

AGENDA

7:00 p.m. Wednesday, September 2, 2015

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular meeting minutes and closed session minutes from September 2, 2015.

P-1 Proclamation to Honor the West Deptford Boys U-13 Little League, 2015 Intermediate 50-70 New Jersey Champions (Chila) (to be presented)

P-2 Proclamation in Recognition of Elizabeth Culver on Achieving her Gold Scout Gold Award, the highest award offered by the Girl Scouts of America (Chila) (previously presented)

P-3 Proclamation in Recognition of Katherine McFetridge on her outstanding athletic accomplishments (Chila) (previously presented)

P-4 Proclamation in Honor of Newton W. Weiss on the occasion of his 90th Birthday (Chila) (previously presented)

P-5 Proclamation to recognize Praveen Vulimiri for earning the "Rank of Eagle Scout" the highest award offered by the Boys Scouts of America (Chila) (previously presented)

P-6 Proclamation honoring Duffield's Farm Market in recognition of their 50th Anniversary (DiMarco) (to be presented at a later date)

P-7 Proclamation honoring AT&T for the "It Can Wait Pledge Day in Gloucester County- September 19, 2015" (Simmons) (to be presented at a later date)

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 WORKERS' COMPENSATION CLAIM CAPTIONED MICHAEL MCLAUGHLIN V. GLOUCESTER COUNTY, C.P. NO. 2006-30965.

The general nature of the subject to be discussed at the closed meeting of September 16, 2015, shall be the possible settlement of the above workers' compensation matter. The Petitioner, Michael McLaughlin is represented by Herbert J. Stayton, Jr., Esquire.

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.

- COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) - \$1,214,297.00 - Funding from this grant helps support various municipal infrastructure projects, local public service programs, and helps facilitate various affordable housing programs.
- HOME INVESTMENT PARTNERSHIP PROGRAM - \$438,290.00 - These funds are used to help provide affordable housing through housing rehabilitation homebuyer assistance and rental assistance.

A-3 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF SEPTEMBER 2015.

The Treasurer of Gloucester County submits the bill list for September for Freeholder approval, including ratification of payments made to cover emergency payments made by the Division of Social Services. Upon approval, the Treasurer is then authorized to render payment to vendors appearing on the list. Checks will be mailed September 17, 2015.

A-4 RESOLUTION APPOINTING TRACEY GIORDANO AS CHIEF FINANCIAL OFFICER AND TREASURER.

This Resolution appoints Tracey Giordano as Chief Financial Officer. N.J.S.A. 40A:9-28.4a, requires that in every County there shall be a Chief Financial Officer appointed. This Resolution also appoints Tracey Giordano as Treasurer for the County from October 1, 2015 to September 30, 2018 in accordance with N.J.S.A. 40A:9-27 which provides for the appointment of a Treasurer for the County for a term of three (3) years.

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

This Resolution authorizes settlement of Lowe's Home Centers, LLC #751 v. Washington Township, Docket Numbers 004093-2014, 004513-2015, represented by Brian A. Fowler, Esquire filed state tax appeals contesting the assessment on the subject property known as Block 115.02, Lot 18; and the

parties, through legal counsel and assessors and/or certified real estate appraisers engaged by the tax payer and the County, have reached a negotiated 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 RELEASING THE COUNTY FROM BUS USE AGREEMENT WITH WOODBURY HEIGHTS.

Previously, the County and Woodbury Heights entered into a bus use agreement. Woodbury Heights desires to dispose the bus (VIN#4UZAABW12CK01966) and the County desires to be released from the Bus Use Agreement.

DEPARTMENT OF PUBLIC SAFETY,
VETERANS AFFAIRS & ELECTIONS

FREEHOLDER CHILA
FREEHOLDER SIMMONS

DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS

FREEHOLDER SIMMONS
FREEHOLDER CHRISTY

C-1 RESOLUTION AUTHORIZING A CONTRACT WITH OCEANPORT, LLC FROM NOVEMBER 1, 2015 TO OCTOBER 31, 2016 IN AN AMOUNT NOT TO EXCEED \$1,500,000.00.

This Resolution authorizes the award of a contract to Oceanport, LLC for the supply and delivery of rock salt at \$59.73 per ton, as per County Bid PD 015-036. The contract will be open-ended, and the term of same will be for one (1) year from November 1, 2015 to October 31, 2016 for an amount not to exceed \$1,500,000.00. The County has a need to purchase rock salt for use throughout the County roadway system for deicing. Through this contract, municipalities and schools may also purchase rock salt, realizing a budgetary savings and insuring availability of salt when it is needed.

C-2 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER DECREASE #01-FINAL WITH L. C. EQUIPMENT, LLC BY \$1,069.37.

This Resolution authorizes and approves a Contract Change Order Decrease #01-Final in the amount of \$1,069.37 between the County and L.C. Equipment, LLC (394 Rt. 49/PO Box 595, Tuckahoe, New Jersey 08250). Contract Change Order Decrease #01-Final is necessitated by and based on final as-built quantities for the project. The overall change order results in a project cost decrease, resulting in a new total contract amount of \$124,480.63, for the Engineering Project "Various Traffic Signing Throughout the County of Gloucester in Various Municipalities in Gloucester County New Jersey," Engineering Project #13-16SA..

C-3 RESOLUTION AUTHORIZING A CONTRACT WITH TECHNA-PRO ELECTRIC, LLC FROM SEPTEMBER 16, 2015 TO SEPTEMBER 15, 2016 IN AN AMOUNT NOT TO EXCEED \$214,450.00.

This Resolution authorizes a contract with Techna-Pro Electric, LLC, (100 Pike Road, Bldg. B, Mount Laurel, New Jersey 08054) for on-call emergency traffic signal repairs, which is known as the "2015-16 Gloucester County Traffic Signal Maintenance Project," Engineering Project #15-07 (hereinafter the "Project"), for an amount not to exceed \$214,450.00. This contract is proposed to be awarded based upon bids that were publicly received and opened by the County for the Project on Tuesday, September 1, 2015. Techna-Pro Electric, LLC has been determined to be the lowest responsive and responsible bidder for the Project. This Project consists of providing traffic signal maintenance on an as-needed basis for the County to supplement existing in-house forces. The contract shall be in effect for a period of one (1) year from September 16, 2015 to September 15, 2016.

C-4 RESOLUTION AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS RELATED TO THE FORMAL APPLICATION FOR THE USDA HOUSING PRESERVATION GRANT PROGRAM IN THE AMENDED AMOUNT OF \$25,000.00.

This Resolution authorizes a revised Grant Application to the USDA for a Housing Preservation Grant in the total amount of \$25,000.00, from October 1, 2015 to September 30, 2017. The original Resolution passed on July 8, 2015, authorized a pre-application for \$50,000.00. The USDA through its Notice of Pre-Application Review Action has set forth the grant amount as \$25,000.00, thus requiring an amended formal application to be submitted. The funding will be utilized for owner occupied rehabilitation activities that benefit individuals/households with incomes below 50% of the area median income. The Department of Public Works, Planning Division is requesting \$25,000.00 of this grant. This grant will go towards project implementation which will include rehabilitation activities consistent with HUD's Housing Quality Standards.

C-5 RESOLUTION AUTHORIZING THE EXECUTION OF HUD FORM 7015.15 FOR THE CDBG AND HOME PROGRAMS.

The Department of Public Works-Planning Division recommends adoption of a resolution authorizing the execution of HUD Forms 7015.15 entitled "Request for Release of Funds and Certification" and any other related documents relevant to the release of funding for CDBG and HOME activities related to the Owner Occupied Rehabilitation Program and the HOME funded Community Housing Development Organization activity to be undertaken by Habitat for Humanity for FY 2015 Annual Action Plan.

C-6 RESOLUTION AUTHORIZING A CONTRACT WITH MASER CONSULTING, P.A. FROM SEPTEMBER 1, 2015 TO AUGUST 31, 2016 IN AN AMOUNT NOT TO EXCEED \$50,000.00.

This Resolution awards a Professional Services Contract to Maser Consulting, P.A. (156 Stagecoach Road, Marmora, New Jersey 08223), for Inspection/Engineering Services to the Gloucester County Owner-Occupied Rehabilitation Program as per RFP 015-031. Maser Consulting, P.A. will provide and make available to the Department of Public Works-Planning Division site inspections, work write-ups in bid spec format, photos and construction administration. The Owner Occupied Rehabilitation Program provides direct financial assistance to low and moderate income households for housing rehabilitation. The Professional Services Contract will be in an amount not to exceed \$50,000.00 from September 1, 2015 to August 31, 2016. This is a grant funded program.

C-7 RESOLUTION AUTHORIZING A CONTRACT WITH TRIAD ASSOCIATES, INC., FROM SEPTEMBER 1, 2015 TO AUGUST 31, 2016 IN AN AMOUNT NOT TO EXCEED \$115,000.00.

This Resolution awards a Professional Services Contract to Triad Associates, Inc., (1301 W. Forest Grove Road, Vineland, New Jersey 08360) for Planning Consultant Services and Project Implementation Manager to the Gloucester County Community Development Block Grant (CDBG) and HOME Investment Partnership Programs as per RFP 015-030 from September 1, 2015 to August 31, 2016, in an amount not to exceed \$115,000.00. This is a grant funded program.

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

F-1 RESOLUTION ACCEPTING BEQUEST OF \$78,184.90 TO THE COUNTY ANIMAL SHELTER FROM the Estate of RONALD J. POOLE.

This Resolution authorizes the County's acceptance of the referenced bequest as initial distribution from liquidation of decedent's investment account bequeathed to the Animal Shelter. There will be final distribution from this account to the County upon finalization of expenses and payment of taxes associated with Mr. Poole's estate.

F-2 RESOLUTION AUTHORIZING AN APPLICATION WITH THE STATE DIVISION OF CRIMINAL JUSTICE FOR THE 2015 BODY ARMOR REPLACEMENT GRANT.

The New Jersey Division of Criminal Justice Body Armor Replacement Grant Program awards body armor (vests) replacement and/or new hire body armor grants annually to effectuate a five-year vest replacement cycle. The Program requires annual renewal applications. The County, through the Prosecutor's Office, desires to apply for renewal of the Grant for 2015 for the purchase of the vests for Detectives and Law Enforcement Officers. The County has in previous years applied for and received the grant funding. This Resolution authorizes the execution of any documents necessary for such application. The number of vests to be purchased will be determined by the amount of the grant award as determined by the State. The term of the grant is for the fiscal year of 2015.

F-3 RESOLUTION AUTHORIZING GRANT APPLICATION TO THE STATE OF NEW JERSEY, DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE, OFFICE OF VICTIM/WITNESS ADVOCACY FOR THE SEXUAL ASSAULT RESPONSE TEAM/SEXUAL ASSAULT NURSE EXAMINERS GRANT IN THE AMOUNT OF \$105,119.00 FROM OCTOBER 1, 2015 TO SEPTEMBER 30, 2016.

This grant application is for continuation funding for **SART/SANE** Coordinator salary, new SANE nurse orientations, etc., including program management at both Inspira-Woodbury and at JFK Hospitals and all related duties. The coordinator participates in the Sexual Assault Response Team (SART Consisting of Gloucester County Law Enforcement, a SERV Rape Care Advocate and a certified Sexual Assault Nurse Examiner (SANE). The goal of SART is to provide the highest quality medical care, follow up services and forensic evidence collection without compromising the individual professional responsibilities of Law Enforcement, Rape Care, or Forensic Nursing. The SANE grant also provides funds for on-call (24/7) and examination fees for forensic exams by SANE nurses to victims of sexual assault, equipment and training costs. This year, grant funds will also pay for the cell phone for the SANE Coordinator for 24/7 communication with the Sexual Assault Response Team, law enforcement, hospitals, rape care advocate, tablet with keyboard for Coordinator to utilize at in-service training of forensic nurses and mileage at .31 /mile for the SANE Coordinator. The victims are provided educational SART brochures and clothing paid for under previous grants.

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

G-1 RESOLUTION AUTHORIZING AWARD OF CONTRACT TO ALLIANCE BUS GROUP FOR \$154,414.00.

Pursuant to the Capital Transit Investment Program (CTIP), the County will purchase the buses for the Township of Mantua and the Borough of Paulsboro. This resolution authorizes the County to purchase two (2) 2016 Ford F-550 gas buses, 22 passengers with 2 wheelchair clots with rear lift and a video system with a back-up camera system, from Alliance Bus Group, per bid PD-15-041. The County will pay a total of \$154,414.00 for both buses. Pursuant to the County's Capital Transit Investment Plan program, the municipalities are required to pay 50% of the total cost of the bus. The municipalities will reimburse the County the required 50% of the purchase upon delivery. CAF #15-07413 has been obtained to certify funds.

Old Business

New Business

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

Adjournment

MINUTES

7:00 p.m. Wednesday, September 2, 2015

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

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

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

Changes to the Agenda

Approval of the regular meeting minutes and closed session minutes from August 19, 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

49394 Certificate Presenting the NJAC/PSE&G Scholarship Program Award to local recipient, Bridget Black (Simmons) (to be presented)

49395 Proclamation Honoring Eloise W. Benson, a Deptford resident on her 100th Birthday on 8/22/2015 (DiMarco) (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

49396 RESOLUTION AUTHORIZING A CONTRACT WITH COMM SOLUTIONS FOR THE EXAGRID EX20-GRID RAW SYSTEM FROM SEPTEMBER 18, 2015 TO SEPTEMBER 17, 2016 FOR \$15,431.52.

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

Comments: N/A

49397 RESOLUTION AUTHORIZING A CONTRACT WITH COMM SOLUTIONS FOR THE NIMBLE STORAGE AREA NETWORK FROM OCTOBER 3, 2015 TO OCTOBER 2, 2016 FOR \$10,586.40.

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

Comments: N/A

49398 RESOLUTION APPROVING APPOINTMENT TO THE AGRICULTURAL DEVELOPMENT BOARD.

	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

49399 RESOLUTION AUTHORIZING AWARD OF CONTRACT TO FIRST PRIORITY EMERGENCY VEHICLES, FOR \$242,000.00.

	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 ECONOMIC DEVELOPMENT
& PUBLIC WORKS

FREEHOLDER SIMMONS
FREEHOLDER CHRISTY

49400 RESOLUTION AUTHORIZING A CONTRACT WITH TAGS AUTO SUPPLY FROM OCTOBER 19, 2015 TO OCTOBER 18, 2017 IN AN AMOUNT NOT TO EXCEED \$140,000.00 PER YEAR.

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

Comments: N/A

49401 RESOLUTION EXTENDING THE CONTRACT WITH SOUTH JERSEY TRUCK REPAIRS FOR VEHICLE COLLISION REPAIRS TO CARS AND LIGHT TRUCKS FOR TWO YEARS THROUGH SEPTEMBER 4, 2017 IN AN AMOUNT NOT TO EXCEED \$30,000.00 PER YEAR.

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

Comments: N/A

49402 RESOLUTION EXTENDING THE CONTRACT WITH SOUTH JERSEY TRUCK REPAIRS FOR VEHICLE COLLISION REPAIRS TO HEAVY DUTY TRUCKS FOR TWO YEARS THROUGH SEPTEMBER 4, 2017 IN AN AMOUNT NOT TO EXCEED \$30,000.00 PER YEAR.

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

Comments: N/A

49403 RESOLUTION AUTHORIZING AN AMENDMENT TO CONTRACT WITH SOUTH STATE, INC. TO INCREASE THE CONTRACT IN AN AMOUNT NOT TO EXCEED \$2,500,000.00 PER CONTRACT YEAR.

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

Comments: N/A

49404 RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT NO. 16-61-030 WITH THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR A GRANT IN THE AMOUNT OF \$57,875.00 FOR THE FISCAL YEAR 2016 SUPPORTIVE REGIONAL HIGHWAY PLANNING PROGRAM.

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

Comments: N/A

49405 RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT NO. 16-53-312 WITH THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR A GRANT IN THE AMOUNT OF \$30,000.00 FOR THE FISCAL YEAR 2016 REGIONAL GIS PROGRAM.

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

Comments: N/A

49406 RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT NO. 16-63-022 WITH THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR A GRANT IN THE AMOUNT OF \$48,350.00 FOR FISCAL YEAR 2016 TRANSIT SUPPORT PROGRAM.

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

Comments: N/A

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

49407 RESOLUTION AUTHORIZING CONTRACTS WITH S.J. FARMERS EXCHANGE, INC., FISHER & SON COMPANY, INC., MITCHELL PRODUCTS, LLC, SEETON TURF WAREHOUSE, JOHN DEERE LANDSCAPES, HELENA CHEMICAL CO., SYNATEK SOLUTIONS, INC., AND CROP PRODUCTION OCTOBER 1, 2015 TO SEPTEMBER 30, 2016 IN AN AGGREGATE AMOUNT NOT TO EXCEED \$127,000.00.

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

Comments: N/A

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

49408 RESOLUTION AUTHORIZING AN EMERGENCY CONTRACT TO ALL RISK, INC. FOR \$43,649.38.

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

Comments: N/A

49409 RESOLUTION ACCEPTING BEQUEST OF \$10,185.00 TO THE COUNTY ANIMAL SHELTER FROM THE ESTATE OF DIANA M. GEBHARD.

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

Comments: N/A

49410 RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH JERSEY OVERHEAD DOOR CO., INC., FROM SEPTEMBER 19, 2015 TO SEPTEMBER 18, 2017 IN AN AMOUNT NOT TO EXCEED \$80,000.00 FOR YEAR ONE AND AN AMOUNT NOT TO EXCEED \$50,000.00 FOR YEAR TWO.

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

Comments: N/A

49411 RESOLUTION AUTHORIZING A CONTRACT WITH EAST ORANGE GENERAL HOSPITAL FROM SEPTEMBER 1, 2015 TO AUGUST 31, 2016 IN AN AMOUNT NOT TO EXCEED \$500,000.00.

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

Comments: N/A

49412 RESOLUTION AUTHORIZING EXECUTION OF THE FY 2016 IV-D NJKIDS REIMBURSEMENT AGREEMENT WITH THE STATE DIVISION OF FAMILY DEVELOPMENT FOR THE COUNTY SHERIFF FROM OCTOBER 1, 2015 TO SEPTEMBER 30, 2016 FOR \$496,052.00

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

Comments: N/A

49413 RESOLUTION AUTHORIZING AN APPLICATION WITH THE STATE DIVISION OF CRIMINAL JUSTICE FOR THE 2015 BODY ARMOR REPLACEMENT GRANT.

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

Comments: N/A

DEPARTMENT OF HEALTH & HUMAN SERVICES

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

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 7:20 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

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~ In Honor Of ~
West Deptford Boys U-13 Little League
2015 Intermediate 50-70 New Jersey Champions

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to recognize and congratulate the West Deptford Boys U-13 Little League on winning the 2015 Intermediate State Championship title; and

WHEREAS, the West Deptford Boys U-13 Little League began their journey on June 22, 2015, playing in the District 15 Tournament in Harrison Township and won; and

WHEREAS, the West Deptford Boys U-13 Little League went on to play in the Section 4 Tournament facing South Vineland on July 3, 2015, winning two games with a score of 15-5 and 14-4; and

WHEREAS, the West Deptford Boys U-13 Little League proceeded to the New Jersey States in Winslow Township where they challenged a team from North Jersey, the Randolph Little League team, but lost the first game. In the finals, the West Deptford Boys once again met up with the Randolph Little League team and needed two wins to capture the state title. The West Deptford Boys won both games with scores of 14-10 and the State final game was 13-3; and

WHEREAS, the members of the West Deptford Boys U-13 Little League are: Gianni Esposito, Joey Esposito, Colby Garrison, Justin Hahn, MJ Iraldi, Jake McConville, Logan Nichols, Brad Schultes, Vinny Scirrotto, Max Strout, Ricky Templeton and Michael Yates; and

WHEREAS, under the skilled guidance of Coaches Sean Garrison, Tony Scirrotto, Dan Wood and Mike Yates the West Deptford Boys U-13 Little League have demonstrated the finest qualities of true champions; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2015 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons **do hereby honor and congratulate the West Deptford Boys U-13 Little League on winning the 2015 Intermediate State Championship title.**

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

Robert M. Damming
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Daniel Christy
Freeholder

Frank J. DiMarco
Freeholder

James B. Jefferson
Freeholder

Heather Simmons
Freeholder

Attest:

Chad M. Bruner, Administrator/Clerk of the Board

Pa

Gloucester County

Board of Chosen Freeholders Proclamation

In Recognition Of Elizabeth Culver Achieving Girl Scout Gold Award

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize Elizabeth Culver on her achievements as a member of the Girl Scouts of America, Troop 66206; and

WHEREAS, Elizabeth joined Brownie Troop 3782 in the first grade, advancing to Junior Scout, Cadette, Senior Scout and Ambassador. In August, 2015 Elizabeth distinguished herself by earning the "Girl Scout Gold Award", the highest award offered by the Girl Scouts of America; and

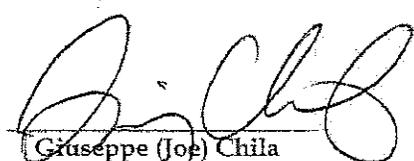
WHEREAS, Elizabeth has exhibited exceptional leadership throughout her time in the Girl Scouts, serving in the positions of Leadership, mentoring younger Scouts, Stage Manager and MC of their annual Girl Scout Show; and

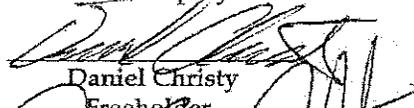
WHEREAS, Elizabeth performed over 100 hours of community service and camped 45 days with her Troop. Elizabeth's special achievements include Junior Aide Award, Cadet Challenge Award and the Bronze Award; and

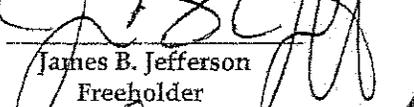
WHEREAS, Elizabeth exhibited her commitment to public service by selecting as her Girl Scout Gold Award project the construction of "Clayton's Dog and Butterfly Dog Park" in Clayton, New Jersey. Elizabeth presented her plan to Clayton Council and they awarded her 1.5 acres of land to build a dog park. She designed the layout of the park, created a list of rules, met with Solicitors, County Park and Recreation Staff, attended Council Meetings and recruited Sponsors to pay for the fence. This project took three years to complete with the help of Family, Friends, Fellow Scouts, Clayton Town Council and Clayton Public Works. With the help of GCIT's Construction Class she was able to design and create a sign for the park. The opening of the "Clayton's Dog and Butterfly Dog Park" will be held on Sunday, August 9, 2015.

