addition, the COUNTY will ensure that any Municipality receiving funds as a GRANTEE derived from this Agreement must:

- demonstrate coordination with the County Office on Alcoholism and Drug Abuse; and
- identify and impact some aspect of the biopsychosocial model; and
- incorporate broad based, community efforts; and
- illustrate a broad base of service as determined by local needs; and
- be used for school or community based prevention, efforts, early intervention services and/or education, support for outreach efforts; and
- be clearly denoted as an alcohol and drug prevention, education and/or education and/or public drug and alcohol awareness activity; and
- deliver a consistent "no use" message to those under legal age limits or other legal provisions indicated by the laws of the State of New Jersey.

PROGRAMMATIC REPORTING

Programmatic reports will include all relevant data on the progress of and adherence to the County Alliance Plan by the GRANTEE. The Format that **must** be used by the GRANTEE in this reporting will be issued by the County or State Alliance Coordinator. GRANTEE monitoring is to be a staff function of the COUNTY. The focus of this monitoring will be the GRANTEE fidelity to the County Alliance Plan with regards to both Fiscal and Programmatic areas.

Programmatic reports shall be forwarded in a timely fashion and must be accompanied by the Fiscal Report to the County. The GRANTEE shall have the option to report on a quarterly basis. Once the reporting basis is selected, the grantee will be required to submit both the Programmatic and Fiscal reports in the same manner. The final report will be a year long summary of financial activities. Payments may be withheld pending receipt/approval of fiscal program reports.

ATTACHMENT B

FISCAL REQUIREMENTS

The GRANTEE (s) shall save and hold harmless the State of New Jersey, Council and the County of Gloucester, its officers, agent representatives, successors, and assigns and from any and all suits, or action of every nature and kind which may be brought for or on account of any injury, death, or damage arising or growing out of the acts of omission of the GRANTEE, their officers, or employees under this agreement.

The GRANTEE, by signing this Letter of Agreement, accepts Fiscal responsibility that all funds issued by this document are used within the scope and context of N.J.S.A. 26:2BB-1 et seq., N.J.A.C. 17:40-1 et seq., and the approved County Alliance Plan by all subsequent GRANTEES.

The COUNTY is required to ensure that all GRANTEE (s) maintain expense and cash status information. The GRANTEE agrees that all funds awarded through this Letter of Agreement should be expended during the agreement period. Moneys carried forward must have the written authorization of the Executive Director of the COUNCIL.

The GRANTEE (s) may incur costs only during the term of the Agreement. Funds obligated, but not disbursed as of the termination or expiration of this Agreement shall be paid within ninety (90) days following the termination or expiration of this agreement.

The GRANTEE realizes that all COUNCIL funding is contingent upon approval of the County Alliance Plan and all required periodic reports. Further, the GRANTEE realizes that continued program involvement by the State of New Jersey and the COUNCIL will be contingent on the availability of funds. The GRANTEE agrees to generate and expend the required 100% match (25% cash and 75% in-kind) for the period of this agreement as outlined in N.J.A.C. 17:40-1 et seq. The GRANTEE(s), who realize revenues from programs funded by this agreement may use those funds to satisfy current matching requirements or to enhance approve Alliance programs. This revenue shall be

reflected in the year end audit submission of the GRANTEE and in all Fiscal reports.

BUDGET CHANGES

Prior approval is required from the State Alliance Coordinator where cumulative transfers among direct cost categories, or if applicable, among separately budgeted programs, projects, functions or activities exceed or are expected to exceed \$500.00 of the current total approved Municipal Alliance Budget. Prior approval is also required for any item or cost not approved in the original approved Municipal Alliance Budget.

The legislative mandate against supplantation of Drug Enforcement Demand Reduction monies will be closely followed and strictly enforced by the COUNCIL.

The GRANTEE will not, under any circumstance, supplant (ie. The use of these funds for any pre-existing resources or services) monetary disbursement made by this agreement. Violations of this stipulation will render this agreement null and void. The COUNCIL reserves the right to forward information of violations to the Office of the Attorney General.

AUDIT REQUIREMENTS

Audit and Cost Principles

GRANTEE is responsible for obtaining audits in accordance with the N.J. Single Audit Policy as established by the N.J. Department of Treasury in OMB Circular Letter 87-11, unless specifically excluded by the following:

- A. Hospitals subject to OME Circular A-110
- B. Colleges and universities that are part of a state entity
- C. GRANTEE (s) receiving less than \$25,000.00 of assistance in a fiscal year Exclusion from the Single Audit Policy will not relieve the GRANTEE of its audit responsibility. The organization will remain subject to audit requirements of the applicable OMB Circular Letter.

GRANTEE remains subject to examination by the COUNTY or the COUNCIL.

The applicable audit policy for the application of audit standards for specific recipients is as follows:

Governmental Recipients:

U.S. Office of Management and Budget Circular A-128 and amendments.

Other Recipients:

Comply in principle with the requirements of OMB Circular A-128, although this document is not specific towards non-governmental agencies.

The GRANTEE is required to forward a copy of the annual audit to the COUNCIL within 180 days of the close of the entity's fiscal year.

For GRANTEE receiving funds the following Federal principles for determining allowable costs have been adopted by the COUNCIL.

- | | |
|------------------------------------|--------------------|
| A) Local Governments | OMB Circular A-87 |
| B) Educational Institutions | OMB Circular A-21 |
| C) Private nonprofit organizations | OMB Circular A-122 |

Other than:

1. institutions of higher education
2. hospitals
3. organizations named in OMB A-122 as not subject to that circular

D. For-profit organizations

Other than;

1. hospitals
2. organizations named in OMB A-122 as not subject to that circular.

GRANTS

The cost principles applicable to a GRANTEE under a grant to the County will not necessarily be the same as those applicable to the County. For example, where the County awards a grant to a private non-profit organization, OMB Circular 122 would apply to

the costs incurred by the non-profit organization, even though OMB Circular A-87 would apply to the county.

FINANCIAL STATUS REPORTING

Funds will be issued under this Letter of Agreement on a cost reimbursement basis. The method of disbursement will be by Gloucester County Purchase Order. The requirements for the issuance of funds will be the **TIMELY SUBMISSION** of the required report of grant expenditures with **PROPER DOCUMENTATION**.

This Report will include all relevant data on the progress of, and adherence to the County Alliance Plan by GRANTEE. The Format that **must** be used by the GRANTEE in this reporting will be issued to the County by the Council Fiscal Officer. All expenditure reports shall be forwarded no later than **15 days** after the close of the reporting period due.

Quarterly reports are due in the County office no later than the following:

(1st quarter) October 15, 2015, (2nd quarter) January 15th 2016, (3rd quarter) April 15, 2016, (4th quarter) July 15, 2016

REPORT OF GRANT EXPENDITURES

Specific instructions are provided to describe the manner in which the report is to be completed. The purpose of this report is to compare actual expenditures with the pre-approved budget.

- A. Final reports shall be due forty-five days after the expiration or termination of the LOA.
- B. Failure to provide the required reports in the prescribed time frame constitutes grounds for withholding future payments. All expenditure reports must be signed by the GRANTEE financial officer, or by a designated individual in the organization for which authorization has been forwarded to the County. Failure to submit reports when due will constitute grounds for non-compliance with award terms and conditions.

The Expenditure report shall include:

-cost summary of all expenses incurred by the GRANTEE during the reporting period; and

-a cost summary of grant and matching funds incurred by the GRANTEE; and

-all other pertinent fiscal information as may be required by the COUNCIL

The financial status report and the programmatic report will be reviewed to determine the reason and qualitative use of funds, as outlined in the approved County Alliance Plan.

ATTACHMENT C

OTHER COMPLIANCE REQUIREMENTS

The GRANTEE will ensure that funds dispersed through this Letter of Agreement are not used for partisan political activity, or similar activity by any person or organization making use of these programs and/or funds.

The GRANTEE will, and will ensure that all subsequent SUBCONTRACTOR (s) adhere to the following statement:

“No person shall, on the grounds of race, color, national origin, age, sex, religion or handicap be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or in part, by State of New Jersey funds.”

The GRANTEE will, and will ensure all subsequent SUB-CONTRACTORS, conduct all meetings open to the public as indicated in N.J.A.C. 17:40 et seq.

The GRANTEE will, and will ensure that all subsequent SUB-CONTRACTORS adhere to all Federal and State guidelines for a Drug Free Workplace.

The SUB-CONTRACTORS will, and will ensure that all subsequent SUB-CONTRACTORS, participate and cooperate with the COUNTY and COUNCIL for scheduled site visits. The GRANTEE will, when issuing statements, press releases, request for proposals, bid solicitations, and other documents describing projects or programs funded through the Alliance in whole or part, the GRANTEE should clearly state:

1. The percentage of the total costs of the program which will be financed with Alliance funds.
2. The dollar amount of Alliance funds for the project or program; and
3. The percentage and dollar amount of the total cost of the project or program that will be financed by non-governmental sources.

ATTACHMENT D

P.L. 1975, C.127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or sub-contractor, where applicable, will not discriminate against any employee or applicant for employment marital status, sex or handicap. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex handicap or affectional or sexual orientation. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation: selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

The contractor or sub-contractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract for understanding, a notice to be provided by the agency contracting officer advising the labor union or workers, representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or sub-contractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127 as amended and supplemented from time to time.

The contractor or sub-contractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, handicap, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or sub-contractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or sub-contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, handicap, or affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

ATTACHMENT E

GENERAL CONDITIONS OF FUNDING

Any materials developed for distribution, publication or advertisement using DEDR funds shall contain a statement acknowledging the Governor's Council on Alcoholism and Drug Abuse as the source. All such materials, wherever possible, shall have affixed or imprinted the official GCADA Logo.

ALLOWABLE COSTS WITH PRIOR WRITTEN APPROVAL

1. USE OF OUT OF AREA SERVICES – when considering sources for programmatic expenditure, services within the municipality are to be used first, services within the county second, and services within the state third. All attempts are to be made to use the most local resources. Out of county or state resources are unacceptable without written exception from the Governor's Council on Alcoholism and Drug Abuse.

Resources for training are expected to be found in the Municipality or in the County of Contract origination. In the event these resources are unavailable in the Municipality or County then neighboring counties could be used if approved by the State Alliance Staff. Out of state resources will not be approved for Alliance expenditure.

2. EQUIPMENT – is an article of tangible personal property that has a useful life of more than two years and an acquisition cost of \$500.00 or more. Purchases are to be made for the sole purpose of the support and performance of programmatic activities.

ATTACHMENT F

Instructions for completing Reporting of Grant Activity

DEFINITIONS – RE: REPORT OF GRANT ACTIVITY

Reporting Agency and Address – Enter the name of the county and complete mailing address including zip code.

- A. Reporting Period – Enter the month, day and year of the beginning and ending dates for which this report is prepared.
- B. Budget Period – Refer to the Letter of Agreement or latest Modification for this information. The budget period is the period of time for which a project is funded.
- C. Report Number – Reports should be numbered consecutively within the budget period.
- D. Revision of Report Number – Complete this section only if a revised report of sub-grant activity is being submitted.
- E. Final Report – Indicate on this line if the final report of sub-grant activity is being submitted. Final reports are due no later than sixty (60) days after the completion of the budget period.
- F. Name of Participating Municipality – Enter the name of the city, township or other organization that has been awarded funding. Where there is a consortium of two or more Municipalities, indicate the name of the local Agency who will be responsible for the accounting of funding.
- G. Amount Awarded – The amount awarded to each municipality as reflected in the approved county plan.
- H. Funding Disbursed – Is that amount of alliance funding (DEDR) paid to each participating approved municipality. Cash disbursements made can include advance payment, regular installment and/or the reimbursement of expenditures.
- I. Period Expenditures – Enter the total expenditures which relates to the reporting period. This category reflects the expenditure of Alliance Funds (DEDR), Cash Matching Funds and In-Kind match required. Expenditures are defined as the allowable costs associated with approved alliance services provided.
- J. Cumulative Expenditures – Enter the cumulative expenditures from the beginning of the budget period to the end of the reporting period. These figures should be computed by adding the current reporting period expenditures to the prior cumulative expenditures,
- K. Certification – Complete the certification before submitting the report. An unsigned report is unacceptable and will be returned for signature before any future funding will be authorized.

ATTACHMENT G

"Hold Harmless" – The Municipality does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgements arising from or growing out of any injuries, loss or damage sustained by any person or corporations, including employees of the Municipality and property of the Municipality under this Agreement.

Grantee shall maintain general liability, automobile liability, and Workers Insurance in amounts of coverage satisfactory to the County and which shall be in compliance with any applicable requirements of the State of New Jersey. Grantee shall deliver certifications of said Insurance to County.

AGREEMENT

THIS AGREEMENT between the **County of Gloucester**, hereinafter referred to as the "COUNTY", acting as the grant administrator for the Governor's Council on Alcoholism and Drug Abuse, "hereinafter referred to as the "COUNCIL" and on behalf of the **Township of West Deptford** for the participation of the Alliance to Prevent Alcoholism and Drug Abuse, here after referred to as the "GRANTEE".

The undersigned accepts this agreement and attachments A-G annexed hereto be the Terms and Conditions of Grant participation in the Alliance to Prevent Alcoholism and Drug Abuse. This Agreement will remain valid for the period July 1, 2015 to June 30, 2016 contingent upon full compliance will all the Terms and Conditions.

If, through any cause within its control, the GRANTEE shall fail to fulfill in a timely and professional manner the obligations under this Agreement, or if the GRANTEE should violate any of its covenants, provisions or stipulations of this Agreement, the county will have the right to terminate this Agreement by written notice to the GRANTEE and specifying the effective date thereof, at last thirty (30) days prior to the termination date.

Funds issued by the COUNTY to the GRANTEE under this Agreement shall not exceed the amount of \$19,920.00.

THIS AGREEMENT is made effective the _____ day of _____, **2015**.

IN WITNESS WHEREOF, the COUNTY and the GRANTEE have executed this Agreement on the day and year first written above.

ATTEST:

COUNTY OF GLOUCESTER

CHAD M. BRUNER
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER
DIRECTOR

ATTEST:

TOWNSHIP OF WEST
DEPTFORD

By:
Title:

ATTACHMENT A

PROGRAMATIC REQUIREMENTS

Alliance Programs under the control of the GRANTEE, which make use of funds, issued by this Letter of Agreement will adhere to the scope and purpose of the Governor's Council on Alcoholism and Drug Abuse as outlined in N.J.S.A. 26:2BB-1 et seq. And N.J.A.C. 17:40-1 et seq.

Further, the GRANTEE accepts responsibility of ensuring that programs adhere to those originally outlined by the GRANTEE in the approved 2015 County Alliance Plan.

Variations from the County Alliance Plan with respect to programmatic content,

WITHOUT APPROVAL will make liable the termination of this Agreement.

Changes in programmatic content must be received by the COUNCIL in writing and receive authorization from the State Alliance Coordinator or designee prior to initiation.

In addition, the COUNTY will ensure that any Municipality receiving funds as a GRANTEE derived from this Agreement must:

- demonstrate coordination with the County Office on Alcoholism and Drug Abuse; and identify and impact some aspect of the biopsychosocial model; and
- incorporate broad based, community efforts; and
- illustrate a broad base of service as determined by local needs; and
- be used for school or community based prevention, efforts, early intervention services and/or education, support for outreach efforts; and
- be clearly denoted as an alcohol and drug prevention, education and/or education and/or public drug and alcohol awareness activity; and
- deliver a consistent "no use" message to those under legal age limits or other legal provisions indicated by the laws of the State of New Jersey.

PROGRAMMATIC REPORTING

Programmatic reports will include all relevant data on the progress of and adherence to the County Alliance Plan by the GRANTEE. The Format that **must** be used by the GRANTEE in this reporting will be issued by the County or State Alliance Coordinator. GRANTEE monitoring is to be a staff function of the COUNTY. The focus of this monitoring will be the GRANTEE fidelity to the County Alliance Plan with regards to both Fiscal and Programmatic areas.

Programmatic reports shall be forwarded in a timely fashion and must be accompanied by the Fiscal Report to the County. The GRANTEE shall have the option to report on a quarterly basis. Once the reporting basis is selected, the grantee will be required to submit both the Programmatic and Fiscal reports in the same manner. The final report will be a year long summary of financial activities. Payments may be withheld pending receipt/approval of fiscal program reports.

ATTACHMENT B

FISCAL REQUIREMENTS

The GRANTEE (s) shall save and hold harmless the State of New Jersey, Council and the County of Gloucester, its officers, agent representatives, successors, and assigns and from any and all suits, or action of every nature and kind which may be brought for or on account of any injury, death, or damage arising or growing out of the acts of omission of the GRANTEE, their officers, or employees under this agreement.

The GRANTEE, by signing this Letter of Agreement, accepts Fiscal responsibility that all funds issued by this document are used within the scope and context of N.J.S.A. 26:2BB-1 et seq., N.J.A.C. 17:40-1 et seq., and the approved County Alliance Plan by all subsequent GRANTEES.

The COUNTY is required to ensure that all GRANTEE (s) maintain expense and cash status information. The GRANTEE agrees that all funds awarded through this Letter of Agreement should be expended during the agreement period. Moneys carried forward must have the written authorization of the Executive Director of the COUNCIL. The GRANTEE (s) may incur costs only during the term of the Agreement. Funds obligated, but not disbursed as of the termination or expiration of this Agreement shall be paid within ninety (90) days following the termination or expiration of this agreement. The GRANTEE realizes that all COUNCIL funding is contingent upon approval of the County Alliance Plan and all required periodic reports. Further, the GRANTEE realizes that continued program involvement by the State of New Jersey and the COUNCIL will be contingent on the availability of funds. The GRANTEE agrees to generate and expend the required 100% match (25% cash and 75% in-kind) for the period of this agreement as outlined in N.J.A.C. 17:40-1 et seq. The GRANTEE(s), who realize revenues from programs funded by this agreement may use those funds to satisfy current matching requirements or to enhance approve Alliance programs. This revenue shall be

reflected in the year end audit submission of the GRANTEE and in all Fiscal reports.

BUDGET CHANGES

Prior approval is required from the State Alliance Coordinator where cumulative transfers among direct cost categories, or if applicable, among separately budgeted programs, projects, functions or activities exceed or are expected to exceed \$500.00 of the current total approved Municipal Alliance Budget. Prior approval is also required for any item or cost not approved in the original approved Municipal Alliance Budget.

The legislative mandate against supplantation of Drug Enforcement Demand Reduction monies will be closely followed and strictly enforced by the COUNCIL.

The GRANTEE will not, under any circumstance, supplant (ie. The use of these funds for any pre-existing resources or services) monetary disbursement made by this agreement. Violations of this stipulation will render this agreement null and void. The COUNCIL reserves the right to forward information of violations to the Office of the Attorney General.

AUDIT REQUIREMENTS

Audit and Cost Principles

GRANTEE is responsible for obtaining audits in accordance with the N.J. Single Audit Policy as established by the N.J. Department of Treasury in OMB Circular Letter 87-11, unless specifically excluded by the following:

- A. Hospitals subject to OME Circular A-110
- B. Colleges and universities that are part of a state entity
- C. GRANTEE (s) receiving less than \$25,000.00 of assistance in a fiscal year Exclusion from the Single Audit Policy will not relieve the GRANTEE of its audit responsibility. The organization will remain subject to audit requirements of the applicable OMB Circular Letter.

GRANTEE remains subject to examination by the COUNTY or the COUNCIL.

The applicable audit policy for the application of audit standards for specific recipients is as follows:

Governmental Recipients:

U.S. Office of Management and Budget Circular A-128 and amendments.

Other Recipients:

Comply in principle with the requirements of OMB Circular A-128, although this document is not specific towards non-governmental agencies.

The GRANTEE is required to forward a copy of the annual audit to the COUNCIL within 180 days of the close of the entity's fiscal year.

For GRANTEE receiving funds the following Federal principles for determining allowable costs have been adopted by the COUNCIL.

- | | |
|------------------------------------|--------------------|
| A) Local Governments | OMB Circular A-87 |
| B) Educational Institutions | OMB Circular A-21 |
| C) Private nonprofit organizations | OMB Circular A-122 |

Other than:

1. institutions of higher education
2. hospitals
3. organizations named in OMB A-122 as not subject to that circular

D. For-profit organizations

Other than;

1. hospitals
2. organizations named in OMB A-122 as not subject to that circular.

GRANTS

The cost principles applicable to a GRANTEE under a grant to the County will not necessarily be the same as those applicable to the County. For example, where the County awards a grant to a private non-profit organization, OMB Circular 122 would apply to

the costs incurred by the non-profit organization, even though OMB Circular A-87 would apply to the county.

FINANCIAL STATUS REPORTING

Funds will be issued under this Letter of Agreement on a cost reimbursement basis. The method of disbursement will be by Gloucester County Purchase Order. The requirements for the issuance of funds will be the **TIMELY SUBMISSION** of the required report of grant expenditures with **PROPER DOCUMENTATION**.

This Report will include all relevant data on the progress of, and adherence to the County Alliance Plan by GRANTEE. The Format that **must** be used by the GRANTEE in this reporting will be issued to the County by the Council Fiscal Officer. All expenditure reports shall be forwarded no later than **15 days** after the close of the reporting period due.

Quarterly reports are due in the County office no later than the following:

(1st quarter) October 15, 2015, (2nd quarter) January 15th 2016, (3rd quarter) April 15, 2016, (4th quarter) July 15, 2016.

REPORT OF GRANT EXPENDITURES

Specific instructions are provided to describe the manner in which the report is to be completed. The purpose of this report is to compare actual expenditures with the pre-approved budget.

- A. Final reports shall be due forty-five days after the expiration or termination of the LOA.
- B. Failure to provide the required reports in the prescribed time frame constitutes grounds for withholding future payments. All expenditure reports must be signed by the GRANTEE financial officer, or by a designated individual in the organization for which authorization has been forwarded to the County. Failure to submit reports when due will constitute grounds for non-compliance with award terms and conditions.

The Expenditure report shall include:

-cost summary of all expenses incurred by the GRANTEE during the reporting period; and

-a cost summary of grant and matching funds incurred by the GRANTEE; and

-all other pertinent fiscal information as may be required by the COUNCIL

The financial status report and the programmatic report will be reviewed to determine the reason and qualitative use of funds, as outlined in the approved County Alliance Plan.

ATTACHMENT C

OTHER COMPLIANCE REQUIREMENTS

The GRANTEE will ensure that funds dispersed through this Letter of Agreement are not used for partisan political activity, or similar activity by any person or organization making use of these programs and/or funds.

The GRANTEE will, and will ensure that all subsequent SUBCONTRACTOR (s) adhere to the following statement:

“No person shall, on the grounds of race, color, national origin, age, sex, religion or handicap be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or in part, by State of New Jersey funds.”

The GRANTEE will, and will ensure all subsequent SUB-CONTRACTORS, conduct all meetings open to the public as indicated in N.J.A.C. 17:40 et seq.

The GRANTEE will, and will ensure that all subsequent SUB-CONTRACTORS adhere to all Federal and State guidelines for a Drug Free Workplace.

The SUB-CONTRACTORS will, and will ensure that all subsequent SUB-CONTRACTORS, participate and cooperate with the COUNTY and COUNCIL for scheduled site visits. The GRANTEE will, when issuing statements, press releases, request for proposals, bid solicitations, and other documents describing projects or programs funded through the Alliance in whole or part, the GRANTEE should clearly state:

1. The percentage of the total costs of the program which will be financed with Alliance funds.
2. The dollar amount of Alliance funds for the project or program; and
3. The percentage and dollar amount of the total cost of the project or program that will be financed by non-governmental sources.

ATTACHMENT D

P.L. 1975, C.127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or sub-contractor, where applicable, will not discriminate against any employee or applicant for employment marital status, sex or handicap. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex handicap or affectional or sexual orientation. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation: selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

The contractor or sub-contractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract for understanding, a notice to be provided by the agency contracting officer advising the labor union or workers, representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or sub-contractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127 as amended and supplemented from time to time.

The contractor or sub-contractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, handicap, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or sub-contractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or sub-contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, handicap, or affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

ATTACHMENT E

GENERAL CONDITIONS OF FUNDING

Any materials developed for distribution, publication or advertisement using DEDR funds shall contain a statement acknowledging the Governor's Council on Alcoholism and Drug Abuse as the source. All such materials, wherever possible, shall have affixed or imprinted the official GCADA Logo.

ALLOWABLE COSTS WITH PRIOR WRITTEN APPROVAL

1. USE OF OUT OF AREA SERVICES – when considering sources for programmatic expenditure, services within the municipality are to be used first, services within the county second, and services within the state third. All attempts are to be made to use the most local resources. Out of county or state resources are unacceptable without written exception from the Governor's Council on Alcoholism and Drug Abuse.

Resources for training are expected to be found in the Municipality or in the County of Contract origination. In the event these resources are unavailable in the Municipality or County then neighboring counties could be used if approved by the State Alliance Staff. Out of state resources will not be approved for Alliance expenditure.

2. EQUIPMENT – is an article of tangible personal property that has a useful life of more than two years and an acquisition cost of \$500.00 or more. Purchases are to be made for the sole purpose of the support and performance of programmatic activities.

ATTACHMENT F
Instructions for completing Reporting of Grant Activity

DEFINITIONS – RE: REPORT OF GRANT ACTIVITY

Reporting Agency and Address – Enter the name of the county and complete mailing address including zip code.

- A. Reporting Period – Enter the month, day and year of the beginning and ending dates for which this report is prepared.
- B. Budget Period – Refer to the Letter of Agreement or latest Modification for this information. The budget period is the period of time for which a project is funded.
- C. Report Number – Reports should be numbered consecutively within the budget period.
- D. Revision of Report Number – Complete this section only if a revised report of sub-grant activity is being submitted.
- E. Final Report – Indicate on this line if the final report of sub-grant activity is being submitted. Final reports are due no later than sixty (60) days after the completion of the budget period.
- F. Name of Participating Municipality – Enter the name of the city, township or other organization that has been awarded funding. Where there is a consortium of two or more Municipalities, indicate the name of the local Agency who will be responsible for the accounting of funding.
- G. Amount Awarded – The amount awarded to each municipality as reflected in the approved county plan.
- H. Funding Disbursed – Is that amount of alliance funding (DEDR) paid to each participating approved municipality. Cash disbursements made can include advance payment, regular installment and/or the reimbursement of expenditures.
- I. Period Expenditures – Enter the total expenditures which relates to the reporting period. This category reflects the expenditure of Alliance Funds (DEDR), Cash Matching Funds and In-Kind match required. Expenditures are defined as the allowable costs associated with approved alliance services provided.
- J. Cumulative Expenditures – Enter the cumulative expenditures from the beginning of the budget period to the end of the reporting period. These figures should be computed by adding the current reporting period expenditures to the prior cumulative expenditures,
- K. Certification – Complete the certification before submitting the report. An unsigned report is unacceptable and will be returned for signature before any future funding will be authorized.

ATTACHMENT G

"Hold Harmless" – The Municipality does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgements arising from or growing out of any injuries, loss or damage sustained by any person or corporations, including employees of the Municipality and property of the Municipality under this Agreement.

Grantee shall maintain general liability, automobile liability, and Workers Insurance in amounts of coverage satisfactory to the County and which shall be in compliance with any applicable requirements of the State of New Jersey. Grantee shall deliver certifications of said Insurance to County.

G-2

RESOLUTION AUTHORIZING THE FILING OF A JOINT APPLICATION TO NJ TRANSIT FOR THE SFY'2015 & CY'2016 SECTION 5311 RURAL TRANSPORTATION GRANT AND FOR THE CY'2016 SENIOR CITIZEN AND DISABLED RESIDENTS TRANSPORTATION PROGRAM

WHEREAS, the SFY'2015 & CY'2016 Section 5311 Rural Transportation Grant will be used to transport transit-dependent rural residents to non-emergency medical appointments, various facilities, and to cover operational expenses incurred by the County Division of Transportation Services (DTS) Program in the provision of transportation; and

WHEREAS, the County is applying for the SFY'2015 and CY'2016 Section 5311 Rural Transportation Grant, in the total amount of \$288,246.00, which includes \$144,123.00 Federal, \$72,061.50 State and a Local In-Kind Match of \$72,061.50, from July 1, 2015 to December 31, 2016; and

WHEREAS, the CY'2016 Senior Citizen and Disabled Residents Transportation Assistance Program (SCDRTAP) is through casino tax revenue available to the County DTS Program to provide demand-responsive, subscription and flexible route transportation to elderly and disabled residents and covers administrative and operational expenses incurred by the DTS Program in the provision of transportation; and

WHEREAS, the County is applying for the CY'2016 Senior Citizen and Disabled Residents Transportation Assistance Program (SCDRTAP) in the total amount of \$485,197.00, from January 1, 2016 to December 31, 2016; and

WHEREAS, the application for the SFY'2015 and CY'2016 Section 5311 Rural Transportation Grant and the CY'2016 Senior Citizen and Disabled Residents Transportation Assistance Program (SCDRTAP) will be submitted to NJ Transit as a joint application; and

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

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 grant application and any and all documents relative to the application and acceptance of the SFY'2015 and CY'2016 Section 5311 Rural Transportation Grant, in the total amount of \$288,246.00, which includes \$144,123.00 Federal, \$72,061.50 State and a Local In-Kind Match of \$72,061.50 from July 1, 2015 to December 31, 2016 and the CY'2016 Senior Citizen and Disabled Residents Transportation Assistance Program (SCDRTAP) in the total amount of \$485,197.00, from January 1, 2016 to December 31, 2016 from NJ Transit.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, July 8, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

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

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: 06/15/15

1. TYPE OF GRANT
 NEW GRANT
 X RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER 504

2. GRANT TITLE: FY2016 Senior Citizen and Disabled Residents Transportation Program (SCDRTAP)

3. GRANT TERM: FROM: 01/01/16 TO: 12/31/16

4. COUNTY DEPARTMENT: Human Services - DTS

5. DEPT. CONTACT PERSON & PHONE NO. Mark Seigel, 856-686-8362

6. NAME OF FUNDING AGENCY: NJ Transit

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): Casino tax revenues available to Gloucester County Division of Transportation Services (DTS) to provide demand-responsive, subscription and flexible fixed route transportation to elderly and disabled residents. Grant covers administrative and operational expenses incurred by the DTS Program in the provision of transportation.

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

NAME	AMOUNT	NAME	AMOUNT
<u> See attached Personnel listing </u>			

9. TOTAL SALARY CHARGED TO GRANT \$ 369,597.00

10. INDIRECT COST (IC) RATE 31.7% Admin. 31.7% Operations

11. IC CHARGED TO GRANT \$ 60,000.00

12. FRINGE BENEFIT RATE CHARGED TO GRANT 0%

13. DATE APPLICATION DUE TO GRANTOR 06/30/2014

14. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	<u>\$ 485,197.00</u>	
CASH MATCH		<u>0</u> (Attach Documentation)
IN-KIND MATCH	<u>\$ -</u>	<u>0</u> (Attach Documentation)

TOTAL PROGRAM BUDGET \$ 485,197.00

15. DID YOU READ THE 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

DEPARTMENT HEAD: 
DATE: 6/19/15 Signature

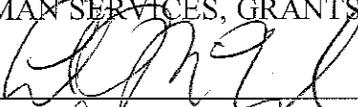
.....
Departmental Use Only

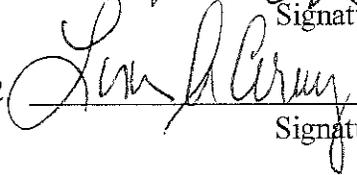
DATE RECEIVED BY GRANTS DIVISION: JUNE 22, 2015 CAC

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. 
Signature

2. 
Signature

BUDGET AMENDMENT FORM

INCLUDE GRANT AGREEMENT AND/OR COMMITMENT LETTER, ATTACH (AMENDED) BUDGET PAGE WITH COUNTY BUDGET EXPENDITURE EXPLANATIONS (C-2 FORM) AND CODE NUMBER (PER BUDGET MANUAL).

DATE: 06/15/15

1. GRANT TITLE: 2016 Senior Citizen & Disabled Resident Transportation Assistance Program (SCDRTAP)

2. DEPARTMENT: Human Services - DTS

3. GRANT ID NUMBER: STATE: Casino Grant Funds

FEDERAL: _____

4. FUNDING AGENCY CONTACT PERSON: Lisa Tulley

5. FUNDING AGENCY PHONE NUMBER: 973-491-8397

6. GRANT AMOUNT: \$485,197.00

7. A. CASH MATCH AMOUNT: 0
(Attach mandated documentation)

B. IN-KIND MATCH AMOUNT: 0

C. MODIFICATION AMOUNT: _____

D. NEW TOTAL: \$485,197.00

8. CONTRACT PERIOD: FROM: 01/01/2016 TO 12/31/2016

9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE: _____

REIMBURSEMENT: MONTHLY: X

QUARTERLY: _____

END OF CONTRACT: _____

OTHER (EXPLAIN): _____

10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES X NO _____
ARE THEY MONTHLY X QUARTERLY _____ END OF CONTRACT _____

LIST DATES REPORTS ARE DUE:

02/29/16, 03/31/16, 04/30/16, 05/30/16,
06/30/16, 07/31/16, 08/30/16, 09/30/16,
10/31/16, 11/30/16, 12/30/16, 01/30/17

(OVER)



May 14, 2015

Mr. Mark Seigel
Gloucester County Division of Transportation
115 Budd Boulevard
West Deptford, NJ 08096

RE: Gloucester 2016 Combined SCDRTAP/5311 Application

Dear Mr. Seigel:

I am pleased to forward to your attention the combined Senior Citizens and Disabled Residents Transportation Assistance Program (SCDRTAP) 2016 and FY 2016 FTA Small Urban and Rural Area Public Transportation (Section 5311) application. If you are not an eligible subrecipient of both programs you need only complete the portions of the application that pertain to the grant program for which you are applying.

- FY January 1, 2016 – December 31, 2016, your SCDRTAP allocation is **\$485,197.00**.
- FY July 1, 2015 – December 31, 2016, your Section 5311 FTA allocation is **\$288,246.00**

I want to call your attention to the following sections that have revisions:

- All applicable Policies and Procedures described on table 4 must be submitted this year
- We added an Americans with Disabilities Service Requirement on page 10 to be completed by all subrecipients
- Table 5 listing of all formal and informal coordination agreements and services provided
- Table 6 listing of all agencies that you provide service to that that generate revenue
- Table 7 Route Deviation table – listing of all routes by name and additional data
- Table 8 Alternative Revenue generated by source
- Revised Vehicle Inventory (combined 5311 and SCDRTAP) requirements
- Non-Vehicle Inventory – attached spreadsheet showing items purchased with either SCDRTAP or 5311 funding
- Revised excel budget pages to include all projected revenue including from alternative sources such as service contracts fares, advertising and donations
- In Section VII-Addendum A and C Listing of Operators and Unions only put changes or deletions that differ from the attached Addendums. (Do not make the actual changes on the Addendum C Excel Spreadsheet). Since 2010 the Department of Labor contacts the unions via email to verify information so please be accurate and complete.

Please note that at the SCDRTAP application public hearing, at a minimum you are only required to have copies of a summary of proposed activities and a proposed budget not the full application. This ensures that the public will be better able to comment on your proposal. This information should also be read into the record during the hearing. You are also encouraged to arrange for a court stenographer to provide a transcript of the public hearing.

One (1) copy of the **application is to be returned to NJ TRANSIT by June 30, 2015**. This year you must also transmit an electronic application to NJ TRANSIT. A fully executed contract for each eligible grant will be returned to you only after NJ TRANSIT has received your fully completed application.

Contact your assigned Local Programs staff if you have any questions concerning the application. Thank you for your continued dedication to the provision of service that you provide. Your services create a vital link in your community and help provide independence and safe travel to New Jersey's residents.

Sincerely,

Janelle Rivera

Janelle Rivera, Manager, Local Programs

Cc. S. Fittante, Director, Local Programs and Minibus Support
Lisa Tulley, Regional Program Administrator



March 31, 2015

Mr. Mark Seigel
Gloucester County Division of Transportation
115 Budd Blvd.
West Deptford, NJ 08096

RE: Gloucester County 2016 SCDRTAP Allocation

Dear Mr. Mark Seigel:

I am pleased to forward to your attention the Senior Citizens and Disabled Residents Transportation Assistance Program FY'2016 allocation for funding. Your county allocation as determined by formula is **\$485,197**. It is our intention to distribute the Applications in the next week or two; however, I felt it was important for you to receive your proposed allocation so that you can begin the budget preparation process.

NJ TRANSIT recognizes that the last couple of years have been financially challenging to your service. As a result of the influx of funds from internet gaming, you will see a slight increase in your allocation from last year. However, we must be realistic about the possibility of continued reductions and plan accordingly.

NJ TRANSIT thanks you for your continued efforts and we look forward to working together with you in the year ahead.

Sincerely,

Steven R. Fittante

Steven R. Fittante
Director, Local Programs and Minibus Support



RE: Gloucester County 2016 5311 Proposed Budget

April 6, 2015

Mr. Mark Seigel
Gloucester County Division of Transportation
115 Budd Blvd.
West Deptford, NJ 08096

Dear Mr. Mark Seigel:

Attached is the Section 5311 2015-2016 budget allocation (July 1, 2015 - December 31, 2016) form. Please note on this year's form we have broken down the allocations into two sections. The first allocation represents a six (6) month period from July 1, 2015 to December 31, 2015. The second allocation begins January 1, 2016 to December 31, 2016 moving the S5311 grant to a calendar year.

Please complete the attached and return to our office no later than **Friday, April 10, 2015**. Be mindful of the return date as we need the final numbers to request the State match at our next NJ TRANSIT Executive Board meeting.

We expect to send out the Section 5311 2015-2016 application shortly. This application will cover both allocation periods above. If you have questions about the attached, please call Mrs. Isabel Hernandez at 973-491-7456.

Sincerely,

Steven Fittante

Steve Fittante
Director, Local Programs and Minibus Support

**2016 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS-SCDRTAP**

201	OTHER EXPENSES - Pay for supplies throughout the year as needed (e.g., ice scrapers, keys, battery cables for vehicles).	\$1,000
206	LEGAL ADVERTISING - To pay for advertising expenses related to the SCDRTAP public hearing in two local newspapers.	\$250
305	AUTO & TRUCK REPAIRS - Payment to Gloucester County Fleet Management for parts and labor to service DTS vehicles. On occasion, private garage facilities are also used.	\$15,000
470	FUEL + OIL - Reimbursement to County Fleet Management for fuel and oil used by the DTS Program.	\$37,500
920	CONFERENCES - Attendance at the NJ Statewide Transportation Conference in Atlantic City. Registration costs for Coordinator, DTS staff member and two advisory committee members.	\$450
930	EDUCATION & TRAINING - Attendance by DTS staff (drivers & office staff) at w/shop and driver training activities.	\$700
970	TRAVEL - Reimbursement to office staff for mileage on personal vehicles when attending LCTAC meetings and other meetings in evening and/or on weekends.	\$700
993	INDIRECT COSTS - Salary-related charges to pay for services rendered by County of Gloucester, Purchasing, Payroll, Personnel Office, etc.	\$60,000
994	FRINGE BENEFITS - Salary-related charges for payment of various contributory taxes, pension, etc.	\$0
TOTAL		\$115,600

Form C-2
 Department Code 3302
 Submission Date 06/11/15

Department - Human Services (DTS) Revision Date

2016 SENIOR CITIZEN AND DISABLED RESIDENT TRANSPORTATION ASSISTANCE PROGRAM
GRANT APPLICATION - BUDGET PAGE

101	SALARIES & WAGES	\$369,597
201	OTHER EXPENSE	\$1,000
206	LEGAL ADVERTISING	\$250
299	OUTSIDE SERVICES	\$0
305	AUTO & TRUCK REPAIRS	\$15,000
470	FUEL & OIL	\$37,500
920	CONFERENCES	\$450
930	EDUCATION & TRAINING	\$700
970	TRAVEL	\$700
993	INDIRECT COSTS	\$60,000
994	FRINGE BENEFITS	\$0
	TOTAL	\$485,197

EXPLANATION OF AGENDA ITEMS – COMBINATION GRANT APPLICATION TO FTA FOR RECEIPT OF SFY'2015 RURAL AREA TRANSPORTATION GRANT (SECTION 5311) (7-1-15 TO 12-31-15) AND CY'2016 (1-1-16 TO 12-31-16) FOR A TOTAL AMOUNT OF \$288,246.00 AND FOR NJ TRANSIT FOR THE SENIOR CITIZEN AND DISABLED RESIDENT TRANSPORTATION ASSISTANCE PROGRAM GRANT FOR CY'2016 IN THE AMOUNT OF \$485,197.00, AS AMENDED

The Gloucester County Division of Transportation Services (DTS) is requesting execution of a combined grant application to receive SFY'2015 and CY'2016 FTA Small Urban and Rural Area Public Transportation (Section 5311) grant funding and CY-2016 Senior Citizen & Disabled Resident Transportation Assistance Program (SCDRTAP) grant funding from NJ Transit.

The Section 5311 portion of this grant provides transportation for transit-dependent rural residents that includes demand response transportation for their non-emergency medical appointments and a rural shopping bus to various shopping facilities. The SCDRTAP portion of this combined grant provides transportation for senior citizens and disabled residents.

Gloucester County's allocation for SCDRTAP funding for CY-2016 is \$485,197.00 and the FTA 5311 funding for SFY'2015 + CY'2016 is in the amount of \$288,246.00 (\$144,123.00 Federal funds, \$72,061.50 State funds and a Local In-Kind match of \$72,061.50).



STATE OF NEW JERSEY

**SENIOR CITIZENS & DISABLED RESIDENTS
TRANSPORTATION ASSISTANCE PROGRAM
JANUARY 1, 2016 – DECEMBER 31, 2016**

&

**FTA NON-URBANIZED AREA FORMULA PROGRAM
(SECTION 5311)
JULY 1, 2015 – DECEMBER 31, 2016**

County	Gloucester
Name of Transportation System	Division of Transportation Services (DTS)
Applicants Legal Name	County of Gloucester, Division of Transportation Services
Address	115 Budd Blvd. / P.O. Box 337
	West Deptford, NJ 08096
Name & Title of Person Completing the Application	Mark Seigel, Acting Coordinator
Phone Number	856-686-8362
Fax Number	856-686-8361
E-Mail Address	mseigel@co.gloucester.nj.us

NJ TRANSIT
Local Programs and Minibus Support
One Penn Plaza East, 4th flr.
Newark, New Jersey 07105-2246
Phone: (973) 491-7456

Table of Contents

TECHNICAL CAPACITY	4
PROPOSED SCHEDULE FOR CASINO REVENUE APPLICATION FOR YEAR 2016.....	5
SECTION I – COUNTY INFORMATION	6
Project Contacts/Personnel	6
Documents and Recordkeeping	8
Procedures for Grant Administration Reporting.....	9
SECTION II - DESCRIPTION OF SERVICE	10
Service Description	10
Service Operations	10
Americans with Disabilities Act (ADA) Service Requirements	11
Service Area Details and Feeder Service.....	12
Service Coordination	13
Route Deviation.....	14
2016 Short-Term Program Strategies	15
SECTION III – BUDGET.....	16
Program Budgets	16
Alternative Revenue Total Collected for Calendar Year 2014.....	16
Indirect Administrative Costs	17
Third Party Contracting.....	17
SECTION IV – PROJECT EQUIPMENT.....	19
Vehicle Inventory.....	19
Non-Vehicle Inventory	20
Capital Disposal 2014	20
SECTION V - PUBLIC OUTREACH.....	21
Public Outreach Activities	21
Marketing Materials.....	21
Public Hearing and Notification (only required for SCDRTAP funding)	21
SECTION VI - ADDENDUMS	23
SCDRTAP Maintenance of Effort (MOE) Certification	23
Sample of Required SCDRTAP Application Cover Letter.....	24
SCDRTAP Applicant Authorizing and Supporting Resolution.....	25
SECTION VII – 5311 ADDITIONAL ITEMS.....	26
Opinion of Counsel Letter.....	26
ADA Certification of Equivalent Service	27
DISCLOSURE OF LOBBYING ACTIVITIES (LLL Form)	28
LOBBYING CERTIFICATION.....	30
Civil Rights.....	31
Equal Employment Opportunity (EEO).....	31

ADA.....	32
Title VI	32
Rolling Stock.....	33
Capital Public Notice Requirement.....	34
Financial Management Systems.....	35
Suspension and Debarment.....	36
Local In-Kind Match and Match Source	36
Special Section 5333(b).....	38
Listing of Operators and Union Representatives.....	42
Sample of Required S5311 and Innovative Grant Application Cover Letter	43
5311 Applicant Authorizing and Supporting Resolution.....	44
Addendum A – A List of Private Bus Operators Serving New Jersey	45
Addendum B – Designated Leads for Human Services Transportation Coordination Plan.....	47
SECTION VIII FTA SECTION 5311 INNOVATION GRANT	48
Factors Supporting Proposed Section 5311 Innovation Grant Route Proposal.....	49
Project Description.....	50
Route Description.....	50
Span of Service.....	50
Projected Operating Budget.....	51
SECTION IX- COMPLETE APPLICATION CHECKLIST OF DOCUMENTS	52

TECHNICAL CAPACITY

All applicants must demonstrate the technical capacity to carry out the services proposed. At a minimum the applicant must be able to:

- Demonstrate the financial ability to perform and deliver the service applying for and awarded.
- Demonstrate the adequate level of staffing and grant experience and knowledge to comply with all FTA grant requirements.
- Demonstrate the adequate level of staffing and operational experience needed in delivering the service as per grant award.
- Demonstrate the adequate level of staffing and maintenance experience for performing required maintenance on vehicles used or purchased for this service.
- Demonstrate the adequate level of vehicles including back-up vehicles to perform the service under this program.
- Demonstrate a driver training program to ensure safe and reliable service to all passengers.
- Demonstrate that the service provided is not duplicating other services funded under FTA or other funding sources. All FTA subrecipients must be part of the local Human Service Coordination Transportation plan.
- Demonstrate there are written procedures and policies for operations, grant administration and FTA reporting requirements.

When filling in this application ensure that you are clearly documenting the technical capacity required to deliver this State and/or Federally funded project.

If applicant is providing route deviation service with published timetable/schedule – include copies of timetables –

- Systems must provide information to the public on how to request a deviation
- All deviation service must be open to the general public and noted on timetable
- Phone number on timetable must be listed for requesting trip deviation in advance

PROPOSED SCHEDULE FOR CASINO REVENUE APPLICATION FOR YEAR 2016

The schedule below is for guidance purposes only. The suggested timetable below is to assist you in planning the completion of your SCDRTAP application on time. It is understood that dates and local procedures may vary.

Date:

SCDRTAP Application Only Activity:

No later than May 22, 2015

By this date you should have:

- Published your public hearing notice in two different newspapers, notice must be published at least 30 calendar days prior to hearing date.
- Sent copy of public hearing notice to all municipal clerks in county
- Sent copy of public hearing to interested agencies including but not limited to senior centers, nutrition sites, adult workshops, senior and disabled non-profit agencies.
- Posted large print on-board public hearing notices in your vehicles.

June 22, 2015

By this date you should have;

- Held your public hearing
- Read into the public hearing record summary of 2015 grant activities and proposed 2016 SCDRTAP budget
- At public hearing provided copies of summary of 2015 grant activities and copies of proposed 2016 budget. (should be available in alternative format upon request)
- Met with your local CAC to review proposed 2016 application and get feedback.