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2015 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby honor and recognize Elizabeth Culver for her leadership, personal achievements and dedicated service to her community as a member of the Girl Scout of America, Troop 66206.

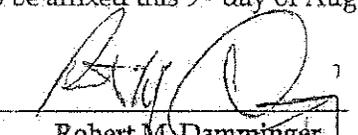
IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 9th day of August, 2015.

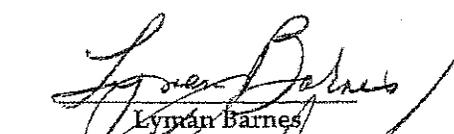

Giuseppe (Joe) Chila
Freeholder Deputy Director

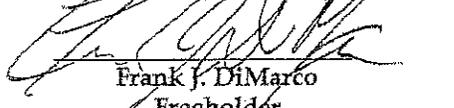

Daniel Christy
Freeholder

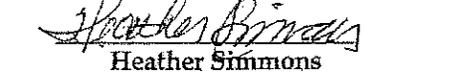

James B. Jefferson
Freeholder

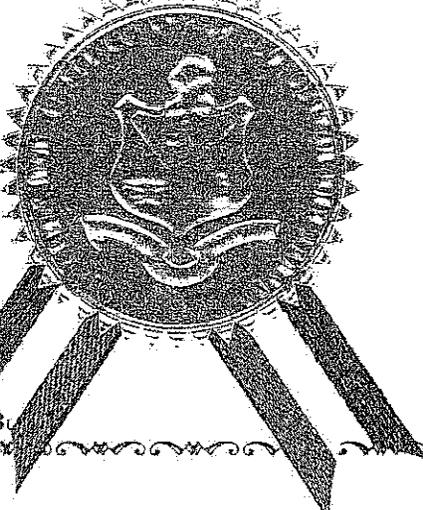
Attest: 
Chad M. Bruner
Administrator/Clerk of the Board


Robert M. Damminger
Freeholder Director


Lyman Barnes
Freeholder


Frank J. DiMarco
Freeholder


Heather Simmons
Freeholder



P3
Gloucester County

Board of Chosen Freeholders
Proclamation

In Recognition Of
Katherine McFetridge

WHEREAS, Katherine McFetridge is a 2007 graduate of West Deptford High School and a 2011 graduate of the University of Southern California with a Bachelor of Science degree in Health Promotion and Disease Prevention; and

WHEREAS, Katherine McFetridge began her rowing career as a walk-on student-athlete her freshman year at USC. She was Team Captain for the Novice Team her freshman year, Varsity Team Captain her junior year, placed 4th in the Four at NCAAs her junior year, 1st in the Pair her sophomore and senior years and earned a full athletic scholarship for her senior year at the University of Southern California; and

WHEREAS, Katherine McFetridge trained full time for the 2011-2012 Olympic Year, placed 7th in the 2012 US Open Woman's Single Olympic Trials and was undefeated the summer of 2012; and

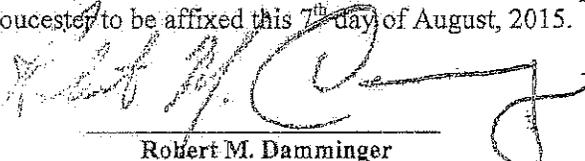
WHEREAS, in 2012 Katherine McFetridge won the US Rowing Club National Women's Intermediate Single and in 2013 won the US Rowing Club National Women's Open 1x Dash; and

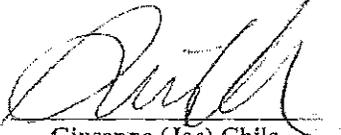
WHEREAS, Katherine McFetridge won the Women's Single at the Pan American Games Trials on Lake Mercer in West Windsor, N.J. on May 20, 2015 and was later named to the U.S. Rowing Team; and

WHEREAS, Katherine McFetridge claimed the Silver Medal in the Women's Single Sculls at the 2015 Pan American Games regatta on Tuesday, July 14, 2015 in her first major international competition; and

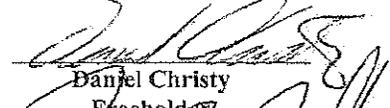
NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2015 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby recognize and congratulate Katherine McFetridge on outstanding athletic accomplishments and wish her continued success in her future endeavors.

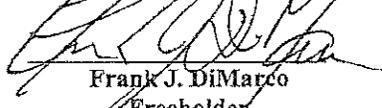
IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 7th day of August, 2015.

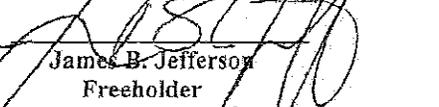

Robert M. Damminger
Freeholder Director

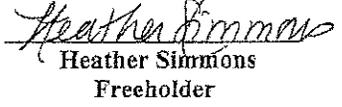

Giuseppe (Joe) Chila
Freeholder Deputy Director

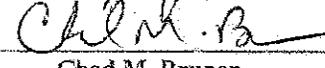

Lyman Barnes
Freeholder


Daniel Christy
Freeholder


Frank J. DiMarco
Freeholder


James B. Jefferson
Freeholder


Heather Simmons
Freeholder

Attest: 
Chad M. Bruner
Administrator/Clerk of the Board



PA

Gloucester County

Board of Chosen Freeholders

Proclamation

In Honor Of
Newton W. Weiss ~ 90th Birthday

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize Newton W. Weiss, as family and friends gather together to celebrate his 90th birthday; and

WHEREAS, Newton W. Weiss was born to Harry and Eva Weiss on July 1, 1925 in a house on Penn Line Road and Broad Street in Paulsboro, New Jersey, and is one of five children; and

WHEREAS, Newton W. Weiss graduated from Paulsboro High School at the age of 16 and attended two semesters at Penn State University before being drafted into the United States Army in December 1943. He was Technician Fifth Class, Headquarters and Headquarters Company, 3rd Battalion, 106th Infantry Division, European Theater of Operations, United States Army, and

WHEREAS, Newton W. Weiss was a member of the "Greatest Generation". He participated in three major campaigns, the Battle of the Ardennes, commonly known as the Battle of the Bulge, the Battle of Northern France and the Battle of the Rhineland, and

WHEREAS, his decorations and citations include the *European-African-Middle Eastern Campaign Medal*, the *Good Conduct Medal*, the *World War II Victory Medal* and the *WW II Honorable Service Lapel Button (Ruptured Duck)*. He earned one of the most coveted awards presented by the United States Army during war time, the *Combat Infantryman Badge*, and one of the highest medals given in war time for meritorious service in ground combat, the *Bronze Star Medal*, and

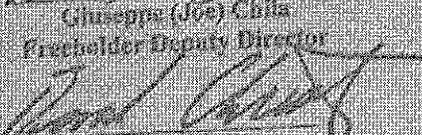
WHEREAS, Newton W. Weiss grew up in Paulsboro where his father established Weiss Hardware in 1932 and after 80 years the business is still in the family where Newton continues to work six days a week, and

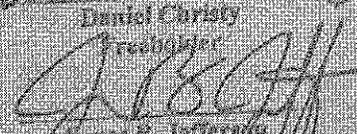
WHEREAS, Newton W. Weiss resides in Gibbstown, New Jersey with his wife Ruth Astoff Weiss of sixty-one years, together they have two daughters, Ellen and Susan, and a son, Philip. Through the years his family has grown to include four grandchildren, Neal, Stephen, Sarah and Michael, and

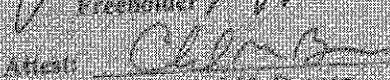
NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Danminger, as Director, and on behalf of the 2015 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby honor and recognize Newton W. Weiss on celebrating his 90th Birthday on July 26, 2015.

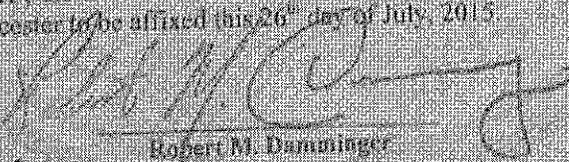
IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 26th day of July, 2015.


Giuseppe (Joe) Chila
Freeholder Deputy Director


Daniel Christy
Freeholder

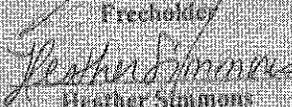

James B. Jefferson
Freeholder

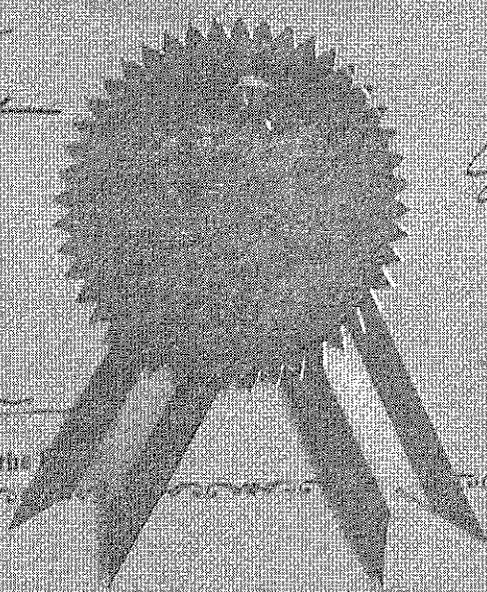
Attest: 
Chad M. Bruner
Administrator/Clerk of the Board


Robert M. Danminger
Freeholder Director


Lyman Barnes
Freeholder


Frank J. DiMarco
Freeholder


Heather Simmons
Freeholder



**In Recognition Of
Praveen S. Vulimiri
Achieving Rank of Eagle Scout**

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize **Praveen Vulimiri** on his achievements as a member of the Boy Scouts of America, Troop 17; and

WHEREAS, **Praveen** joined Boy Scouts Troop 17 in July, 2008, achieving the ranks of Scout, Tenderfoot, Second Class, First Class, Star and Life. On August 2, 2015, **Praveen** distinguished himself by earning the *"Rank of Eagle Scout"*, the highest award offered by the Boy Scouts of America; and

WHEREAS, **Praveen** has earned 27 Merit Badges, 22 of which are required for his Eagle Scout Ranking. He has exhibited exceptional leadership throughout his time in the Boy Scouts, serving in the positions of Assistant Patrol Leader, Librarian, Leave No Trace Instructor and Leave No Trace Trainer; and

WHEREAS, **Praveen** performed 42 hours of community service, camped 45 days and hiked 3.5 miles with his Troop. **Praveen's** special achievements include Rank of Brotherhood in Order of Arrow, National Arrow of Light, Totin' Chip and the Good Turn for American Award; and

WHEREAS, **Praveen** exhibited his commitment to public service by selecting as his Eagle Scout project the construction of an "Outdoor Seating Area" at the Gibbstown Branch Library in Paulsboro, New Jersey. As the leader, **Praveen** planned and designed the construction of this project which consisted of a concrete platform and picnic tables that are handicapped accessible. This project took 180 man hours to complete with the help of his Family, Troop and Friends; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2015 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons **do hereby honor and recognize Praveen Vulimiri for his leadership, personal achievements and dedicated service to his community as a member of the Boy Scouts of America, Troop 17.**

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 6th day of August, 2015.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Daniel Christy
Freeholder

Frank J. DiMarco
Freeholder

James B. Jefferson
Freeholder

Heather Simmons
Freeholder

Attest: _____
Chad M. Bruner
Administrator/Clerk of the Board

P6

~ In Honor Of ~
50th Anniversary Celebration of Duffield's Farm Market
September 19, 2015

*WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize **Duffield's Farm Market**, Greentree & Chapel Heights Road, Sewell (Washington Township), New Jersey on their 50th Anniversary; and*

*WHEREAS, **Duffield's Farm Market** offers top quality fruits and vegetables year-round. The family also raises over 50 varieties of seasonal, fresh, home-grown produce including sweet corn, strawberries, tomatoes and peaches; and*

*WHEREAS, **Duffield's Farm Market** is owned and operated by David Sr. and Mary Duffield, their sons, David Jr. and Dan, their daughter, Debbie and daughters-in-law, Ruth Ann and Tracy; and*

WHEREAS, the Duffield family has been farming for over 80 years and currently owns and farms more than 190 acres in Washington Township. The Duffield farmland has been permanently preserved through the Gloucester County Farmland Preservation Program; and

WHEREAS, the farm has been in the Duffield family since the 1930's when David Sr.'s father, Claude Duffield, purchased the original parcel. He raised mostly fruits and vegetables which were packed and sold to the markets in Philadelphia. Claude farmed the land until his passing in 1953. At that time, David Sr. took over the farm, purchased additional land adjacent to his father's farm and continued to raise the same produce; and

WHEREAS, in order to help support the family farm, David Sr.'s wife, Mary, began to sell strawberries on their front porch. As the demand grew, David Sr. built a small market out of four posts and a roof and began to sell a variety of fruits and vegetables; and

*WHEREAS, through several expansions over the last 50 years, **Duffield's Farm Market** has grown into the facility it is today, providing fresh produce, baked goods and deli items to the surrounding communities; and*

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2015 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby honor and congratulate **Duffield's Farm Market** on their 50th Anniversary and recognize them for helping to sustain the farming industry in Washington Township, Gloucester County.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 19th day of September, 2015.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Daniel Christy
Freeholder

Frank J. DiMarco
Freeholder

James B. Jefferson
Freeholder

Heather Simmons
Freeholder

Attest:

Chad M. Bruner, Administrator/Clerk of the Board

**RECOGNIZING SEPTEMBER 19, 2015 AS
"IT CAN WAIT PLEDGE DAY"
IN GLOUCESTER COUNTY**

WHEREAS, it is the desire of the Board of Chosen Freeholders to recognize September 19th, 2015 as "It Can Wait Pledge Day" in Gloucester County; and

WHEREAS, "It Can Wait" is a national movement being promoted by AT&T urging drivers to stay focused on the road while behind the wheel, spotlighting the dangers of texting while driving and the many potential smartphone distractions; and

WHEREAS, Gloucester County holds the health and safety of its citizens as a paramount concern, and smart phone distractions have grown beyond texting to social media, web surfing, selfies and video chatting; and

WHEREAS, 7-10 people engage in smartphone activities while driving and sixty-two percent keep their smartphones within easy reach while driving. The National Safety Council reports that texting while driving is involved in 200,000 + vehicle crashes each year, often causing injuries and deaths; and

WHEREAS, Current drivers and drivers-to-be can visit www.ItCanWait.com where they can pledge to keep their eyes on the road, not on their phone, and share their pledge with others via Twitter (#ItCanWait) and Facebook. Since its launch in 2010, the "It Can Wait" campaign has helped drive awareness of the dangers of texting while driving to about 90% of all audiences surveyed and has inspired more than seven million pledges not to text and drive; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2015 Gloucester County Board of Chosen Freeholders Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby recognize September 19th, 2015 as "It Can Wait Pledge Day" to promote awareness of the dangers of distracted driving.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 16th day of September 2015.

*Robert M. Damminger
Freeholder Director*

*Giuseppe (Joe) Chila
Freeholder Deputy Director*

*Lyman Barnes
Freeholder*

*Daniel Christy
Freeholder*

*Frank J. DiMarco
Freeholder*

*James B. Jefferson
Freeholder*

*Heather Simmons
Freeholder*

ATTEST: _____
Chad M. Bruner, Clerk

A1

**RESOLUTION AUTHORIZING A CLOSED SESSION TO DISCUSS THE STATUS
OF AND POSSIBLE SETTLEMENT OF WORKER'S COMPENSATION
CLAIM CAPTIONED MICHAEL MCLAUGHLIN V. GLOUCESTER COUNTY,
C.P. NO. 2006-30965**

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 September 16, 2015.
2. The general nature of the subjects to be discussed at said closed meeting shall be the status of and possible settlement of the Worker's Compensation claim, and the litigation matters 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 items which are the subject of the closed session discussion are 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, September 16, 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 **\$1,214,297.00**, which item is now available as a revenue from the United States Department of Housing and Urban Development Community Development Block Grant (CDBG), to be appropriated under the caption of the United States Department of Housing and Urban Development Community Development Block Grant (CDBG) - Other Expenses;
- (2) The sum of **\$438,290.00**, which item is now available as a revenue from the United States Department of Housing and Urban Development HOME Investment Partnership Program, to be appropriated under the caption of the United States Department of Housing and Urban Development HOME Investment Partnership Program - Other Expenses.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, September 16, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

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

A3

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester has received and reviewed the Bill List for the County as prepared, reviewed and approved by the County Treasurer for the monthly period ending September 11, 2015; and

WHEREAS, the County Treasurer has received and reviewed the Bill List for the Division of Social Services, including daily payments made by the Division and Administrative payments to be issued, which List has been reviewed and approved by the Division of Social Services Finance Officer, the Division of Social Services Director and the County Treasurer, for the monthly period ending September 11, 2015.

NOW, THEREFORE, BE IT RESOLVED that the County's Bill List for the period ending September 11, 2015, as prepared, reviewed and approved by the County Treasurer is hereby approved by the Gloucester County Board of Chosen Freeholders, and said Treasurer is authorized to render payment to each vendor appearing on said list; and

BE IT FURTHER RESOLVED that the Division of Social Services' Bill List for the period ending September 11, 2015, as prepared, reviewed and approved by the Social Services Finance Officer, the Social Services Director and the County Treasurer, which List includes ratification of prior emergency payments made, is hereby approved and said Treasurer is authorized to render payment to each vendor appearing on said list.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, September 16, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER
ADMINISTRATOR/CLERK OF THE BOARD

A-4

**RESOLUTION APPOINTING TRACEY GIORDANO AS
CHIEF FINANCIAL OFFICER AND TREASURER**

WHEREAS, N.J.S.A. 40A:9-28.4a, requires that in every County there shall be a Chief Financial Officer appointed; and

WHEREAS, N.J.S.A. 40A:9-28.4 provides that the term of office of a Chief Financial Officer shall be for a period of three years, which term shall run from January 1 in the year in which the Chief Financial Officer is appointed; and

WHEREAS, N.J.S.A. 40A:9-28.4 further provides that the compensation for the Chief Financial Officer shall be set forth in a county salary resolution; and

WHEREAS, N.J.S.A. 40A:9-27 provide for the appointment of a Treasurer of the County of Gloucester for a term of three (3) years; and

WHEREAS, Tracey Giordano has demonstrated the skill and possesses the qualifications to perform the duties of the Office of Chief Financial Officer and Treasurer for the County of Gloucester.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that Tracey Giordano be and is hereby appointed Chief Financial Officer of the County of Gloucester for a term of three years, which term shall be deemed to have commenced on January 1, 2015 and conclude December 31, 2017; and

BE IT FURTHER RESOLVED that the compensation of Tracey Giordano as Chief Financial Officer of the County of Gloucester shall be as set forth in the Gloucester County salary resolution; and

BE IT FURTHER RESOLVED that Tracey Giordano shall either cause her appropriate bond to be presented to the Board or shall confirm for the Board that her performance is the subject of a blanket County bond; and

BE IT FURTHER RESOLVED, that Tracey Giordano is hereby appointed as Treasurer of the County of Gloucester for a three (3) year term commencing October 1, 2015 and terminating September 30, 2018, at a salary to be determined by the Board of Chosen Freeholders of the County of Gloucester consistent with the terms and conditions of the employment contract between the County of Gloucester and Tracey Giordano; and

BE IT FURTHER RESOLVED, that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to the contract for employment with Tracey Giordano; and

BE IT FURTHER RESOLVED, that said appointments are subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

ADOPTED at a regular meeting by the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, September 16, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

A4

**CONTRACT FOR EMPLOYMENT BY AND BETWEEN THE COUNTY OF
GLOUCESTER AND TRACEY GIORDANO FROM OCTOBER 1, 2015 TO
SEPTEMBER 30, 2018**

THIS CONTRACT FOR EMPLOYMENT (hereinafter referred to as "Agreement"), is entered into the 1st day of October, 2015, by and between the County of Gloucester, with its principal place of business at 2 South Broad Street, Woodbury, New Jersey 08096 (hereinafter referred to as the "County") and Tracey Giordano, 646 West Broad Street, Gibbstown, New Jersey 08027 (hereinafter referred to as "Giordano").

WHEREAS, the County has agreed to employ Giordano as the County Treasurer for County of Gloucester for a three (3) year term (10/1/15-9/30/18) in accordance with N.J.S.A. 40A:9-27; and

WHEREAS, Giordano has agreed to serve as the County Treasurer for the County of Gloucester under the terms, conditions and compensation set forth in the Agreement:

NOW, THEREFORE, in consideration of mutual promises, terms and conditions set forth below, the County and Giordano agree as follows:

- 1. EMPLOYMENT OF GIORDANO.** The County and Giordano agree to accept to perform the duties of County Treasurer, and additional duties of Chief Financial Officer for the County of Gloucester. Giordano agrees to devote herself to the duties of her office, performing faithfully as County Treasurer, as well as the position of Chief Financial Officer. Giordano shall perform such duties as are prescribed by this Contract, the laws of the State of New Jersey, and rules and regulations of the Department of Community Affairs and of the County.
- 2. TERM OF EMPLOYMENT.** Giordano employment shall be for a period of three (3) years commencing October 1, 2015. Giordano shall devote such time as is necessary to perform the duties of all those offices. Giordano shall attend all regular and special meetings of the County of Gloucester.
- 3. SALARY.** Commencing October 1, 2015, as County Treasurer, Giordano shall be paid an annual salary of \$150,000.00 and shall be eligible for reasonable salary increases based upon annual performance reviews. At no time, shall the County reduce Giordano's salary to be less than the preceding annual salary. Giordano will be paid an additional \$1.00 for her additional duties as Chief Financial Officer.
- 4. VACATION DAYS.** Giordano shall receive vacation in accordance with County Policy. Giordano shall notify the Director of the Freeholder Board and the County Administrator as to the proposed dates of any vacation(s). Giordano will be permitted to carry over days in accordance with County policy.

5. **SICK DAYS.** Giordano shall receive and may accumulate sick days annually in accordance with County policy. The County shall be obligated to reimburse Giordano for any unused sick days in accordance with County policy.

6. **ADMINISTRATIVE DAYS.** Giordano shall receive Administrative leave days annually in accordance with County policy. The County shall not, however, be obligated to pay or reimburse Giordano for any such unused Administrative days she may have at the end of her employment pursuant to this Agreement.

7. **HOLIDAYS.** Giordano shall receive paid holidays annually in accordance with County policy.