14 days After Public Hearing

A copy of the completed application should be placed in the main branch of the county library and on the County Website for public review at least 14 days after the public hearing date. The County should make every effort to have a full application in the library and the website. If the entire application is not available 14 days after the hearing, the county should place a copy of the proposed description of service and proposed line item budget in the library and website for public review.

June 30, 2015

Application due to NJ TRANSIT. If full transcript of the public hearing, notarized public hearing notices and/or original Freeholder Resolution is not available by this date please note it on your cover letter and submit as soon as available.

SECTION I – COUNTY INFORMATION

Project Contacts/Personnel

1. Complete the below Table with the key contact people.

Table 1

Name	Title	Address	Phone #	E-mail
Robert M. Damminger	Freeholder Director	2 S. Broad Street, Woodbury, NJ 08096	(856) 853-3395	rdamminger@co.gloucester.nj.us
Peter Mercanti	Procurement Contact	2 S. Broad Street Woodbury, NJ 08096	(856) 853-3414	pmercanti@co.gloucester.nj.us
Gary Schwarz	Audit Contact	2 S. Broad Street, Woodbury, NJ 08096	(856) 853-3353	gschwarz@co.gloucester.nj.us
Milton Hinton	EEO Contact*	2 S. Broad Street, Woodbury, NJ 08096	(856) 853-6903	mhinton@co.gloucester.nj.us
Leona Mather	ADA Representative*	115 Budd Blvd., West Deptford, NJ 08096	(856) 384-6889	lmather@co.gloucester.nj.us
Milton Hinton	Title VI Representative*	2 S. Broad Street, Woodbury, NJ 08096	(856) 853-6903	mhinton@co.gloucester.nj.us
Dean Sizemore	Safety Officer*	2 S. Broad Street, Woodbury, NJ 08096	(856) 384-3990	dsizemore@co.gloucester.nj.us

*Required for Section 5311, recommended for SCDRTAP

2. Provide the name, title, phone number, e-mail address and estimated percentage of their salary that will be charged to the grants. For example: Administrator, Operations Manager, Safety Officer. Do not list each individual Operator, Dispatcher, or Reservationist - list the number of these positions and percentage charged per grant.

Table 2

Staff Member		Phone #	E-mail	SCDRTAP		5311	
Name	Title			Admin %	Operating %	Admin %	Operating %
Mark Seigel	Acting Coordinator	(856) 686-8362	mseigel@co.gloucester.nj.us	26	-	0	0
Karen Allen	Supervising Omnibus Operator	(856) 686-8359	kdavis@co.gloucester.nj.us	-	21	0	0
Safety Officer	Risk Manager, Human Resources	(856) 384-3990	dsizemore@co.gloucester.nj.us	N/A	N/A	N/A	N/A
Omnibus Operators f/t, p/t and subs	26 Drivers	-	-	-	27	-	20
Reservationists	3 Permanent with 5 drivers working out of title on p/t basis (one per day, when needed)	(856) 686-8350	-	-	30	0	0
Administration	Accountant and Principal Data Entry Operator	(856) 686-8360 (856) 686-8355	-	32	-	0	0
DTS Support Principal Clerk Typist	Supports Operations and Schedules when necessary	(856) 686-8357	-	-	29	0	0

3. By grant, for positions that will only be partially charged to either grant, describe how the estimated percentage of the salary to be charged to the grant was derived. Describe what mechanism(s) are used to verify the actual time that an individual spends on grant related activities.

With the June 2015 installation of Ecolane automated, computerized routing and scheduling system, each grant code will be entered allowing us to track more accurately. Previously, estimated time charged to each grant was based upon driver discretion of daily funding codes for residents receiving rides. Time sheets will still be filed manually but should be more accurate using the new automated system.

4. Attach an official organizational chart for those involved in your transportation program. If you contract out your service to a third party vendor, include an organization chart for the vendor's operations.
Attach as NJT Attachment A and B

- *Holcomb Bus Service, Inc., 11 Karr Drive, Bellmawr, NJ 08031 – Holcomb Bus Service provides transportation on behalf of Gloucester County to our two vocational sites - Abilities Solutions, (aka Abilities Center), and St. John of God School.*
- *Collins Transportation, LLC, 2249 42nd Street, Pennsauken, NJ 08110 for medical-related transportation services.*

5. List SCDRTAP Citizens Advisory Committee 2016 meeting dates, locations and times.

February 11, 2016 – Reorganization; March 10, 2016; April 14, 2016, May 2016 or June 2016 Public Hearing – to be announced; September 8, 2016, October 13, 2016; November 10, 2016 and December 8, 2016. See attached 2016 Tentative Meeting Schedule.

6. Provide us with the names of SCDRTAP Citizen Advisory Committee Members. Indicate if the members are senior citizens, people with disabilities or consumer advocates. Indicate Chairperson, and if applicable, Vice-Chairperson of Committee.

See next pages for membership & meeting dates.



**GLOUCESTER COUNTY LOCAL CITIZEN'S
TRANSPORTATION ADVISORY COMMITTEE
2016 TENTATIVE MEETING SCHEDULE**

BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

FREEHOLDER LIAISON
Jim Jefferson

FEBRUARY 11, 2016

REORGANIZATION

MARCH 10, 2016

APRIL 14, 2016

***MAY or JUNE PUBLIC HEARING – TO BE ANNOUNCED**



DEPARTMENT OF HUMAN
SERVICES

DIVISION OF
TRANSPORTATION
SERVICES

DIRECTOR
Lisa Cerny

ACTING COORDINATOR
Mark Seigel

115 Budd Blvd.
West Deptford, NJ 08096

Phone 856.686.8355
Fax 856.686.8361

www.gloucestercounty.nj.gov

New Jersey Relay Service – 711
Or Toll Free @ 1.800.852.7897

SEPTEMBER 08, 2016

OCTOBER 13, 2016

NOVEMBER 10, 2016

DECEMBER 08, 2016

All meetings are being held at 115 Budd Boulevard, West Deptford, NJ @ 6:00pm in the main conference room. The Public Hearing will be held in May or June at Gloucester County College.

***To be advertised by Transportation Staff – Public Hearing at Gloucester County College, 2:30pm – 5:00pm**

**GLOUCESTER COUNTY (TENTATIVE)
LOCAL CITIZEN'S TRANSPORTATION ADVISORY COMMITTEE (LCTAC)
2015 MEMBERSHIP**

There shall be a minimum of seven voting members of the committee composed of a majority of senior citizens and/or handicapped persons. There shall also be two (2) alternate member positions on the LCTAC. Alternate members are permitted to vote only when a quorum of voting members is not present. There shall be no less than one (1) representative from each respective consumer group. Consumer group representation refers to (1) persons 60 years of older, and (2) persons with disabilities.

Members

Mr. Dennis Ledger *(disabled consumer)*
305 Rutgers Avenue **(Chairman)**
Oak Valley, NJ 08090
856-468-4401

Ms. Annette DiBartolomeo
N80 Pristine Place *(60+ consumer)*
Sewell, NJ 08080
(856) 218-0496

Mr. Dennis Cook, Director
Office of Special Needs *(Disability Specialist)*
Gloucester County College
1400 Tanyard Road
Sewell, NJ 08080
856-415-2281

Mr. Robert Dazlich (consumer) *(disabled consumer)*
Hodson Manor Apt./20 S. Main Street
Glassboro, NJ 08028
856-863-0120

Mr. Ron Bowers *(60+ disabled consumer)*
174 Robin Drive
West Deptford, NJ 08096 **(Vice-Chairman)**
856-224-1804

Ms. Anna Marie Gonella Rosato *(retired transportation professional)*
41 Hartford Road
Sewell, NJ 08080
Cell #856-371-7332

Mr. Salvatore Barbuto
29 Hollybrook Drive
Sewell, NJ 08080
856-415-0532
Cell #856-430-9885

Alternate Members

Ms. Inez Nelson
Education & Disability Services
115 Budd Blvd.
West Deptford, NJ 08096
856-384-6861

Ms. Theresa Ziegler
1200 N. Delsea Drive
Clayton, NJ 08312
856-307-6654

Procedures for Grant Administration Reporting

1. Describe the methodology that is used to determine how trips are charged to each funding source or grant.

Gloucester County assigns code numbers to each client pertaining to their ability to qualify for transportation services. Code #1 for Disabled Clients, Code #3 for Senior Clients and Code #18 for Rural Clients are placed in the computer next to their name in the client information. DTS is obtaining new routing and scheduling GPS software through Ecolane-North America HQ, 1150 First Avenue/Suite 910, King of Prussia, Pa. 19406. All vehicles will have access to tablets with Global Mapping beginning on 6/1/15. Staff has been working with transfer of present clients, registering new clients through new application. See next page for sample of application.

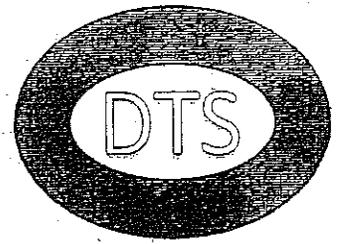
2. Complete Table 4 and attach all of the policies and procedures that apply as NJT Attachment C. **If Copies of PROCEDURES/POLICIES were submitted with your 2015 Application please only attach copies of new or updated policies.**

Table 4

PROCEDURES/POLICIES	Date Revised
Driver Manual/Operations Manual	7/2012
Reservation/In-take Policy (RSD procedures/policies)	5/2014
No Show/Denial Policy	6/2011
Fares/Donation Policy	6/2011
Vehicle Maintenance Policy	3/2012
Vehicle Accident Policy – <i>Notice of accident updated 7/11/12</i>	11/2006
3 rd Party Monitoring Policy	11/2011
Route Deviation Policy – <i>Rural Shopping Bus Deviated Schedules will be discussed at the 6/10/15 Public Hearing and are attached.</i>	5/2014
Complaint Policy – <i>Included in Passenger Procedures + Grievance Procedure/Fair Hearing in General Statement sent to new clients.</i>	11/2012
Indirect Cost Allocation Plan	2012
ADA Procedures/Policy* (Should Include Reasonable Modification Policy)	7/2012
Title VI Program* - <i>New Title VI Program being worked on by Acting Coordinator Mark Seigel</i>	11/2012
Other:	
Other:	
Other:	
Other:	

*Required for Section 5311, recommended for SCDRTAP

Gloucester County Division of Transportation Services



REFERRAL/APPLICATION

DATE: _____

Full Name: _____
Last *First*

Address: _____
Street Address

_____ *City* *State* *Zip Code*

Mailing Address if different from Above: _____

Home Phone: _____ Mobile Phone: _____

Emergency Contact: _____ Emergency Contact Phone: _____

Date of Birth: _____ Last 4 of Social/Veteran ID: _____ Veteran Yes No

Gender Female Male Insurance Medicare Medicaid Other

Racial or Ethnic Group American Indian/Alaskan Asian/Pacific Islander Black/African American Hispanic/Latino White/Caucasian Other _____

Mobility Aids Manual Wheelchair Electric Wheelchair Motorized Scooter Crutches Cane Walker

Disability Mobility Disability Vision Disability Hearing Disability Cognitive Disability Mental Disability

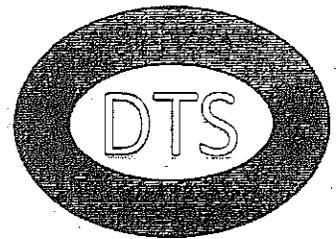
Oxygen Tank Service Animal None Other _____

Please check off your household income level and number of people in your household.

<u>Income</u>	<u>Household</u>
<input type="checkbox"/> Under \$11,670	
<input type="checkbox"/> \$11,670 to \$15,730	<input type="checkbox"/> 1
<input type="checkbox"/> \$15,730 to \$19,790	<input type="checkbox"/> 2
<input type="checkbox"/> \$19,790 to \$23,850	<input type="checkbox"/> 3
<input type="checkbox"/> \$23,850 to \$27,910	<input type="checkbox"/> 4
<input type="checkbox"/> \$27,910 to \$31,970	<input type="checkbox"/> 5
<input type="checkbox"/> \$31,970 to \$36,030	<input type="checkbox"/> 6
<input type="checkbox"/> \$36,030 to \$40,090	<input type="checkbox"/> 7
<input type="checkbox"/> Above \$40,090	<input type="checkbox"/> 8

➡ PLEASE COMPLETE BACK SIDE ➡

Gloucester County Division of Transportation Services



REFERRAL/APPLICATION

Referring Agency/Person: _____

How did you hear about us? _____

Do you currently use NJ Access Link Services? Yes No

If you answered No to previous question, have you ever applied for NJ Access Link? Yes No

Have you ever been denied NJ Access Link? Yes No

If Yes, Please list reason why you were denied? _____

Are you willing and able to utilize public transportation? Yes No

Have you ever used public transportation? Yes No

If you answered no, please indicate why: _____

FILL OUT FOR ONGOING TRANSPORTATION REQUEST:

Type of Service Requesting (i.e. work, education, medical):

Please fill in days, times, and location transport will be needed if requesting on-going transport

Facility Destination (Name, and City Located): _____

Days Requesting: _____

Drop off time at Facility Destination: _____

Pick-up time from Facility: _____

Mail Application To:
Gloucester County Department of Transportation
115 Budd Blvd., Woodbury, NJ 08096
Or Fax 856-686-8361

- b. What is the minimum and maximum amount of time needed to reserve a trip?

Gloucester County residents are able to schedule their appointments with a minimum of three working days' notice and up to 30 working days' notice.

- c. Will you accept a same-day reservation?

Based upon the nature of the request and the availability of drivers, service can occasionally be offered without the minimum notice.

- d. Do you maintain a customer profile? If yes, what information is contained in this profile?

Passenger Profiles are maintained within computer software and include Name, Address, Phone Number, Funding Code(s) and Veteran Status (if applicable). Transit Notes are available to identify various needs of residents. Gloucester County will be instituting new automated computerized scheduling and routing system through Ecolane.

- e. How is customer eligibility verified for SCDRTAP?

Gloucester County requests birth dates when senior residents call to schedule their transportation. A physician note is requested from those residents who require outside transportation due to a disability, either temporary or permanent.

- f. How is a trip identified as Section 5311 eligible?

Residents living in rural municipalities and contiguous municipalities in the southwestern portion of Gloucester County are served by Section 5311 funding. Residents are eligible for Section 5311 transportation if either their home or destination location is considered rural.

Municipalities of Logan Township, Harrison Township, Swedesboro, Greenwich Township, East Greenwich Township, Paulsboro and Mantua Township are pick up locations for the rural shopping bus. DTS has developed new shopping bus schedules for pick-up, hoped to be implemented after review & discussion at the 6-10-15 Public Hearing. In the rural areas served, pick-up for residents can be scheduled at one of the designated stops or, by request, to their rural home location listed on daily schedules; i.e., Mullica Hill, Swedesboro, Beckett Village Center area), Gibbstown, Paulsboro, Mickelton, Clarksboro (Kings Hwy. area), Mt. Royal (Kings Hwy. area),

The Division of Transportation Services also provides a rural shopping bus scheduled for demand response, the second Friday of each month, from the Glassboro area by request (western portion of Gloucester County) to the Deptford Mall. Residents can schedule their desired pick-up location according to 2nd Friday schedule. Schedules are available upon request, have been placed on vehicles for client information and sent to the affected municipalities.

- g. Name the computer routing and scheduling software product currently used for operations.

Warner Software was being used up until June 1, 2015. All staff has been preparing for automated routing and scheduling software through Ecolane in King of Prussia, Pa.

h. How is the above computer routing and scheduling product used? Please check all that apply.

- Customer database
- Computer assisted routing and scheduling
- Generate ridership reports

i. Describe any other computer technology used for operations. Example: mobile data terminal, global positions systems, AVL, Tablets, IVR, Cameras, Etc.

Mobile Data Terminal, GPS and AVL will be available beginning 6/1/2015 as part of the acquisition of new automated scheduling and routing software system. Cameras for DTS vehicles have been requested through the 2014 Section 5310 grant application.

Americans with Disabilities Act (ADA) Service Requirements

1. Does your program have a way for customers with visual impairments waiting at a stop to know what bus has arrived? Vehicle Identification Mechanisms are required on routes where multiple vehicles serve the same stop, but suggest done at all times as a common passenger courtesy.

- Yes No N/A

2. Does your program permit individuals with disabilities to travel with their service animals?

- Yes No

3. Lift and Securements

1. Do you have securements for mobility devices on your vehicles?

- Yes No

2. Do you service passengers whose mobility devices cannot be secured to your satisfaction on your vehicles?

- Yes, No

As required by ADA; drivers will secure mobility device as safe as possible.

3. If yes, do allow a passenger to remain in their mobility device without requiring them to transfer to another seat?

- Yes, No

If client can transfer that is preferred; if client does not wish to transfer, the driver will try to secure the mobility device as safe as possible.

4. Does your staff provide assistance with the use of lifts, ramps and securement systems?

- Yes No

5. Do you permit individuals with disabilities who do not use a mobility device the use of a lift or ramp, including standees?

- Yes, No

As required by ADA.

6. Do you allow wheelchair passengers to refuse a lap belt if all other customers are not required to use one?

- Yes No

4. Do you provide service to persons using respirators or portable oxygen?
 Yes No
5. Do you ensure adequate time for individuals with disabilities to board or disembark a vehicle?
 Yes No
6. Do you provide training to operators of deviated fixed routes and demand responsive service including training for the safe operating of the vehicles and accessibility equipment and the proper treatment of people with disabilities? Drivers and support staff should have regular sensitivity training in addition to other required driver training.
 Yes No
7. Do you make reasonable accommodations in policies, practices, or procedures when such accommodations are necessary to avoid discrimination on the basis of disability?
 Yes No
8. Do you make information about how to contact the agency to make requests for reasonable modifications readily available to the public through the same means it uses to inform the public about its policies and practices?
 Yes No

Service Area Details and Feeder Service

Complete the following by Grant:

- List area you propose to serve in this application by grant.

SCDRTAP:

- *The Division of Transportation provides service to residents for all medical appointments within Gloucester County.*
- *Limited transportation through shuttle bus type service is provided for out-of-county appointments, Monday through Thursday, for an approximate appointment time of 11:00 a.m. with return at 1:00 p.m.. See Out-of-County Fact Sheet, next page.*
- *Philadelphia transportation to the main hospitals is also provided Monday through Thursday for morning appointments. This shuttle-type service into Philadelphia is coordinated with Camden County (Camden County provides this service on Tuesday and Wednesday; Gloucester County provides the service on Monday and Thursday). See page following Out-of-County Fact sheet for Philadelphia shuttle schedule*

Section 5311: (Include the specific municipalities served).

Presently Gloucester County Division of Transportation offers fare-free modified fixed route bus service, occasionally deviated by rural resident request, for the purpose of accessing shopping facilities; Change to schedules for on-demand service will be discussed at 2015 Public Hearing. The municipalities serviced are Logan Township, Harrison Township, Swedesboro, Greenwich Township, East Greenwich Township, Paulsboro and Mantua Township. Miscellaneous demand response medical appointments are also scheduled under the Section 5311 Program.

FACT SHEET

OUT OF COUNTY TRANSPORTATION DTS POLICIES & PROCEDURES – EFFECTIVE 07/18/13

ELIGIBLE SERVICE AREAS

- All of Gloucester County, portions of Camden County (areas NOT served in Camden County include: Waterford, Pine Valley, Pine Hill, Chesilhurst, Berlin). The only area served in Winslow Township is Sicklerville.*
- Philadelphia – Hospitals served on a set shuttle bus service. Hospitals in the Center City area and Southwest Philadelphia are on set schedule.
- Salem County – Elmer Hospital area (WEDNESDAY ONLY)
- Service is no longer provided to areas in Burlington County, i.e., Marlton, Medford.

DAYS OF SERVICE

- SERVICE TO OUT-OF-COUNTY FACILITIES PROVIDED MONDAY THROUGH THURSDAY, NO FRIDAY SERVICE.* No Dialysis, Radiation, Chemotherapy or other life sustaining procedure is scheduled out-of-county.

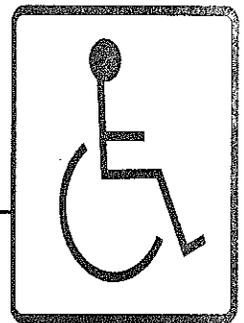
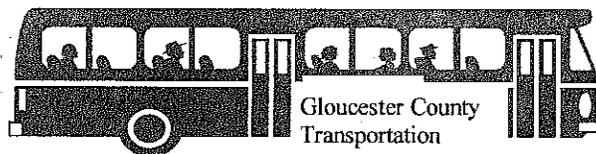
ELIGIBILITY REQUIREMENTS

- All eligible out-of-County transportation requests are subject to receipt of proper documentation stating that similar service is not offered within Gloucester County.
- Transportation to out-of-County facilities is approved only when one or more of the following conditions apply:
 - Specialized service that is not available within Gloucester County
 - No physical therapy is provided out-of-county

FURTHER LIMITATIONS ON OUT-OF-COUNTY TRAVEL

- One round trip, per person per week.
- Philadelphia – two shuttle trips per person, per week.
- Out-of-County appointments are to be made for 11:00am unless physician note states that the doctor is not available at that time, or the medical procedure required cannot be performed within the 11:00am -1:00pm time frame.

PHILADELPHIA
HOSPITAL
SHUTTLE



***Shuttle operates Monday through Thursday**

Drop-off Time	Location	Return Time
8:45am	Sen Han Office Bldg, Audubon	1:15pm
9:15am	Hahnemann Hospital	12:15pm
9:25am	Pennsylvania Hosp/Rothman Inst.	12:25pm
9:30am	Wills Eye Hospital	12:30pm
9:35am	Jefferson Hospital	12:35pm
9:55am	Children's Hospital/HUP	12:45pm
10:00am	VA Hospital	1:00pm

Your scheduler will give you an approximate pick-up time from your residence and return time to your residence

**The Monday and Thursday shuttle operator is Gloucester County (856) 686-8350*

**The Tuesday and Wednesday operator is Camden County (856) 456-3344*

Transport Tips: As this service operates on a route basis, it is important for you to plan ahead. Bring a book, a snack or your lunch. All stops are at medical centers with waiting areas, comfortable seating and rest rooms. Some offer snack shops. Passengers are scheduled for 3 hours at each hospital location.

Passengers unable to meet their return shuttle: If you are detained at your doctor's office and will not be able to make the departure time for your stop, you must call your county provider at the number listed above. You may be responsible for your own return depending on availability.

Service Sponsored by the Gloucester County Board of Chosen Freeholders

Robert M. Damminger
Freeholder Director

Jim Jefferson
Freeholder Liaison

The County of Gloucester complies with all state and federal rules and regulations and does not discriminate on the basis of race, religion, color, national or ethnic origin, sexual orientation, age, marital status or disability in admission to, access to, or operations of its programs, services, or activities. In addition, Gloucester County encourages the participation of people with disabilities in its programs and activities and offers special services to all County residents 60 years of age and older.

Inquiries regarding compliance may be directed to the Office of Education and Disability Services at 856-681-6128/New Jersey Relay Service 711/Toll Free @ 1-800-852-7897 or the EEO office at 856-384-6903

2. Provide a list of relevant common sites and key trip generators, including central business districts, major employment centers, shopping centers, hospitals, social service centers and college/universities, apartment complexes, senior complexes. Indicate those that are in your 5311 service area (5311 recipients are required to submit a map of your 5311 service area).