8. **MEMBERSHIP DUES IN PROFESSIONAL ORGANIZATIONS.** The County shall pay and be responsible for Giordano dues in the organizations or licenses she maintains including seminar credits for said organizations or licenses. The County shall pay and be responsible for any reasonable cost associated with Giordano's attendance at meetings or workshops which are related to her position as County Treasurer and provided further that such meetings or workshops are those which a County Treasurer would customarily attend.

9. **FRINGE BENEFITS.** Giordano shall be a member of the Public Employees Retirement System and as such be entitled to benefits prescribed. In addition, Giordano shall be provided with fringe benefits in accordance with the County's Human Resource Policy Manual and amendments thereto from time to time.

10. **AGREEMENT SUBJECT TO LAWS OF THE STATE OF NEW JERSEY.** This Agreement shall be subject to and shall be interpreted in accordance with the laws of the State of New Jersey.

11. **MODIFICATION OF AMENDMENT OF AGREEMENT.** This Agreement may only be validly amended or modified in writing signed by both Giordano and the duly authorized representative of the County.

DATED: _____

COUNTY OF GLOUCESTER

ATTEST:

Robert M. Damminger, Freeholder Director

Chad M. Bruner, Administrator/Clerk of the Board

Tracey Giordano, County Treasurer

A5

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

WHEREAS, state tax appeals were filed by Brian A. Fowler, Esquire in the matter of Lowe's Home Centers, LLC #751 v. Washington Township, Docket Numbers 004093-2014, 004513-2015 contesting the assessment on the subject property known as Block 115.02, Lot 18; 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 115.02, Lot 18, Lowe's Home Centers, LLC #751:

Tax Year	Original Assessment	Requested Tax Court Judgment
2014	\$14,643,800	WITHDRAW
2015	\$14,643,800	\$14,500,000
2016	\$14,643,800	\$14,200,000

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, September 16, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER
ADMINISTRATOR/CLERK OF THE BOARD

A-5

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

LOWE'S HOME CENTERS, LLC #751,

Plaintiff,

v.

WASHINGTON TOWNSHIP,

Defendant.

TAX COURT OF NEW JERSEY
COUNTY OF GLOUCESTER

Docket Nos.: 004093-2014
004513-2015

Civil Action

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

STIPULATION OF SETTLEMENT

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

Block 115.02	Lot 18	Unit Qualifier
Street Address 100 Watson Drive		Year 2014

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	\$1,127,000	N/A	WITHDRAW
Improvements	\$13,516,800		
Total	\$14,643,800		

Block 115.02	Lot 18	Unit Qualifier
Street Address 100 Watson Drive		Year 2015

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	\$ <u>1,127,000</u>	N/A	\$ <u>1,127,000</u>
Improvements	\$ <u>13,516,800</u>		\$ <u>13,373,000</u>
Total	\$ <u>14,643,800</u>		\$ <u>14,500,000</u>

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

Block 115.02	Lot 18	Unit Qualifier
Street Address 100 Watson Drive		Year 2016

	<u>ORIGINAL ASSESSMENT</u>	<u>2016 ASSESSMENT</u>
Land	\$ <u>1,127,000</u>	\$ <u>1,127,000</u>
Improvements	\$ <u>13,516,800</u>	\$ <u>13,073,000</u>
Total	\$ <u>14,643,800</u>	\$ <u>14,200,000</u>

3. The provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall not apply.
4. The parties agree that there has been no change in value or municipal wide revaluation or reassessment adopted for the tax year 20__, 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).
5. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the Stipulation. The Office of Assessment has been consulted by the attorney for the Office of Assessment with respect to this settlement and has concurred.

6. This agreement shall apply to any assignee, tenant and successor in interest of the subject property.
7. Plaintiff shall not file an appeal for tax year 2016 for the subject property except to enforce this settlement.
8. Any Counterclaims filed on behalf of Defendant be and are herein withdrawn.
9. Based upon the foregoing, the undersigned represent to the Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.
10. Taxpayer waives interest that may otherwise be payable pursuant to N.J.S.A. 54:3-27.2 and agrees to accept credits against future property taxes in lieu of any refund.
11. All the terms of this Stipulation of Settlement not contained within the Judgment shall survive entry of Judgment.

GARIPPA, LOTZ & GIANNUARIO

Dated: _____

BRIAN A. FOWLER, 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 RELEASING THE COUNTY FROM BUS USE
AGREEMENT WITH WOODBURY HEIGHTS**

WHEREAS, in 2001, the County and Woodbury Heights entered into a bus use agreement; and

WHEREAS, Woodbury Heights desires to dispose the Freightliner Sentry bus with VIN #4UZAABBW12CK01966; and

WHEREAS, the County desires to be released from the Bus Use Agreement; and

WHEREAS, the County takes no position as to the manner in which Woodbury Heights disposes of the bus.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the County is hereby released from the Bus Agreement with Woodbury Heights regarding the Freightliner Sentry bus VIN#4UZAABBW12CK01966.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, September 16, 2015 in Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

C-1

**RESOLUTION AUTHORIZING A CONTRACT WITH OCEANPORT, LLC FROM
NOVEMBER 1, 2015 TO OCTOBER 31, 2016 IN AN AMOUNT NOT TO EXCEED
\$1,500,000.00**

WHEREAS, the County of Gloucester (hereinafter the "County") advertised for bids, per PD 015-036, which were received and opened in public on August 4, 2015 for the supply and delivery of rock salt to be used for deicing of County roadways and to make brine; and

WHEREAS, after following State and County bidding procedures, it was determined that Oceanport, LLC, (hereinafter "Oceanport"), with an address at P.O. Box 608, Claymont, Delaware 19703, was the lowest responsive and responsible bidder and the County Purchasing Agent recommends that Oceanport be awarded a contract to supply and deliver rock salt to the County's six (6) regional salt facilities at the price of fifty nine dollars and seventy three cents (\$59.73) per ton, as set forth in Oceanport's bid proposal; and

WHEREAS, the contract term with Oceanport shall be for a period of one (1) year, from November 1, 2015 to October 31, 2016, in an amount not to exceed \$1,500,000.00; and

WHEREAS, this contract will be open ended, which does not obligate the County to make any purchase, so that no Certificate of Availability of Funds is required at this time and continuation of the contract with Oceanport beyond December 31, 2015 is conditioned upon the approval of the 2016 County Budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that a contract is awarded to Oceanport for the supply and delivery of rock salt at fifty nine dollars and seventy three cents (\$59.73) per ton, as per their bid response to PD 015-036 from November 1, 2015 to October 31, 2016, in an amount not to exceed \$1,500,000.00 for the contract term in accordance with and pursuant to the bid submitted with unit prices and terms set forth in the bid proposal for the items as set forth hereinabove; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, September 16, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

C-1

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
OCEANPORT, LLC**

THIS CONTRACT is made the 1st day of **November, 2015** by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, hereinafter referred to as "County", and, **OCEANPORT, LLC**, with offices at 6200 Philadelphia Pike, PO Box 608, Claymont, DE 19703, hereinafter referred to as "Vendor"

RECITALS

WHEREAS, there exists a need for the County to contract for the supply and delivery of rock salt, as per bid PD 015-036, for use on County roadways for deicing, and to make brine; and

WHEREAS, the Vendor represents that it is qualified to the supply and deliver rock salt to the six (6) regional salt facilities maintained by the County, and desires to so perform pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for a one (1) year from November 1, 2015 to October 31, 2016.
2. **COMPENSATION.** This Contract shall be for an amount not to exceed \$1,500,000.00 for the contract term, so that this is an open-ended contract. The Contract shall be for estimated units of goods and services, as set forth in the bid specifications (hereinafter the "Specifications") for County Bid PD 015-036 and the Vendor's Bid Proposal (hereinafter the "Proposal"). The Vendor shall supply and deliver rock salt to the County at the price of fifty nine dollars and seventy three cents (\$59.73) per ton, as set forth in the Proposal, and the Specifications.

This Contract is an open-ended contract, so that there is no requirement that the County make any purchase hereunder.

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

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Vendor shall

be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the specifications, and the proposal, which are both incorporated into, and made part of this Contract by reference. Vendor shall supply and deliver rock salt to the County when requested by the County, as needed, to the six (6) County regional salt facilities. Vendor will honor County's delivery request pursuant to the County specifications and Vendor's proposal regardless of supply and demand events which may influence or enhance market value for the product. In the event Vendor is unable to transport a delivery as requested, in an exigent situation, the parties will coordinate for the County to pick up the salt.

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the Specifications, if any, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. CONTRACT PARTS. Incorporated herein by reference are the Specifications and the Proposal. If there is a conflict between this Contract and the Specifications, this Contract will control. If there is a conflict between this Contract or the Specifications, and the Proposal, then this Contract, or the Specifications, as applicable shall control.

THIS CONTRACT shall become effective the **1st** day of **November, 2015**.

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

ATTEST:

COUNTY OF GLOUCESTER

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER,
DIRECTOR

ATTEST:

OCEANPORT, LLC

LISA STAPLEFORD,
VICE PRESIDENT

Bid Opening 8/4/2015 10:00am
**SPECIFICATIONS AND PROPOSAL FORM FOR
 THE SUPPLY AND DELIVERY OF ROCK SALT**

VENDOR:	VENDOR:	VENDOR:	VENDOR:
Oceanport LLC PO Box 608 Claymont, DE 19703 Lisa Stapleford VP 800 288-7974 302 792-1174 Fax bulksalt@aol.com	Mid-Atlantic Salt LLC P.O. Box 135 Gladwyne, PA 09035 Robert S. Groff CFO 215 723-7240 215 723-9037 Fax robertgroff@comcast.net	Atlantic Salt Inc. 134 Middle st. Ste 210 Lowell, MA 01852 Donna Capillo 978 453-4911 978 251-8244 Fax	Cargill Detsing Technology 24950 Country Club Blvd. Ste. 450 No. Olmsted, Ohio 44070 Elaine Dembinski 800 600-7258 888 739-8705 Fax
ITEM	DESCRIPTION	PRICE	STATUS
	Rock Salt In Accordance with Specs - price per ton	\$59.73	NO BID
	Processing Location	Claymont Del.	Camden NJ or Wilmington Del
	Mining Location	Peru	Egypt
	Delivery	2-3 Days	24 Hrs to 2 Days
	Variations: (if any)		
	Will you extend your prices to local government entities within the County	YES	YES
	Bid specifications sent to:	Central Salt Prime Vendor Inc.	Construction Journal Jet Stream Fuel
	THIS IS A ONE (1) YEAR CONTRACT.		Garden State Sealing Frank Fazio & Sons
	Based upon the bids received, I recommend Oceanport LLC. be awarded the contract as the lowest responsive, responsible bidder.		Reed & Perrine
		Sincerely,	
		Robert J. McErlane	
		Purchasing	

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**RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER DECREASE #01-
FINAL WITH L.C. EQUIPMENT, LLC BY \$1,069.37**

WHEREAS, the County of Gloucester (hereinafter the "County") previously received public bids for the construction of the County's roadway improvement project known as "Construction of Various Traffic Signing Throughout the County of Gloucester in Various Municipalities in Gloucester County New Jersey," Engineering Project #13-16SA (hereinafter the "Project"); and

WHEREAS, a contract for the Project was awarded by the County by Resolution on September 18, 2013 to L.C. Equipment, LLC (hereinafter "L. C."), with an office address of 394 Rt. 49/P.O. Box 595, Tuckahoe, NJ 08250 in the amount of \$125,550.00 (hereinafter the "Contract"); and

WHEREAS, Vincent M. Voltaggio, P.E. County Engineer, has recommended Change Order Decrease #01-Final with L.C. in the amount of \$1,069.37, resulting in a new total contract amount of \$124,480.63; and

WHEREAS, the said Change Order is necessitated by and based on final as-built quantities for the project. The overall change order results in a project cost decrease, resulting in a new total contract amount of \$124,480.63.

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

1. The hereinabove referenced Change Order Decrease #01-Final to decrease the County's Contract with L.C. for the Project in the amount of \$1,069.37, resulting in a new total adjusted contract amount of \$124,480.63, be, and the same hereby is, approved; and
2. The Freeholder Director is hereby authorized and directed to execute and the Clerk of the Board is authorized and directed to attest to the said Change Order for the aforementioned purposes on behalf of the County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, September 16, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

CR

COUNTY OF GLOUCESTER
CHANGE ORDER FORM

- 1. Name & Address of Vendor: L.C. Equipment, LLC.
394 Rt. 49/ PO Box 595
Tuckahoe NJ 08250
- 2. Description of Project or Contract: Various Traffic Signing throughout the County of Gloucester in Various Municipalities
- 3. Date of Original Contract: Sept. 18, 2013
- 4. P.O. Number: 13-07643
- 5. Amount of Original Contract: \$125,550.00
- 6. Amount of Previously Authorized Change Order \$0.00
- 7. Amount of this Change Order No. 1 Decrease Final: -\$1,069.37
- 8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) ✓ \$124,480.63
- 9. Need or Purpose of this Change Order: Final asbuilt quantities

This change order requested by *V. M. Volturni* on 9/2/15
(Department Head) (Date)

Accepted by *Doz Proca* on 9/3/15
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

By: _____
Chad M. Bruner Administrator/Clerk of the Board
Robert M. Damming, Director

To All Vendors:
This Change Order is not official nor authorized until such time as this Change Order is accepted by The Board of Chosen Freeholders, County of Gloucester with appropriate Resolution.

RESOLUTION AUTHORIZING A CONTRACT WITH TECHNA-PRO ELECTRIC, LLC FROM SEPTEMBER 16, 2015 TO SEPTEMBER 15, 2016 IN AN AMOUNT NOT TO EXCEED \$214,450.00

WHEREAS, the County of Gloucester (hereinafter the "County") advertised for the receipt of public bids for the construction of the "2015-16 Gloucester County Traffic Signal Maintenance Project", Engineering Project #15-07 (hereinafter the "Project"); and

WHEREAS, bids were publicly received and opened for the Project by the County on September 1, 2015 and after following proper public bidding procedure, it was determined that Techna-Pro Electric, LLC (hereinafter "Techna-Pro"), with an office address of 100 Pike Road, Bldg B, Mount Laurel, NJ 08054, was the lowest responsive and responsible bidder to construct the Project, as set forth in the specifications for the Project, for an amount not to exceed \$214,450.00; and

WHEREAS, the County's Purchasing and Engineering Departments recommend the award of this contract to Techna-Pro for a term of one (1) year from September 16, 2015 to September 15, 2016 in an amount not to exceed \$214,450.00. This Contract is for estimated units of service which does not obligate the County to make any purchase and therefore no Certificate of Availability of Funds is required at this time; and

WHEREAS, the contract for the Project is awarded pursuant to, and consistent with, the terms and provisions of the Local Public Contracts Law, N.J.S.A 40A:11-1, et seq.; and

WHEREAS, the continuation of this contract beyond December 31, 2015 would be conditioned upon the approval of the 2016 County Budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Freeholder Director is hereby authorized to execute and the Clerk of the Board is authorized to attest to a contract with Techna-Pro for an amount not to exceed TWO HUNDRED FOURTEEN THOUSAND FOUR HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$214,450.00), per the unit prices submitted in its bid for the period beginning September 16, 2015 to September 15, 2016; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, September 16, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

C-3

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
TECHNA-PRO ELECTRIC, LLC**

THIS CONTRACT is made effective this 16th day of **September 2015**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **TECHNA-PRO ELECTRIC, LLC**, a New Jersey Corporation, with offices at 100 Pike Road, Bldg B, Mount Laurel, NJ 08054, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for all labor and materials required concerning the construction of the "2015-16 Gloucester County Traffic Signal Maintenance Project," Engineering Project #15-07 (hereinafter the "Project"); and

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

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for a one (1) year term from September 16, 2015 to September 15, 2016.

2. **COMPENSATION.** This Contract is an open-ended contract and shall be for an amount not to exceed \$214,450.00. The Contract shall be for estimated units of service and materials, as set forth in the Bid Specifications for Bid#15-07 (hereinafter the "Specifications"), and the Contractor's Bid Proposal (hereinafter the "Proposal"). The Contractor shall supply and deliver all services and materials at this prices and price per unit as set forth in the Proposal. Since this is an open-ended contract, the County is not required to make any purchases hereunder.

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

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the Specifications and the Proposal, which are both incorporated herein in their entirety, and made a part hereof by reference. The Contractor shall supply and deliver services and materials to the County for the Project, as needed and requested by the County.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the Specifications, as well as all applicable laws.

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 permit held by Contractor, or its agents.

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

A. Pursuant to the termination provisions set forth in the Specifications, if any, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

14. **PROCEDURE FOR PAYMENT OF BILLS.** The Contractor shall bill on a monthly basis for work performed pursuant to this Contract, including interim bills, final bills and bills for the release of retainage.

The Contractor shall submit its bill only on the County's periodic billing date.

The periodic billing date for such bills shall be that date which is 20 days prior to the second monthly meeting of the County Board of Chosen Freeholders, (the "Bill Approval Meeting"). At each such Bill Approval Meeting, the Board of Freeholders shall approve and certify the submitted bills, and direct that payment be made within ten (10) days of such meeting date.

All bills received for a particular billing cycle shall be deemed to have been received on the billing date.

The County shall examine the bills submitted on the periodic billing date prior to the Bill Approval Meeting. In the event that the County shall determine that all or some portion of the payment should be withheld, the County shall notify the Contractor in writing of the amount withheld and of their reasons for withholding payment.

The balance of the bill will be presented for payment at the Bill Approval Meeting.

Either party to this Contract may demand that a dispute concerning whether a party has failed to make payments pursuant to the provisions of N.J.S.A. 2A:30A-1 et. seq., be submitted to non-binding mediation.

If mediation is demanded, it shall be demanded consistent with the County's provisions concerning Alternative Dispute Resolution for contracts to which N.J.S.A. 40A:11-50 is applicable. Those provisions are set forth below, [Note: Alternative Dispute Resolution shall not be available with regard to disputes concerning the bid solicitation or award process or the formation of contracts or subcontracts entered into pursuant to the New Jersey Local Public Contracts Law.]

The County's Alternative Dispute Resolution procedure is as follows:

- A. Controversies and Claims Subject to Mediation.** Any controversy or claim arising out of or related to the contract, or the breach thereof, shall be settled by mediation.

If a dispute between County and Contractor arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through non-binding mediation.

- B. Contract Performance Pending Mediation.** During mediation proceedings, Contractor shall continue to perform, and County shall continue to make payments pursuant to the terms of the Contract.

- C. When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

Demand for mediation of any claim shall not be made until the earlier of the following:

- (a) five (5) business days after the other party has provided its written response to the aggrieved party's notice of dispute;
- (b) 30 days have passed after submission of the original, written claim by the aggrieved party and the other party has not responded.

If the written response from the other party does not resolve the dispute, the aggrieved party shall have 30 days from the delivery of the other party's response to file a demand for mediation. If the aggrieved party fails to do so, it shall be deemed to have waived its right pursuant to this contract to demand Alternative Dispute Resolution.

A party who files a "Notice of Demand for Mediation" must assert in the demand all claims then known to that party for which mediation may be demanded. If a party fails to include a claim because of excusable neglect, or when a claim has matured or been acquired subsequently, the mediator or mediators may permit amendments.

- D. Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation. The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as mediator. Each party shall rank the proposed mediators in order of preference.

The fifth and any lower ranked persons on each list will be excluded from further consideration.

The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons.

In the event of a tie, the mediator shall be chosen by lot.

- E. Procedures at Mediation.** The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, if the parties cannot agree, as may be determined by the mediator.

The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

- F. Cost of Mediation.** Each party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.

- G. Failure of Mediation.** If a good faith effort to resolve the dispute through mediation is unsuccessful, either party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, either party may submit the dispute to the Superior Court of New Jersey, Gloucester County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

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

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

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

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

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

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

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document and the Specifications, and the Proposal, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the Specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the Specifications and the Proposal, then this Contract and the Specifications shall prevail.

THIS CONTRACT is effective as of this 16th day of September, 2015.

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

ATTEST:

COUNTY OF GLOUCESTER

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

**ROBERT M. DAMMINGER,
DIRECTOR**

TECHNA-PRO ELECTRIC, LLC

By: _____

(Please Print Name)

Office of the County Engineer
County of Gloucester

2015-16 Gloucester County Traffic Signal Maintenance Project
Engineering Project #15-07

Bid Date: Tuesday, September 1, 2015 Bid Time: 10:00 am
bidder 1 of 1

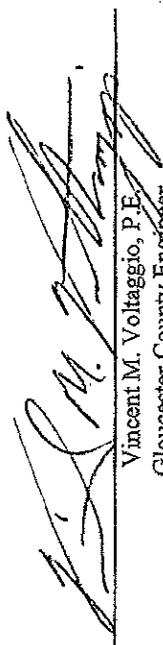
SUMMARY OF BIDS



SPECIFICATION NO. 15-07

Techna-Pro Electric, LLC
100 Pike Road, Bldg B
Mount Laurel, NJ 08054
Michael W. Cerula, President
mcerula@techna-pro.com
p 856.802.9940 f 856.802.9944

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount	Unit Price	Amount
1	Travel Time, Normal Work Hours	MH	200	\$128.00	\$25,600.00		
2	Travel Time, Overtime Hours	MH	150	\$195.00	\$29,250.00		
3	Travel Time, Federal Holiday Hours	MH	50	\$294.00	\$14,700.00		
4	Job Time, Normal Work Hours	MH	150	\$128.00	\$19,200.00		
5	Job Time, Overtime Work Hours	MH	100	\$195.00	\$19,500.00		
6	Job Time, Federal Holiday Hours	MH	50	\$294.00	\$14,700.00		
7	Inspection Time	MH	150	\$130.00	\$19,500.00		
8	Bucket Truck	MH	800	\$40.00	\$32,000.00		
9	Equipment Allowance	Cost	-				
Total Bid					\$214,450.00	Total Bid	


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

C-4

RESOLUTION AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS RELATED TO THE FORMAL APPLICATION FOR THE USDA HOUSING PRESERVATION GRANT PROGRAM IN THE AMENDED AMOUNT OF \$25,000.00

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

WHEREAS, by Resolution adopted on July 8, 2015, the County adopted a Resolution to comply with pre-application requirements as well as the execution of any and all documents necessary for filing an application for the USDA's Housing Preservation Grant in the amount of \$50,000.00; and

WHEREAS, the USDA through its Notice of Pre-Application Review Action has set the County's grant eligibility at \$25,000.00 and a formal application must be submitted to reflect that adjusted grant amount; and

WHEREAS, the County must submit the formal grant application to the U.S. Department of Agriculture for review, and should said agency approve the application, the Board of Chosen Freeholders acknowledges 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 Freeholder Director is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to any and all documents including the Letter of Obligation from USDA in connection with the filing of the formal grant application and acceptance of grant funds with the U.S. Department of Agriculture requesting grant funds for the Housing Preservation Grant Program in the amount of \$25,000.00; 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, September 16, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

C-4

BUDGET AMENDMENT FORM

DATE: August 28, 2015

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

2. DEPARTMENT: Public Works Planning Division

3. FUNDING AGENCY CONTACT PERSON: Derrick Waltz, USDA Housing Specialist, NJ State Office

4. FUNDING AGENCY PHONE NUMBER: 856-787-7773

5. GRANT AMOUNT: \$ 50,000

6. A. CASH MATCH AMOUNT: \$ 0
(Attach mandated documentation)

B. IN-KIND MATCH: \$ 0

C. MODIFICATION AMOUNT: \$ 25,000.00

D. NEW TOTAL: \$ 25,000.00

8. CONTRACT PERIOD: FROM: 10/1/2015 TO: 9/30/2017

9. HOW DOES COUNTY RECEIVE PAYMENT?:

MONTHLY: _____

QUARTERLY: X _____

END OF CONTRACT: _____

ADVANCE: _____

OTHER (EXPLAIN): _____

10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES X NO _____
ARE THEY MONTHLY _____ QUARTERLY X END OF CONTRACT _____

LIST DATES REPORTS ARE DUE:

Last day of quarter end

11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES _____ NO X
 (IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING SENT OUT FOR RFP'S)
12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES X NO _____
 EXPLAIN: USDA releases a NOFA annually or as when funds become available

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: 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 \$25,000.00 of this grant. This grant will go towards project implementation which will include rehabilitation activities consistent with HUD's Housing Quality Standards.
14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL?
 YES _____ NO X _____

DEPARTMENT HEAD: _____
 Signature

DATE: _____

***WHEN SUBMITTING A BUDGET AMENDMENT REQUEST PLEASE INCLUDE:

- COMMITMENT LETTER
- SIGNED CONTRACT AGREEMENT AS SOON AS IT IS AVAILABLE
- BUDGET PAGE C-2 WITH EXPLANATIONS

*ONLY ONE HARD COPY OF THE BUDGET AMENDMENT REQUEST IS REQUIRED

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

21287 HOMEOWNER REHAB

\$25,000

These funds are used to rehab owner occupied homes for very low and low income families at 30% area median income within rural areas whose populations in towns do not exceed 20,000. It is anticipated that 5 homes can be rehabilitated.