*Gloucester County is a suburban/rural county that lacks a major urban area. **Detailed Info:***

- **Central Business Districts:** *The City of Woodbury, the county seat, serves as a municipality in the northern part of the county with a Central Business District and significant public transportation options. The Borough of Glassboro also has a small Central Business District in the southern part of the County with two (2) NJ Transit bus lines. Although there is no major urban center, many retail locations have begun operating within Gloucester County. Industrial Parks for employment opportunities are located near Route 295 in the southwestern portion of the County (Pureland Industrial Park and Commodore Park). Transportation to the Pureland Industrial Park is provided by South Jersey Transit Authority (SJTA) with two shuttle bus routes for Camden and Gloucester County residents; an existing North to South shuttle route and a new East to West shuttle route with major employment destinations along the way.*
- **Shopping Centers/Restaurants:** *Gloucester County shopping/restaurant destinations include the Deptford area with the Deptford Mall and various restaurant/retail locations. A two (2) mile stretch along the Black Horse Pike in Washington Township also include various businesses with many restaurant/retail locations. Small town shopping is prevalent in the City of Woodbury and Borough of Pitman.*
- **Major Employment Centers/Hospitals:** *>There are many businesses within the City of Woodbury, along with a majority of county government employees located within its' borders. >Gloucester County has two hospitals; Inspira Hospital in Woodbury and Kennedy Memorial Hospital in Turnersville, both with a significant number of employees. >Woodbury, Turnersville, Deptford also possess the majority of medical facilities with five (5) dialysis units in Gloucester County; Woodbury, Turnersville, Deptford, Mantua and Swedesboro. >In April 2015, Deptford Township had a groundbreaking ceremony for the Nemours DuPont Pediatric specialty hospital with work to begin immediately and a projected completion date of Spring 2016. The facility will encompass 65,000 square-feet and be a portal to practically all of the sources Nemours has to offer. This specialty hospital services many out-of-State children at their current location in the State of Delaware and will offer many employment opportunities within Gloucester County.*
- **College/Universities:** *Gloucester County has two colleges, Rowan University in Glassboro and Rowan College @ Gloucester County College is located in Sewell, Deptford Township and is served by the Route #463 bus that operates between Woodbury and the Township of Monroe in the southern portion of the County.*
- **Social service centers:** *reside in the City of Woodbury and in the Washington Township/Turnersville/Sewell area.*
- **Senior Complexes:** *Bridlewood Senior Housing in Deptford, NJ; Brookhollow in Mickleton, NJ; Carino Park Apartments in Williamstown, NJ; Clayton Mews in Clayton, NJ; Colonial Park Apts. In Woodbury, NJ; Country Walk Development in East Greenwich, NJ; Deptford Park Apts. In Deptford, NJ; Nancy Elkis Apartment Complex in Deptford, NJ; Four Season at Weatherby in Logan Twp., NJ; Harmony House in Gibbstown, NJ; Heritage Woods Senior Housing in Deptford, NJ; Holiday City @ Monroe in Williamstown, NJ; Lakebridge Senior Development in Deptford, NJ; Parke Place Senior Housing and Condos in Washington Twp., NJ; the Reserve @ Riverwinds in West Deptford, NJ; Sheppards Farm, West Deptford, NJ; the Village @ Riverwinds in West Deptford, NJ and Woodbury Mews in Woodbury, NJ.*

3. Indicate if the proposed service feeds other services? (check all that apply):

Private bus service	<input type="checkbox"/> SCDRTAP	<input type="checkbox"/> 5311
List bus routes _____		
Municipal bus service	<input type="checkbox"/> SCDRTAP	<input type="checkbox"/> 5311
List municipalities _____		
County bus service	<input type="checkbox"/> SCDRTAP	<input type="checkbox"/> 5311
List bus routes _____		
County paratransit	<input checked="" type="checkbox"/> SCDRTAP	<input type="checkbox"/> 5311
List counties <u>Camden County</u> _____		
NJ TRANSIT train service	<input type="checkbox"/> SCDRTAP	<input type="checkbox"/> 5311
List train line & stations _____		
NJ TRANSIT local fixed route bus	<input type="checkbox"/> SCDRTAP	<input type="checkbox"/> 5311
List route numbers _____		
NJ TRANSIT Light Rail	<input type="checkbox"/> SCDRTAP	<input type="checkbox"/> 5311
List train line & stations _____		
ACCESS LINK paratransit	<input type="checkbox"/> SCDRTAP	<input type="checkbox"/> 5311

Service Coordination

All service providers must have in place a Coordinated Human Service Transportation Plan (CHSTP) that has been locally developed. The CHSTP may include the intercity bus needs of seniors, people with disabilities, and low income populations. The FTA encourages the inclusion of intercity transportation in the CHSTP.

Provide the following:

1. Date last updated CHSTP: Deptford, 2013
2. Attach all addendums and/or updates to your CHSTP since 2014.
Attach as NJT Attachment D *As a part of the UWR process, a new Pureland East-West shuttle was implemented on June 1, 2015 under a Pascale Sykes project. See Attachment D.*
3. Please list CHSTP stakeholder 2016 meetings dates, locations and times.
To Be Determined.

4. List all formal and informal coordination efforts with other agencies, organizations, municipalities and/or counties where no money is involved in Table 5. The description of the service provided should include trip purposes, customer characteristics, days and span of hours. Submit copies of all written agreements as NJT Attachment E.

Table 5

Name of Agency	Description of Service Provided
Camden County Sen Han	Shuttle-type service into Philadelphia for Camden County and Gloucester County residents.

5. List all contracts in which you receive funds from an agency to provide service. Complete Table 6. The description of the service provided should include trip purposes, customer characteristics, days and span of hours. Submit copies of all written agreements as NJT Attachment F.

Table 6

Name of Agency	Contract Term	Unit Cost	Annual Revenue	Description of Service Provided
State of NJ/Dept. of Human Services	1-1-15 to 12-31-15		\$60,733	Transportation Services
Inter-Agency Gloucester County Division of Senior Services: Blind & Visually Impaired	1-1-15 to 12-31-15	\$17.50	\$11,600	Transportation for Blind & Visually Impaired
Inter-Agency Gloucester County Division of Senior Services: Non-Emergency Medical Transportation	1-1-15 to 12-31-15	\$17.50	\$40,940	Non-emergency medical Transportation
Inter-Agency Gloucester County Division of Senior Services: Escorted Transportation	1-1-15 to 12-31-15	\$17.37	\$27,677	Escorted Transportation

Route Deviation

1. If you operate routes that deviate, explain how the trips are documented and complete Table 7.

Fixed route deviation service is available on the DTS rural shopping route only. Different communities in the County are served on different days of the week. Currently there are 6 different established routes. Reservations are now accepted in addition to the scheduled fixed rural route. Route Deviation Policy - In addition to boarding the vehicle at one of the established fixed stops on the established routes, riders can schedule route deviation from the fixed route and be picked up at locations other than the established stops. Route deviation is available for riders who live at locations up to 3/4 of a mile off the established route. Riders who are at distances greater than 3/4 of a mile off the established route cannot be served. Riders who wish to request route deviation service must call the Gloucester County transportation at 856-686-8350 to request this service the day before they plan to ride the bus or no later than 8:00am the day they wish to ride.

Table 7

Route by Name	Is This Route Funded by SCDRTAP?	Is This Route Funded by 5311?	Annual One-Way Trips	Annual Total # of Times Vehicle Deviates from Route
Monday rural route	N/A	Yes		
1 st & 4 th Tuesday rural route	N/A	Yes		
2 nd Tuesday rural route	N/A	Yes		
3 rd & 5 th Tuesday rural route	N/A	Yes		
Wednesday rural route	N/A	Yes		
2 nd Friday rural route	N/A	Yes		
			Total for all routes	Total for all routes
			4354	2034

2. Is it your policy to announce stops at transfer points, major intersections and destination points, at adequate intervals along a route and an individual stop upon request? This requirement must be noted in driver manual.
 Yes No N/A
3. Do your vehicles have signage showing route and destination?
 Yes No N/A
4. Do you permit a customer who uses a lift to disembark from vehicles at any designated stop, unless the lift cannot be deployed, the lift will be damaged if it is deployed, or temporary conditions preclude the safe use of the stop by all customers?
 Yes No
5. Do allow deviation for general public?
 Yes No

2016 Short-Term Program Strategies

List at least three of your current strategies to improve your system in grant year 2016.

1. *Office staff and drivers will learn and implement the new Ecolane automated computerized scheduling and routing system. Riders should notice very little external change and basic passenger procedures remain the same. Hopefully, this new system will allow Gloucester County DTS to help with more rides overall and improved on-time performance every day.*

2. *The Pascale Sykes East to West Community shuttle has begun operation on June 1, 2015 with pertinent information located on the Gloucester County website; gloucestercountynj.gov / Human Services / Transportation / Pureland East-West Community Shuttle. This new route to the Pureland Industrial Park involved coordination between United Way, SJTA, Cross County Connection, People for People of Gloucester County and many other Gloucester County Departments (Human Services, Fleet Management and Planning). The bus route begins at the Avandale Park and Ride travels through Gloucester County with major employment destinations along the route.*

3. *The June 10, 2015 SCDRTAP Annual Public Hearing addressed potential change to the Monday, Tuesday and Wednesday Section 5311 rural routes focusing on a demand response service. The Friday rural route is currently performed as a demand response service; i.e., riders select the pick-up locations they would like to utilize. This would eliminate unnecessary stops at scheduled destinations with no riders.*

SECTION III – BUDGET

Program Budgets

Complete attached Excel spreadsheets for your grant year 2014 Expenditure and grant year 2016 projected budgets. You must submit these sheets in Excel format in addition to your application. See following pages.

Alternative Revenue Total Collected for Calendar Year 2014

1. Is a fare charged to use your 5311 service?
 Yes No

2. Is a fare charged to use your SCDRTAP service?
 Yes No

3. Is there a donation policy to use your 5311 service?
 Yes No

4. Is there a donation policy to use your SCDRTAP service?
 Yes No

5. Are funds from donations and fares placed in an account for transportation?
 Yes No
 If no, explain.

6. Explain how donations/fares are collected.
Donation envelopes are provided to riders. Riders are asked to send donations to our office in the mail using the donation envelopes. With the rising cost of postage, many clients choose to hand donation envelopes to DTS drivers who bring in to office.

7. Complete Table 8 with all dollar amounts earned through alternative revenue sources.

Table 8

Alternative Revenue	Revenue Collected in 2014	Revenue Projected for 2016
Fares / SCDRTAP	N/A	N/A
Fares / 5311	N/A	N/A
Donations / SCDRTAP	\$2,070	\$2,000
Donations / 5311	\$10	\$20
Advertising	N/A	N/A
Medicaid (Logisticare)	N/A	N/A
Revenue Contracts	N/A	N/A

Indirect Administrative Costs

1. By grant, do you charge indirect cost to either SCDRTAP or 5311?
If yes, attach your approved Indirect Cost Plan as NJT Attachment G.

SCDRTAP

Yes No

5311

Yes No

What federal agency has approved your indirect cost plan for 5311?

2. Has the applicant made a change in its accounting system and/or cost rate proposed methodology, thereby affecting the previously approved cost allocation plan/indirect cost rate and its basis of application?

Yes No

Third Party Contracting

1. Current Third Party Contracting

Please list all transit-related third party purchases and contracts that were funded (i.e., transportation services, computer routing/scheduling or services, dispatching, auditing, drug and alcohol testing, legal, and marketing, vehicles, maintenance) to a third party.

Table 9 – SCDRTAP 2015

Name of Agency	Contract Term	Unit Cost	Annual Cost	Description of Service Purchased
Courier Post	Paid with SCDRTAP grant		120.00	Legal Advertisement of SCDRTAP Public Hearing
Penn Jersey Advance Central for SJ Media	Paid under county budget		102.17	Legal Advertisement of Public Hearing for SCDRTAP/rural route change
Rolling Repairs	Paid under county budget	\$75.00 hr		Maintenance for wheelchair vehicles

No outside services are purchased with Section 5311 funding

Table 10 – 5311 July 2014- June 2015

Name of Agency	Contract Term	Unit Cost	Annual Cost	Description of Service Purchased

2. Proposed Third Party Contracting

Please list all transit-related third party proposed purchase and contracts that will be funded (i.e., transportation services, computer routing/scheduling or services, dispatching, auditing, drug and alcohol testing, legal, marketing, vehicles, maintenance) to a third party.

Table 11– SCDRTAP January 1, 2016- December 31, 2016

Name of Agency	Contract Term	Unit Cost	Annual Cost	Description of Service Purchased
Ecolane Routing & Scheduling	6/2015 forward		Paid under county budget	Routing & Scheduling software – County funded
Ambassador Drug & Alcohol	Testing done through Human Resources			County funded
Courier Post	Paid under SCDRTAP grant		120.00	Legal Advertisement of SCDRTAP Public Hearing
Penn Jersey Advance Central for SJ Media	Paid under county budget		102.17	Legal Advertisement of Public Hearing for SCDRTAP/rural route change

No outside services are paid with Section 5311 funding

Table 12 – Section 5311* July 1, 2015 -December 31, 2016

Name of Agency	Contract Term	Unit Cost	Annual Cost	Description of Service Purchased

*All procurements over \$1,000 require prior approval of NJ TRANSIT, this includes service and capital procurements. Section 5311 third party contracts must include applicable federal clauses. All vendors with multiyear contracts under FTA programs must sign the Lobbying Certifications, and NJT Vendor Ethics form yearly.

SECTION IV – PROJECT EQUIPMENT

Vehicle Inventory

See NJT Attachment H

Attach a current inventory list of all vehicles in fleet using excel spreadsheet that was provided. If possible, inventory should be sorted by oldest model year listed first. Attach as NJT Attachment H (Use provided Excel spreadsheet)

The inventory includes:

- A. License plate number
- B. VIN
- C. Mileage
- D. Year of Purchase
- E. Funding Source
- F. Vehicle Manufacturer – (engine manufacturer) - Ford, International, Chevy, etc.
- G. Vehicle Body – when a chassis or body is altered by another manufacturer (such as Blue Bird, Champion), the company completing the alteration is considered the body manufacturer.
- H. Vehicle Model – the manufacturer's model name and/or number.
- I. Vehicle Type
 - Bus 40 ft. – large transit bus
 - Bus 35 ft. – medium transit bus
 - Bus < 30 ft. – small transit bus, 18-24 passenger
 - Bus < 30 ft. – minibus (158" WB)
 - Bus < 30 ft. – extended minibus (176" WB)
 - Sedan/station wagons – Sedan/wagons
 - Accessible minivan
- J. Vehicle Cost
- K. Grant Year
- L. Location
- M. Use and condition
- N. In-service Date
- O. Projected Retirement Date – *All counties should have a vehicle replacement plan*
- P. Proposed Disposition Action (Auctioned; Active; Competitive Sale Process, Transferred, Returned to NJ TRANSIT)
- Q. Fuel – DF (Diesel); GA (Gas); AF (Alternative Fuel)
- R. Floor Plan – Please include # seats; # foldaway; foldaway type; # securements. (For example: If you have a vehicle that can seat 14 and has a floor plan that seats 12 ambulatory, has one double foldaway seat that seats an additional two and one securement position up you would provide information as follows:)
 - # of seats: 12
 - # of Foldaway: 1
 - Foldaway: (seats one or two) 2
 - # of securements: 1
- S. Accessible – LF (low floor); LE (lift-equipped); NA (not accessible)
- T. Other-fill in description

Non-Vehicle Inventory

FTA funded non-vehicle inventory, for those subrecipients who have used 5311 funds to purchase non-vehicle items. Attach as NJT Attachment I (Use provided Excel spreadsheet).

Inventory/Asset Name	Serial Number	Funding Source	Grant Year	Date of Purchase	Original Purchase Price	Maintenance Plan Required for Items over \$5,000.00*	Date Useful Life will be met
----------------------	---------------	----------------	------------	------------------	-------------------------	--	------------------------------

All items purchased with FTA funding must be tagged with grant year, funding source and date of purchase. **NOT APPLICABLE**

Capital Disposal 2014

1. Did the applicant dispose of any vehicles and/or equipment purchased with SCDRTAP funds in calendar year 2014?
 Yes No

If yes, were any vehicles and/or equipment removed from service before the end of useful life?
 Yes* No

*If yes, complete the Table 13 below

2. Did the applicant dispose of any vehicles and/or equipment purchased with Section 5311 funds between the period of July 1, 2013 through June 30, 2014?
 Yes No

If yes, were any vehicles and/or equipment removed from service before the end of useful life?
 Yes* No

*If yes, complete the Table 13 below

Table 13

Description of Disposed Equipment	Grant Used to Purchase Equipment		Was NJ TRANSIT notified?		Date of Notification	Amount Received if Auction or Sold	Was Supporting Documentation Submitted?		Appraised Value if Vehicle was removed prior to useful life	Name of Appraiser
	SCDRTAP	5311	Yes	No			Yes	No*		

Non-Vehicle Inventory

FTA funded non-vehicle inventory, for those subrecipients who have used 5311 funds to purchase non-vehicle items. Attach as NJT Attachment I (Use provided Excel spreadsheet).

Inventory/Asset Name	Serial Number	Funding Source	Grant Year	Date of Purchase	Original Purchase Price	Maintenance Plan Required for Items over \$5,000.00*	Date Useful Life will be met
----------------------	---------------	----------------	------------	------------------	-------------------------	--	------------------------------

All items purchased with FTA funding must be tagged with grant year, funding source and date of purchase.
 NOT APPLICABLE

Capital Disposal 2014

1. Did the applicant dispose of any vehicles and/or equipment purchased with SCDRTAP funds in calendar year 2014?

Yes No

If yes, were any vehicles and/or equipment removed from service before the end of useful life?

Yes* No

*If yes, complete the Table 13 below

2. Did the applicant dispose of any vehicles and/or equipment purchased with Section 5311 funds between the period of July 1, 2013 through June 30, 2014?

Yes No

If yes, were any vehicles and/or equipment removed from service before the end of useful life?

Yes* No

*If yes, complete the Table 13 below

Table 13

Description of Disposed Equipment	Grant Used to Purchase Equipment		Was NJ TRANSIT notified?		Date of Notification	Amount Received if Auction or Sold	Was Supporting Documentation Submitted?		Appraised Value if Vehicle was removed prior to useful life	Name of Appraiser
	SCDRTAP	5311	Yes	No			Yes	No*		

SECTION V - PUBLIC OUTREACH

Public Outreach Activities

1. Describe special events, presentations, conferences, articles, news coverage, reports or any other forms of media and if applicable, a copy of that coverage the County intends on participating in 2016. Include recent surveys and survey results.

Special events attended are listed below:

- *On March 17, 2015 keys to two new 22 passenger buses were presented to the Borough of Clayton and the Township of Deptford under the County's Capital Transit Investment Plan (CTIP). This program was instituted by the Gloucester County Board of Chosen Freeholders in 1992 to assist municipalities with their purchase of new buses.*
- *On April 21, 22 and 23, The Annual TransAction Conference was attended by Human Services Director Lisa Cerny, Acting Coordinator Mark Seigel and Supervising Omnibus Operator Karen Allen. Karen Allen also attended Supervisory Training and Workshops that were available at the conference.*
- *On May 6, 2015, participation in the Public Hearing for the Older Americans Act Title III Area Plan Contract for Gloucester County.*
- *On May 12, 2015 a representative for the Division of Transportation attended Gloucester County's Senior Health & Fitness Fair to inform residents, senior and disabled of services available to them.*
- *Attendance by Acting Coordinator/Supervising Omnibus Operator at regular COST Association meetings to stay current with statewide issues affecting local citizens and leaders in Gloucester County.*
- *The Annual Public Hearing was held on June 10, 2015 at Gloucester County College in Sewell, NJ. Time is provided for Question & Answer session and complaints and/or compliments.*

2. Provide a list of locations of where transportation marketing materials are distributed in the service area, how often are they distributed?

DTS produces new brochures on an annual basis. Brochures are sent to new clients, placed in senior citizen housing locations, doctor's offices and mailed to municipal officials. DTS relies heavily on printed material being made available to relevant agencies and interested groups throughout Gloucester County. An informational packet is sent to new customers and include a courtesy letter, transportation application, Annual County Holiday Schedule, General Statement about our service, Out-of-County Fact Sheet and telephone information for complaints or compliments.

3. In planning public transportation services, private sector providers must be given an opportunity to express their views. How does the subrecipient allow for input on services from private operators in the service area?

Gloucester County residents and local agencies may make formal comment each year at the Annual Public Hearing which is conducted at Rowan College at Gloucester County College. This annual hearing is advertised within two newspapers a month in advance, seat notices are placed on vehicles for current riders, public notice is also mailed to interested individuals and agencies.

Marketing Materials

1. Attach SCDRTAP and Section 5311 marketing materials. (i.e., system brochure, timetables, cable TV ads, advertising, mailings, newspaper articles and copies of website). Attach as NJT Attachment J
2. Do you make service information available in accessible format upon request?
 Yes No

Public Hearing and Notification (only required for SCDRTAP funding)

Attach all documents as NJT Attachments K1-K7

1. The notice should include the location, when and where the application will be available for public review. The notice must be advertised in two different newspapers at least 30 days prior to the public hearing dates. Submit notarized copies of both public notices with application as NJT Attachment K1.
2. The Public Hearing Notice must be sent to all Municipal Clerks. The Public Hearing Notice must also be sent to county organizations, agencies, and associations that serve senior citizens and people with disabilities. Submit a list of organizations that the letter was sent to as NJT Attachment K2.
3. A large print of the Public Hearing Notice must be posted on all system vehicles. Notice must be posted on all vehicles at least 30 days prior to the public hearing and left on the vehicles until the date of the hearing. Submit a sample of the vehicle notice as NJT Attachment K3.

Prior and After Public Hearing Date:

1. One copy of the 2016 entire application must be placed in the Main Branch of the County Library for public review (at least 14 days after the public hearing date). Include in the exhibit the name of the Branch, address and date copy was placed in Library as NJT Attachment K4.
2. An electronic copy of the 2016 application must be placed on the county website for public review (at least 14 days after the public hearing date). Attach a screen shot of the county website with the link to the electronic application as NJT Attachment K5.
3. The County must meet with their local CAC to review the proposed service activities and budget for 2016. Their input and feedback should be considered in the planning process for this application. Please indicate in the date of this CAC meeting and include copy of meeting minute notes showing application was reviewed with CAC members as NJT Attachment K6.
4. Copies of the 2016 application including a summary of proposed activities and proposed budget must be available for public review at the public hearing. The applicant must read into the record the proposed services and budgets for 2016.
5. Complete public hearing transcripts must be submitted. The transcripts can be submitted after the application's filing deadline as NJT Attachment K7.

SECTION VI - ADDENDUMS

SCDRTAP Maintenance of Effort (MOE) Certification

Excerpt from Guidelines, Description and certification of Maintenance of Effort (MOE)

(a) The purpose of the Senior Citizen and Disabled Resident Transportation Assistance Program is to provide for additional or expanded transportation services to senior citizens and disabled residents. Therefore designated recipients must maintain the same level of funding for senior citizen and transportation services as prior years.

(b) In order to comply with this Maintenance of Effort (MOE) requirement, the application must contain senior citizen and disabled resident transportation non-capital expense data from the past two years prior to the implementation of the Senior Citizen and Disabled Resident Transportation Assistance Program. This data should include non-capital expenditures of the designated recipient and/or applicant and any other agency, group, or groups, which will participate in the coordinated transportation program. Data from groups joining the coordinated system since the implementation of the Senior Citizen and Disabled Resident Transportation Assistance Program must be added to the original year period immediately preceding their joining the coordinated system

Actual Maintenance of Effort for 2014	\$686,780
Proposed Maintenance of Effort for 2016	\$769,179

If the MOE for 2016 has increased/decreased, please explain below: *Increased due to a decrease in grant funds.*

Sample of Required SCDRTAP Application Cover Letter
Attach as NJT Attachment L

Date

See NJT Attachment L

Steve Fittante, Director
NJ TRANSIT
Local Programs and Minibus Support
One Penn Plaza East, 4th floor
Newark, New Jersey 07105-2246

Dear Mr. Fittante:

The (Name of County) is hereby applying for funds under Senior Citizens & Disabled Residents Transportation Assistance Program (SCDRTAP). The approval of this grant will enable transportation services to be available to the senior citizens and disabled residents in our County. (Name of County) is requesting \$ _____ for 2016. The scheduled public hearing date is _____. The application will be available at the following locations _____ as of the following date _____.

To my knowledge, all information provided in support of this application is true and correct. If you have questions or require additional information, please contact (Name and Title of Principal Organization Contact) at (Phone Number).

As the Applicant, the (Name of County) agrees to comply with all regulations and administrative guidance required for application to the Senior Citizens and Disabled Resident Transportation Assistance Program for the program year 2016. The Applicant affirms the truthfulness and accuracy of the information it has made in the statements submitted herein and any other submission made to NJ TRANSIT. In signing this document, I declare the foregoing information and any other statement made on behalf of the Applicant are true and correct.

Sincerely,

(Signature of Authorized Representative of Applicant)

Print Name
Title of Authorized Representative of Applicant

SCDRTAP Applicant Authorizing and Supporting Resolution
Sample Text for Authorizing Resolution. Attach as NJT Attachment M.

Resolution authorizing the filing of an application to NJ TRANSIT on behalf of (Subrecipient) for a grant under the Senior Citizen and Disabled Resident Transportation Assistance Act, as amended.

WHEREAS, in 1984 the governor of New Jersey signed into law legislation creating the "Senior Citizen and Disabled Resident Transportation Assistance Act;" and,

WHEREAS, under this law Casino Tax Revenues may be utilized for the provision of elderly (60+) and disabled transportation; and,

WHEREAS, the county of (Name of County) must submit an application to NJ Transit Corporation to obtain funding in amount of \$_____ for period covering January 1, 2016 to December 31, 2016;

NOW, THEREFORE, BE IT RESOLVED BY (Name of Governing Body)

1. (Title of Subrecipient's Designated Official) shall forward one (1) original application together with one (1) certified copy of this resolution to:

NJ TRANSIT
Local Programs & Minibus Support
One Penn Plaza East- 4th Floor
Newark, NJ 07105-2246; and,

2. BE IT FURTHER RESOLVED, that the (Name of Subrecipient's Designated Official) is hereby authorized to execute the necessary contractual agreements on behalf of the county of (Name of County).

SECTION VII – 5311 ADDITIONAL ITEMS

The following are only required by Section 5311 Applicants

Opinion of Counsel Letter

Sample Opinion of Counsel-Attach as NJT Attachment N

(Date)

(Name of Applicant)

(Address of Applicant)

To Whom It May Concern:

This communication will serve as the requisite opinion of counsel to be filed with NJ TRANSIT in connection with the application of Name of Applicant for financial assistance pursuant to the provisions of Section 5311 of the Federal Transit Act, as amended for administration, capital, and operating assistance project(s). The legal authority for Name of Applicant's ability to carry out administration, capital and/or operating assistance projects directly, by lease, contract, or otherwise is set forth below:

Name of Applicant is authorized to provide and assist public transportation by acquisition, construction and operation of existing or additional transit facilities. This assistance may be provided directly or by agreements with other parties.

The authority of Name of Applicant to provide funds for the local share of the project is set forth in (cite source and provide a copy of, for example, of the local ordinance passed by County Board of Chosen Freeholders or other governing body authorizing funding for the local share, if applicable).

I have reviewed the pertinent Federal State and local laws, and I am of the opinion that there is no legal impediment to making application for Section 5311 assistance. Furthermore, as a result of my examination, I find that there is no pending or threatened litigation or other action, which might in any way adversely affect the proposed project in the program or the ability of Name of Applicant to carry out such projects in the program.

Sincerely,

Legal Counsel



ADA Certification of Equivalent Service

The **(County of Gloucester)** certifies that its demand responsive/ Route Deviation service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. Such service, when viewed in its entirety, is provided in the most integrated setting feasible and is equivalent with respect to:

- (1) Response time;
- (2) Fares;
- (3) Geographic service area;
- (4) Hours and days of service;
- (5) Restrictions on trip purpose;
- (6) Availability of information and reservation capability; and
- (7) Constraints on capacity or service availability.

In accordance with 49 CFR 37.77, public entities operating demand responsive/ Route Deviation systems for the general public which receive financial assistance under 49 U.S.C. 5311 or 5307 must file this certification with the appropriate state program office before procuring any inaccessible vehicle. Such public entities not receiving FTA funds shall also file the certification with the appropriate state program office. Such public entities receiving FTA funds under any other section of the FT Act must file the certification with the appropriate FTA regional office. This certification is valid for no longer than one year from its date of filing.

BOARD OF
CHOSEN FREEHOLDERS
COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

FREEHOLDER LIAISON
Jim Jefferson



DEPARTMENT OF HUMAN
SERVICES

DIVISION OF
TRANSPORTATION
SERVICES

DIRECTOR
Lisa Cerny

ACTING COORDINATOR
Mark Seigel

115 Budd Blvd.
West Deptford, NJ 08096

Phone 856.686.8355
Fax 856.686.8361

www.co.gloucester.nj.us

New Jersey Relay Service - 711
Or Toll Free @ 1.800.852.7897

Robert M. Damminger

Freeholder Director

(Signature)

Date: _____

DISCLOSURE OF LOBBYING ACTIVITIES (LLL Form)

Complete form to disclose lobbying activities pursuant to 31 U.S.C. 1352. Attach as NJT Attachment O.

N/A – My agency does not engage in any lobbying activities

DISCLOSURE OF LOBBYING ACTIVITIES (LLL Form)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See next page for public burden disclosure)

1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: _____ a. bid/offer/application b. initial award c. post-award NOT APPLICABLE	3. Report Type: _____ a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of last report _____
---	--	---

4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:
---	--

6. Federal Department/Agency:	7. Federal Program Name/Description: CDFA Number, if applicable:
--------------------------------------	--

8. Federal Action Number, if known:	9. Award Amount, if known: \$
--	---

10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from no. 10a) (last name, first name, MI):
--	--

11. Information request through this form is authorized by title 31 U. S.C Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to civil penalty of not less than \$10,000 and no more than \$100,000 for each such failure.	Signature:  Print Name: <u>Robert M. Damminger</u> Title: <u>Freeholder Director</u> Telephone No.: <u>(856) 853-3395</u> Date: <u>1/21/15</u>
--	--

County of Gloucester has not hired a lobbyist to act on the behalf of the agency.

Name:  <u>Robert M. Damminger, Freeholder Director</u>	Date: <u>1/21/15</u>
---	----------------------

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency.) Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. A) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

B) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter last name, first name and middle initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-10046), Washington, DC 20503.

LOBBYING CERTIFICATION

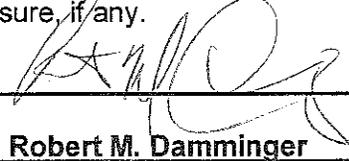
(Required)(An authorized representative of the applicant must sign and submit this certification.)

The undersigned applicant certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriate funds have been paid or will be paid to any person for making lobbying contracts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure form to Report Lobbying," in Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et. seq.)
- (3) The undersigned shall require that the language of this certification be included in the award documents or all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Applicant County of Gloucester certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, et seq., apply to this certification and disclosure, if any.

Signature of Applicant's Authorized Representative: 

Print Name of Applicant's Authorized Representative: Robert M. Damminger

Title of Applicant's Authorized Representative: Freeholder Director

Date 1/21/15

For those counties who subcontract out their services please have your vendors sign off on the required lobbying certifications. This must be done yearly as per the FTA, send the signed vendor certification to your Regional Program Administrator.)

(For those counties who subcontract out their services please have your vendors sign off on the required lobbying certifications. This is collected during annual Certifications and Assurances mailing.)

Civil Rights

Equal Employment Opportunity (EEO)

An EEO program is required if an applicant in previous Federal fiscal year (only FTA funds) - received in excess of \$1 million or planning assistance in excess of \$250,000 and has 50 or more mass transit related employees.

For the period July 1, 2015 through December 31, 2016, answer the following:

- 1. Is the applicant required to have an EEO Program?
 Yes No
 - a. If yes, does the applicant have an approved program in place?
 Yes No
 - b. If no required program is in place, provide estimated date of completion.
Date:

- 2. Were any complaints received between the period July 1, 2014 and June 30, 2015?
 Yes No

If yes, summarize complaints, any informal or formal EEO complaints (only from transit related employees) received, and describe how these complaints were addressed or resolved.

ADA

Did applicant make reasonable accommodations for employees and/or passengers with disabilities during the past year in accordance with Title III of the ADA?

- Yes No

If yes, explain.

The Division of Transportation transports disabled clients and employees alike to their scheduled destinations and are very sensitive to the needs of these individuals. Extra consideration is extended to these disabled riders.

Title VI

Does your agency have a current approved Title VI program submitted to NJ TRANSIT?

- Yes No

Has your agency received any complaints, investigations or lawsuits alleging discrimination in the delivery of transportation service within the last three years?

- Yes No *The Division of Transportation has had no complaints or lawsuits alleging discrimination in the delivery of transportation services.*

If yes, provide a description of the allegation and the current status and/or outcome.

Has any federal entity conducted a Title VI compliance review of your agency within the last three years?

Yes No

If yes, provide the following:

- Purpose/Reason for Review
- Name of the Agency that Performed the Review
- Summary of Findings/Recommendations
- Status and/or Disposition

Do you have any pending grant applications to other federal agencies (besides FTA)?

Yes No

If yes, provide a brief description of pending applications to other federal agencies.

Has your agency had a finding of noncompliance by any other federal agency?

Yes No

5311 Budget Request FTA Non-Urbanized Area Formula Program (Section 5311)

**July 1, 2015 - Dec 31, 2015
Project Budget Request (include Match)**

Operating	Budget Request
Total Operating	96,082
(-Fares)	
(-Donation)	
Total Operating Deficit	
Administrative	Budget Request
Total Administrative	
Capital	Budget Request
Total Capital	
GRAND TOTAL	

**January 1, 2016 - Dec 31, 2016
Project Budget Request (include Match)**

Operating	Budget Request
Total Operating	192,164
(-Fares)	
(-Donation)	
Total Operating Deficit	
Administrative	Budget Request
Total Administrative	
Capital	Budget Request
Total Capital	
GRAND TOTAL	288,246

Rolling Stock

Only fill Table 17 if you are purchasing rolling stock under the 5311 grant.

NOT APPLICABLE

If you are applying for rolling stock your Section 5311 contract will be reduced for the cost of the vehicle (s). NJ TRANSIT purchases all rolling stock on behalf of our FTA subrecipients. In addition there is a required local match of 10% for capital purchases. The subrecipient is given a choice at time of vehicle purchase to pay the 10% local match either by: 1) being invoiced by NJ TRANSIT for the 10% match or 2) if subrecipient receives SCDRTAP funds we will reduce by budget modification your SCDRTAP contract at time of purchase by an amount equal to the 10% cost of vehicle.

Table 17

	Budget Grant Approval (Shows current fleet numbers)	Amount of Change (Shows additions to fleet if expansion)	After Grant Approval (Shows final fleet total after grant is relieved)
I. Active Fleet			
A. Peak Requirement			
B. Spares			
C. Total(A+B)			
D. Spare Ratio(B/A)			
II. Inactive Fleet			
A. Contingency Reserve			
B. Pending Disposal			
C. Total (A+B)			
III. Total Fleet			
(IC + IC)			

Fleet Replacement

If Section 5311 vehicle is being purchased is for replacement fill in this section, regardless of funding source.

Make/Model:

Year of Manufacture:

Vehicle I.D. Number (VIN):

Month/Year Placed in Revenue Service:

Accumulated Revenue Miles:

Estimated Month/Year to be Taken Out of Revenue Service:

Condition:

Original Grant Purchased Under:

Capital Public Notice Requirement

NOT APPLICABLE

As per the FTA there must be an opportunity for public review and comment for all FTA funded capital projects. To comply with this requirement all Section 5311 subrecipients awarded a capital project (vehicle, mobility management project and/or other capital equipment) must do a public notice in a newspaper soliciting public comment. A public hearing is only required if the capital project has a significant economic, social or environmental impact in the community.

PUBLIC NOTICE

Notice is hereby given that _____ has made application to
Agency Name

NJ TRANSIT for _____ to assist in providing
How many and what type of vehicles

transportation to general public in rural areas of _____, New Jersey. This project
List areas utilizing vehicle(s)

will be partially funded with FTA S5311 funds under a grant submitted to the Federal Transit Administration.

Any interested party who has a significant, social, economic or environmental interest is invited to provide comments within 30 days to:

(Name of Subrecipient)
(Address)

PLEASE NOTE:

When returning application, please include: Original notarized copies of Public Notices that actually appeared in the newspaper on two separate days. (Raised seal not required as long as the newspapers provide a certification and proof of publication.) Attach as NJT Attachment Q.

Financial Management Systems

1. Does the applicant have fiscal control and accounting procedures sufficient to do the following:
 - a. Permit the preparation of reports necessary to comply with program and statutory requirements.
Yes No
 - b. Permit the tracking of funds to ensure that funds have not been used in violations of restrictions and prohibitions applicable to program.
Yes No
2. Please describe accounting system used – include name of system.
Edmunds & Associates
3. Do you keep separate accounting records for this project?
Yes No

Suspension and Debarment

It is the Section 5311 subrecipient's responsibility to ensure that none of their third party contractors are debarred, suspended, ineligible or voluntarily excluded from participation in FTA funded projects.

Not Applicable – No third party contracts under Section 5311

Has the required suspension/debarment clause been included in bid specs (services or capital) and the final contract for all third party contracts over \$25,000 utilizing FTA Section 5311 funds? (For bid specs and contracts covering 2014-2015 contract year)
Yes No

Prior to entering into third party contracts over \$25,000 (services or capital) must review the website System for Awards Management (SAM) at www.sam.gov. The new website sam.gov provides a more detailed profile of the vendor including disbarment, DUNS number and federal debt then previous excluded party listing system website. (Subrecipient should print screen which would show date website was checked and verify whether vendor was NOT debarred or suspended from participating in federally funded contracts.)

Did subrecipient check the Systems for Awards Management prior to entering into contract with vendor during 2014-2015?
Yes No

Local In-Kind Match and Match Source

Do you plan on using an in-kind match for 2015-2016?

Yes No

*If yes, what is the total amount and source(s)?

Total Amount \$72,061.50 Source(s): In-Kind Fringe Benefits

*Documentation must be submitted by applicants who indicated they would be providing an in-kind match in period July 1, 2015 through December 31, 2016.

Provide breakdown of proposed match dollars for 2015-2016 contract years in Table 18.

Table 18

Funding Match Source	Match Amount
Local Funds: (list)	72,061.50
State Funds: (list) (i.e. Human Service funding)	72,061.50
Revenue Contracts (list) (i.e. vehicle advertising contracts list indicate revenue source/contracts used as match)	
SCDRTAP funding	
In-Kind (list)	
Other specify	

Special Section 5333(b)

The attached Special Warranty and the procedures incorporated therein represent the understandings of the Department of Labor and the Department of Transportation with respect to the formula Grant Program for Areas Other Than Urbanized Areas (C.F.R. U.S.C. Section 5311)

The Department of Transportation will make this Special Warranty a part of the contract of assistance between the U. S. Department of Transportation and each state agency designated to receive and administer funds under Section 5311 of the Urban Mass Transportation Act of 1964, as amended.

The Secretary of Labor has found that the terms and conditions of the Special Warranty meet the requirements of Section 5333(b) of the Urban Mass Transportation Act of 1964, as amended. Accordingly, the Secretary of Labor hereby makes the certification that inclusion of these terms and conditions in formula grant contract for small urban and rural program grants meets the requirements of Section 5311 of the Urban Mass Transportation Act of 1964, as amended.

A. General Application

The Public Body (A) agrees that, in the absence of waiver by the Department of Labor, the terms and conditions of this warranty, as set forth below, shall apply for the protection of the transportation related employees of any employer providing transportation services assisted by the Project (Recipient), and the transportation related employees of any other surface public transportation providers in the transportation service area of the project.

The Public Body shall provide to the Department of Labor and maintain at all times during the Project an accurate, up-to-date listing of all existing transportation providers which are eligible Recipients of transportation assistance funded by the Project, in the transportation service area of the Project, and any labor organizations representing the employees of such providers.

Certification by the Public Body to the Department of Labor that the designated Recipients have indicated in writing acceptance of the terms and conditions of the warranty arrangement will be sufficient to permit the flow of Section 5311 funding in the absence of a finding of non-compliance by the Department of Labor.

B. Standard Terms and Conditions

The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient and any other legally responsible party designated by the Public Body to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interest of affected employees. The term a Project, as used herein, shall not be limited to the particular facility, service, or operation assisted by Federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his position with regard to his employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project, discontinuance of Project services, or exhaustion of Project funding shall not be deemed eligible for a dismissal or

displacement allowance within the meaning of paragraphs (6) and (7) of the Model agreement or applicable provisions of substitute comparable arrangements.

- (a) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under an in accordance with any collective bargaining agreement applicable to such employees which is then in effect.
- (b) The Recipient or legally responsible party shall provide to all affected employees sixty (60) days notice of intended actions which may result in displacements or dismissal or rearrangements of the working forces. In the case of employees represent by a union, such notice shall be provided by certified mail through their representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs in the Recipient=s employment available to be filled by such affected employees
- (c) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees' negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this arrangement shall commence immediately. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the paragraph (4) of this warranty. The foregoing procedures shall be complied with and carried out prior to the institution of the intended action.

For the purpose of providing the statutory required protections including those specifically mandated by Section 5333(b) of the Act, the Public Body will assure as a condition of the release of funds that the Recipient agrees to be bound by the terms and conditions of the National (Model) Section 5333(b) Agreement executed July 23, 1975, identified below², provided that other comparable agreements may be substituted therefore, if approved by the Secretary of Labor and certified for inclusion in these conditions.

Any dispute or controversy arising regarding the application, interpretation, or enforcement of any of the provisions of this arrangement which cannot be settled by and between the parties at interest within thirty (3) days after the dispute or controversy first arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties, or in the event they cannot agree upon such procedure, to the Department of Labor or an impartial third party designated by the Department of Labor for final and binding determination. The compensation and expenses of the impartial third party, and any other jointly incurred expenses shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.

In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be his obligation to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of either the Recipient or other party legally responsible for the application of these conditions to prove that factors other than the Project affected the employees. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee.

The Recipient or other legally responsible party designated by the Public Body will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by these arrangements, or the union representative of such employee, may file claim of violation of these arrangements with the Recipient within sixty (60) days of the date he is terminated or laid off as a result of the Project, or within eighteen (5311) months of the date his position with respect to his employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim.

Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits

which such employee may have under existing employment or collective bargaining agreements, nor shall this arrangement be deemed a waiver of any rights of any union or of any represented employee derived from any other agreement or provision of federal, state or local law.

In the event any employee covered by these arrangements is terminated or laid off as a result of the Project, he shall be granted priority of employment or reemployment to fill any vacant position within the control of the Recipient for which he is, or by training or retraining within a reasonable period can become qualified. In the event training or retraining is required by such employment or reemployment, the Recipient or other legally responsible party designated by the Public Body shall provide, or provide for, such training or retraining at no cost to the employee.

The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under the Urban Mass Transportation Act and has agreed to comply with the provisions of Section 5333(b) of the Act. This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient details as to provide the basic information necessary to the proper application, administration, and enforcement of these arrangements and to the proper determination of any claims arising thereunder.

Any labor organization which is the collective bargaining representative of employees covered by these arrangements, may become a party to these arrangements by serving written notice of its desire to do so upon the Recipient and the Department of Labor. In the event of any disagreement that such labor organization represents covered employees, or is otherwise eligible to become a party to these arrangements, as applied to the Project, the dispute as to whether such organization shall participate shall be determined by the Secretary of Labor.

In the event the Project is approved for assistance under the Act, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the Public Body or Recipient of federal funds; provided, however, that this arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

C. Waiver

As a part of the grant approval process, either the recipient or other legally responsible party designated by the Public Body may in writing seek from the Secretary of Labor a waiver of the statutory required protections. The Secretary will waive these protections in cases, where at the time of the requested waivers, the Secretary determines that there are no employees of the Recipient or of any other surface public transportation providers in the transportation services area who could be potentially affected by the Project. A 30-day notice of proposed waiver will be given by the Department of Labor and in the absence of timely objection; the waiver will become final at the end of the 30-day notice period. In the event of timely objection, the Department of Labor will review the matter and determine whether a waiver shall be granted. In the absence of waiver, these protections shall apply to the Project.

5333(b) Certification Letter
Attach as NJT Attachment R

See NJT Attachment R

Date:

Steve Fittante, Director
NJ TRANSIT
Local Programs and Minibus Support
One Penn Plaza East, 4th floor
Newark, New Jersey 07105-2246

Dear Mr. Fittante:

The Name of Applicant has made application to NJ TRANSIT and the Federal Transit Administration pursuant to Section 5311 of the Federal Transit Act, as amended for a mass transportation grant to assist in the reimbursement of operating and/or non-operating expenses for the period July 1, 2015 to December 31, 2016.

The Name of Applicant agrees that, in absence of a waiver by the Department of Labor the terms and conditions of the Special Section 5333(b) Warranty shall apply for the protection of the employees of any employer providing transportation service assisted by the Project, and the employees of any other surface public transportation providers which are eligible recipients, in the transportation service area of the Project. The Warranty arrangement shall be made part of the contract of assistance and shall be binding and enforceable by and upon the parties thereto, by any covered employee or his representative.

Additionally, pursuant to Section (A) of the Special Section 5333(b) Warranty, included with this submission is a listing of all transportation providers in the geographic area of our project and any labor organizations representing the employees of such providers.

Sincerely,

Signature of Authorized Representative
Title

Listing of Operators and Union Representatives

As part of the 5333(b) warranty process applicants must submit an accurate and up-to-date listing of all existing transportation providers in the Section 5311 service area of the project. Applicants must also include any labor organizations representing such providers. A complete statewide list (Addendum C) is submitted by NJ TRANSIT to the US Department of Labor. Do not include NJ TRANSIT as a transportation provider in your area.

Submit all changes on Table 16 below (include any additions, deletions or changes to the transportation providers listed in Addendum C – do not retype information from or on Addendum C). Note if a (D)eleation, (A)ddition or (C)hange to Addendum by adding a (D), (A) or (C) after the name of the provider in the first column. If “no changes” indicate that below.

To assist you we also included a list of major private for-profit transportation providers in the state on Addendum A. Take note that other organizations including taxi and private non-profit organizations may provide transportation and have union representation as well and should be listed.

Note to applicant – include your county and indicate if there is a driver union.

Table 16

Other Transportation Providers in Section 5311 Service Area	Name of Union	Union Address	Union Phone Number	E-Mail Address of Union
Glassboro Municipal Shuttle Bus	CWA Local 1085	451 Glassboro Rd., Woodbury Hts. NJ 08097	856-853-8992	Mail@cwa1085.org
Mantua Municipal Shuttle Bus	None			
Paulsboro Municipal Shuttle Bus	None			
Gloucester County Division of Transportation	CWA Local 1085	451 Glassboro Rd., Woodbury Hts. NJ 08097	856-853-8992	Mail@cwa1085.org

Sample of Required S5311 and Innovative Grant Application Cover Letter
Attach as NJT Attachment S

See NJT Attachment S

Date

Steve Fittante, Director
NJ TRANSIT
Local Programs and Minibus Support
One Penn Plaza East, 4th floor
Newark, New Jersey 07105-2246

Dear Mr. Fittante:

The (Name of Applicant) is hereby applying for a grant under FTA Section 5311 of the Federal Transit Act, as amended. The approval of this grant will enable public transportation services to be available to the small urban and rural residents of our service area.