DEPARTMENT: PUBLIC WORKS –PLANNING DIVISION

Form: C-2

DEPARTMENT CODE 180

Submission Date: June 23, 2015

Revision Date: August 28, 2015

C-4

Application for Federal Assistance SF-424 Version 02

<p>*1. Type of Submission</p> <p><input type="checkbox"/> Preapplication</p> <p><input checked="" type="checkbox"/> Application</p> <p><input type="checkbox"/> Changed/Corrected Application</p>	<p>*2. Type of Application</p> <p><input checked="" type="checkbox"/> New</p> <p><input type="checkbox"/> Continuation</p> <p><input checked="" type="checkbox"/> Revision</p>	<p>*If Revision, select appropriate letter(s):</p> <p>B - Decrease Award</p> <p>* Other (Specify)</p> <p>B - Decrease Award</p>
--	---	--

*3. Date Received:	4. Application Identifier:
---------------------------	-----------------------------------

5a. Federal Entity Identifier:	*5b. Federal Award Identifier:
---------------------------------------	---------------------------------------

State Use Only:

6. Date Received by State:	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: Clavton
 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: Mrs.	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

9. 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. / , Donald Norcross 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: October 1, 2015 *b. End Date: September 30, 2017

18. Estimated Funding (\$):

*a. Federal	\$25,000.00
*b. Applicant	\$300,000.00
*c. State	
*d. Local	
*e. Other	
*f. Program Income	\$50,000.00
*g. TOTAL	\$375,000.00

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

21. *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: August 28, 2015

Application for Federal Assistance SF-424

Version 02

***Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 60 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 (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form (including the continuation sheet) required for use as a cover sheet for submission of preapplications and applications and related information under discretionary programs. Some of the items are required and some are optional at the discretion of the applicant or the Federal agency (agency). Required items are identified with an asterisk on the form and are specified in the instructions below. In addition to the instructions provided below, applicants must consult agency instructions to determine specific requirements.

Item	Entry:	Item	Entry:	
1.	Type of Submission: (Required): Select one type of submission in accordance with agency instructions. <ul style="list-style-type: none"> • Preapplication • Application • Changed/Corrected Application – If requested by the agency, check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this to submit changes after the closing date. 	10.	Name Of Federal Agency: (Required) Enter the name of the Federal agency from which assistance is being requested with this application.	
		11.	Catalog Of Federal Domestic Assistance Number/Title: Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable.	
2.	Type of Application: (Required) Select one type of application in accordance with agency instructions. <ul style="list-style-type: none"> • New – An application that is being submitted to an agency for the first time. • Continuation - An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals. • Revision - Any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. If "Other" is selected, please specify in text box provided. <ul style="list-style-type: none"> A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration E. Other (specify) 	12.	Funding Opportunity Number/Title: (Required) Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested, as found in the program announcement.	
		13.	Competition Identification Number/Title: Enter the Competition Identification Number and title of the competition under which assistance is requested, if applicable.	
		14.	Areas Affected By Project: List the areas or entities using the categories (e.g., cities, counties, states, etc.) specified in agency instructions. Use the continuation sheet to enter additional areas, if needed.	
3.	Date Received: Leave this field blank. This date will be assigned by the Federal agency.	15.	Descriptive Title of Applicant's Project: (Required) Enter a brief descriptive title of the project. If appropriate, attach a map showing project location (e.g., construction or real property projects). For preapplications, attach a summary description of the project.	
4.	Applicant Identifier: Enter the entity identifier assigned by the Federal agency, if any, or applicant's control number, if applicable.			
5a.	Federal Entity Identifier: Enter the number assigned to your organization by the Federal Agency, if any.	16.	Congressional Districts Of: (Required) 16a. Enter the applicant's Congressional District, and 16b. Enter all District(s) affected by the program or project. Enter in the format: 2 characters State Abbreviation – 3 characters District Number, e.g., CA-005 for California 5 th district, CA-012 for California 12 th district, NC-103 for North Carolina's 103 rd district. <ul style="list-style-type: none"> • If all congressional districts in a state are affected, enter "all" for the district number, e.g., MD-all for all congressional districts in Maryland. • If nationwide, i.e. all districts within all states are affected, enter US-all. • If the program/project is outside the US, enter 00-000. 	
5b.	Federal Award Identifier: For new applications leave blank. For a continuation or revision to an existing award, enter the previously assigned Federal award identifier number. If a changed/corrected application, enter the Federal Identifier in accordance with agency instructions.			
6.	Date Received by State: Leave this field blank. This date will be assigned by the State, if applicable.			
7.	State Application Identifier: Leave this field blank. This identifier will be assigned by the State, if applicable.			
8.	Applicant Information: Enter the following in accordance with agency instructions:			
	a. Legal Name: (Required): Enter the legal name of applicant that will undertake the assistance activity. This is the name that the organization has registered with the Central Contractor Registry. Information on registering with CCR may be obtained by visiting the Grants.gov website.	17.	Proposed Project Start and End Dates: (Required) Enter the proposed start date and end date of the project.	
	b. Employer/Taxpayer Number (EIN/TIN): (Required): Enter the Employer or Taxpayer Identification Number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444.	18.	Estimated Funding: (Required) Enter the amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses.	
	c. Organizational DUNS: (Required) Enter the organization's DUNS or DUNS+4 number received from Dun and Bradstreet. Information on obtaining a DUNS number may be obtained by visiting the Grants.gov website.			
	d. Address: Enter the complete address as follows: Street address (Line 1 required), City (Required), County, State (Required, if country is US), Province, Country (Required), Zip/Postal Code (Required, if country is US).	19.	Is Application Subject to Review by State Under Executive Order 12372 Process? Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the	
	e. Organizational Unit: Enter the name of the primary organizational unit (and department or division, if applicable) that will undertake the			

	<p>assistance activity, if applicable.</p> <p>f. Name and contact information of person to be contacted on matters involving this application: Enter the name (First and last name required), organizational affiliation (if affiliated with an organization other than the applicant organization), telephone number (Required), fax number, and email address (Required) of the person to contact on matters related to this application.</p>	<p>State intergovernmental review process. Select the appropriate box. If "a." is selected, enter the date the application was submitted to the State</p>		
		<p>20. Is the Applicant Delinquent on any Federal Debt? (Required) Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.</p> <p>If yes, include an explanation on the continuation sheet.</p>		
9.	<p>Type of Applicant: (Required) Select up to three applicant type(s) in accordance with agency instructions.</p> <table border="0" data-bbox="142 720 820 1013"> <tr> <td data-bbox="142 720 483 1013"> <p>A. State Government</p> <p>B. County Government</p> <p>C. City or Township Government</p> <p>D. Special District Government</p> <p>E. Regional Organization</p> <p>F. U.S. Territory or Possession</p> <p>G. Independent School District</p> <p>H. Public/State Controlled Institution of Higher Education</p> <p>I. Indian/Native American Tribal Government (Federally Recognized)</p> <p>J. Indian/Native American Tribal Government (Other than Federally Recognized)</p> <p>K. Indian/Native American Tribally Designated Organization</p> <p>L. Public/Indian Housing Authority</p> </td> <td data-bbox="483 720 820 1013"> <p>M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)</p> <p>N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education)</p> <p>O. Private Institution of Higher Education</p> <p>P. Individual</p> <p>Q. For-Profit Organization (Other than Small Business)</p> <p>R. Small Business</p> <p>S. Hispanic-serving Institution</p> <p>T. Historically Black Colleges and Universities (HBCUs)</p> <p>U. Tribally Controlled Colleges and Universities (TCCUs)</p> <p>V. Alaska Native and Native Hawaiian Serving Institutions</p> <p>W. Non-domestic (non-US) Entity</p> <p>X. Other (specify)</p> </td> </tr> </table>	<p>A. State Government</p> <p>B. County Government</p> <p>C. City or Township Government</p> <p>D. Special District Government</p> <p>E. Regional Organization</p> <p>F. U.S. Territory or Possession</p> <p>G. Independent School District</p> <p>H. Public/State Controlled Institution of Higher Education</p> <p>I. Indian/Native American Tribal Government (Federally Recognized)</p> <p>J. Indian/Native American Tribal Government (Other than Federally Recognized)</p> <p>K. Indian/Native American Tribally Designated Organization</p> <p>L. Public/Indian Housing Authority</p>	<p>M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)</p> <p>N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education)</p> <p>O. Private Institution of Higher Education</p> <p>P. Individual</p> <p>Q. For-Profit Organization (Other than Small Business)</p> <p>R. Small Business</p> <p>S. Hispanic-serving Institution</p> <p>T. Historically Black Colleges and Universities (HBCUs)</p> <p>U. Tribally Controlled Colleges and Universities (TCCUs)</p> <p>V. Alaska Native and Native Hawaiian Serving Institutions</p> <p>W. Non-domestic (non-US) Entity</p> <p>X. Other (specify)</p>	<p>21. Authorized Representative: (Required) To be signed and dated by the authorized representative of the applicant organization. Enter the name (First and last name required) title (Required), telephone number (Required), fax number, and email address (Required) of the person authorized to sign for the applicant.</p> <p>A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)</p>
<p>A. State Government</p> <p>B. County Government</p> <p>C. City or Township Government</p> <p>D. Special District Government</p> <p>E. Regional Organization</p> <p>F. U.S. Territory or Possession</p> <p>G. Independent School District</p> <p>H. Public/State Controlled Institution of Higher Education</p> <p>I. Indian/Native American Tribal Government (Federally Recognized)</p> <p>J. Indian/Native American Tribal Government (Other than Federally Recognized)</p> <p>K. Indian/Native American Tribally Designated Organization</p> <p>L. Public/Indian Housing Authority</p>	<p>M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)</p> <p>N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education)</p> <p>O. Private Institution of Higher Education</p> <p>P. Individual</p> <p>Q. For-Profit Organization (Other than Small Business)</p> <p>R. Small Business</p> <p>S. Hispanic-serving Institution</p> <p>T. Historically Black Colleges and Universities (HBCUs)</p> <p>U. Tribally Controlled Colleges and Universities (TCCUs)</p> <p>V. Alaska Native and Native Hawaiian Serving Institutions</p> <p>W. Non-domestic (non-US) Entity</p> <p>X. Other (specify)</p>			

C-5

RESOLUTION AUTHORIZING THE EXECUTION OF HUD FORM 7015.15 FOR THE CDBG AND HOME PROGRAMS

WHEREAS, the County of Gloucester manages and coordinates the implementation of certain US Department of Housing and Urban Development (HUD) programs to benefit County residents including the Community Development Block Program (CDBG) and the HOME Investment Partnership Program (HOME); and

WHEREAS, in accordance with federal regulations and requirements, certain procedures must be adhered to and specific forms executed prior to HUD evaluating the request for release of funding for CDBG and HOME activities related to the Owner Occupied Rehabilitation Program and the HOME funded CHDO activity to be undertaken by Habitat for Humanity as well as all other HUD requirements being met; and

WHEREAS, HUD Form 7015.15 must be submitted by responsible entities and recipients (as defined in 24 CFR 28.2) when requesting release of funds and requesting the authority to use such funds; and

WHEREAS, HUD Form 7015.15 (Request for Release of Funds and Certification) is being submitted to fund the CDBG and HOME programs for FY 2015 Annual Action Plan.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to HUD Forms 7015.15 (Request for Release of Funds and Certification) for CDBG and HOME and any other necessary documentation related to the project activities cited above.

ADOPTED, at a regular meeting of the Board of Chosen Freeholders, County of Gloucester, held on Wednesday, September 16, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

Request for Release of Funds and Certification

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB No. 2506-0087
(exp. 11/30/2004)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 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. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) FY2015 CDBG Program Annual Action Plan	2. HUD/State Identification Number B-15-UC-34-0109	3. Recipient Identification Number (optional)
4. OMB Catalog Number(s) 14-218	5. Name and address of responsible entity County of Gloucester Office of Government Services Division of Planning 1200 Delsea Drive Clayton, NJ 08312	
6. For information about this request, contact (name & phone number) Christina Velazquez, Senior Program Analyst, Planning Division (856-307-6664)	7. Name and address of recipient (if different than responsible entity)	
8. HUD or State Agency and office unit to receive request Newark Area Office US Dept of Housing & Urban Development		

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

9. Program Activity(ies)/Project Name(s)

- 2015-1 Housing: Owner Occupied Housing Rehabilitation Program(CDBG)

10. Location (Street address, city, county, State)

Gloucester County - Countywide

11. Program Activity/Project Description

2015-01 Continuation of the Homeowner Rehab program to provide lower income homeowners, especially senior citizens and disabled persons, with safe and decent housing.

The balance of the activities listed on the attached No Release Required Statement are either Exempt, Categorical Exclusion, Not Subject to NEPA or were previously Noticed as having No Adverse Impact on the Environment and underwent Release of Funds as multi-year activities

Part 2. Environmental Certification (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

- The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
- The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
- The responsible entity has assumed responsibility for and complied with and will continue to comply with, Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
- After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did did not require the preparation and dissemination of an environmental impact statement.
- The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing

procedure.

6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity

Title of Certifying Officer
Freeholder Director

x Robert M. Damminger

Date signed
September 15, 2015

Address of Certifying Officer

County of Gloucester
County Complex, 115 Budd Blvd.
West Deptford, NJ 08096

Part 3. To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part I and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient

Title of Authorized Officer

X

Date signed

Warning: HUD will prosecute false claims and statements. Convictions may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Request for Release of Funds and Certification

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB No. 2506-0087
(exp. 11/30/2004)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 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. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) FY2015 HOME Program Annual Action Plan	2. HUD/State Identification Number M-15-UC-34-0109	3. Recipient Identification Number (optional)
4. OMB Catalog Number(s) 14-218	5. Name and address of responsible entity County of Gloucester Office of Government Services Division of Planning 1200 Delsea Drive Clayton, NJ 08312	
6. For information about this request, contact (name & phone number) Christina Velazquez, Senior Program Analyst, Planning Division (856-307-6664)	7. Name and address of recipient (if different than responsible entity)	
8. HUD or State Agency and office unit to receive request Newark Area Office US Dept of Housing & Urban Development		

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

- Program Activity(ies)/Project Name(s)
- 2015-1 Housing: Owner Occupied Housing Rehabilitation Program(HOME)
- CHDO Habitat –Woodbury Project (HOME)

10. Location (Street address, city, county, State)

Gloucester County - Countywide

11. Program Activity/Project Description

2015-01 Continuation of the Homeowner Rehab program to provide lower income homeowners, especially senior citizens and disabled persons, with safe and decent housing.

CHDO Habitat –Woodbury Project -456 Allen Street - The County proposes to construct a new single-family home for eventual purchase by an income-qualified household.

Part 2. Environmental Certification (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with, Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did did not require the preparation and dissemination of an environmental impact statement.

5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity

Title of Certifying Officer
Freeholder Director

x Robert M. Damminger

Date signed
September 15, 2015

Address of Certifying Officer

County of Gloucester
County Complex, 115 Budd Blvd.
West Deptford, NJ 08096

Part 3. To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part I and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient

Title of Authorized Officer

X

Date signed

Warning: HUD will prosecute false claims and statements. Convictions may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

C-6

**RESOLUTION AUTHORIZING A CONTRACT WITH MASER CONSULTING, P.A.
FROM SEPTEMBER 1, 2015 TO AUGUST 31, 2016 IN AN AMOUNT NOT TO EXCEED
\$50,000.00**

WHEREAS, there exists a need for the County of Gloucester to contract for the services of Housing Inspector/Engineer for the Community Development Block Grant (CDBG) and HOME Investment Partnership Programs; and

WHEREAS, the County requested proposals via RFP 015-031 from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

WHEREAS, the evaluation, based on the established criteria, concluded that Maser Consulting, P.A. with offices at 156 Stagecoach Road, Marmora, New Jersey, 08223, made the most advantageous proposal; and

WHEREAS, the contract shall be for estimated units of service in an amount not to exceed \$50,000.00 from September 1, 2015 to August 31, 2016 pursuant to the proposal submitted by the Contractor; and

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

WHEREAS, this contract may be awarded pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in accordance with N.J.S.A.40A:11-5(1)(a)(i), in that the subject matter of the contract is for the provision of professional services.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to the contract with Maser Consulting, P.A. for the provision of Housing Inspection/Engineering services relative to the CDBG and HOME Investment Partnership Programs in an amount not to exceed \$50,000.00 from September 1, 2015 to August 31, 2016; and

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

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester, held on Wednesday, September 16, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

C6

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
MASER CONSULTING, P.A.**

THIS CONTRACT is made this **1st day of September, 2015**, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices located at 2 South Broad Street, Woodbury, New Jersey 08096 hereinafter referred to as "**County**", and **MASER CONSULTING, P.A.** of 156 Stagecoach Road, Marmora, New Jersey 08223 hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, the County of Gloucester has determined that there is a need for the services of Housing Inspector/Engineering Services for its Owner Occupied Rehabilitation Program funded by the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Programs as per **RFP 015-031**; and

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

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

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

TERMS OF AGREEMENT

1. **TERM**. The term of the contract shall be from September 1, 2015 to August 31, 2016.
2. **COMPENSATION**. Contractor shall be compensated as per the proposal submitted by the Contractor, dated August 18, 2015, and/or in accordance with Schedule A attached hereto and incorporated into and made part of this Contract in an amount not to exceed \$50,000.00.

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

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

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the

invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in shall be as set forth in Contractor's Qualifications Statement and/or Scope of Services attached hereto as Schedule B, and in accordance with the specifications of the RFP 015-031 and Contractor's responsive proposal dated August 18, 2015, which are incorporated by reference and made part of this Contract. Should there occur a conflict between this form of contract and RFP 015-031, this contract shall prevail.

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

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the parties agree as follows, where applicable:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation and 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 and gender identity or expression, disability, nationality or sex. Such equal employment opportunities 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 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 gender, 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, where applicable, 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, where applicable, agrees to make good faith efforts to meet targeted 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 the County a copy of all current licenses 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 the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents and/or subcontractors.

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

A. Pursuant to the termination provisions set forth in the RFP 015-031 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 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 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. **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 and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

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

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

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

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

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

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

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

19. **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.

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP 015-031 issued by the County of Gloucester and Contractor's responsive proposal dated August 18, 2015. If there should occur a conflict between this form of Contract or RFP 015-031 and the Contractor's responsive proposal dated August 18, 2015, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this **1st day of September, 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, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

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

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

MASER CONSULTING, P.A.

**J. TIMOTHY KERNAN,
PRESIDENT**

SCHEDULE A

Payment Schedule

Consistent with the Cost proposal submitted with Contractors response to the RFP, the services provided under this agreement shall be paid for monthly by the County, payable after the services are completed and the invoice is submitted and approved by the County. Purchasing will then match the invoice with the voucher, receiving report and purchase order. After all paperwork is reviewed the voucher will be prepared for payment.

Cost for the rehabilitation inspection/engineering services of one (1) unit: \$850 per unit

1. Appointment and initial site inspection with homeowner	\$350
2. Work write-up in bid spec format plus photos	\$350
3. Provide construction administration with maximum of two (2) site visits which includes final inspection	<u>\$150</u>
	\$850

- ♦ Work write-up shall be separated into bid spec format (roof, heater, electrical, plumbing.
- ♦ Submissions shall give a conclusive per unit cost
- ♦ Construction administration required beyond the two (2) site visits quoted will be billed as an additional charge of \$150 per site visit.

Schedule B

Scope of Services

Housing Inspection and Engineering Services for its Owner Occupied Rehabilitation Program. The Owner Occupied Rehabilitation Program provides direct financial assistance to low and moderate income households for housing rehabilitation. Upon direction by the County, the Housing Inspector/Engineer shall, with approval by the County, Property Owner, and the Local Building Code Official, perform the following services:

- Inspect designated property within 10 working days of receiving request.
- Create detailed work write-ups with associated estimated construction costs;
- Provide construction administration as needed to ensure quality of work by construction contractor which may include additional site visits.
- Final inspections must be made within five working days of receiving write up request.
- Approve contractor requisitions for payment.
- Site visits and work write-ups for emergency rehabs must be completed within 48 hours of notification.
- All non-emergency project work write-ups must be submitted within two weeks of notification.
- “Before” and “After” pictures to be taken of Project and submitted to the Community Development Office. Additional photos required for compliance with State Historical Preservation Office (SHPO) for structures over 50 years old.

A 1% monetary penalty will be assessed for every day beyond the 10 day (initial inspection) or 5 day (final inspection) work write up request.

In inspecting and providing work write-ups indicating items that need repair, the Housing Inspector and/or Engineer must ascertain that the following standards and codes are enforced to ensure housing quality:

1. The Housing Quality Standards (HQS) for the Section 8 Existing Housing Program of the U.S. Dept. of Housing and Urban Development including Lead-based paint requirements;
2. The BOCA (Building Offices and Code Administrators) Building and Housing Property Maintenance Code;
3. The Uniform Construction Code of the State of New Jersey;
4. The Cost Effective Energy Conservation and Effectiveness Standards;
5. Other applicable local codes, rehabilitation standards, or ordinances.

The County estimates that it will provide assistance for the rehabilitation of approximately 60 housing units during a designated 12 month period.

BASIS OF AWARD

(To be completed by County evaluation committee)

(100 Point total will be used to determine the Award)

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

RFP-15-031 Engineer / Inspection Services – CDBG – Maser Consulting

EVALUATION FACTORS	SCORE
Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	
<p>A. <u>Technical Proposal contains all required information</u> All required documentation submitted.</p> <p align="center"><u>5</u> points</p>	5
<p>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u> Over 30 years of expertise with knowledge and experience of CDBG HOME regulations regarding the program.</p> <p align="center"><u>25</u> points.</p>	24
<p>C. <u>Relevance and Extent of Similar Engagements performed</u> The vendor has many projects listed and the lead inspector/engineer has been providing services currently.</p> <p align="center"><u>25</u> points.</p>	21
<p>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Has thorough knowledge of the codes and regulations relevant to the program and is within close proximity for timely appointments with projects.</p> <p align="center"><u>25</u> points.</p>	23
<p>E. <u>Reasonableness of Cost Proposal</u> Approximately \$850 per unit to include initial inspection and write up with 2 additional site visits</p> <p align="center"><u>20</u> points.</p>	18
TOTALS	91



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

156 Stagecoach Road
Marmora, NJ 08223
T: 609.390.1927
F: 609.390.0040
www.maserconsulting.com

August 18, 2015

Peter M. Mercanti, Purchasing Director
Gloucester County Purchasing Department
County Administration Building
2 South Broad Street
Woodbury, NJ 08096

RE: Request for Proposal, #015-031
Housing Inspection/Engineering Services for its Owner Occupied Rehabilitation Program
funded by the Community Development Block Grant (CDBG) and HOME Investment
Partnership Programs
MC Proposal No. 15001548P

Dear Mr. Mercanti:

I want to express my sincere interest in the opportunity to continue to provide Inspection/Engineering services for the Gloucester County Owner Occupied Rehabilitation Program. Enclosed please find one original and five copies of the qualifications of our firm including those assigned to execute the work, a more detailed scope of services, associated fees, the required County forms and other submission information as outlined in the Request for Proposal.

Nevin Fahs, who works from Gloucester County, is being named to perform the inspections and I will be the licensed Professional Engineer in charge. Nevin has been responsible for these inspections for the last year and is very familiar with Gloucester County's CDBG program and HUD regulations.

Maser Consulting is an award-winning, multi-disciplined firm with a team of experienced professionals who have been providing an extensive array of services to public sector clients throughout New Jersey since 1984.

As you review our submittal, you will see that Maser Consulting has an excellent reputation and extensive experience to perform and carry out services. Our Statement of Qualifications was created to assist Gloucester County by clearly explaining Maser Consulting's experience and reputation in the field, our ability to accommodate any required project timelines and meetings, and all other factors to support the best interests of Gloucester County.

Thank you for your consideration. We look forward to working with you. If there are any questions or you require further information, please feel free to contact me at 609-390-1927 ext. 4406 or via email at tkernan@maserconsulting.com.

Customer Loyalty *through* Client Satisfaction

2015-2016 CONTRACT PERIOD

Total proposed cost to the County program for the rehabilitation inspection/engineering services of one (1) unit: **\$850 per unit.**

The following shall be considered when defending per unit price:

1.	Appointment and initial site inspection with homeowner	\$350.00
2.	Work write-up in bid spec format plus photos	\$350.00
3.	Provide construction administration with maximum of two (2) site visits which includes final inspection	\$150.00
TOTAL PER UNIT		\$850.00

Notes:

- Work write-up shall be separated into bid spec format (roof, heater, electrical, plumbing).
- Submissions shall give a conclusive per unit cost.
- Construction administration required beyond the two (2) site visits quoted will be billed as an additional charge of \$150 per site visit.





Peter M. Mercanti, Gloucester County Purchasing Dept.
MC Project No. 15001548P
August 18, 2015
Page 2 of 2

Best regards,

MASER CONSULTING P.A.

A handwritten signature in black ink, appearing to read 'J. Timothy Kernan', is written over a printed name and title.

J. Timothy Kernan, P.E., P.P., C.M.E.
Geographic Discipline Leader and Principal Associate

JTK/rd
Enclosures (1 original/5 copies)

Document 1 - jtk cover letter

C-7

**RESOLUTION AUTHORIZING A CONTRACT WITH TRIAD ASSOCIATES, INC.,
FROM SEPTEMBER 1, 2015 TO AUGUST 31, 2016 IN AN AMOUNT NOT TO EXCEED
\$115,000.00**

WHEREAS, the County of Gloucester requires the services of a Planning Consultant and Project Implementation Manager on various projects for the County's Planning Division and requested proposals via RFP 015-030 from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

WHEREAS, the evaluation, based on the established criteria, concluded that Triad Associates, Inc., with offices at 1301 W. Forrest Grove Road, Vineland, New Jersey 08360, made the most advantageous proposal; and

WHEREAS, the contract shall be for estimated units of service in an amount not to exceed \$115,000.00 from September 1, 2015 to August 31, 2016 pursuant to the proposal submitted by the Contractor; and

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

WHEREAS, this contract may be awarded pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in accordance with N.J.S.A. 40A:11-5(1)(a)(i), in that the subject matter of the contract is for the provision of professional services.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to the contract with Triad Associates, Inc., for the provision of Planning Consultant and Project Implementation services relative to the Community Development Block Grant and HOME Investment Partnership Programs in an amount not to exceed \$115,000.00 from September 1, 2015 to August 31, 2016; and

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

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester, held on Wednesday, September 16, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

9

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
TRIAD ASSOCIATES, INC.**

THIS CONTRACT is made this **1st day of September, 2015**, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096 hereinafter referred to as "**County**", and **TRIAD ASSOCIATES, INC.**, of 1301 W. Forrest Grove Road, Vineland, New Jersey 08360, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, the County of Gloucester has determined that there is a need for the services of Planning Consultant and Project Implementation and Activity Delivery Services for its Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Programs as per **RFP 015-030**; and

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

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

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

TERMS OF AGREEMENT

1. **TERM**. The term of the contract shall be from September 1, 2015 to August 31, 2016.
2. **COMPENSATION**. Contractor shall be compensated as per the proposal submitted by the Contractor, dated August 14, 2015, and/or in accordance with Schedule A attached hereto and incorporated into and made part of this Contract in an amount not to exceed \$115,000.00.

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

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

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the

invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in shall be as set forth in Contractor's Qualifications Statement and/or Scope of Services attached hereto as Schedule B, and in accordance with the specifications of the RFP 015-030 and Contractor's responsive proposal dated August 14, 2015, which are incorporated by reference and made part of this Contract. Should there occur a conflict between this form of contract and RFP 015-030, this contract shall prevail.

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

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the parties agree as follows, where applicable:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation and 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 and gender identity or expression, disability, nationality or sex. Such equal employment opportunities 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 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 gender, 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, where applicable, 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, where applicable, agrees to make good faith efforts to meet targeted 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 the County a copy of all current licenses 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 the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents and/or subcontractors.

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

A. Pursuant to the termination provisions set forth in the RFP 015-030 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 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 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. **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 and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

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

10. **SET-OFF.** Should Contractor either refuse or neglect to perform the service which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.
12. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
13. **NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
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.** Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of the United States and of any other entity having jurisdiction pertaining to the performance of Contractor's services.
18. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent Contractor and is not an agent of the County.
19. **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.

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP 015-030 issued by the County of Gloucester and Contractor's responsive proposal dated August 14, 2015. If there should occur a conflict between this form of Contract or RFP 015-030 and the Contractor's responsive proposal dated August 14, 2015, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 1st day of September, 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, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

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

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

TRIAD ASSOCIATES, INC.

**MICHAEL ZUMPINO,
CHAIRMAN**

(Please Print Name)

(Please Print Name)

SCHEDULE A

Payment Schedule

The services provided under this agreement shall be paid for monthly by the County, payable after the services are completed and the invoice is submitted and approved by the County. Purchasing will then match the invoice with the voucher, receiving report and purchase order. After all paperwork is reviewed the voucher will be prepared for payment. Invoices will be payable consistent with the Contractor's cost proposal below:

Flat rate schedule:

♦ Technical Services	\$10,000
♦ Preparation of 2016 Annual Action Plan	\$ 8,900
♦ Preparation of 2016 Environmental Review Record	\$ 6,120
♦ Preparation of 2015 CAPER	\$ 7,560
♦ Oversight, coordination and implementation of the Owner-occupied rehabilitation program as outlined in Exhibit B	\$4,750 monthly

Technical Services Hourly rate schedule:

♦ President/Chairman	\$175/hour
♦ Vice President	\$175/hour
♦ Technical Advisor	\$150/hour
♦ Senior Associate	\$150/hour
♦ Associate	\$135/hour

The following services are provided under the technical services component of this contract include, but are not limited to:

- ♦ Preparation and submission of formal USDA Housing Preservation Grant (HPG) application
- ♦ Technical advisory services for administration of HPG
- ♦ Strategy and Application for available grants/funds related to economic and community development
- ♦ Conduct monitoring of Public Services, Housing Rehabilitation and Labor Compliance Files, and other programs as needed
- ♦ Assist with contract/labor standard compliance
- ♦ Provide HOME/Subsidy layering analysis
- ♦ Develop and Implement IDIS Training and Technical Assistance component
- ♦ Amendments to Action Plan including change of projects/activities
- ♦ Strategies for implementing current funding sources
- ♦ Provide General Technical Services as required

Schedule B Scope of Services

The Planning Consultant shall provide services in each category including but not limited to:

Planning/Administrative Services:

- Technical Services
- Preparation of the 2016 Annual Action Plan
- Preparation of 2015 Caper
- Develop an inventory of State, Federal, and private resources which can assist the County and participating Urban County Municipalities in their overall program planning for community development;
- Act as an agent on behalf of the County and the participating Urban County Municipalities in the pursuit and application of State, Federal and private funds that may assist in the expansion of the Urban County Community Development Program;
- Provide extensive housing and community development consulting services to the County and participating Urban County Municipalities, which shall include:
 - Working with lenders in considering a County-sponsored Housing and Community Development Program that involves public and private funding, resulting in below-market blended interest rates for community development activities;
 - Internal monitoring of municipal and project files to ensure compliance with HUD Single Audits
- Technical Assistance with reporting requirements and training related to IDIS
- Assist the County in developing new and specific programs and projects to be executed with the available financial resources for community development activities;
- Provide technical assistance to the County in preparation of Annual Action Plan for the Urban County participating municipalities in accordance with applicable HUD guidelines, regulations and statutes including submission via electronic format in IDIS. The County will coordinate and schedule all public hearings and will provide representation from the Community Development office at the respective hearings. The Consultant will also participate, when necessary, in the public hearings so as to be properly apprised of community, housing, and economic development issues that may arise through the public hearing process. The County will provide base data, including census data, 20/20 mapping, and other demographic data that will enable the Consultant to develop the Plan.
- Provide technical assistance for revisions/amendments of Annual Action Plan as necessary and submission of Plans in IDIS
- Preparation of the Consolidated Annual Performance and Evaluation Report (CAPER) as required by HUD and submission in IDIS
- Provide consulting services regarding program administration.
- Provide training to County staff and sub grantees on CDBG and HOME programs.
- Assist the County in program monitoring of sub grantees and HUD programmatic monitoring.
- Provide technical assistance to sub grantees on program related issues.
- Provide General Technical Services as requested

Program Implementation/Activity Delivery Services:

- Assist the County with case management and implementation services for county-wide owner-occupied rehabilitation program which shall include:
 - Initial Application Review, client file initiation, preliminary documentation work-up -Refresh application information when due for rehab.
 - Create and maintain project spread sheet.
 - Schedule initial inspection with inspector and client.

- Confirm inspection appointment day with inspector (under separate contract) and client.
- Attend inspection for pictures, verify application facts and occupancy.
- Review Work Write-up when received with client.
- Letter to client requesting permission to quote out project
- Compile, copy and fax quote package to contactors.
- Analyze quotes, select contractor, and mail award letters.
- Section 106 Historic Preservation review paperwork (if required by the Borough).
- Schedule contract signing and pre-construction conference.
- Prepare construction contracts and loan documents.
- Verify Borough code official sign offs at end of job.
- Provide continuing technical assistance in addressing noise impact on rehabilitation and construction projects;
- 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 continuing technical assistance HOME/Subsidy layering analysis
- Provide technical and administrative assistance for municipal and special projects, which may include attendance at project pre-construction meetings and Public Hearings.
- Assist the County in project review, project feasibility studies, including subsidy layering analyses, and other specific project related activities.



August 14, 2015

Peter Mercanti, Director
Purchasing Department
County of Gloucester
Two S. Broad Street
Woodbury, NJ 08096

RE: Response to Request for Proposals for Planning Consultant / Project Implementation for various Grant Funded Programs including Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) Programs – RFP # 015-030

Dear Mr. Mercanti:

Enclosed please find one (1) original and five (5) copies of Triad Associates' response to Gloucester County's Request for Proposals for Planning Consultant / Project Implementation Services for its Grant Funded Programs including the Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) Programs. We look forward to the opportunity to continue to be of service.

Thank you for the opportunity to submit this proposal and for your thoughtful consideration.

Please feel free to contact us with any questions at 856-690-9590.

Sincerely yours,

Michael Zumpino, Chairman/CEO
MZ/mm
Enclosure

New Jersey Office
1301 W. Forest Grove Rd., Vineland, NJ 08360
P 856.690.9590 F 856.690.5622

Pennsylvania Office
309 W. Glenside Ave., Glenside, PA 19038
P 215.576.1950 F 215.576.1940

Web
www.triadincorporated.com

COST PROPOSAL

The following is a delineation of activities for Triad Associates' Community Development Consulting Services contract with Gloucester County.

Preparation of FY2016 Annual Action Plan	\$ 8,900
Preparation of FY2016 Environmental Review Record	\$ 6,120
Preparation of FY2015 CAPER	\$ 7,560
Technical Services	\$10,000
Assistance with Housing Rehabilitation Case Management and Implementation Services (based on an estimate of 50 cases per year)	\$ 4,750 per month

Additionally, the following services will be provided on an hourly basis under the Technical Services component of our contract:

- Conduct monitoring of Public Service, Housing Rehabilitation and Labor Compliance files
- Assist with contract/labor standard compliance
- Provide Home/Subsidy layering analysis
- Continued implementation of NSP initiative
- Provide General Technical Services as requested
- Develop and Implement IDIS Training and Technical Assistance component to comply with HUD's new eCon Planning Suite's requirements
- Updates to Analysis of Fair Housing Impediments and/or Language Assistance Plan

TRIAD Associates will undertake the specified tasks in the RFP. While the contract amount is subject to negotiations upon award of the contract, the following hourly rate schedule, which includes all travel, clerical and related expenses, reflects the general fee structure:

LABOR CATEGORY	RATE
President / Chairman	\$175 per hour
Vice President	\$175 per hour
Technical Advisor	\$150 per hour
Senior Associate	\$150 per hour
Associate	\$135 per hour

Every effort has been made to judiciously assign personnel and allocate their time to maximize benefit at the least cost to the County and without compromising the quality/level of services provided.

The hourly rate is inclusive of all permits, fees, travel costs, materials, overhead, fringe benefits and other miscellaneous costs, as required by the Gloucester County RFP, and does not include NJ Sales Tax.

COMPLIANCE WITH "LIVING WAGE" REQUIREMENT

Triad Associates hereby commits to comply with the provisions of the County of Gloucester "Living Wage" Resolution per Article PUR 3.3, Purchasing Procedures, dated August 1, 2001, amended August 22, 2001.

BASIS OF AWARD

(To be completed by County evaluation committee)

(100 Point total will be used to determine the Award)

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

RFP-015-030 Planning Consultant - TRIAD

EVALUATION FACTORS	SCORE
Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	
A. Proposal contains all required checklist information <u>5</u> points All required documentation submitted.	5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> Over 40 years experience in this field with a proven track record. HUD, CDBG, HOME and USDA HPG are all housing related programs that meet State and Federal requirements. <u>25</u> points	24
C. <u>Relevance and Extent of Similar Engagements performed</u> Many projects listed. Vendor has extensive County experience. Also they are our current vendor for this service. <u>25</u> points	24
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Thoroughly understands CDBG requirements and has IDIS training. Can provide the Home Rehab Project Implementation required. <u>25</u> points	24
E. Reasonableness of Cost Proposal The flat fees for the Action Plan, Environmental Record, CAPER, and Rehab Implementation consistent with the scope of work. 175.00 President / 150.00 Vice President / 150.00 Technical Advisor / 135.00 Senior Associate for Technical Services <u>20</u> points	18
TOTALS	95

f-1

RESOLUTION ACCEPTING BEQUEST OF \$78,184.90 TO THE COUNTY ANIMAL SHELTER FROM THE ESTATE OF RONALD J. POOLE

WHEREAS, the Gloucester County Animal Shelter was named as a beneficiary of an investment account of Ronald J. Poole, deceased; and

WHEREAS, the County, on behalf of the Animal Shelter has received an initial payment in the amount of \$78,184.90 as partial distribution of decedent's investment account bequeathed to the Shelter; and

WHEREAS, the County will also receive an additional distribution within the next six to twelve (6-12) months, upon finalization of expenses and payment of taxes associated with Mr. Poole's estate; and

WHEREAS, N.J.S.A. 40A:5-29 authorizes local governments to accept such bequests, legacies and gifts.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the County, on behalf of its Animal Shelter, hereby expresses its appreciation and accepts the bequest from Ronald J. Poole, deceased, in the amount of \$78,184.90; and

BE IT FURTHER RESOLVED, that the Gloucester County Treasurer is also hereby authorized to accept, on behalf of the County Animal Shelter, any supplemental monies which may be forthcoming after the final settlement of expenses and payment of taxes associated with this estate.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, September 16, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

f-2

RESOLUTION AUTHORIZING AN APPLICATION WITH THE STATE DIVISION OF CRIMINAL JUSTICE FOR THE 2015 BODY ARMOR REPLACEMENT GRANT

WHEREAS, the New Jersey Department of Law & Public Safety, Division of Criminal Justice Body Armor Replacement Grant Program awards body armor (vest) replacement grants annually to effectuate a five-year vest replacement cycle. The Program requires annual renewal applications; and

WHEREAS, the County, through the Prosecutor's Office, desires to apply for renewal of the Grant for 2015 for the purchase of the vests for Detectives and Law Enforcement Officers. The County has in previous years applied for and received the grant funding; and

WHEREAS, the number of vests to be purchased will be determined by the amount of the grant award as determined by the State. The term of the grant is for the fiscal year of 2015; and

WHEREAS, the Gloucester County Prosecutor's Office has reviewed all data supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders that all such data 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 New Jersey Department of Law & Public Safety, Division of Criminal Justice, for the 2015 State Body Armor Replacement Program Grant for body armor (vests) for Prosecutor's Office.

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; and

BE IT FUTHER RESOLVED that the Gloucester County Prosecutor's Office will be responsible for grant implementation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, September 16, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER
ADMINISTRATOR/CLERK OF THE BOARD

TOTAL PROGRAM BUDGET \$ To be determined by Grantor

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ N/A

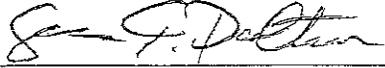
TOTAL OTHER EXPENSES (b): \$ To be determined

TOTAL FRINGE (c): \$ N/A

TOTAL PROGRAM COST (d): \$ To be determined

TOTAL GRANT FUNDING (e): \$ To be determined by Grantor

TOTAL COUNTY FUNDING (f): \$ To be determined

DEPT. HEAD: 
Sean F. Dalton, Prosecutor Signature

DATE: 8/24/5

***PLEASE FORWARD ONE HARD COPIES AND ONE ELECTRONIC COPY OF THE FOLLOWING ITEMS TO YOUR ACCOUNTANT AT THE TREASURER'S OFFICE:

- € GRANT REQUEST FORM
- € GRANT REVIEW SHEET
- € C-2 FORM
- € GRANT APPLICATION
- € RESOLUTION AND BLURB

***IF SIGNATURES ARE REQUIRED PLEASE HAVE THE NAME TYPED OUT AND FLAGGED.

***IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES.

FY 2015 STATE BODY ARMOR REPLACEMENT FUND APPLICATION
C-2 LINE ITEM/BUDGET NARRATIVE

631-00 Police Equipment

To be determined

To purchase replacement and/or new hire body armor for detectives in the Gloucester County Prosecutor's Office. Body armor helps absorb the impact from firearm-fired projectiles and is worn on the torso. Body armor is individually fitted for officers and only has a useful life of five (5) years and then must be replaced.

**RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATIVE TO
THE 2015 STATE BODY ARMOR REPLACEMENT FUND GRANT APPLICATION
THROUGH STATE OF NEW JERSEY, DIVISION OF CRIMINAL JUST, BODY ARMOR
REPLACEMENT PROGRAM IN AN AMOUNT TO BE DETERMINED BY THE FUNDING
AGENCY, FOR THE FISCAL YEAR 2015**

To purchase replacement and/or new hire body armor for detectives in the Gloucester County Prosecutor's Office. Body armor helps absorb the impact from firearm-fired projectiles and is worn on the torso. Body armor is individually fitted for officers and only has a useful life of five (5) years and then must be replaced. This grant helps offset the cost to the County.

njhome my new jersey people business government departments	<input type="text"/>	<input type="button" value="search"/>
office of the attorney general department of law & public safety OAG home		
 Division of Criminal Justice		
Body Armor Replacement Program		
DCJ HOME>> Body Armor Home>>		

Thank you very much for submitting your Body Armor application via the internet. This is the information that you have submitted

Please review the information that you have entered carefully.