(Name of Applicant) is requesting Non Operating and/or Operating Assistance for the period July 1, 2015 – December 31, 2016. The total amount of federal and state funds requested is as follows:

July 2015- December 2016 NEW ALLOCATION

	OPERATING	NON-OPERATING
FTA Section 5311 Funds:	48,041.00	0
State match funds:	24,020.50	0
Local match funds:	24,020.50	0
Total:	\$96,082.00	

January 2016- December 2016 Innovation Grant (Operating only)

	OPERATING	
FTA Section 5311 Funds:	96,082.00	0
State match funds:	48,041.00	0
Local match funds:	48,041.00	0
Total:	\$192,164.00	0

To my knowledge, all information provided in support of this application is true and correct. If you have questions or require additional information, contact Name and Title of Principal Organization Contact and Phone Number.

Sincerely,

(Signature of Authorized Representative of Applicant)

Robert M. Damminger, Freeholder Director

5311 Applicant Authorizing and Supporting Resolution

The applicant must also attach a supporting resolution in the application if any portion of the Applicant's local match comes from another organization, municipality, government entity or other funding source. Below is Sample Text for Authorizing Resolution. Attach as NJT Attachment T

Resolution authorizing the filing of an application to NJ TRANSIT and the Department of Transportation, United States of America, on behalf of (Subrecipient) for a grant under the Federal Transit Act, as amended.

WHEREAS, the Secretary of Transportation is authorized to make grants for a general public transportation program of projects in other than urbanized areas under Section 5311 of the Federal Transit Act, as amended;

WHEREAS, the grant for financial assistance will impose certain obligations upon the Subrecipient (Legal Name of Applicant), including the provision of the local share of the project costs in the program;

WHEREAS, it is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1965, that in connection with the filing of an application for assistance under the Federal Transit Act, as amended, the Subrecipient gives an assurance that it will comply with Title VI and EEO requirements of the Civil Rights Act of 1964 and U.S. Department of Transportation requirements; and

WHEREAS, the Subrecipient is required to adhere to the requirements as specified in the U.S. Department of Transportation's Minority Business Enterprise (MBE) regulation set forth in 49 C.F.R. Part 23, Subpart D.

NOW, THEREFORE, BE IT RESOLVED BY (Name of Governing Body)

1. That (Title of Applicant's Designated Official) is authorized to execute and file an application on behalf of Subrecipient (Legal Name of Applicant) with NJ TRANSIT who as the Designated Recipient will apply to the U.S. Department of Transportation requesting aid in the financing of administration, capital and/or operating assistance projects pursuant to Section 5311 of the Federal Transit Act, as amended.
2. That (Title of Applicant's Designated Official) is authorized to execute and file with such applications and assurance or any other document required by the U.S. Department of Transportation effectuating the purposes of Title VI and EEO requirements of the Civil Rights Act of 1964.
3. That (Title of Applicant's Designated Official) is authorized to set forth and execute affirmative minority business policies pursuant to 47 C.F.R. Part 23, Subpart D.
4. That (Title of Authorized Representative) is authorized to furnish such additional information as the U.S. Department of Transportation may require in connection with the application.
5. That (Title of Applicant's Designated Official) is authorized to execute grant agreements on behalf of Legal Name of Applicant for aid in the financing of the administration, capital and/or operating assistance.
6. That (Governing Body of Applicant) hereby authorize the amount of (\$ amount) be obligated as the local share required under the provisions of the grant

application.

Addendum A – A List of Private Bus Operators Serving New Jersey

<p>Aristocrat Limo & Bus Co. 354 Kingston Road Parsippany, NJ 07054 973-887-2726 Fax: 973-884-1880 Mr. Robert Wright Mrs. Brenda Baxter Safety Director: Richard Wright</p>	<p>Atlantic Express Coachways, Inc. 7 North Street Staten Island, NY 10302 718-556-8078 FAX: 718-556-8042 Ms. Laura Cagnetta Safety Director: Mr. Ron Caruso</p>	<p>Ayan Travel, Inc. 149 17th Avenue Elmwood Park, NJ 07407 973-340-8750 FAX: 973-340-8759 E-MAIL: ayanbus@yahoo.com Ms. Beverly Corasio</p>
<p>Bestway Coach Express, Inc. 2 Mott Street Suite 705 New York, NY 10013 212-608-8988 FAX: 212-608-9169 E-MAIL: info@bestwaycoach.com WEBSITE: www.bestwaycoach.com Mr. Wilson Cheng Mr. Kelvin Chan</p>	<p>Camptown Bus Lines, Inc. 126-140 Frelinghuysen Avenue Newark, NJ 07114-1633 973-242-6100 FAX: 973-242-4123 E-MAIL: camptownbus@verizon.net Mr. Thomas M. Zambolla</p>	<p>Carefree Bus Tours 45 Somerset Place Clifton, NJ 07017 1-800-640-9429 973-778-4000 FAX: 973-778-4610 E-MAIL: CBL4000@aol.com Mr. Paul Lenoir</p>
<p>Classic Tours/Classic Cruisers, Inc. 1533 Prospect Street Lakewood, NJ 08701 732-657-1144 FAX: 732-367-8233 By request only Mr. Mark R. Waterhouse</p>	<p>Coachman International Tours, Inc. P.O. Box 8328 Haledon, NJ 07538 201-398-9855 FAX: 201-398-9855 EMAIL: coachmanintl@optonline.net Mr. Richard Jaeger Ms. Pauline Wolthouse, VP</p>	<p>Coastal Coach 603 Whildam Ave N. Cape May, NJ 08204 609-602-2271 FAX: 609-345-5300 E-MAIL: tidi03@aol.com Mr. Tim Generale</p>
<p>Express Tours, Inc/Golden Express 15 Division Street 3rd Floor New York, NY 10002 212-966-8433 FAX: 212-343-7207 Mr. Richard Chow Ms. May Chow</p>	<p>Greyhound Lines, Inc. 3104 Pacific Avenue Atlantic City, NJ 08401 609-345-5921 FAX: 609-345-5927 Mr. Nate Karp E-MAIL: nkarpg@greyhound.com</p>	<p>Infinity Tours, Inc. 6013 Al Ventura Road Wallington, NJ 07057 201-507-5055 FAX: 201-507-5001 Ms. Mary Ann Kamrowski Safety Director: Mr. Tom Boyle</p>
<p>Jay/Nay Travel PMB 106-621 Beverly Rancocas Road Willingboro, NJ 08046 609-877-7127 FAX: 609-877-7546 E-MAIL: sales@jayandnaytravel.com WEBSITE: www.jayandnaytravel.com Mr. John Mills Ms. Renee Mills</p>	<p>Lakeland Bus Lines, Inc. PO Box 898 425 E. Blackwell Street Dover, NJ 07802-0898 973-366-0600 Ext. 632 FAX: 973-366-8012 E-MAIL: ttaylor@lakelandbus.com WEBSITE: www.lakelandbus.com Mr. Tom Taylor Ext. 632 Mr. Tom Graves</p>	<p>Leprechaun Lines, Inc 100 Leprechaun Lane New Windsor, NY 12550 845-565-7900 FAX: 845-565-1220 E-MAIL: fgallagher@leprechaunlines.com Mr. Frank Gallagher</p>
<p>Lion Trailways Hornet and Ranger Roads Rio Grande, NJ 08242 609-889-0925 FAX: 609-889-0033 E-MAIL: info@lionbus.com WEBSITE: www.lionbus.com Mr. Nick Paglione</p>	<p>Martz Lines 239 Old River Road Wilkes-Barre, PA 18702 570-821-3838 FAX: 570-821-3813 E-MAIL: shenry@martzgroup.com WEBSITE: www.martzgroup.com Mr. Scott E. Henry</p>	<p>Passaic Valley Coach Lines 71 River Road Chatham, NJ 07928-1930 973-635-2374 FAX: 973-635-0199 E-MAIL: www.wayne@passaicvalleycoach.com WEBSITE: passaicvalleycoach.com Mr. Wayne Braunwarth</p>

<p>Peter Pan Bus Lines 25 County Avenue Secaucus, NJ 07094 201-866-6001 FAX: 201-866-6234 E-MAIL: frank@peterpanbus.com WEBSITE: www.peterpanbus.com Mr. Frank Farrow</p>	<p>Raritan Valley Bus Service PO Box 312 Metuchen, NJ 08840-0312 732-549-1212 FAX: 732-549-1168 E-MAIL: www.raritanvalleybus.com Mr. Steve Yelencsics Mr. Steve Yelencsics, Jr.</p>	<p>Safety Bus 7200 Park Avenue Pennsauken, NJ 08109 856-665-2662 FAX: 856-665-0658 Mr. Thomas Dugan, Jr.</p>
<p>Sheppard Bus Service 35 Rockville Road Bridgeton, NJ 08302 856-451-4004 FAX: 856-453-1620 E-MAIL: john@sheppardbus.com Mr. John Sheppard Mr. Ken Sheppard</p>	<p>Starr Tours 2531 E. State Street Trenton, NJ 08619 609-587-0626 FAX: 609-587-3052 E-MAIL: msussman@starrtours.com Mr. Mitchell Sussman</p>	<p>Stout's Charter Service, Inc. 20 Irvn Street Trenton, NJ 08638 609-883-8891 FAX: 609-883-6682 E-MAIL: vivian@stoutsbu.com WEBSITE: www.stoutsbu.com Mr. Harry Stout Mr. Shawn Stout</p>
<p>Trans-Bridge Lines 2012 Industrial Drive Bethlehem, PA 18017 610-868-6001 Ext. 122 FAX: 610-868-9057 WEBSITE: www.transbridgebus.com Mr. Tom JeBran Mr. Len Marzen</p>	<p>Travelynk, INC. 52 Bailly Drive Burlington, NJ 08016 201-232-0563 FAX: 201-232-0563 Michael Rodriguez</p>	<p>Triple D Travel PO Box 3208 Hamilton, NJ 08619 609-631-0200 FAX: 609-631-0047 Mr. David A. Tenney</p>
<p>Trolley Tours, Inc. 216 North Main Street (Route 9) PO Box 418 Forked River, NJ 08731-0418 609-971-6699 800-468-0446 FAX: 609-971-6341 E-MAIL: ronalfailace@hotmail.com WEBSITE: www.trolleytoursinc.net Ronald R. Failace, President</p>	<p>Vanderhoof Transportation 18 Wilfred Street West Orange, NJ 07052 973-325-0700 FAX: 973-669-9639 WEBSITE: www.evanderhoof.com Mr. Edward Vanderhoof</p>	<p>Via Bus 19 Tilton Street Hammonton, NJ 08037 609-567-7705 800-890-4756 FAX: 609-567-2328 Mr. Glenn Davis</p>
<p>Villani Bus Company 811 East Linden Avenue Linden, NJ 07036 908-862-3333 FAX: 908-474-8058 Mr. Dee Villani</p>	<p>Coach USA Northeast Region 349 First Street Elizabeth, NJ 07206 908-354-3330 FAX: 908-994-9338 E-MAIL: john.emberson@coachusa.com Mr. John Emberson</p>	<p>Community Coach 160 South Route 17 North Paramus, NJ 07652 201-225-7515 FAX: 201-225-7590 E-MAIL: jon.nguyen@coachusa.com Jon Nguyen</p>
<p>Olympia Trails 349 First Street Elizabeth, NJ 07206 908-354-3330 ext. 232 FAX: 908-994-9355 E-MAIL: jim.rutherford@coachusa.com Mr. Jim Rutherford</p>	<p>Rockland Coaches 180 Old Hook Road Westwood, NJ 07675 201-263-1254 ext. 418 FAX: 201-664-8036 E-MAIL: david.gee@coachusa.com Mr. David Gee</p>	<p>Short Line/Hudson Transit/Coach USA 4 Leisure Lane Mahwah, NJ 07430 201-529-3666 ext. 1036 FAX: 201-529-0221 E-MAIL: George.Grieve@coachusa.com WEBSITE: george.grieve@coachusa.com Mr. George Grieve</p>
<p>Suburban Transit 750 Somerset Street New Brunswick, NJ 08901 732-249-1100 ext. 201 FAX: 732-545-7015 WEBSITE: ronald.kohn@coachusa.com Mr. Ronald Kohn</p>		

Addendum B – Designated Leads for Human Services Transportation Coordination Plan

County	Lead	E-mail	Phone Number
Atlantic	Mr. Carl Lindow	lindow_carl@aclink.org	609-645-7700 x4058
Bergen	Mr. Tom Murphy	tmurphy@co.bergen.nj.us	201-336-3380
Burlington	Mr. Bill Stewart	wstewart@co.burlington.nj.us	609-265-5788
Camden	Ms. Carol Miller Mr. Bob Damminger	cmiller@sita.com	856-427-0988
Cape May	Mr. Dan Mulraney	dmulraney@co.cape-may.nj.us	609-889-3700 x107
Cumberland	Ms. Barbara Nedohon	barbarane@co.cumberland.nj.us	856-453-2220
Essex	Ms. Jaklyn DeVore	jdevore@seniors.essexcountynj.org	973-395-8392
Gloucester	Mr. Mark Seigel	mseigel@co.gloucester.nj.us	856-686-8362
Hudson	Ms. Darice Toon	dtoon@hcnj.us	201-369-5280 x4231
Hunterdon	Ms. Tara Shepherd	tara@hart-tma.com	908-788-5553
Mercer	Mr. Martin DeNero	mdenero@mercercounty.org	609-530-1970 x17
Middlesex	Ms. Beverly Briggs	beverly_briggs@co.middlesex.nj.us	732-745-4029
Monmouth	Ms. Kathy Lodato	kathleen.lodato@co.monmouth.nj.us	732-577-6731
Morris	Ms. Lauren Burd	lburd@co.morris.nj.us	973-829-8105
Ocean	Mr. David Fitzgerald	dfitzgerald@co.ocean.nj.us	732-736-8989 x235
Passaic	Mr. John McGill Ms. Mary Kuzinski	johnm@passaiccountynj.org maryk@passaiccountynj.org	973-305-5763 / 5758 973-569-4070
Salem	Mr. Ray Bolden	rbolden@salemcountynj.gov	856-935-7510 x8317
Somerset	Ms. Yvonne Manfra	manfra@co.somerset.nj.us	908-231-7116
Sussex	Ms. Carol Novrit	cnovrit@xbp.dhs.state.nj.us	973-383-3600 x5152
Union	Ms. Karen Dinsmore	kdinsmore@ucnj.org	908-527-4809
Warren	Ms. JanMarie McDyer	jmcdyer@co.warren.nj.us	908-475-6080

SECTION VIII FTA SECTION 5311 INNOVATION GRANT
NOT APPLICABLE

Purpose

The FTA Section 5311 Innovation Grant is a designation of a portion of unused **funding allocated to Section 5311 eligible counties** which is made available to these counties on a competitive application basis. The objective is to provide funding to promote integration of community transit services and NJ Transit bus and rail services in rural counties.

Grant Qualification Criteria

Project applications must meet the following standards in order to be eligible for competitive review:

1. Project must provide a **direct connection with an existing NJ Transit bus, private fixed route bus or rail service** either within or in a contiguous county
2. Route must serve residential origins **within the Census defined rural area**
3. The service must consist of a **deviated fixed route service with a service frequency of 60 minutes or less** during either peak or off-peak periods
4. Service must be provided on a **minimum of five days per week**
5. The proposed service may be **either a new service or an expansion of service span or frequency of an existing service** that provides direct connections to a rail station or an established bus route at either a route endpoint or key bus stop or station.
6. Submit a marketing plan which includes a commitment to provide a bus timetable that includes at minimum key time-points, a map with a designation of those key time-points, pickup/drop-off points, fare information, and connecting transit bus and rail services. The proposer must also provide a plan for a timetable distribution program including key residential, commercial and employment locations served and the proposed mode of ensuring that bus timetables are supplied and available to potential customers.
7. Proposed service operator must demonstrate the ability to meet operating requirements including but not limited to:
 - Meeting New Jersey Motor Vehicle Commission (NJMVC) requirements for operating authority and vehicle inspections if charging a fare
 - Demonstrate a vehicle fleet sufficient to meet the peak vehicle requirement for the service with a minimum 15% spare ratio in order to ensure that the daily peak vehicle requirement is met

Funding Requirements

Funding may be used only for direct operating expenses for the provision of vehicle services including driver salary and benefits, fuel, vehicle parts and maintenance labor or the cost of contract operated service.

Funding may NOT be used to cover operating expenses including operations management, dispatch and training. It is assumed that the existing system will be able to provide these direct operating support services within the context of the existing service or through other grant funding sources.

The applicant must demonstrate the financial capability to provide the required **25% match** which must be used in combination with the NJ Transit 25% match to support half of the direct

operating expenses for the proposed service. Once approved projects have been identified Resolutions will be requested.

A maximum of \$200,000.00 (including the applicant's 25% match) will be made available to a single project.

The service must meet a minimum threshold of four (4.0) passenger trips per revenue hour at the end of the initial service period. Services not meeting the minimum operating standard will not be eligible for continued funding in the next year.

Factors Supporting Proposed Section 5311 Innovation Grant Route Proposal

A. Percentage of low-income individuals (150% of poverty level) in project service area:

- 0 – 20% _____
- 21 – 40 % _____
- 41 – 60% _____
- 61 – 80% _____
- 81 – 100% _____

B. Percentage of zero-car and one auto households in project service area:

- 0 – 10% _____
- 11 – 20 % _____
- 21 – 40% _____
- Over 41% _____

C. Characteristics of proposed route deviation bus service (Check one)

- ___ Proposed route is a new route deviation service
- ___ Proposed route is an expansion of an existing route deviation service
- ___ Proposed route serves at least one shopping center or village shopping area
- ___ Proposed route serves at least one congregate (multi-family) residential building or apartment complex

D. Connection to Traditional Transit (Check all that apply)

- ___ Connection provided to an existing NJT Rail, Bus or Private bus station/stop
- ___ Connection provided during Peak Period (defined as 6-9 AM and 4-7 PM)
- ___ Connection provided during Off-Peak period
- ___ Connection provided to hub with three or more rail lines and/or bus routes

Project Description

Describe the parameters of your proposed route:

How many vehicles will be used to operate this service?

Please note: If you are charging a mandatory fare you must meet New Jersey Motor Vehicle Commission (NJMVC) requirements for operating authority and vehicle inspections

Please describe your Marketing plan for this project:

Submit a marketing plan which includes a commitment to provide a bus timetable that includes at minimum key time-points, a map with a designation of those key time-points, pickup/drop-off points, fare information, and connecting transit bus and rail services.

Timetables must also include Route Deviation Policy, Nondiscrimination Policy, and Reasonable Accommodation Policy.

The proposer must also provide a plan for a timetable distribution program including key residential, commercial and employment locations served and the proposed mode of ensuring that bus timetables are supplied and available to potential customers.

Route Description

Provide Turn by Turn route description:

Provide a Map highlighting the route (Attach as Attachment U)

Identify bus/rail or light rail service connection points along the route:

Span of Service

Provide a schedule identifying time points and trip times:

Number of Operating Days

Total annual Days of operations (Ex. 244 weekdays and 52 Saturdays)

Number of Projected Daily Revenue Hours for each bus operated per day from route starting point to route ending point, not including deadhead from and to garage.

Projected Operating Budget

Operating Budget	Budget Request
Driver Salaries/Fringe	
Third Party Contract Svcs	
Maintenance & Repairs	
Materials Consumed (Fuel)	
Total Operating	
(-Fares)	
(-Donation)	
GRAND TOTAL	

Identify Source of Hard (Cash) 25% Match: _____

NOTE: Operating Costs are limited to driver labor, driver benefits, third party contract services, fuel and/or maintenance costs.

Provide the number of Staff that will be charged to this grant. Do not list each individual Operator, Dispatcher, or Reservationist - list the number of these positions and percentage charged per grant:

SECTION IX- COMPLETE APPLICATION CHECKLIST OF DOCUMENTS

The following documents are to be attached to this application.

- | | | |
|-------------------------------------|-------------------|--|
| <input checked="" type="checkbox"/> | NJT Attachment A | Organizational Chart |
| <input checked="" type="checkbox"/> | NJT Attachment B | Vendor Organization Chart (if applicable) |
| <input type="checkbox"/> | NJT Attachment C | Policies and Procedures <i>Provided last year</i> |
| <input checked="" type="checkbox"/> | NJT Attachment D | CHSTP Addendums/Updates |
| <input type="checkbox"/> | NJT Attachment E | CHSTP Written Agreements (if applicable) |
| <input checked="" type="checkbox"/> | NJT Attachment F | Contracts Program receives funds from (if applicable) |
| <input checked="" type="checkbox"/> | NJT Attachment G | Indirect Cost Plan (if applicable) |
| <input checked="" type="checkbox"/> | NJT Attachment H | Vehicle Inventory (use spreadsheet provided) |
| <input type="checkbox"/> | NJT Attachment I | Non-Vehicle Inventory (5311 only if applicable, use spreadsheet provided) <i>N/A</i> |
| | | |
| <input checked="" type="checkbox"/> | NJT Attachment J | Marketing Materials |
| <input checked="" type="checkbox"/> | NJT Attachment K1 | Notarized Copies of Public Notice |
| <input checked="" type="checkbox"/> | NJT Attachment K2 | List of Organizations for Public Hearing Notice |
| <input checked="" type="checkbox"/> | NJT Attachment K3 | Large Print Vehicle Notice |
| <input checked="" type="checkbox"/> | NJT Attachment K4 | Library Public Notice Information |
| <input checked="" type="checkbox"/> | NJT Attachment K5 | Website Screen Shot Public Notice |
| <input checked="" type="checkbox"/> | NJT Attachment K6 | CAC Meeting Public Notice |
| <input checked="" type="checkbox"/> | NJT Attachment K7 | Public Hearing Transcript |
| <input checked="" type="checkbox"/> | NJT Attachment L | SCDRTAP Application Cover Letter |
| <input checked="" type="checkbox"/> | NJT Attachment M | SCDRTAP Resolution |
| <input checked="" type="checkbox"/> | NJT Attachment N | Opinion of Council Letter (5311 only) |
| <input checked="" type="checkbox"/> | NJT Attachment O | Disclosure of Lobbying Activities (5311 only) |
| <input checked="" type="checkbox"/> | NJT Attachment P | Lobbying Certification |
| <input type="checkbox"/> | NJT Attachment Q | Capital Public Notice (5311 only if applicable) |
| <input checked="" type="checkbox"/> | NJT Attachment R | 5333(b) Certification Letter (5311 only) |
| <input checked="" type="checkbox"/> | NJT Attachment S | 5311 Application Cover Letter |
| <input checked="" type="checkbox"/> | NJT Attachment T | 5311 Resolution |
| <input type="checkbox"/> | NJT Attachment U | Innovative Grant Map (5311 only if applicable) <i>N/A</i> |

Excel Spreadsheet attachments

- 2014 Actual Expenditures by funding source
- 2016 Proposed budget by funding source
- Vehicle Inventory
- Non-Vehicle Assets

Senior Citizens and Disabled Resident Transportation Program
 Budget Analysis
 Proposed Expenditures
 County of Gloucester

	A	B	C	D	E	F	G	H	I	J	K	L	M
	County: Gloucester												
1	Actual 2014 Expenditures												
2													
3	FUNDING SOURCE	SCDRTAP	COUNTY	FTA 5311	Title III	Logistcare	Title XX						
4	Operating	Amount %	Amount %	Amount %	Amount %	Amount %	Amount %						
5	Salaries/Fringe	\$322,743.00 87%	\$688,078.00 79%	\$174,197.00 87%	\$54,731.00 100%	\$0.00 #DIV/0!	\$20,502.00 69%						
6	Licenses, Registration, Ins	\$0.00 0%	\$0.00 0%	\$0.00 0%	\$0.00 0%	\$0.00 #DIV/0!	\$0.00 0%						
7	Third Party Contract Svcs	\$450.00 0%	\$136,602.00 16%	\$0.00 0%	\$0.00 0%	\$0.00 #DIV/0!	\$0.00 0%						
8	Maintenance & Repairs	\$10,457.00 3%	\$12,011.00 1%	\$0.00 0%	\$0.00 0%	\$0.00 #DIV/0!	\$5,000.00 17%						
9	Materials Consumed	\$37,500.00 10%	\$24,599.00 3%	\$25,000.00 13%	\$0.00 0%	\$0.00 #DIV/0!	\$4,000.00 14%						
10	Training/Travel	\$520.00 0%	\$0.00 0%	\$0.00 0%	\$0.00 0%	\$0.00 #DIV/0!	\$0.00 0%						
11	Miscellaneous	\$516.00 0%	\$2,896.00 0%	\$0.00 0%	\$0.00 0%	\$0.00 #DIV/0!	\$0.00 0%						
12	Funding Source Subtotal	\$372,166.00 100%	\$944,185.00 100%	\$198,197.00 100%	\$54,731.00 100%	\$0.00 #DIV/0!	\$28,502.00 100%						
13	% Funding Source Total	4%	6%	100%	3%		4%						
14	FUNDING SOURCE	SCDRTAP	COUNTY	FTA 5311	Title III	Title XIX	Title XX						
15	Administration	Amount %	Amount %	Amount %	Amount %	Amount %	Amount %						
16	Salaries/Fringe	\$56,955.00 44%	\$143,164.00 30%	\$0.00 #DIV/0!	\$20,843.00 100%	\$0.00 #DIV/0!	\$31,231.00 100%						
17	Standard Overhead/Indirect Costs	\$71,000.00 55%	\$336,489.00 70%	\$0.00 #DIV/0!	\$0.00 0%	\$0.00 #DIV/0!	\$0.00 0%						
18	Facilities or Equipment Rental	\$0.00 0%	\$0.00 0%	\$0.00 #DIV/0!	\$0.00 0%	\$0.00 #DIV/0!	\$0.00 0%						
19	Third Party Contract Svcs	\$0.00 0%	\$0.00 0%	\$0.00 #DIV/0!	\$0.00 0%	\$0.00 #DIV/0!	\$0.00 0%						
20	Office Supplies	\$0.00 0%	\$1,346.00 0%	\$0.00 #DIV/0!	\$0.00 0%	\$0.00 #DIV/0!	\$0.00 0%						
21	Training/Travel	\$292.00 0%	\$0.00 0%	\$0.00 #DIV/0!	\$0.00 0%	\$0.00 #DIV/0!	\$0.00 0%						
22	Marketing/Advertising (non-contracted)	\$183.00 0%	\$38.00 0%	\$0.00 #DIV/0!	\$0.00 0%	\$0.00 #DIV/0!	\$0.00 0%						
23	Insurance premium or payment to a self-insurance reserve	\$0.00 0%	\$0.00 0%	\$0.00 #DIV/0!	\$0.00 0%	\$0.00 #DIV/0!	\$0.00 0%						
24	Miscellaneous	\$0.00 0%	\$0.00 0%	\$0.00 #DIV/0!	\$0.00 0%	\$0.00 #DIV/0!	\$0.00 0%						
25	Funding Source Subtotal	\$128,430.00 29%	\$491,017.00 50%	\$0.00 #DIV/0!	\$20,843.00 100%	\$0.00 #DIV/0!	\$31,231.00 100%						
26	% Funding Source Total	29%	50%	0%	27%		51%						
27	FUNDING SOURCE	SCDRTAP	COUNTY	FTA 5311	Title III	Title XIX	Title XX						
28	Capital	Amount %	Amount %	Amount %	Amount %	Amount %	Amount %						
29	Rolling Stock	\$0.00 #DIV/0!	\$0.00 #DIV/0!	\$0.00 #DIV/0!	\$0.00 #DIV/0!	\$0.00 #DIV/0!	\$0.00 #DIV/0!						
30	Radios & Communication Equipment	\$0.00 #DIV/0!	\$0.00 #DIV/0!	\$0.00 #DIV/0!	\$0.00 #DIV/0!	\$0.00 #DIV/0!	\$0.00 #DIV/0!						
31	Passenger Shelters/Bus Stop Signs	\$0.00 #DIV/0!	\$0.00 #DIV/0!	\$0.00 #DIV/0!	\$0.00 #DIV/0!	\$0.00 #DIV/0!	\$0.00 #DIV/0!						
32	Lifts or Securement Devices	\$0.00 #DIV/0!	\$0.00 #DIV/0!	\$0.00 #DIV/0!	\$0.00 #DIV/0!	\$0.00 #DIV/0!	\$0.00 #DIV/0!						
33	Vehicle Rehabilitation	\$0.00 #DIV/0!	\$0.00 #DIV/0!	\$0.00 #DIV/0!	\$0.00 #DIV/0!	\$0.00 #DIV/0!	\$0.00 #DIV/0!						
34	Computer Hardware/Software	\$0.00 #DIV/0!	\$0.00 #DIV/0!	\$0.00 #DIV/0!	\$0.00 #DIV/0!	\$0.00 #DIV/0!	\$0.00 #DIV/0!						
35	Facility	\$0.00 #DIV/0!	\$0.00 #DIV/0!	\$0.00 #DIV/0!	\$0.00 #DIV/0!	\$0.00 #DIV/0!	\$0.00 #DIV/0!						
36	Facilities or Equipment Rental	\$0.00 #DIV/0!	\$0.00 #DIV/0!	\$0.00 #DIV/0!	\$0.00 #DIV/0!	\$0.00 #DIV/0!	\$0.00 #DIV/0!						
37	Miscellaneous	\$0.00 #DIV/0!	\$0.00 #DIV/0!	\$0.00 #DIV/0!	\$0.00 #DIV/0!	\$0.00 #DIV/0!	\$0.00 #DIV/0!						
38	Funding Source Subtotal	\$0.00 #DIV/0!	\$0.00 #DIV/0!	\$0.00 #DIV/0!	\$0.00 #DIV/0!	\$0.00 #DIV/0!	\$0.00 #DIV/0!						
39	% Funding Source Total	0%	0%	0%	0%		0%						
40	Budget Totals	\$500,618.00	\$1,525,203.00	\$188,197.00	\$75,574.00	\$0.00	\$56,733.00						
41	% of Program Budget Total	16%	45%	7%	3%	0%	2%						
42	*Program match(es) of \$		provided by County										

Senior Citizens and Disabled Resident Transportation Program
 Budget Analysis
 Proposed Expenditures
 County of Gloucester

	A	N	O	P	Q	R	S	T	U	V	W	X	Y
1	County: Gloucester												
2	Actual 2014 Expenditures												
3	FUNDING SOURCE	JARC	Veterans	New Freedom	Other	Other	Other	Other	Other	Ops Budget Totals			
4	Operating	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	%
5	Salaries/Fringe	\$254,590.00	\$24,809.00	\$280,238.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,993,883.00	\$0.00	\$0.00	85%
6	Licenses, Registration, Ins	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
7	Third Party Contract Svcs	\$2,400.00	\$0.00	\$3,962.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$145,414.00	\$0.00	\$0.00	7%
8	Maintenance & Repairs	\$0.00	\$0.00	\$14,098.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,538.00	\$0.00	\$0.00	2%
9	Materials Consumed	\$20,000.00	\$2,500.00	\$19,487.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,32,988.00	\$0.00	\$0.00	6%
10	Training/Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$528.00	\$0.00	\$0.00	0%
11	Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,412.00	\$0.00	\$0.00	0%
12	Funding Source Subtotal	\$276,990.00	\$27,309.00	\$317,696.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,121,866.00	\$0.00	\$0.00	100%
13	% Funding Source Total	91%	85%	91%	0%	0%	0%	0%	0%	72%	0%	0%	
14	FUNDING SOURCE	JARC	Veterans	Other	Other	Other	Other	Other	Other	Admin Budget Totals			
15	Administration	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	%
16	Salaries/Fringe	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$251,989.00	\$0.00	\$0.00	55%
17	Standard Overhead/Indirect Costs	\$27,313.00	\$4,248.00	\$36,470.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$476,900.00	\$0.00	\$0.00	85%
18	Facilities or Equipment Rental	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
19	Third Party Contract Svcs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
20	Office Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,345.00	\$0.00	\$0.00	0%
21	Training/Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$292.00	\$0.00	\$0.00	0%
22	Marketing/Advertising (non-contracted)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$221.00	\$0.00	\$0.00	0%
23	Insurance premium or payment to a self-insurance reserve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
24	Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
25	Funding Source Subtotal	\$273,313.00	\$4,248.00	\$99,470.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$729,962.00	\$0.00	100%
26	% Funding Source Total	96%	14%	100%	0%	0%	0%	0%	0%	25%	0%	0%	
27	FUNDING SOURCE	JARC	Veterans	Other	Other	Other	Other	Other	Other	Capital Budget Totals			
28	Capital	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	%
29	Rolling Stock	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
30	Radios & Communication Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
31	Passenger Shelters/Bus Stop Signs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
32	Lifts or Securement Devices	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
33	Vehicle Rehabilitation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
34	Computer Hardware/Software	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
35	Construction or Rehab of Transit Facility	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
36	Facilities or Equipment Rental	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
37	Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
38	Funding Source Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
39	% Funding Source Total	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
40	Budget Totals	\$304,303.00	\$31,887.00	\$314,125.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,890,908.00	\$0.00	\$0.00	100%
41	% of Program Budget Total	1%	1%	1%	0%	0%	0%	0%	0%	99%	0%	0%	
42	*Program match (es) of \$												

Senior Citizens and Disabled Resident Transportation Program
 Budget Analysis
 Actual Expenditures
 County of Gloucester

County: Gloucester
 Projected 2016 Budget

FUNDING SOURCE		SCDRTAP		COUNTY		FTA 5311		S5311 Innovation		FTA S5310		Title XX	
Operating	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount
Salaries/Fringe	\$312,597.00	85%	\$889,151.00	84%	\$167,164.00	67%	\$0.00	0%	\$404,800.00	211%	\$31,231.00	78%	\$0.00
Licenses, Registration, Ins	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$20,500.00	11%	\$0.00	0%	\$0.00
Third Party Contract Svcs	\$0.00	0%	\$144,000.00	14%	\$0.00	0%	\$0.00	0%	\$17,300.00	9%	\$5,000.00	12%	\$0.00
Maintenance & Repairs	\$15,000.00	4%	\$23,000.00	2%	\$0.00	0%	\$0.00	0%	\$17,800.00	9%	\$4,000.00	10%	\$0.00
Materials Consumed	\$37,500.00	10%	\$2,800.00	0%	\$0.00	0%	\$0.00	0%	\$17,800.00	9%	\$0.00	0%	\$0.00
Training/Travel	\$1,150.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
Miscellaneous	\$1,000.00	0%	\$2,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
Funding Source Subtotal	\$367,247.00	100%	\$1,060,951.00	100%	\$192,164.00	100%	\$0.00	0%	\$460,000.00	239%	\$40,231.00	58%	\$0.00
% Funding Source Total	16%		62%		10%		0%		100%		58%		0%
FUNDING SOURCE		SCDRTAP		COUNTY		FTA 5311		S5311 Innovation		FTA S5310		Title XX	
Administration	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount
Salaries/Fringe	\$57,000.00	48%	\$214,799.00	33%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$20,502.00	100%	\$0.00
Standard Overhead/Indirect Costs	\$60,000.00	51%	\$403,805.00	62%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
Facilities or Equipment Rental	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
Third Party Contract Svcs	\$0.00	0%	\$28,700.00	4%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
Office Supplies	\$0.00	0%	\$1,150.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
Training/Travel	\$700.00	1%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
Marketing/Advertising (non-contracted)	\$250.00	0%	\$150.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
Insurance premium or payment to a self-insurance reserve	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
Miscellaneous	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
Funding Source Subtotal	\$177,950.00	100%	\$645,404.00	100%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$20,502.00	100%	\$0.00
% Funding Source Total	24%		39%		0%		0%		0%		34%		60%
FUNDING SOURCE		SCDRTAP		COUNTY		FTA 5311		S5311 Innovation		FTA S5310		Title XX	
Capital	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount
Rolling Stock	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
Radios & Communication Equipment	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
Passenger Shelters/Bus Stop Signs	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
Lifts or Securement Devices	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
Vehicle Rehabilitation	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
Computer Hardware/Software	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
Construction or Rehab of Transit Facility	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
Facilities or Equipment Rental	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
Miscellaneous	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
Funding Source Subtotal	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
% Funding Source Total	0%		0%		0%		0%		0%		0%		0%
Budget Totals	\$465,197.00		\$1,709,355.00		\$192,164.00		\$0.00		\$460,000.00		\$60,733.00		\$0.00
% of Program Budget Total	18%		54%		6%		0%		10%		14%		2%

* Program match (es) of \$ provided by County

Senior Citizens and Disabled Resident Transportation Program
 Budget Analysis
 Actual Expenditures
 County of Gloucester

County: Gloucester
 Projected 2016 Budget

FUNDING SOURCE	JARC		Veterans		Title III		Logisticare		Other		Ops Budget Totals	
	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%
Operating												
Salaries/Fringe	\$129,000.00	90%	\$23,625.00	91%	\$77,414.00	100%	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$2,054,762.00	86%
Licenses, Registration, Ins	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	0%
Third Party Contract Svcs	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$64,500.00	10%
Maintenance & Repairs	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$60,800.00	7%
Materials Consumed	\$15,000.00	10%	\$2,275.00	9%	\$0.00	0%	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$104,175.00	3%
Training/Travel	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$1,500.00	1%
Miscellaneous	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$3,000.00	0%
Funding Source Subtotal	\$144,000.00	56%	\$25,900.00	10%	\$77,414.00	100%	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$2,857,907.00	100%
% Funding Source Total	96%		85%		100%		#DIV/0!		#DIV/0!		7%	
FUNDING SOURCE	JARC		Veterans		Title III		Logisticare		Other		Admin Budget Totals	
Administration	\$0.00	0%	\$0.00	0%	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$292,301.00	36%
Salaries/Fringe	\$0.00	0%	\$0.00	0%	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$483,765.00	80%
Standard Overhead/Indirect Costs	\$16,000.00	100%	\$4,100.00	100%	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	0%
Facilities or Equipment Rental	\$0.00	0%	\$0.00	0%	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	0%
Third Party Contract Svcs	\$0.00	0%	\$0.00	0%	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$28,700.00	4%
Office Supplies	\$0.00	0%	\$0.00	0%	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$1,500.00	0%
Training/Travel	\$0.00	0%	\$0.00	0%	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$700.00	0%
Marketing/Advertising (non-contracted)	\$0.00	0%	\$0.00	0%	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$400.00	0%
Insurance premium or payment to a self-insurance reserve	\$0.00	0%	\$0.00	0%	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	0%
Miscellaneous	\$0.00	0%	\$0.00	0%	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	0%
Funding Source Subtotal	\$16,000.00	100%	\$4,100.00	100%	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$806,956.00	100%
% Funding Source Total	10%		14%		0%		#DIV/0!		#DIV/0!		25%	
FUNDING SOURCE	JARC		Veterans		Title III		Logisticare		Other		Capital Budget Totals	
Capital	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!
Rolling Stock	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!
Radios & Communication Equipment	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!
Passenger Shelters/Bus Stop Signs	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!
Lifts or Securement Devices	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!
Vehicle Rehabilitation	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!
Computer Hardware/Software	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!
Construction or Rehab of Transit Facility	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!
Facilities or Equipment Rental	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!
Miscellaneous	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!
Funding Source Subtotal	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!
% Funding Source Total	0%		0%		0%		#DIV/0!		#DIV/0!		0%	
Budget Totals	\$180,000.00		\$30,000.00		\$77,414.00		\$0.00		\$0.00		\$3,174,853.00	
% of Program Budget Total	6%		1%		2%		0%		0%		100%	
*Program match(es) of \$												



June 15, 2015

Mr. Steve Fittante, Director
NJ TRANSIT
Local Programs and Minibus Support
One Penn Plaza East, 4th Floor
Newark, New Jersey 07105-2246

Dear Mr. Fittante:

The County of Gloucester, Department of Human Services Division of Transportation, is hereby applying for a grant under Senior Citizens & Disabled Residents Transportation Assistance Program (SCDRTAP). The approval of this grant will enable transportation services to be available to the senior citizens and disabled residents in our County. County of Gloucester is requesting \$485,197 for 2016. The scheduled public hearing date is June 10, 2015. The application will be available at the following locations Budd Blvd. Office, 115 Budd Blvd., West Deptford, NJ 08096 and Gloucester County Library, 389 Wolfert Station Road, Mullica Hill, NJ 08062 by June 24, 2015.

To my knowledge, all information provided in support of this application is true and correct. If you have questions or require additional information, please contact Mark Seigel, Acting Coordinator, Division of Transportation Services (DTS) @ 856-686-8362.

As the Applicant, the County of Gloucester agrees to comply with all regulations and administrative guidance required for application to the Senior Citizens and Disabled Resident Transportation Assistance Program for the program year 2016. The Applicant affirms the truthfulness and accuracy of the information it has made in the statements submitted herein and any other submission made to NJ TRANSIT. In signing this document, I declare the foregoing information and any other statement made on behalf of the Applicant are true and correct.

Sincerely,

Robert M. Damminger, Freeholder Director

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

FREEHOLDER
Jim Jefferson



DEPARTMENT OF HUMAN
SERVICES

DIVISION OF
TRANSPORTATION
SERVICES

DIRECTOR
Lisa Cerny

ACTING COORDINATOR
Mark Seigel

115 Budd Blvd.
West Deptford, NJ 08096

Phone 856.686.8355
Fax 856.686.8361

www.gloucestercountynj.gov

New Jersey Relay Service – 711
Or Toll Free @ 1.800.852.7897

NJT ATTACHMENT M

Unexecuted Joint Application for 2016
SCDRTAP + SFY'15 + CY'16 Section
5311 - Applicant Authorizing and Supporting
Resolution

RESOLUTION AUTHORIZING THE FILING OF A JOINT APPLICATION TO NJ TRANSIT FOR SECTION 5311 RURAL TRANSPORTATION GRANT FUNDS COVERING REMAINDER OF FISCAL YEAR FY'2015 7/1/15 to 12/31/15 AND MOVING TO CALENDAR YEAR CY'2016 WITH A TOTAL AMOUNT FOR BOTH OF \$288,246.00 AND A TOTAL IN-KIND MATCH OF \$71,061.50 AND FOR THE CY2016 SENIOR CITIZEN AND DISABLED RESIDENTS TRANSPORTATION PROGRAM IN THE TOTAL AMOUNT OF \$485,197 FROM JANUARY 1, 2016 TO DECEMBER 31, 2016

WHEREAS, the SFY'2015 and CY'2016 Section 5311 Rural Transportation Grant will be used to transport transit-dependent rural residents to non-emergency medical appointments and to various facilities and to cover operational expenses incurred by the County Division of Transportation Services (DTS) Program in the provision of transportation; and

WHEREAS, the County is applying for the remainder of SFY'2015 Section 5311 Rural Transportation Grant in the total amount of \$96,082 (7-1-15 to 12-31-15); and moving to calendar year for 2016 in the amount of \$192,164 (1-1-16 to 12-31-16) that includes \$144,123 Federal, \$72,061.50 State and \$72,061.50 for a Local In-kind match, and

WHEREAS, the CY'2016 Senior Citizen and Disabled Residents Transportation Assistance Program (SCDRTAP) is through casino tax revenue available to the County DTS Program to provide demand-responsive, subscription and flexible route transportation to elderly and disabled residents and covers administrative and operational expenses incurred by the DTS Program in the provision of transportation, and

WHEREAS, the County is applying for the CY'2016 Senior Citizen and Disabled Residents Transportation Assistance Program (SCDRTAP) in the amount of \$485,197.00, from January 1, 2016 to December 31, 2016, and

WHEREAS, the application for the FY'2015 and CY'2016 Section 5311 Rural Transportation Grant and the CY'2016 Senior Citizen and Disabled Residents Transportation Assistance Program (SCDRTAP) will be submitted to NJ Transit as a joint application, and

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

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

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 any and all documents relative to the application and acceptance of the FY'2015 and CY'2016 Section 5311 Rural Transportation Grant, in the total amount of \$288,246; Federal \$144,123.00, State \$72,061.50 and Local In-Kind match \$72,061.50 for the period of July 1, 2015 to December 31, 2016 AND the CY'2016 Senior Citizen and Disabled Residents Transportation Assistance Program (SCDRTAP) in the total amount of \$485,197, from January 1, 2016 to December 31, 2016 from NJ Transit.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, July 8, 2015, at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

NJT ATTACHMENT N

Opinion of Council – Section 5311



BOARD OF
CHOSEN FREEHOLDERS
COUNTY OF GLOUCESTER

June 16, 2015

FREEHOLDER DIRECTOR
Robert M. Damming

County of Gloucester
Attn: Mr. Mark Seigel
Division of Transportation Services
115 Budd Boulevard
West Deptford, NJ 08096

COUNTY COUNSEL
Matthew P. Lyons

Phone: 856.384.6899
Fax: 856.384.6894

FIRST ASSISTANT
COUNTY COUNSEL
Thomas G. Campo

Phone: 856.384.6943
Fax: 856.384.6894



countyounsel@co.gloucester.nj.us

ASSISTANT
COUNTY COUNSEL
Anthony J. Fiola

Phone: 856.384.6942
Fax: 856.384.6894

ASSISTANT
COUNTY COUNSEL
Emmett E. Primas, Jr.

Phone: 856.384.6884
Fax: 856.384.6894

ASSISTANT
COUNTY COUNSEL
Lynn A. McClintock

Phone: 856.384.6890
Fax: 856.384.6894

2 South Broad,
2nd Floor
Woodbury, NJ 08096

New Jersey Relay Service – 711

Dear Mr. Seigel,

This communication will serve as the requisite opinion of counsel to be filed with NJ TRANSIT in connection with the application of County of Gloucester for financial assistance pursuant to the provisions of Section 5311 of the Federal Transit Act, as amended for administration, capital, and operating assistance project(s). The legal authority for County of Gloucester, Division of Transportation Services, ability to carry out administration, capital and/or operating assistance projects directly, by lease, contract, or otherwise is set forth below:

1. County of Gloucester, Division of Transportation Services, is authorized by the Gloucester County Board of Chosen Freeholders to provide and assist public transportation by acquisition, construction and operation of existing or additional transit facilities. This assistance may be provided directly by the Gloucester County Division of Transportation, under the Department of Human Services, or by agreements with other parties.
2. The authority of County of Gloucester to provide funds for the local share of the project is set forth in a Resolution passed by County Board of Chosen Freeholders, and under N.J.S.A. 40:9-C-1 et seq. and N.J.S.A. 23-5.3.
3. I have reviewed the pertinent Federal, State, and local laws, and I am of the opinion that there is no legal impediment to Gloucester County making applications for **Section 5311 assistance**. Furthermore, as a result of my examination, I find that there is no pending or threatened litigation or other action which I am aware of, which might in any way adversely affect the proposed project in the program or the ability of County of Gloucester, to carry out such projects in the program.

Sincerely,

Thomas G. Campo
First Assistant County Counsel

TGC/kad

NJT ATTACHMENT R

5333(b) Certification Letter



June 15, 2015

Mr. Steve Fittante, Director
NJ TRANSIT
Local Programs and Minibus Support
One Penn Plaza East, 4th Floor
Newark, New Jersey 07105-2246

Dear Mr. Fittante:

The County of Gloucester, Department of Human Services Division of Transportation, has made application to NJ TRANSIT and the Federal Transit Administration pursuant to Section 5311 of the Federal Transit Act, as amended for a mass transportation grant to assist in the reimbursement of operating and/or non-operating expenses for the period July 1, 2015 to December 31, 2016.