In order for this portion of the application to be completed, you must "sign" by re-entering your PIN number and then click the submit button.

If you need to change anything, please use the BACK button of your browser or [click here](#).

The Chief Financial Officer must complete the remaining portion of the application in order for your agency to receive this grant funding.

Today's Date :	08/21/2015
Your DCJ Tracking Number :	17806
Treasury Location Code:	04
Tax ID :	21-600-0660
Agency Name :	Gloucester County Prosecutor's Office
Agency Type :	Prosecutor
County :	Gloucester
Municipality :	GLOUCESTER
Agency Address :	P.O. Box 623 70 Hunter Street
Agency City :	Woodbury
Agency State :	NJ
Agency Zip :	08096
Agency Phone Number :	(856) 384-5500
Agency Fax Number :	(856) 384-8626

Contact Name:	Mr. Ronald F. Koller Jr.
Contact Title :	Sergeant
Contact e-mail Address :	rkoller@co.gloucester.nj.us
Contact Address :	PO Box 623
Contact City :	Woodbury
Contact State :	NJ
Contact Zip :	08096
Contact Phone Number :	(856) 384-5605
Contact Fax Number:	(856) 384-8626

Chief / Agency Head : Mr. Sean F. Dalton
 Chief Title : Prosecutor
 Chief E-Mail Address : sdalton@co.gloucester.nj.us
 Chief Address : P.O. Box 623
 Chief City : Woodbury
 Chief State : NJ
 Chief Zip : 08096
 Chief Phone Number : (856) 384-5534
 Chief Fax Number : (856) 384-8624
 Current Officers : 36 , in 2014: 35
 Chief Comments :

The Gloucester County Prosecutor's Office has purchased 4 ballistic vests and will be purchasing and additional 3 vests in the next 60 days. We will also be required to purchase 24 ballistic vests in 2016.

Chief Financial Officer : Mr. Gary M. Schwarz
 CFO Title : CFO
 CFO E-Mail Address : aliberto@co.gloucester.nj.us
 CFO Address : P.O. Box 337
 CFO City : Woodbury
 CFO State : NJ
 CFO Zip : 08096
 CFO Phone Number : (856) 853-3353
 CFO Fax Number : (856) 251-6778

Year	# Officers	Funding	State Funded Expenditure	Cumulative Unexpended Balance	Vests Purchased	Reason Not Spent**	Other Reason (OTH code explanation area)
1998	0	\$1,893.59	\$1,893.59	\$0.00	4		
1999	0	\$2,641.30	\$2,641.30	\$0.00	8		
2000	0	\$2,423.95	\$0.00	\$2,423.95	0		
2001	21	\$1,996.43	\$2,424.43	\$1,995.95	4		
2002	30	\$2,834.14	\$532.00	\$4,298.09	1		
2003	31	\$2,877.38	\$0.00	\$7,175.47	0		
2004	34	\$3,170.37	\$10,345.84	\$0.00	12		
2005	34	\$3,066.35	\$3,066.35	\$0.00	4		
2006	34	\$3,197.46	\$0.00	\$3,197.46	0	PRC	
2007	35	\$3,764.21	\$3,197.46	\$3,764.21	5	OTH	Min. 2 vests to be purch. within 60 days
2008	35	\$3,397.42	\$0.00	\$7,161.63	0	OTH	Employee did not retire.No expirations.
2009	34	\$1,330.21	\$6,438.00	\$2,053.84	12	PRC	
2010	34	\$3,180.80	\$0.00	\$5,234.64	0	PRC	
2011	34	\$3,397.05	\$8,167.56	\$464.13	12	PRC	
2012	34	\$3,477.24	\$0.00	\$3,941.37	0	PRC	
2013	35	\$4,495.78	\$2,303.08	\$6,134.07	4	PRC	
2014	35	\$3,452.30	\$0.00	\$9,586.38	0		
Totals		\$50,595.98	\$41,009.61	\$9,586.38	66		

****Legend for "Reason Not Spent":**

NIN-No Immediate Need; NSF-Non Sufficient Funds;

PRC-Procurement in Progress; OTH-Other Reason (explain in "Other Reason" area)

PIN:

In order for this portion of the application to be completed, you must "sign" by re-entering your PIN number and then click the submit button.

If you need to change anything, please use the BACK button of your browser or [click here](#).

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New Jersey Division of Criminal Justice
Program Development and Grants Section
Body Armor Replacement Program
Richard J. Hughes Justice Complex
25 Market Street, P.O. Box 085
Trenton, NJ 08625-0085
[If you have questions please email us](#)

Technical problems? Please email [Webmaster](#)

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Agency Information	
Agency Id	249
DCJ Tracking Number	17806
Treasury Location Code	04
Tax ID	21-600-0660
Agency Name	Gloucester County Prosecutor's Office
Agency Type	Prosecutor
County	Gloucester
Municipality	GLOUCESTER
Address	P.O. Box 623 70 Hunter Street
City, State, ZIP	Woodbury, NJ 08096
Phone Number	(856) 384-5500
Fax Number	(856) 384-8626

Agency Contact Information	
Name	Mr. Ronald F. Koller Jr.
Title	Sergeant
Email Address	rkoller@co.gloucester.nj.us
Address	PO Box 623
City, State, ZIP	Woodbury, NJ 08096
Phone Number	(856) 384-5605
Fax Number	(856) 384-8626

Agency Head/Chief Law Enforcement Officer	
Name	Mr. Sean F. Dalton
Title	Prosecutor
Email Address	sdalton@co.gloucester.nj.us
Address	P.O. Box 623
City, State, ZIP	Woodbury, NJ 08096
Phone Number	(856) 384-5534
Fax Number	(856) 384-8624
Submission Date	08/21/2015
Current Officers	36, in 2014: 35
<p>Comments: The Gloucester County Prosecutor's Office has purchased 4 ballistic vests and will be purchasing and additional 3 vests in the next 60 days. We will also be required to purchase 24 ballistic vests in 2016.</p>	

Chief Financial Officer	
Name	Mr. Gary M. Schwarz
Title	CFO
Email Address	aliberto@co.gloucester.nj.us
Address	P.O. Box 337
City, State, ZIP	Woodbury, NJ 08096
Phone Number	(856) 853-3353
Fax Number	(856) 251-6778

Financial History							
Year	# Officers	Funding	State Funded Expenditure	Cumulative Unexpended Balance	Vests Purchased	Reason Not Spent	Other Reason
1998	0	\$1,893.59	\$1,893.59	\$0.00	4		
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2000	0	\$2,423.95	\$0.00	\$2,423.95	0		
2001	21	\$1,996.43	\$2,424.43	\$1,995.95	4		
2002	30	\$2,834.14	\$532.00	\$4,298.09	1		
2003	31	\$2,877.38	\$0.00	\$7,175.47	0		
2004	34	\$3,170.37	\$10,345.84	\$0.00	12		
2005	34	\$3,066.35	\$3,066.35	\$0.00	4		
2006	34	\$3,197.46	\$0.00	\$3,197.46	0	PRC	
2007	35	\$3,764.21	\$3,197.46	\$3,764.21	5	OTH	Min. 2 vests to be purch. within 60 days
2008	35	\$3,397.42	\$0.00	\$7,161.63	0	OTH	Employee did not retire.No expirations.
2009	34	\$1,330.21	\$6,438.00	\$2,053.84	12	PRC	
2010	34	\$3,180.80	\$0.00	\$5,234.64	0	PRC	
2011	34	\$3,397.05	\$8,167.56	\$464.13	12	PRC	
2012	34	\$3,477.24	\$0.00	\$3,941.37	0	PRC	
2013	35	\$4,495.78	\$2,303.08	\$6,134.07	4	PRC	
2014	35	\$3,452.30	\$0.00	\$9,586.38	0		
Totals		\$50,595.98	\$41,009.61	\$9,586.38	66		

7-3

RESOLUTION AUTHORIZING GRANT APPLICATION TO THE STATE OF NEW JERSEY, DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE, OFFICE OF VICTIM/WITNESS ADVOCACY FOR THE SEXUAL ASSAULT RESPONSE TEAM/SEXUAL ASSAULT NURSE EXAMINERS GRANT, IN THE AMOUNT OF \$105,119.00 FROM OCTOBER 1, 2015 TO SEPTEMBER 30, 2016

WHEREAS, there exists a need in the County of Gloucester for the services by the Gloucester County Prosecutor's Office as part of the Victims of Crime Act Program; and

WHEREAS, the Gloucester County Prosecutor recommends the execution of a grant application to said agency for grant funds for the Sexual Assault Response Team/Sexual Assault Nurse Examiners (SART/SANE); and

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

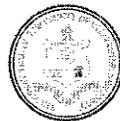
WHEREAS, the Gloucester County Prosecutor's Office has submitted the grant application to the Department of Human Services for review, and said agency has approved said applications, and the Board of Chosen Freeholder of the County of Gloucester understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the State of New Jersey, Department of Law and Public Safety, Division of Criminal Justice, Office of Victim/Witness Advocacy for the administration of grant projects; and

WHEREAS, the Gloucester County Board of Chosen Freeholders acknowledges that the amount of the grant funds to be requested is \$105,119.00 from October 1, 2015, to September 30, 2016.

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

1. The Director of the Board is hereby authorized to execute any and all documents in connection with the filing of the grant application with the State of New Jersey, Department of Law and Public Safety, Division of Criminal Justice, Office of Victim/Witness Advocacy, requesting funds to be used for the Sexual Assault Response Team/Sexual Assault Nurse Examiners Program, in the amount of \$105,119.00 October 1, 2015, to September 30, 2016.
2. The Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any necessary assurances as may be required.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, September 16, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

F-3

GRANT REQUEST FORM

DATE: 8/12/15

1. TYPE OF GRANT
NEW GRANT RENEWAL

2. GRANT TITLE: Sexual Assault Response Team/Forensic Nurse Examiner (SART/FNE) Program

3. GRANT TERM: FROM: 10/1/15 TO: 9/30/15

4. DATE APPLICATION DUE TO GRANTOR: August 28, 2015

5. CFDA NUMBER: _____

6. STATE GRANT NUMBER: VS-52-14

7. COUNTY DEPARTMENT: Prosecutor's Office

8. DEPT. CONTRACT PERSON & PHONE NO. Eileen Caraker 384-5555 or Carolyn Szolack 384-5533

9. NAME OF FUNDING AGENCY: N.J. Division of Criminal Justice

10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): The Sexual Assault Response Team/Forensic Nurse Examiner program provides funding for part-time (24 hours per week) SART/FNE Coordinator to manage scheduling to provide twenty-four hour, seven days a week coverage for victims of sexual assault, scheduling of in-service training, new SART nurse orientations and program management at both Inspira-Woodbury and at JFK-Washington Twp. Hospitals and related duties.

11. DID YOU READ THE GRANT AND UNDERSTAND ITS TERMS? Yes

12. INDIRECT COST (IC) RATE _____ %

13. IC CHARGED TO GRANT : \$ _____

14. FINANCIAL:

GRANT FUNDS

REQUESTED
\$ 84,095

MANDATED

CASH MATCH

\$ _____

(Attach Documentation)

IN-KIND MATCH \$ 21,024
(Attached Documentation)
TOTAL PROGRAM BUDGET \$ 105,119.00

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ 91,047

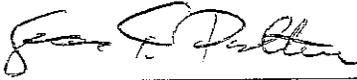
TOTAL OTHER EXPENSES (b): \$ 20,196

TOTAL FRINGE (c): \$ 53,909

TOTAL PROGRAM COST (d): \$ 165,152

TOTAL GRANT FUNDING (e): \$ 84,095

TOTAL COUNTY FUNDING (f): \$ 81,057

DEPT. HEAD: 
Sean F. Dalton Signature

DATE: 8/17/15

***PLEASE FORWARD ONE HARD COPIES AND ONE ELECTRONIC COPY OF THE FOLLOWING ITEMS TO YOUR ACCOUNTANT AT THE TREASURER'S OFFICE:

- € GRANT REQUEST FORM
- € GRANT REVIEW SHEET
- € C-2 FORM
- € GRANT APPLICATION
- € RESOLUTION AND BLURB

***IF SIGNATURES ARE REQUIRED PLEASE HAVE THE NAME TYPED OUT AND FLAGGED.

***IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES.

Department: Prosecutor's Office

Grant Title: Sexual Assault Response Team/Forensic Nurse Examiner

Salary and Wages Detail

List all Employees within the program

insert more lines if necessary

Highlighted cells are formulas and should not be changed

Fringe

Update the fringe rate if necessary

2015 Fringe is 59.21% for PERS and 69.18% for Police and Fire

Name	Title	Salary	Fringe	Grant Funds	County Funds	Total Funds	
Eileen Caraker	SART/FNE Coordina	\$ 91,047	59.21%	\$ 53,908.93	\$ 63,899.00	\$ 81,056.93	\$ 144,955.93
		\$ 91,047		\$ 53,909	\$ 63,899	\$ 81,057	\$ 144,956
		(a)	(c)				

Other Expenses	Grant Funds	County Funds	Total OE
			\$ -
G-02-15-241-000-20410	\$ 466.00	\$ -	\$ 466.00
G-02-15-241-000-20413	\$ 600.00	\$ -	\$ 600.00
G-02-15-241-000-20440	\$ 1,130.00	\$ -	\$ 1,130.00
G-02-15-241-000-20632	\$ 2,700.00	\$ -	\$ 2,700.00
G-02-15-241-000-20750	\$ 500.00	\$ -	\$ 500.00
G-02-15-241-000-20911	\$ 1,100.00	\$ -	\$ 1,100.00
G-02-15-241-000-20920	\$ 6,000.00	\$ -	\$ 6,000.00
G-02-15-241-000-20921	\$ 1,600.00	\$ -	\$ 1,600.00
G-02-15-241-000-20930	\$ 4,500.00	\$ -	\$ 4,500.00
G-02-15-241-000-20970	\$ 1,600.00	\$ -	\$ 1,600.00
	\$ 20,196.00	\$ -	\$ 14,196.00

	Grant	County	Total
Total Program Cost	\$ 84,095.00	\$ 81,057	\$ 165,151.93
	(e)	(f)	(d)

Grant Funding History

	New	15-XXX	14-XXX	13-XXX	12-XXX
S&W, Fringe	\$ 63,899.00	\$ 63,899.00	\$ 63,899.00	\$ 62,947.00	\$ 60,092.00
OE	\$ 20,196.00	\$ 7,876.00	\$ 7,339.00	\$ 8,958.00	\$ 12,908.00
	\$ 84,095.00	\$ 71,775.00	\$ 71,238.00	\$ 71,905.00	\$ 73,000.00

**C-2 LINE ITEM NARRATIVE
SEX ASSAULT NURSE EXAMINER GRANT
10/1/014-9/30/15**

Personnel

101.01 - Salary and Wages

To fund position for SART/FNE Coordinator, 24 hours per week to coordinate schedules, in-service, new SANE nurse orientations, etc., including program management at both Inspira-Woodbury and at JFK Hospitals and all related duties. Coordinating the effort of the Sexual Assault Response Team. Management of grant.

\$50,403

994 - Fringe Benefits

To pay fringe benefits for the part-time SANE/SART Coordinator/Grant Manager

\$13,496

Purchase of Services

750 – Telephones-Cell Phone

SART Coordinator- to communicate 24/7 with Sexual Assault Response Team
Law-enforcement, SANE, Hospitals, Rape care advocacy, Prosecutor.

\$500

921-Mtgs. Membership & Dues

Membership dues to International Association of Forensic Nurses (10 nurses)

\$1600

930 – Education and Training

Registration costs

NJ Board of nursing requires nurses to obtain continuing education credits to maintain their license. The forensic nurses must maintain standard of care and competency in the field of forensic nursing. To pay for registration for medical forensic nurse conference. To pay for local conference for nurse.

- | | |
|--|----------------|
| 1. 2 pediatric forensic nurse conference & 2 adult forensic nurse conference | \$2,500 |
| 2. 10 nurses local continuing education | \$2,000 |

Travel

920 – Conferences

Travel for conference

To reimburse for conference for the SANE to attend out of state. Will cover travel expenses. Reimbursement for travel costs (hotel and meals will be limited to the county per diem rate or the Federal per diem rate (gsa.gov) whichever is less. No meals or overnight accommodations will be paid for in state conferences. Conferences in state will be limited to the county rate or the Federal per diem rate (gsa.gov) whichever is less.

\$6,000

970 - Travel

To reimburse mileage to travel to SANE coordinators meeting, SANE/ SART Committee meetings, hospital administrative duties and SART training. Grant funds will be used to reimburse only 31 cents/mile and the remainder of the mileage reimbursement will be paid by the county.

4,032 miles x .31 rate per mile = **\$1600**

Consumables, Supplies, Printer

410-Office Supplies

Printer ink cartridges, flash drives, forensic evidence tape, ABFO ruler **\$466**

911-Education Material

Purchasing of medical forensic book for continuing education of forensic nurses and printing of SART brochures to be distributed to the victims. **\$1,100**

Equipment

413-Photo Supplies and Equipment

Proscope photography camera for forensic documentation of assault **\$600**

632-Medical Equipment

Alternate light source to capture injuries in early stages to utilized during forensic exams and medical cart for storage of forensic medical exam equipment at JFK-Washington Twp and Inspira hospitals **\$2700**

Victim Aid

440- Clothing

Sweat pants, shirts and underwear for victims when clothing items are need for forensic evidence. **\$1130**

**SEXUAL ASSAULT RESPONSE TEAM/SEXUAL ASSAULT NURSE EXAMINER
BUDGET NARRATIVE
10/1/15-9/30/16**

101.01	Salaries & Wages / Regular Pay	\$50,403
410	Office Supplies	\$466
413	Photo Supplies and Equipment	\$600
440	Clothing	\$1130
632	Medical Equipment	\$2700
750	Utilities / Telephones	\$500
911	Educational Material	\$1100
920	Conferences	\$6,000
921	Mtgs. Membership & Dues	\$1600
930	General / Education & Training	\$4,500
970	Travel Expense	\$1,600
994	General / Fringe Benefits	\$13,496

STATE OF NEW JERSEY
VICTIMS OF CRIME ACT (VOCA)
GRANT PROGRAM

PART I

CONTINUATION
APPLICATION DOCUMENTS
TO BE COMPLETED AND RETURNED

APPLICATION OVERVIEW

Name of Applicant: Gloucester County

Title of Project: Gloucester County Sexual Assault Response Team/Sexual Assault Nurse Examiner Program

Amount Applied for: \$ 84,095 Federal \$ 21,024 Match \$105,119 Total

Type of Agency: State County Municipality Nonprofit

What County is your agency located in: Gloucester County

Type of Project: New Continuing

Have you been designated by the Department of Community Affairs, Division on Women as the lead sexual assault agency in your county? Yes No

Have you been designated by the Department of Children and Families, Division of Youth and Family Services as the lead domestic violence agency in your county? Yes No

Types of Victims Served for this Project: Sexual Assault Domestic Violence Stalking

Child Abuse Homicide Survivors Elder Abuse DUI/DWI

Dating Violence Other _____

[VOCA CONTINUATION 09/2014]

STATE OF NEW JERSEY
VICTIMS OF CRIME ACT (VOCA)
GRANT PROGRAM

TABLE OF CONTENTS

PART I

CONTINUATION APPLICATION DOCUMENTS
TO BE COMPLETED AND RETURNED

- One (1) Signed Original and Two (2) Copies of Application
- Subgrantee Check List
- Application Overview
- Applicant Information Form
- Agency Information Form
- Project Narrative (Provided by Applicant)
- Project Management and Staff
 - Job Descriptions (for each position listed in budget)
 - Current Resumes (for each position listed in budget)
- Project Work Plan
- Budget Detail Form
- Budget Narrative (Provided by Applicant)
- Organizational Status
- Sources of Funds Form

STATE OF NEW JERSEY
VICTIMS OF CRIME ACT (VOCA)
GRANT PROGRAM

SUBGRANTEE CHECK LIST

SUBGRANTEE: _____

INSTRUCTIONS: The Application Check List is a guide to file a complete application. Return 1 original (with original signatures) and 2 copies of the completed application.

PART I: Documents to be Completed and Returned

- Subgrantee Check List
- Application Overview
- Applicant Information Form
- Agency Information Form
- Project Narrative (Provided by Applicant)
- Project Management and Staff (Provided by Applicant)
 - Job Descriptions (for each position listed in budget)
 - Current Resumes (reflecting staff currently works at agency, for each position listed in budget)
- Project Work Plan
- Budget Detail Form
- Budget Narrative (Provided by Applicant)
- Sources of Funds Form

Additional forms provided by nonprofit applicants:

- Proof of Nonprofit status
- New Jersey Charitable Registration
- Applicable Licenses, Certifications and Permits
- Single Audit, Form 990-Income Tax Return or audited financial statements
- Applicable List of Officers/Directors/Trustees

PART II: Documents to be Signed and Returned:

- Application Authorization
- Certification of Equal Employment Opportunity Plan (EEO) Form
- General Conditions and Assurances
- Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements
- Resolution of Participation and Certification of Recording Officer
- Federal Financial Accountability and Transparency Act Information Form
- Audit Requirements Form
- Accounting System and Financial Capability Questionnaire

NOTE: ONLY COMPLETE APPLICATIONS CAN BE PROCESSED. ABOVE ITEMS MUST BE SUBMITTED WITH THE APPLICATION. DO NOT STAPLE APPLICATIONS.

Applicant Information Form

Official Name of Applicant Agency:
Gloucester County Prosecutor Office

Address:
P.O. Box 623

City/State: Woodbury, NJ

Zip Code + 4: 08096-4606

County: Gloucester

Implementing Agency (if different than applicant):

Agency Website:

www.co.gloucester.nj.us/depts/p/prosoffice

Fiscal Year Start Date:

10/1/14-9/30/15

Federal ID Number: 20-60000660

Charitable Registration Number (If nonprofit & not exempt):

Have there been any findings filed against the agency in regard to its charitable status?

Yes No If yes, please explain on a separate sheet.

New Jersey Business Registration Certificate:

Name and Title of Chief Executive/Agency Director: Sean F. Dalton, Prosecutor

Street Address, City, State, Zip Code +4 (if different from above)

Telephone: 856-384-5534

Ext.

Email: sdalton@co.gloucester.nj.us

Fax: 856-384-8625

Name and Title of Project Director: Eileen Caraker SART/FNE Coordinator

Street Address, City, State, Zip Code +4 (if different from above)

Telephone: 856-384-5555

Ext.

Email: ecaraker@co.gloucester.nj.us

Fax: 856-853-3552

Name and Title of Contact Person: Eileen Caraker SART/FNE Coordinator

Street Address, City, State, Zip Code +4 (if different from above)

Telephone: 856-384-5555

Ext.

Email: ecaraker@co.gloucester.nj.us

Fax: 856-853-3552

Name and Title of Chief Financial Officer: Gary Schwartz, County Treasurer

Street Address, City, State, Zip Code +4 (if different from above)

Telephone: 856-853-3322

Ext.

Email: gschwartz@co.gloucester.nj.us

Fax: 856-251-6778

Name and Title of Fiscal Contact Person: Amanda Liberto

Street Address, City, State, Zip Code +4 (if different from above)

Telephone: 856-859-3356

Ext.

Email: aliberto@co.gloucester.nj.us

Fax: 856-251-6778

Agency Information Form

Name of Agency/Applicant: Gloucester County

Project Title: Gloucester County SART/ FNE Program

Project Specific Information			
<p>This Project Provides:</p> <p> <input type="checkbox"/> Outreach Services <input type="checkbox"/> Legal Services <input type="checkbox"/> Training <input type="checkbox"/> Direct Services </p> <p><input checked="" type="checkbox"/> Other (Please Describe) Medical Forensic Exam</p>			
<p>Project Service Area: Indicate the service area of this project by county or municipality name(s). Write statewide if all counties in New Jersey will be served by this project. Gloucester County- as well as statewide</p>			
<p>Project Population Served: Is this project servicing a special population group or underserved population of victims? (for example, Spanish-speaking, Latino, African American, Disabled, Elderly, etc.).</p> <p> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p> <p>If yes - indicate the population(s): Serves all population special need and underserved</p>			
Agency Specific Information			
<p>Indicate if your agency provides the following services/programs to crime victims:</p>			
<p><u>Core Services</u></p> <table style="width:100%; border:none;"> <tr> <td style="width:50%; vertical-align: top;"> <input checked="" type="checkbox"/> Emergency/crisis response <input checked="" type="checkbox"/> Criminal Justice advocacy <input type="checkbox"/> Legal advocacy <input checked="" type="checkbox"/> Courtroom advocacy <input checked="" type="checkbox"/> Housing advocacy <input type="checkbox"/> Financial advocacy <input checked="" type="checkbox"/> Legal services <input checked="" type="checkbox"/> Emergency financial assistance <input checked="" type="checkbox"/> In-person information/referral <input checked="" type="checkbox"/> Telephone information/referral <input type="checkbox"/> Economic development/networking services for victims <input type="checkbox"/> Services for the children of victims (e.g., babysitting, recreation, etc.) <input type="checkbox"/> Shelter If checked - indicate the number of beds available _____ <input type="checkbox"/> Transitional Housing If checked - indicate the number of family housing units _____ </td> <td style="width:50%; vertical-align: top;"> <input checked="" type="checkbox"/> Long term counseling <input checked="" type="checkbox"/> Short term counseling <input checked="" type="checkbox"/> Support groups <input checked="" type="checkbox"/> Victim outreach <input checked="" type="checkbox"/> Community Education <input type="checkbox"/> Hotline </td> </tr> </table>		<input checked="" type="checkbox"/> Emergency/crisis response <input checked="" type="checkbox"/> Criminal Justice advocacy <input type="checkbox"/> Legal advocacy <input checked="" type="checkbox"/> Courtroom advocacy <input checked="" type="checkbox"/> Housing advocacy <input type="checkbox"/> Financial advocacy <input checked="" type="checkbox"/> Legal services <input checked="" type="checkbox"/> Emergency financial assistance <input checked="" type="checkbox"/> In-person information/referral <input checked="" type="checkbox"/> Telephone information/referral <input type="checkbox"/> Economic development/networking services for victims <input type="checkbox"/> Services for the children of victims (e.g., babysitting, recreation, etc.) <input type="checkbox"/> Shelter If checked - indicate the number of beds available _____ <input type="checkbox"/> Transitional Housing If checked - indicate the number of family housing units _____	<input checked="" type="checkbox"/> Long term counseling <input checked="" type="checkbox"/> Short term counseling <input checked="" type="checkbox"/> Support groups <input checked="" type="checkbox"/> Victim outreach <input checked="" type="checkbox"/> Community Education <input type="checkbox"/> Hotline
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<p>Indicate if your agency has programs for the following types of crime victims:</p> <table style="width:100%; border:none;"> <tr> <td style="width:50%; vertical-align: top;"> <input type="checkbox"/> DWI <input checked="" type="checkbox"/> Neglected or abused children <input checked="" type="checkbox"/> Domestic violence </td> <td style="width:50%; vertical-align: top;"> <input type="checkbox"/> Homicide <input checked="" type="checkbox"/> Sexual Assault <input checked="" type="checkbox"/> Human Trafficking </td> </tr> </table>		<input type="checkbox"/> DWI <input checked="" type="checkbox"/> Neglected or abused children <input checked="" type="checkbox"/> Domestic violence	<input type="checkbox"/> Homicide <input checked="" type="checkbox"/> Sexual Assault <input checked="" type="checkbox"/> Human Trafficking
<input type="checkbox"/> DWI <input checked="" type="checkbox"/> Neglected or abused children <input checked="" type="checkbox"/> Domestic violence	<input type="checkbox"/> Homicide <input checked="" type="checkbox"/> Sexual Assault <input checked="" type="checkbox"/> Human Trafficking		

NJ Victims of Crime Act
Sexual Assault Response Team/
Sexual Assault Nurse Examiner Program
Gloucester County - Grant :VS-52-14

Gloucester County

Gloucester County is a suburban and rural county containing several small urban communities located in southern New Jersey. Gloucester County is one of the fastest growing counties in New Jersey with the current population estimated at approximately 266,000 residents. Gloucester County's population continues to surge at an extremely rapid rate. There are twenty-four (24) separate municipalities that make up Gloucester County's ever growing diverse population. The County is also home to Rowan University and Gloucester County Community College. Several major highways such as the New Jersey Turnpike, Atlantic City Expressway, Interstate 295 and State Highway 55 pass through the county giving gang members, drug couriers, violent offenders and other transient criminals, easy access from the major surrounding cities. Gloucester County is in close geographic proximity of Camden, NJ and Philadelphia, PA. Both of these cities have been plagued by skyrocketing levels of violent crime. The Sexual Assault Response Team in Gloucester County provided care and treatment to 77 patients between 10/14 and 9/15.

Sexual Assault is a traumatic, potentially debilitating crime, which requires collaboration and specialized professional responses from the medical community, law enforcement and counseling services. The dignified, compassionate and well-organized treatment of victims is an essential element in creating an environment in which individuals feel safe reaching out for support and assistance. Without this type of response, efforts to help victims are often fractured and ineffective. Nationwide victimization studies and surveys demonstrate victims seeking health care services and/or report this crime, are re-victimized by the system. These attitudes directly result in low quality health care interventions for victims and poor investigations in which fragile information and evidence is not documented. Poor investigations produce charges, which cannot be prosecuted, defendants who will not be held accountable and most importantly victims who are at a greater risk of being re-victimized.

Gloucester County has had a SART response with 24/7 access for victims since June 1997. The SART team has followed the standard set forth for providing services to survivors of sexual assault. These standards set forth to create a victim-centered response. The foundation of the SART includes a Forensic Nurse Examiner (FNE), Law Enforcement and Rape Care advocate. Gloucester Counties SART was created in response to Emergency Department nurses recognized that the needs of these patients were unique and required a team response. The County SART advisory board includes, representatives from Victim witness, Rape care advocate program(Services Empowering the Rights of Victims), representation of Emergency Departments, including Inspira-Woodbury Hospital and Kennedy Memorial hospital, Div of Criminal Justice, Prosecutor for sex crimes, GCPO detectives and Division on Women. The SART advisory board meets quarterly and together, has worked on refining the response and exchange of information between disciplines. Multidisciplinary cross training has been provided and is an ongoing project in the county.

Project Needs

The identified needs for the SART/FNE program include maintaining SART communication, SART training (advocates, nurses, health care, prosecutors, law-enforcement, college staff), in-service for forensic nurses (clinical issues). Project needs will be reviewed in goals and objective section narrative.

Goals and Objectives

The goal of this grant is to continue to implement the Attorneys General's, Standards for providing Services to Victims of Sexual Assault, to improve the county's response and to provide the professional cross training and collaboration in order to do so. The funding will enable the program to continue to operate as presently designed. The goals of the SART/FNE Program are to minimize the physical and psychological trauma to victims of sex crimes; address health care concerns for the victims; maximize the probability of collecting/preserving potential physical evidence for possible use in prosecution; and address important issues surrounding the collection of medical and legal information.

The grant funds will enable the standards to thrive as a result providing a victim centered approach that will support victims of sexual assault. In doing so, we have set forth the following objectives to meet the goals of the program:

(1) Maintain a functioning SART/FNE Program to ensure care of sexual assault victims. The coordinator of the SART/FNE Program will continue to: maintain the current team of nurses and continue to recruit experienced nurses; maintain staff meetings to maintain communication, training and skills as well as to provide support for the FNE; and maintain quarterly Advisory Board meetings.

Method: Success will be measured by the presence and participation of the FNE's operating within the program at meetings, trainings and in their duty as on-call providers. Success of the Advisory Board will be measured by participation of the agencies and facilities are active members of the Advisory Board as evidenced by attendance at the quarterly meetings.

(2) Provide timely and compassionate care to victims of sexual assault. A Sexual Assault Response Team (SART) will respond to every case of sexual assault involving adolescent, adult and child victims that have been determined appropriate for a medical forensic examination. Forensic Nurses will assess the medical and psychosocial concerns of each victim and facilitate or make referrals, as considered necessary, to address medical, psychological and/ or social service needs. The SART will document its response time and the duration of the examination and refer the victim to appropriate follow-up services.

The goal is to achieve a response time of less than one hour from the initial contact and to complete the examination, including documenting the medical and forensic history, in a timely manner.

Method: Success will be measured by reviewing process improvement data which is collected on all cases and implementing changes to the SART process.

(3) **Ensure integrity of evidence collection and documentation in cases of sexual assault.** A Forensic Nurse Examiner (FNE) will collect forensic evidence using state of the art equipment and techniques in every case of sexual assault involving pediatric, adolescent, and adult victims. The Program Coordinator will communicate with forensic scientists from the New Jersey State Police Laboratory and the Prosecutor's Office staff to implement, review, and improve all relevant procedures. Following each case, the forensic chart will be reviewed by the Program Coordinator for quality assurance and a report will be reviewed the FNE who performed the forensic medical examination.

Method: Success will be measured by monitoring process improvement form and feedback from the state crime lab.

(4) **Increase public awareness of the FNE/SART Project.** The Gloucester County Prosecutor's Office will issue press releases, distribute literature, and provide informational projects for schools, College (Rowan University, Rowan College), law enforcement agencies, and community organizations describing the SART/FNE Project. Will develop literature for college to assist in activation of SART.

Method: Success will be measured by asking college students and public about their knowledge of the program.

(5) **Maintain hospital sites to accommodate victims.** The SART/FNE Program will maintain current affiliation agreements with the designated SART sites within the County. The hospitals provide adequate space for conducting Sexual Assault Forensic Examinations in accordance with the Attorney General's *Standards for Providing Services to Victims of Sexual Assault*. The grant will provide for all

other equipment necessary to conduct these examinations with the exception of the evidence collection kits which are to be provided at the cost of the County.

Method: Success will be measured by SART feedback forms.

(6) Partnership with county agency. The SART/FNE program coordinator is on the Sexual Assault Task Force, The SART/ FNE coordinator will participate and provide education for SART activation for students. The SART/FNE coordinator is on the Sexual Assault Coalition for Gloucester, Camden and Cumberland County. The SART has collaborated with the court to provide space in the FNE waiting room for electronic temporary restraining order via the web. Victims of sexual violence have requested restraining orders in the past and will be able to utilize this service. FNE coordinator is a member of Rowan University Sexual Violence Prevention Task Force, DV Advisory board county of Gloucester. The FNE Coordinator is the Co-Chair for the Governor's advisory board against sexual violence. The FNE Coordinator is also a member of the Education committee and Vision 21 capacity building committee. *Method: Success will be measured by the collaborative projects coming to fruition*

Project Management

The SART/ The FNE Coordinator is Eileen Caraker, Audrey Curwin – Asst. Prosecutor, Gina Ridge- Dir Services Empowering the Rights of Victims, Kris Gallagher- Victim Witness, Staci Lick-GCPO Detective, June Long, Inspira-Woodbury Hospital, Alice Ferrell –Kennedy Memorial Hospital, Div, of Criminal Justice, Div on Women are members of the Sexual Assault Response Team Advisory Board. The SART continues to meet the standard of providing Victim Centered care while concurrently assessing the impact the program has in victims through outcome criteria. The project management staff has been part of the SART for over 15 years.

The SART team has continued its ongoing commitment to providing services to victims of Sexual Violence in Gloucester County. The members participate in on-going education to ensure that we are providing the best possible service to victims of violence.

There are currently 10 Forensic Nurse Examiners working within the program. Each nurse is responsible to cover approximately 40 hours of call per calendar month. All of the Forensic Nurse Examiners are certified and licensed as required by the State of New Jersey. The current list of Forensic Nurse Examiners includes:

- Eileen Caraker
- Maureen Love
- Kathleen Lynch
- Karen Martin
- Denise Oriente
- Gretchen Raimondo
- Brittany Savage
- Leanne Shannon
- Lori Urassio
- Desiree Wright

EVALUATION OF SART/ FNE PROJECT GOALS

The SART/ FNE Coordinator will meet with Prosecutor's Office Staff and SART Advisory Board to evaluate the effectiveness of the program and if the program is achieving its goals. The criteria for evaluation will include feedback from victims, law enforcement personnel including forensic scientists from the State Police Laboratory, and rape care advocates. A detailed review of all statistical and narrative reports as required pursuant to project guidelines will be evaluated quarterly.

Curriculum vitae

*Eileen Caraker, MSN, RN, FN-CSA
SANE-A, SANE-P
P.O. Box 623
Woodbury, NJ 08096
856-384-5555
ecaraker@co.gloucester.nj.us*

EMPLOYMENT HISTORY:

Gloucester County Prosecutors' Office – January 2000 to Present

- Sexual Assault Response Team (SART) Coordinator- Responsible for coordinating SART services from multidisciplinary team
- Sexual Assault Nurse Examiner (SANE) Coordinator- responsible for supervising 12 Forensic Nurses, clinical, financial and programmatic aspects of program
- Forensic Nurse Examiner
- Grant Manager

Wilmington University –Adjunct Professor – Jan 2013 to Present

- Adjunct Professor Nursing Department
North Dupont Highway, New Castle DE

Gloucester County Prosecutors' Office – 1999-2004

- Multidisciplinary Team Coordinator (created MDT review team in GC)
Child Abuse Unit
Responsible for conducting meeting including law-enforcement, victim witness, DYFS, Prosecutor, Center Children Support to review new and ongoing cases to assure services are in place for child victim and family.

Underwood- Memorial Hospital – 1995- 2001

- Nurse Educator, Emergency Department- Responsible for orientation , continuing education, standards of care for the Emergency Department
Critical care education
- **SANE Coordinator- 1997-present**
Coordinated sexual assault response team, coordinate SANE nurses, provide education ED, SANE Law-enforcement, Prosecution

Underwood- Memorial Hospital – 1994-1995

- Emergency Department Nurse- Responsible for care of patients in Emergency department across the life span

Summit Surgical Center- 1990 -1994

- Nurse Manager Recovery Room
- Responsible patient care, education staff, scheduling, police & procedures

Haddon Oral Surgeons- - 1988-1990

- Administered sedation to patients during oral surgery, manage clinical staff
- Responsible, monitoring, administering and recovering patient from surgery

EDUCATION:

- **Master of Science in Nursing – 2010- 2012**
MSN- Nursing Education
Wilmington University
Wilmington Delaware
Leadership track – Nurse Educator

Candidate for graduation 8/12

- **Bachelor of Science in Nursing – 1987-1992**
LaSalle University
Philadelphia Pa
- **Diploma Nursing RN / Ass. Science- 1983-1986**
Helene Fuld School of Nursing
Camden County College
- **Sexual Assault Nurse Examiner Course - 1997**
University of Pennsylvania
- **Sexual Assault Nurse Examiner Course - Aug 17-21 2000**
Adult, Adolescent, Pediatric
Office of Attorneys General – Texas
Certification: SANE-A, SANE-P

➤ **LICENSURE:**

Registered Professional Nurse
State of New Jersey
Division of Consumer Affairs
Board of Nursing
Forensic Nurse –CSA (Certified Sexual Assault)
State of New Jersey
Division of Consumer Affairs
Board of Nursing

CERTIFICATIONS:

- Forensic Nurse Certified in Sexual Assault FN-CSA
State of New Jersey
Division of Consumer Affairs
NJ Board of Nursing
- National Certification SANE P (pediatric)
International Association of Forensic Nurses
- National Certification SANE A (adult, adolescent)
International Association of Forensic Nurses
- HOT(Hybrid online training) certification -Wilmington University 2013
- National Institute of Health Office of Extramural Research
Protecting Human Research 2/2011
- Intravenous Insertion and Therapy Certification
- Basic Life Support and re-certification as necessary
- Critical Care Certification
- Dysrhythmia Certification
- I.V. Certification
- Advanced Cardiac Life Support
- Basic Life Support
- Basic Life Support Instructor
- Capillary Blood Glucose Instructor
- Emergency Pediatric Course
- Emergency Pediatric Nurse Course Instructor
- Trauma Nursing Core Course

TEACHING/ PRESENTATIONS:

- Adjunct Professor –Wilmington University
- Instructor The College of NJ - SANE course, clinical surrogate
- Instructor Gloucester County College- SANE course, clinical surrogate
- Instructor Wilmington University SART
The SART/SANE Model
- Instructor Gloucester County Police Academy Police Officers
monthly certification -law- enforcement SART
- Instructor Gloucester County Police Academy Recruits law- enforcement SART
- Instructor- Underwood- Memorial Hospital Nurses monthly in-service -SART, DV, Child abuse
- Instructor- Kennedy- Memorial Hospital Nurses in-service -SART, DV, Child abuse
- Instructor Rape care advocate program quarterly orientation
The SART/SANE Model
- Instructor Gloucester County prosecutor Office
Conference – Domestic Violence – law-enforcement
- Video- STOP Violence against women grant
Participant in film: Alliance of Local Service Organization (ALSO). Educational film successes in the field of
domestic violence and sexual violence initiatives related to STOP Violence Against Women Formula Grant
Program- film used for use of promotional efforts for public awareness of our services- 2011
- Video- Rowan University “It’s not OK”
- Video Rowan University “SART”
- Video Rowan University “It’s not OK II”

COMMITTEE MEMBERSHIP:

- Co-Chair
Governor Advisory Council against Sexual Violence current
- Director Forensic Nurse Coordinators Association current
- Secretary NJ International Association of Forensic Nurses current
- Gloucester County Coalition Against Sexual Violence current
- Vision 21 Building Capacity DCJ current
- New Jersey Forensic Nurse Educator Comm. current

- Sexual Assault Nurse Examiner Coordinator DCJ current
- NJ Sexual Assault Evidence Kit revision current
- NJ Drug Facilitated Sexual Assault kit revision current
- Case review- Quality assurance current
- Coalition for Prevention & Education of Sexual Violence current
- Gloucester County Domestic Violence Working Group current
- DYFS Advisory Board current
- Member MDT – Child abuse team current
- Research Nursing Council – Underwood-Memorial current
- Created MDT - Coordinator MDT Gloucester County past
- Advisory Board Missing and Abused Children past
- Board of Director NJ International Ass. of Forensic Nurses past
- Gloucester County Save the Children Task Force past
- Attorney General Coordinating Council DCJ past
- Attorney General Standard for Providing Services to Victims of Sexual Assault - Revision sub-comm. past
- Emergency Nurses Association past

PROFESSIONAL MEMBERSHIPS:

- International Association of Forensic Nurses (IAFN)
- New Jersey Chapter of the IAFN (NJIAFN)
- New Jersey Association of Forensic Scientists (NJAFS)
- New Jersey Chapter of the IAFN
- American Professional Society of the Abuse of Children (APSAC)
- Sigma Theta Tau International- Honor Society

AWARDS AND ACHIEVEMENTS:

- Student Commencement speaker – Graduation class 2013
Wilmington University
- 2012 Women of Achievement -Gloucester County Commission for Women and the American Association of
University Women of Greater GC
- Induction Sigma Theta Tau International Member- Nursing Honor Society 2012
- Service Empowering Right of Victims- Service award for Victims of Violence
- Trial Expert Witness for Sexual Assault Case
Gloucester and Camden County

CONTINUING EDUCATION:

Sexual Assault Nurse Examiner Course
University of Pennsylvania Nov 10-12, 1997
(27.4 contact hours)

Sexual Assault Nurse Examiner Course
Adult, Adolescent Aug 17-21 2000
Pediatric, Courtroom Aug 14-18, 2000
Office of the Attorney General – Texas
Certification – Adult, & Pediatric CA/CP SANE

International Association of Forensic Nurses
8th Annual Scientific Assembly – Oct 2000
(16 contact hours)

International Association of Forensic Nurses
10th Annual Scientific Assembly
Minneapolis, Minnesota Oct 9-13, 2002
(17.7 contact hours)

SART Training Conference
Second National Conference
New Orleans, Louisiana May 21-23, 2003
(14.4 contact hours)

International Association of Forensic Nurses
11th Annual Scientific Assembly September 24-28, 2003
Las Vegas Nevada
(20.3 contact hours)

Division of Criminal Justice
SANE Training
Documentation, Narration October 2003
(3 contact hours)

Division of Criminal Justice
SANE Training
Documentation, Narration October 17, 2003
(3 contact hours)

Division of Criminal Justice
SANE Training

New Jersey IAFN
Middlesex Fire Academy
Sayreville, New Jersey April 2007
(2 contact hours)

Sexual Assault: From Crime Scene to the Courtroom
New Jersey Association of Forensic Scientists (NJAFS)
Atlantic City, New Jersey April 2007
(8 contact hours)

IAFN Regional Symposium
NJ State Police Crime Laboratory
Hamilton, New Jersey May 2007
(6 contact hours)

26th Annual UC Davis Child Abuse and Neglect Conference
University of California September 17-19, 2007
(17.5 contact hours)

MAGLOCLLEN Tenth Annual Sex Crimes Conference
The Seaview Marriott
Galloway Township, New Jersey November 2007
(24 contact hours)