The Department of Human Services Division of Transportation agrees that, in absence of a waiver by the Department of Labor, the terms and conditions of the Special Section 5333(b) Warranty shall apply for the protection of the employees of any employer providing transportation service assisted by the Project, and the employees of any other surface public transportation providers which are eligible recipients, in the transportation service area of the Project. The Warranty arrangement shall be made part of the contract of assistance and shall be binding and enforceable by and upon the parties thereto, by any covered employee or his representative.

Additionally, pursuant to Section (A) of the Special Section 5333(b) Warranty, included with this submission is a listing of all transportation providers in the geographic area of our project and any labor organizations representing the employees of such providers.

Sincerely,

Robert M. Damminger, Freeholder Director

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

FREEHOLDER
Jim Jefferson



DEPARTMENT OF HUMAN
SERVICES

DIVISION OF
TRANSPORTATION
SERVICES

DIRECTOR
Lisa Cerny

ACTING COORDINATOR
Mark Seigel

115 Budd Blvd.
West Deptford, NJ 08096

Phone 856.686.8355
Fax 856.686.8361

www.gloucestercountynj.gov

New Jersey Relay Service - 711
Or Toll Free @ 1.800.852.7897

NJT ATTACHMENT S

Required S5311 Grant Application Letter

- SFY'15 + CY'16 Funding



June 15, 2015

Mr. Steve Fittante, Director
 NJ TRANSIT
 Local Programs and Minibus Support
 One Penn Plaza East, 4th Floor
 Newark, New Jersey 07105-2246

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

FREEHOLDER
Jim Jefferson



DEPARTMENT OF HUMAN
 SERVICES

DIVISION OF
 TRANSPORTATION
 SERVICES

DIRECTOR
Lisa Cerny

ACTING COORDINATOR
Mark Seigel

115 Budd Blvd.
 West Deptford, NJ 08096

Phone 856.686.8355
 Fax 856.686.8361

www.gloucestercountynj.gov

New Jersey Relay Service – 711
 Or Toll Free @ 1.800.852.7897

Dear Mr. Fittante:

The County of Gloucester, Department of Human Services Division of Transportation, is hereby applying for a grant under FTA Section 5311 of the Federal Transit Act, as amended. The approval of this grant will enable transportation services to be available to the small urban and rural residents of our service area.

The Department of Human Services Division of Transportation is requesting Non-Operating and/or Operating Assistance for the period July 1, 2015 – December 31, 2016. The total amount of federal and state funds requested is as follows:

SFY' July 2015- December 2016 NEW ALLOCATION

	<u>OPERATING</u>	<u>NON-OPERATING</u>
FTA Section 5311 Funds:	<u>\$48,041.00</u>	<u>None</u>
State match funds:	<u>\$24,020.50</u>	<u></u>
Local match funds:	<u>\$24,020.50</u>	<u></u>
Total:	<u>\$96,082.00</u>	<u></u>

CY' January 2016- December 2016 (Operating only)

	<u>OPERATING</u>	<u>NON-OPERATING</u>
FTA Section 5311 Funds:	<u>\$96,082.00</u>	<u>None</u>
State match funds:	<u>\$48,041.50</u>	<u></u>
Local match funds:	<u>\$48,041.50</u>	<u></u>
Total:	<u>\$192,164.00</u>	<u></u>

To my knowledge, all information provided in support of this application is true and correct. If you have questions or require additional information, contact Mr. Mark Seigel, Acting Coordinator of Division of Transportation Services, at 856-686-8362.

Sincerely,

Robert M. Damming, Freeholder Director

NJT ATTACHMENT T

➤ **Draft Resolution**

RESOLUTION AUTHORIZING THE FILING OF A JOINT APPLICATION TO NJ TRANSIT FOR SECTION 5311 RURAL TRANSPORTATION GRANT FUNDS COVERING REMAINDER OF FISCAL YEAR FY'2015 7/1/15 to 12/31/15 AND MOVING TO CALENDAR YEAR CY'2016 WITH A TOTAL AMOUNT FOR BOTH OF \$288,246.00 AND A TOTAL IN-KIND MATCH OF \$71,061.50 AND FOR THE CY2016 SENIOR CITIZEN AND DISABLED RESIDENTS TRANSPORTATION PROGRAM IN THE TOTAL AMOUNT OF \$485,197 FROM JANUARY 1, 2016 TO DECEMBER 31, 2016

WHEREAS, the SFY'2015 and CY'2016 Section 5311 Rural Transportation Grant will be used to transport transit-dependent rural residents to non-emergency medical appointments and to various facilities and to cover operational expenses incurred by the County Division of Transportation Services (DTS) Program in the provision of transportation; and

WHEREAS, the County is applying for the remainder of SFY'2015 Section 5311 Rural Transportation Grant in the total amount of \$96,082 (7-1-15 to 12-31-15); and moving to calendar year for 2016 in the amount of \$192,164 (1-1-16 to 12-31-16) that includes \$144,123 Federal, \$72,061.50 State and \$72,061.50 for a Local In-kind match, and

WHEREAS, the CY'2016 Senior Citizen and Disabled Residents Transportation Assistance Program (SCDRTAP) is through casino tax revenue available to the County DTS Program to provide demand-responsive, subscription and flexible route transportation to elderly and disabled residents and covers administrative and operational expenses incurred by the DTS Program in the provision of transportation, and

WHEREAS, the County is applying for the CY'2016 Senior Citizen and Disabled Residents Transportation Assistance Program (SCDRTAP) in the amount of \$485,197.00, from January 1, 2016 to December 31, 2016, and

WHEREAS, the application for the FY'2015 and CY'2016 Section 5311 Rural Transportation Grant and the CY'2016 Senior Citizen and Disabled Residents Transportation Assistance Program (SCDRTAP) will be submitted to NJ Transit as a joint application, and

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

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

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 any and all documents relative to the application and acceptance of the FY'2015 and CY'2016 Section 5311 Rural Transportation Grant, in the total amount of \$288,246; Federal \$144,123.00, State \$72,061.50 and Local In-Kind match \$72,061.50 for the period of July 1, 2015 to December 31, 2016 AND the CY'2016 Senior Citizen and Disabled Residents Transportation Assistance Program (SCDRTAP) in the total amount of \$485,197, from January 1, 2016 to December 31, 2016 from NJ Transit.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, July 8, 2015, at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

62

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: 06/15/15

1. TYPE OF GRANT
NEW GRANT
 RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER 462

2. GRANT TITLE: SFY'2015+CY'2016 Section 5311 Rural Transportation

3. GRANT TERM: FROM: 07/01/15 TO: 12/31/16

4. COUNTY DEPARTMENT: Human Services - DTS

5. DEPT. CONTACT PERSON & PHONE NO. Mark Seigel, 856-686-8355

6. NAME OF FUNDING AGENCY: NJ Transit

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): DTS uses these funds to transport transit-dependent rural residents to non-emergency medical appointments and to various shopping facilities. Grant covers administrative and operational expenses incurred by the DTS Program in the provision of transportation.

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

NAME	AMOUNT	NAME	AMOUNT
<u>See attached Personnel listing</u>			

9. TOTAL SALARY CHARGED TO GRANT \$ 120,500.00

10. INDIRECT COST (IC) RATE N/A Admin. N/A Operations

11. IC CHARGED TO GRANT \$ N/A

12. FRINGE BENEFIT RATE CHARGED TO GRANT 59.21% with health benefits
22.54% no health benefits

62

BUDGET AMENDMENT FORM

INCLUDE GRANT AGREEMENT AND/OR COMMITMENT LETTER, ATTACH (AMENDED) BUDGET PAGE WITH COUNTY BUDGET EXPENDITURE EXPLANATIONS (C-2 FORM) AND CODE NUMBER (PER BUDGET MANUAL).

DATE: 06/15/15

1. GRANT TITLE: SFY'15+CY'16 Section 5311 Rural Transportation

2. DEPARTMENT: Human Services

3. GRANT ID NUMBER: STATE: _____

FEDERAL: SFY'15+CY'16 Rural Transportation

4. FUNDING AGENCY CONTACT PERSON: Lisa Tulley

5. FUNDING AGENCY PHONE NUMBER: 973-491-8397

6. GRANT AMOUNT: \$216,184.50

7. A. CASH MATCH AMOUNT: -

B. IN-KIND MATCH AMOUNT: \$72,061.50

C. MODIFICATION AMOUNT: -

D. NEW TOTAL: \$288,246.00

8. CONTRACT PERIOD: FROM: 07/01/2015 TO 12/31/2016

9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE: _____

REIMBURSEMENT: MONTHLY: X

QUARTERLY: _____

END OF CONTRACT: _____

OTHER (EXPLAIN): _____

10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES X NO _____
ARE THEY MONTHLY X QUARTERLY _____ END OF CONTRACT _____

LIST DATES REPORTS ARE DUE:

08/20/15, 9/20/15, 10/20/15, 11/20/15,
12/20/15, 1/20/16, 02/20/16, 03/20/16,
04/20/16, 5/20/16, 06/20/16, 07/20/16, etc.



May 14, 2015

Mr. Mark Seigel
Gloucester County Division of Transportation
115 Budd Boulevard
West Deptford, NJ 08096

RE: Gloucester 2016 Combined SCDRTAP/5311 Application

Dear Mr. Seigel:

I am pleased to forward to your attention the combined Senior Citizens and Disabled Residents Transportation Assistance Program (SCDRTAP) 2016 and FY 2016 FTA Small Urban and Rural Area Public Transportation (Section 5311) application. If you are not an eligible subrecipient of both programs you need only complete the portions of the application that pertain to the grant program for which you are applying.

- FY January 1, 2016 – December 31, 2016, your SCDRTAP allocation is **\$485,197.00**.
- FY July 1, 2015 – December 31, 2016, your Section 5311 FTA allocation is **\$288,246.00**

I want to call your attention to the following sections that have revisions:

- All applicable Policies and Procedures described on table 4 must be submitted this year
- We added an Americans with Disabilities Service Requirement on page 10 to be completed by all subrecipients
- Table 5 listing of all formal and informal coordination agreements and services provided
- Table 6 listing of all agencies that you provide service to that that generate revenue
- Table 7 Route Deviation table – listing of all routes by name and additional data
- Table 8 Alternative Revenue generated by source
- Revised Vehicle Inventory (combined 5311 and SCDRTAP) requirements
- Non-Vehicle Inventory – attached spreadsheet showing items purchased with either SCDRTAP or 5311 funding
- Revised excel budget pages to include all projected revenue including from alternative sources such as service contracts fares, advertising and donations
- In Section VII-Addendum A and C Listing of Operators and Unions only put changes or deletions that differ from the attached Addendums. (Do not make the actual changes on the Addendum C Excel Spreadsheet). Since 2010 the Department of Labor contacts the unions via email to verify information so please be accurate and complete.

Please note that at the SCDRTAP application public hearing, at a minimum you are only required to have copies of a summary of proposed activities and a proposed budget not the full application. This ensures that the public will be better able to comment on your proposal. This information should also be read into the record during the hearing. You are also encouraged to arrange for a court stenographer to provide a transcript of the public hearing.

One (1) copy of the **application is to be returned to NJ TRANSIT by June 30, 2015**. This year you must also transmit an electronic application to NJ TRANSIT. A fully executed contract for each eligible grant will be returned to you only after NJ TRANSIT has received your fully completed application.

Contact your assigned Local Programs staff if you have any questions concerning the application. Thank you for your continued dedication to the provision of service that you provide. Your services create a vital link in your community and help provide independence and safe travel to New Jersey's residents.

Sincerely,

Janelle Rivera

Janelle Rivera, Manager, Local Programs

Cc. S. Fittante, Director, Local Programs and Minibus Support
Lisa Tulley, Regional Program Administrator



March 31, 2015

Mr. Mark Seigel
Gloucester County Division of Transportation
115 Budd Blvd.
West Deptford, NJ 08096

RE: Gloucester County 2016 SCDRTAP Allocation

Dear Mr. Mark Seigel:

I am pleased to forward to your attention the Senior Citizens and Disabled Residents Transportation Assistance Program FY'2016 allocation for funding. Your county allocation as determined by formula is **\$485,197**. It is our intention to distribute the Applications in the next week or two; however, I felt it was important for you to receive your proposed allocation so that you can begin the budget preparation process.

NJ TRANSIT recognizes that the last couple of years have been financially challenging to your service. As a result of the influx of funds from internet gaming, you will see a slight increase in your allocation from last year. However, we must be realistic about the possibility of continued reductions and plan accordingly.

NJ TRANSIT thanks you for your continued efforts and we look forward to working together with you in the year ahead.

Sincerely,

Steven R. Fittante

Steven R. Fittante
Director, Local Programs and Minibus Support



RE: Gloucester County 2016 5311 Proposed Budget

April 6, 2015

Mr. Mark Seigel
Gloucester County Division of Transportation
115 Budd Blvd.
West Deptford, NJ 08096

Dear Mr. Mark Seigel:

Attached is the Section 5311 2015-2016 budget allocation (July 1, 2015 - December 31, 2016) form. Please note on this year's form we have broken down the allocations into two sections. The first allocation represents a six (6) month period from July 1, 2015 to December 31, 2015. The second allocation begins January 1, 2016 to December 31, 2016 moving the S5311 grant to a calendar year.

Please complete the attached and return to our office no later than **Friday, April 10, 2015**. Be mindful of the return date as we need the final numbers to request the State match at our next NJ TRANSIT Executive Board meeting.

We expect to send out the Section 5311 2015-2016 application shortly. This application will cover both allocation periods above. If you have questions about the attached, please call Mrs. Isabel Hernandez at 973-491-7456.

Sincerely,

Steven Fittante

Steve Fittante
Director, Local Programs and Minibus Support

**2016 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS - SECTION 5311**

470	FUEL + OIL - Reimbursement to County Fleet Management for fuel and oil used by the DTS Program.	\$25,000.00
994	FRINGE BENEFITS - Salary-related charges for payment of various contributory taxes, pension, etc.	\$46,664.00
TOTAL		\$71,664.00

Form C-2

Department Code 3302

Submission Date 06/11/15

Department - Human Services (DTS) Revision Date

2016 RURAL GRANT (SECTION 5311)
TRANSPORTATION GRANT - BUDGET PAGE

101	SALARIES & WAGES	\$120,500.00
470	FUEL & OIL	\$25,000.00
994	FRINGE BENEFITS	\$46,664.00
TOTAL		\$192,164.00

\$167,164.00 salary and fringe
\$13,930.33
monthly

6-3

RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY AND ATLANTIC CITY FOR THE PROVISION OF A HEALTH OFFICER FROM JULY 1, 2015 TO DECEMBER 31, 2016

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester recognizes the essential benefit of sharing services among other governmental entities and sharing services presents an opportunity to increase efficiencies and reduce costs and Gloucester County has personnel with expertise that could be effectively be shared with other governmental entities; and

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

WHEREAS, Gloucester County ("County") and Atlantic City ("City") wish to enter into such a Shared Services Agreement for the provision of a Health Officer to provide services to the Atlantic City Department of Health; and

WHEREAS, City shall pay County \$2,470.00 a month until December 31, 2015, therefore a Certificate of Availability of Funds has not been issued.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board are hereby authorized to enter into a Shared Services Agreement with Atlantic City for the provision of a Health Officer from July 1, 2015 to December 31, 2016; and

BE IT FURTHER RESOLVED, that the Administrator of the County of Gloucester and the Gloucester County Counsel are hereby authorized to negotiate the final terms of the Agreement authorized by this Resolution, provided that the Agreement in final form is in substantially the same form as approved by this Resolution. As the Appointing Authority, the County Administrator is authorized and directed to undertake all actions necessary to effectuate the provisions of this Shared Services Agreement; and

BE IT FURTHER RESOLVED that the Director of the Board is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to the Shared Services Agreement for the aforementioned purpose.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, July 8, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

SHARED SERVICES AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

ATLANTIC CITY, NEW JERSEY

FOR THE PROVISION OF HEALTH OFFICER SERVICES

FOR THE PERIOD BEGINNING JULY 1, 2015 AND CONCLUDING DECEMBER 31, 2016

Dated: July 1, 2015

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT ("Shared Services Agreement"), is effective this 1st day of July, 2015, and is made by and between the County of Gloucester, a body politic and corporate of the State of New Jersey ("County"), and Atlantic City, a body politic and corporate of the State of New Jersey ("City").

RECITALS

WHEREAS, the County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at 2 South Broad Street, Woodbury, NJ 08096; and

WHEREAS, Atlantic City ("City") is a body politic and corporate of the State of New Jersey with main offices located at 1301 Bacharach Blvd., Atlantic City, NJ 08401; and

WHEREAS, County and City would like to enter into a Shared Services Agreement for the provision by County of Health Officer services on behalf of City; and

WHEREAS, County and City wish to enter into a Shared Services Agreement providing for similar services to be provided and further providing for certain terms and conditions to the performance by County and City; and

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

WHEREAS, N.J.S.A. 26:1A-1, et seq. authorizes the maintenance and administration of the Public Health Officer on a cooperative basis.

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

AGREEMENT

A. DESCRIPTION OF THE PROJECT.

The Project for purposes of this Agreement shall consist of the maintenance and administration of a duly licensed Health Officer, on a cooperative basis by County and City, to carry out within the jurisdiction of City, a program to meet "Public health Practice Standards for Local Boards of Health in New Jersey", pursuant to New Jersey Administrative Code, Title 8, Chapter 52 as prescribed by the Public Health Council of the New Jersey Department of Health & Senior Services under the authority of N.J.S.A. 26: 1A-1, et seq. . The parties acknowledge that County will also enter into a separate Shared Services Agreement made by and between County and City for the provision of similar services.

B. DESCRIPTION OF SERVICES.

1. County shall provide a Health Officer, and City shall designate the County Health Officer of Gloucester, as its Health Officer. The said Health Officer shall be the enforcement agent of City for its Ordinances, Sanitary laws of the State of New Jersey and Environmental Laws of the State of New Jersey. The Health Officer shall report to the Director of Health in County and City. The Director of Health will be responsible for policy, programs, administration, budgeting and staff.
2. City shall pay County a negotiated annual amount for Health Officer services, including salary and benefit costs for the County Health Officer on a quarterly basis. County will bill City quarterly for the Health Officer's services. Future pay increases, benefit costs and other benefits (i.e.: vacation, sick time and administrative leave) will be determined by County with notice to City. Actual benefit costs will vary from year to year and costs will be shared between County and City on an equal basis.
3. The Health Officer shall possess a New Jersey License, and shall be available twenty-four (24) hours per day, seven (7) days a week as needed by City.
4. City shall be an applicant and recipient, as requested by the State of New Jersey, of any State Aid or other resources to which City has entitlement. The Health Officer in conjunction with the Director is to provide approval and oversight of all state grants and funds.
5. County shall provide the services of the Health Officer specified herein from July 1, 2015 to December 31, 2016.
6. City shall provide an office for the exclusive use of the Health Officer.
7. City shall exercise its power to pass, alter, or amend its health ordinances by adopting those codes, rules or regulations required to meet Public Health Practice Standards designated by the New Jersey Public Health Council of the New Jersey Department of Health & Senior Services. Such ordinances shall remain in effect during the period of this contract.
8. Under this contract, the Health Officer of Gloucester County, is the general agent of City, and such agent shall have full powers of performance and maintenance of the services contracted for and authority to undertake any ancillary operation reasonably necessary to carry out the duties, of Health Officer, including all powers of enforcement and administrative regulation which are or may be exercised by City, except as such powers are limited by the terms of this contract itself, and except that no contracting party shall be liable for any part or share of the cost of acquiring, constructing, or maintaining any capital facility acquired or constructed by an agent party unless such part or share is provided for in this contract or in an amendment thereto which shall have been satisfied by the parties hereto in the manner provided in N.J.S.A. 40:8 A-1, et seq., for entering into a contract.

9. County and City presently maintain separate health staff to meet all statutory and regulatory obligations for the operation of the office. The Health Officer will coordinate required program activities with each jurisdiction and their respective employees. Each County shall maintain an annual operational budget, approved by each jurisdiction's Board of Chosen Freeholders to maintain respective operations.
10. In order to monitor the terms of this agreement, retain oversight of all Health requirements and activities, facilitate solutions of common problems and to explore other possible shared services relating to Health Department activities, the Health Officer will meet with designated representatives of County and City to ensure continuity of operations exist, various needs are met, and future needs and recommendations are considered, at least once a year. Minutes shall be taken and recorded.
11. This contract is to be approved by the adoption of a resolution by City and a Resolution by County pursuant to the Shared Services Act, (N.J.S.A. 40:8A-1, et seq.).

C. CITY OBLIGATIONS.

1. City shall pay County \$2,470.00 a month until December 31, 2015. There will be a 2% increase beginning January 1, 2016 and concluding December 31, 2016.
2. In addition to the compensation described in paragraph C. 1, above, City shall reimburse County for any portion of any demonstrable increase in insurance premiums, which might avail. The amount of the payment requested in the form of reimbursement shall be calculated by County and provided to City with appropriate supporting documentation. City will make payment of the reimbursement amount within ninety (90) days of receipt of the documentation.
3. Nothing contained herein shall be construed as altering in any way the legal obligation of City, law enforcement agencies and personnel to respond appropriately in all cases occurring in and/or involving City. In the event that any claim shall be brought against the Health Officer from matters occurring in City, then City shall be responsible for providing legal advice and any necessary defense and/or indemnification required.

D. TERM.

This Agreement shall commence on July 1, 2015 and conclude December 31, 2016. Either party may terminate this agreement upon one hundred and twenty (120) days written notice to the other.

E. INSURANCE AND INDEMNIFICATION.

County and City shall each maintain policies of liability insurance providing coverage for claims against the Health Officer. County's policy shall name City as an additional insured; City's policy shall name Gloucester County as an additional insured.

Each County shall defend, indemnify and hold harmless the other, its officers, agents and employees from any and all claims, suits, actions, damages or costs of any nature whatsoever whether for personal injury, property damage or other liability arising out of or in response of the Health Officer's actions.

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

No provision of this Agreement shall be deemed to relieve any insurance company which has issued a policy of insurance of its obligation to defend County, City and any other insured party which may be named in such policy or insurance in connection with any claims, suits or actions which are covered by the terms of such policy.

County and City agree as follows:

- (i) County shall give an authorized City representative prompt written notice of the filing of each such claim and the institution of each such suit or action, and City shall give an authorized County representative prompt written notice of the filing of each such claim and the institution of each such suit or action;
- (ii) County shall not, without the prior written consent of City, adjust, settle or compromise any such claim, suit or action with respect to the Office, and City shall not, without the prior written consent of County, adjust, settle or compromise any such claim, suit or action with respect to the Office.

F. REPORT OF SERVICES.

Upon request, the Health Officer shall provide a written report every six (6) months detailing the activities and services performed for City. Said report shall be provided to City in a timely fashion, at the address specified herein.

G. LIMITATION OF DELEGATION.

To the extent that this Agreement constitutes a delegation of authority by County to City, this Agreement shall not be construed to delegate any authority other than the authority to conduct the operation and activities related to a New Jersey State licensed Health Officer on a cooperative basis.

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

- H. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.** In the event that any agreement which is contained in this Shared Services Agreement should be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.
- I. NO PERSONAL LIABILITY.** No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of either County, in his or her individual capacity, and neither the officers, agents or employees of either County nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.
- J. MISCELLANEOUS.**
1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
 2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon County, City 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. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
 5. **Further Assurances and Corrective Instruments.** City and 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 Office or to correct any inconsistent or ambiguous term hereof.
 6. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.

- 7. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
 - 8. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.
- K. EFFECTIVE DATE.** This Agreement shall be deemed to be effective as of July 1, 2015, which date shall be considered the commencement date of this Agreement.

ATTEST:

COUNTY OF GLOUCESTER

CHAD M. BRUNER,
ADMINISTRATOR/CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ATLANTIC CITY

RHONDA WILLIAMS, CITY
CLERK

ARCH LISTON, BUSINESS
ADMINISTRATOR