Forensic Odontology
The Seaview Marriott
Galloway, New Jersey November 2007
(1.5 contact hours)

Evidence & Photography in Sexual Assaults
The Seaview Marriott
Galloway Township, New Jersey November 2007
(1.5 contact hours)

Recognition & Documentation of Injuries Associated with Child Abuse
The Seaview Marriott
Galloway Township, New Jersey November 2007
(1.5 contact hours)

Preparing to Testify
The Seaview Marriott
Galloway Township, New Jersey November 2007
(1.5 contact hours)

Pediatric Sexual Assault Nurse Examiner Program
Monmouth University
NJSNA April 17, 29 2008
(25.5 contact hours)

International Association of Forensic Nurses
16th Annual Scientific Assembly September 17-20, 2008
Dallas Texas
(24.5 contact hours)

Fundamentals of Sexual Violence Training

The Administrative Office of the Courts Criminal Practice Division
Trenton, New Jersey March 2008

Center for family Services
Sexual Assault awareness Workshop
Gloucester County Superintendents office
IAFN Virtual Practicum- Forensic Nurse Care of the patient
DVD April 24, 2008
(12.5 contact hours)

NJ IAFN Regional Symposium
Child Sexual Abuse Case Studies, Domestic Violence & Sexual Assault, Human Trafficking, Sexting
November 2009
(6.5 contact hours)

The College of New Jersey
Division of Criminal Justice
Clinical skills update June 24, 2009
(4 contact hours)

NJ IAFN Spring Workshop:
Documentation, Critical Thinking, Injury Identification, Photography
New Jersey State Police Lab
Hamilton, NJ May 2010
(6 contact hours)

International Association of Forensic Nurses
18th Annual Scientific Assembly
Pittsburg, PA October 27-30, 2010
(15 contact hours)

NJ IAFN Fourth Annual Forensic Nursing Conference: November 2010
Professional Fatigue, Bipolar Disorder, NJ State Police lab, Sexual assault/Abduction
Seaview Resort and Spa
Galloway, NJ
(7 contact hours)

SAFE (Sexual Assault Forensic Examiner) ta source
Adolescent Issues webinar
Webinar May 10, 2011
(90 minutes-contact hours)

CHAMP Quarterly Educational Case Review
Solving a mystery of Child Sexual Abuse
Upstate Medical University
(1 contact hour) May 4, 2011

SAFE (Sexual Assault Forensic Examiner) ta source
Transgendered Survivors; Statistics, Stories, and Strategies
Webinar June 30, 2011
(90 minute- contact hours)

International Association of Forensic Nurses
19th Annual Scientific Assembly

Montreal Quebec Canada Oct 19-22, 2011
(22 contact hours)

National Child Advocacy Centers
Medical Training Academy
Philadelphia Pa - Nov 3-5, 2011
(19.5 continuing education credits)

CHAMP Quarterly Educational Case Review
Pediatric case review
Upstate Medical University Nov 8, 2011
(1 contact hour)

IAFN Regional Symposium –Mass Disasters-Nurses Role, Pediatric Injury vs. Normal Variants’, Research Study Results
The Seaview Marriott
Galloway Township, New Jersey Nov 29, 2011
(8 contact hours)

SAFE (Sexual Assault Forensic Examiner) ta source
Effective and Ethical Testimony Webinar
Webinar
(90 minutes-contact hours) April 10, 2012

CHAMP Quarterly Educational Case Review
Pediatric case review
Upstate Medical University
(1 contact hour) May 10, 2012

IAFN Regional Symposium
6th Annual Forensic Nursing Seminar
Galloway Township, NJ
(6 contact hours) May 11, 2012

National Child Traumatic Stress Network
Responding to High Profile Child Sexual Abuse after Penn State
Webinar
(1.5 contact hour) May 29, 2012

CARES Institute Child Abuse Research Education & Service
Assessing Child Maltreatment in Multicultural Population: Engaging in dialogue with children and caretakers who are different than
you
(2.5 hour- contact hours) June 13 2012

IAFN Webinar
Virginity, - Myths, Mystery, Madness
Online Webinar
(1 contact hour) Aug 7, 2012

The Southern NJ Prosecutor Office
6th annual conference
Gang Activity, Sexual Predators, Invasion of Privacy and Internet Safety
Washington High school Aug 15, 2012

CHAMP Quarterly Educational Case Review
Pediatric case review
Upstate Medical University Oct 11, 2012
(1 contact hour)

Gloucester County missing and abused children
Understanding Human Trafficking of Children
Conference Nov 7, 2012
(4 contact hours)
CHAMP Quarterly Educational Case Review
Pediatric case review Webcast
Upstate Medical University Nov 8, 2012
(1 contact hour)

IAFN Webinar
HIV PEP Following Sexual Assault
Online Webinar Nov 19, 2012
(1.5 contact hour)

IAFN Regional Symposium –
Strangulation, LGBTQ youth, Adolescent Health
The Seaview Marriott
Galloway Township, NJ Nov 27, 2012
(4.75 contact hours)

IAFN Regional Symposium
Beyond SANE- Expanding
Online Webinar -live Nov 29 2012
(1 contact hour)

CHAMP Quarterly Educational Case Review
Pediatric case review Webcast
Upstate Medical University Dec 6 2012
(1 contact hour)

SAFE (Sexual Assault Forensic Examiner) ta source
Sexual Assault and Minors Evaluation
Webinar Dec 6, 2012
(1.5-contact hours)

CHAMP Quarterly Educational Case Review
Pediatric case review
Upstate Medical University Jan 17, 2013
(1 contact hour)

**COORDINAOR OF FORENSIC NURSE EXAMINERS
SEXUAL ASSAULT TEAM COODINATOR
JOB DESCRIPTION**

JOB TITLE: SEXUAL ASSAULT TEAM COORDINATOR
COORDINAOR OF FORENSIC NURSE EXAMINERS

REVISED DATE: Dec 2013

MAIN FUNCTION: The Forensic Nurse Coordinator will supervise the Forensic Nurse Examiners. He/ She will have overall responsibility to insure the standards for providing services to survivors of sexual assault are upheld.

The Sexual Assault Response Team Coordinator will coordinator the Sexual Assault Response Team

REPORTS TO: Gloucester County Prosecutor's Office

CONTACTS: Hospital Administration, Forensic Nurse Examiners, Nurses, Physicians, County prosecutor, Victim advocacy agencies, Rape Care Advocates, law enforcement officers, patients and families.

EDUCATION: Graduate of an NLN accredited Nursing Program, Completion of Sexual Assault Examiner Education Program. Current New Jersey Registered Nurse license.

EXPERIENCE: Clinical experience within the last three years:

- Forensic Nurse/ Sexual Assault Nurse Examiner
- Current Forensic Nurse physical and clinical assessment skills
- Experience in crisis intervention preferred
- Experience in the care of sexual assault victims
- Experience in coordination of nursing care services
- Experience in nursing program development

PHYSICAL DEMANDS: Moderate physical effort.

WORKING CONDITIONS: Works out of Emergency Department (ED), Hospital, may be exposed to unpleasant conditions and environment.

HAZARDS: May be exposed to communicable diseases and electrical hazards.

ESSENTIAL DUTIES & RESPONSIBILITIES:

- * Functions as the Sexual Assault Response Team Coordinator
- * Supervise and directs Forensic Nurse Examiners
- * Enhance, develop and implement patient, community and law enforcement educational programs.
- * Enhance, develop and implement community SART programs.
- * Facilitator in Sexual Assault Response Team meetings and committees.
- * Orientation Forensic Nurse Examiners.
- * Complete performance appraisals on Forensic Nurse Examiners.
- * Insure program is operating in accordance with mandatory regulations.
- * Insure program is meeting the standards set forth by the Division of Criminal Justice.
- * Attends Forensic Nurse Examiners Coordinator Council and Sexual Assault Response Team Coordinators meetings, Trenton N.J.
- * Completes process improvement report quarterly.
- * Maintains patient activity log, administrative records /statistics
- * Liaison with hospital
- * Arrange for / provides training of FNE nurses
- * Monitor function of Sexual Assault Response Team on a continual basis.
- * Insures coordination with Law enforcement officer, Rape Care Advocacy, Victim Witness and Forensic Nurse Examiners.
- * Authorize expenditure of funds for services in scope of grant.
- * Maintain applicable financial records.
- * Participated in county and state committee membership to enhance services for victims of sexual violence

**MEMORANDUM OF AGREEMENT
BETWEEN INSPIRA MEDICAL CENTER WOODBURY AND
KENNEDY HEALTH SYSTEM
AND THE GLOUCESTER COUNTY PROSECUTOR'S OFFICE**

The purpose of this memorandum is to state the agreement between Inspira Medical Center Woodbury (hereinafter IMCW), Kennedy Health System, Washington Township Campus (hereinafter KMH-WTD) and the Gloucester County Prosecutor's Office (hereinafter GCPO) regarding the Gloucester County Forensic Nurse Examiner (hereinafter FNE) Program.

1. County Prosecutor Sean F. Dalton designates IMCW and KMH-WTD as Gloucester County FNE facilities. This agreement is effective for a one (1) year term beginning October 1, 2015.
2. The purpose of the FNE Program is to establish a specialized program for the examination and treatment of sexual assault victims.
3. The Gloucester County FNE Program is headed by the Gloucester County Prosecutor. The FNE Program will be supervised by an Advisory Board consisting of a representative of the Office of the Attorney General of the State of New Jersey, the Gloucester County Prosecutor or his designated representative, a representative of the Office of Victim/Witness Advocacy of the GCPO, the Gloucester County FNE Program Coordinator, a representative from IMCW, a representative from KMH-WTD, and a representative from Services Empowering the Rights of Victims (SERV).
4. IMCW and KMH-WTD agree to provide separately designated areas at IMCW and KMH-WTD for forensic medical examination. These services will be available twenty-four hours a day, seven days a week. IMCW and KMH-WTD will permit the use of these facilities by approved professional registered nurses, nurse practitioners or clinical specialists licensed in New Jersey. These nurses will have completed American Nurse Credentialing Center (ANCC) approved SANE training program, and any other laws or regulations adopted regulating the practice and training of forensic nurse sexual assault examiners. These nurses will have certification from the Board of Nursing in the specialty of Forensic Nursing – Certified Sexual Assault (FN-CSA). IMCW and KMH-WTD will also require these nurses to successfully complete an orientation program in order to staff this program.
5. The hospital will prepare and maintain a medical record for every patient who presents at the hospital seeking medical evaluation and/or treatment, as required by N.J.S.A. 26:8-5. The hospital will maintain the confidentiality of all medical records created as a result of a forensic medical examination and will use its best efforts to ensure that such records are not generally available for review by hospital employees unless the individuals in question are involved in the treatment of a particular patient who has received a forensic medical examination.
6. It is agreed that the FNE nurses will work cooperatively with the state recognized rape care advocacy group, SERV, as well as the Office of the Victim/Witness Advocacy of the GCPO, and the investigating law enforcement officer(s). This multidisciplinary crisis response team approach is termed Sexual Assault Response Team (SART). The SART will assist with the medical, emotional, informational, and evidentiary needs of the victim. Communications with the components of the SART will be initiated only after receiving the patient's consent to do so.
7. The hospital shall provide, to all patients who present, a medical screening examination and any required treatment in accordance with the requirements of the Emergency Medical Treatment and Labor Act (EMTALA) (42 USC Sec. 1395dd), unless the patient affirmatively declines such medication examination and/or treatment in writing. It is agreed that the Gloucester County FNE Program will refer those cases involving injury or disease beyond the scope and training of the nurse examiner to physician treatment in the emergency department, or other appropriate treatment in the hospital, which shall be IMCW's and KMH-WTD's facilities if circumstances permit.
8. All sexual assault victims in Gloucester County will be given the choice of IMCW or KMH-WTD's Emergency Department outpatient treatment facilities for forensic medical examination and treatment.
9. All sexual assault victims in Gloucester County will be examined in the respective emergency department consistent with the requirements of EMTALA as specified in paragraph 7 above.

10. Notwithstanding the foregoing in paragraphs 8 and 9 above, the hospital may provide medical treatment to patients in any age category, as provided by N.J.S.A. 26:2H-12.8.
11. It is agreed that the GCPO will compensate the FNE nurses for each forensic medical examination and on-call pay as outlined in the Compensation Schedule. IMCW and KMH-WTD agree that there will be no patient or other third party billing for these services.
12. The FNE nurses will be paid by the GCPO from grant funding sources and will be compensated as agreed in Purchase of Service Agreement between themselves and the GCPO and/or IMCW and KMH-WTD.
13. FNE nurses shall maintain professional liability insurance, at their own expense, and provide proof of such coverage to FNE Coordinator upon request.

14. Should any statement in this agreement be inconsistent with the Sexual Assault Standards and Protocols issued by the Office of the Attorney General of the State of New Jersey, then the Sexual Assault Standards and Protocols shall be deemed to take precedence over this agreement.
15. Parties to this agreement may elect to terminate the agreement, with or without cause, after providing sixty (60) days written notice to all other parties. Such notice shall be transmitted by the United States Postal Service, via certified, return receipt mail.

Signed:

Sean F. Dalton
Gloucester County Prosecutor

Dated: _____

Eileen K. Cardile, MS, RN
President and Chief Executive Officer
Inspira Medical Center Woodbury

Dated: _____

Joseph W. Devine,
President and Chief Executive Officer
Kennedy Health System

Dated: _____

cc: Eileen Caraker, RN., Gloucester County Forensic Nurse Program Coordinator

Project Work Plan

Victims of Crime Act (VOCA) Grant Program

Project Name: Gloucester County SART/FNE

Objective	Activity	Projected Start-up & Completion Dates (Do not use on-going)	Person Responsible
Professional cross training for SART. Attorney General's Standard for providing Services to Victims of Sexual Assault	Training for law Enforcement, detectives, SERV, FNE, Emergency Department	2015-2016 Monthly	Eileen Caraker Mary Love Audrey Curwin
Law Enforcement	SART training Police Academy	2015-2016 Monthly	Eileen Caraker Mary Love Audrey Curwin
SART training to Emergency Department	Training/education to Emergency Dept RN	2015-2016 Monthly	Eileen Caraker
Continuing education SANE	Review FNE clinical practice	2015-2016 Monthly	Eileen Caraker
Training Rape Care Advocate	Training for new advocates	2015-2016 Bi-annual	Eileen Caraker Mary Love
Participate in Rowan Sexual Violence Awareness Comm.	Develop guide, education, training for law enforcement, safety officers, RA, professors, staff, develop website title 9 addressing sexual violence awareness	2015-2016 Monthly	Eileen Caraker Mary Love Audrey Curwin
Collaborate on the Sexual Assault Coalition for Gloucester, Camden, Cumberland	Attend Bi-annual meetings to develop outreach education for community on SART resources	2015-2016 Bi-annual	Eileen Caraker Mary Love

Objective	Activity	Projected Start-up & Completion Dates (Do not use on-going)	Person Responsible
Evaluate protocol of SA victim who request TRO –ED	Coordinate with grantor video- input to Judge for requests of TRO	2015-2016 Quarterly	Eileen Caraker Mary Love Audrey Curwin
Collaborate on the Governor's Advisory Council Against Sexual Violence	FNE Coordinator has been elected – Co-Chair of the Council. Collaborate on MDT to provide highest quality care to Sexual Assault Patients in the State of NJ	2015-2016 Monthly	Eileen Caraker Co-Chair.
Collaborate on the Child abuse task force	FNE Coordinator has been elected to be repetitive for the Forensic Nurse Coordinators from NJ	2015-2016 Monthly	Eileen Caraker

Applicants must submit a Budget Detail Form detailing how both the requested grant funds and the match, if applicable, will be used to implement the project. All costs must be itemized and the calculations used to determine the total project amounts must be shown.
 Applicants must submit a separate Budget Narrative explaining costs listed on the Budget Detail Form. The narrative must include a justification and the computation for each cost element listed that will be charged to the project.

Refer to applicable Program Administration and Funding Guidelines for information on the Budget Detail Form and Budget Narrative.

Applicant: Gloucester County

Grant No: VS-52-14

Budget Detail Form

COST ELEMENT

A. Personnel

I. Salaries and Wages
 List each name and position

	Annual Salary or Hourly Rate	Show % of time or number of hours spent on project to be funded with grant and match funds	Grant Funds	Match	Project Total
SART/SANE Coordinator Eileen Caraker	91,047	100	50,403		50,403
Assistant Prosecutor Audrey Curwin	117,500	20		21,024	21,024

SUB-TOTAL SALARIES AND WAGES			50,403	21,024	21,024
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Applicant: Gloucester County

Grant No: VS-52-14

2. Fringe Benefits - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed above and only for the percentage of time devoted to the project. Provide agency fringe rate and list each benefit and percentage (e.g., FICA, Workman's Comp, Disability) List name and position	Grant Funds	Match	Project Total
SART/SANE Coordinator Eileen Caraker 59.21%	13,496		13,496

SUB-TOTAL FRINGE BENEFITS	13,496		13,496
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TOTAL SALARIES, WAGES AND FRINGE	63,899		63,899
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Applicant: Gloucester County

Grant No: VS-52-14

Budget Detail Form

COST ELEMENT				Grant Funds	Match	Project Total
B. Purchase of Services						
Name of Provider	Contracted Services Provided/ Seminar Registration/ Costs of professional services	Unit Cost/ Hourly Rate	Units/ Project Hours			
Registration - Forensic Nurse conference 2	@ \$700 /2\$550			2,500		2,500
Conference Education SANE 10 nurses				2,000		2,000
Cell phone- FNE co				500		500
Iafa membership 10 nurses x160				1,600		1,600
TOTAL PURCHASE OF SERVICES				6,600		6,600

C. Travel, Transportation, Subsistence (show food costs related to travel only)				Grant Funds	Match	Project Total
Purpose / Location	Item (e.g., # of Miles)	Computation (e.g., \$.31 per Mile)				
Mileage SANE co				1,600		1,600
Transportation conference				6,000		6,000
TOTAL TRAVEL, TRANSPORTATION, SUBSISTENCE				7,600		7,600

Applicant: Gloucester County

Grant No: VS-52-14

Budget Detail Form

COST ELEMENT		Grant Funds	Match	Project Total
D. Consumable Supplies, Postage, Printing (list each item & show unit cost & calculations)				
Forensic Nurse Book		600		600
Forensic tape		50		50
Abfo ruler (4)		38		38
FNE/SART team brochure		500		500
Ink (office, 2 sites) \$10 x30 =300 / 6-flash drive \$13x6=78		378		378
TOTAL CONSUMABLE SUPPLIES		1,566		1,566

		Grant Funds	Match	Project Total
E. Facilities, Office Space, Utilities (calculate monthly project cost & show cost allocation method)				
Rent (in budget narrative, indicate square footage and cost per square foot)				
Utilities (in budget narrative, specify utility)				
Telephone (landline)				
Other (specify)				
Other (specify)				
Other (specify)				
TOTAL FACILITIES				

Applicant: Gloucester County

Grant No: VS-52-14

Budget Detail Form

COST ELEMENT	Grant Funds	Match	Project Total
F. Equipment (List and explain in attached budget narrative; calculate per unit cost)			
Alternate light source (2) \$600	1,200		1,200
Proscope camera	600		600
Medical grade cart	1,500		1,500
TOTAL EQUIPMENT	3,300		3,300

G: Victim Aid for VOCA, VAG, VAWA Grants Only (list each item & show unit cost & calculations)	Grant Funds	Match	Project Total
Clothing sweat cloths \$10 piece x 100	1,000		1,000
Underwear \$3 per x 43	130		130
TOTAL VICTIM AID	1,130		1,130
TOTAL PROJECT COST	84,095	21,024	84,095

BUDGET NARRATIVE
SEX ASSAULT NURSE EXAMINER GRANT
10/1/2015--9/30/16

Personnel

Salary and Wages

To fund position for SART/FNE Coordinator, to coordinate schedules, in-service, new FNE nurse orientations, etc., including program management at both Inspira-Woodbury and at JFK Hospitals and all related duties coordinating the effort of the Sexual Assault Response Team and management of grant.

\$50,403

Fringe Benefits

To pay fringe benefits for the part-time SART/FNE Coordinator/Grant Manager

Pension 14.63%

Group Insurance 36.67%

NJ Employment Sec .26%

FICA/ Medicare 7.65%

Total 59.21

\$13,496

Total

\$63,899

Grant Match

Assistant Prosecutor - match for SART/FNE grant. Prosecutor of Sex Crimes dedicates

20% of time to Sexual Assault Response Team and Sexual Assault Nurse Examiner program

Match \$21,024

Purchase of Services

Registration costs

NJ Board of nursing requires nurses to obtain continuing education credits to maintain their license. The forensic nurses must maintain standard of care and competency in the field of forensic nursing. To pay for registration for medical forensic conference.

To pay for conferences for nurse.

- | | | |
|----|---|---------|
| 1. | 2 Pediatric forensic nurse conference & 2 Adult forensic nurse conference | \$2,500 |
| | 2 @ \$700 , 2 @ 550 | |
| 2. | 10 nurses x 100 local continuing education 2x year | \$2,000 |
| 3. | Membership International Association of Forensic Nursing | \$1,600 |
| 4. | Cell Phone | \$500 |

SANE Coordinator- to communicate 24/7 with Sexual Assault Response Team
Law-enforcement, SANE, Hospitals, Rape care advocacy, Prosecutor.

Total

\$6,600

Travel

Travel Expense

To reimburse mileage to travel to FNE coordinators meeting, FNE/ SART Committee meetings, hospital administrative duties and SART training. Grant funds will be used to reimburse only 31 cents/mile and the remainder of the mileage reimbursement will be paid by the county.

4,032 miles x .31 rate per mile = \$1,600

Travel for conference

To reimburse for conference for the FNE to attend out of state. Will cover travel expenses. Reimbursement for travel costs (hotel and meals will be limited to the county per diem rate or the Federal per diem rate (gsa.gov) whichever is less. No meals or overnight accommodations will be paid for in state conferences. Conferences in state will be limited to the county rate or the Federal per diem rate (gsa.gov) whichever is less.

\$6,000

Total

\$7,600

Consumables, Supplies, Printing

Forensic Book

Current medical forensic book – continuing education \$600

Forensic Evidence Tape – secure evidence \$50

ABFO ruler – photo measurement tool \$38

FNE/SART brochure – last printed 2005, need update \$500

Ink (office, 2 sites) \$10 x 30 =300 / \$13-flash drive \$13 x 6=78 \$378

Ink for office desk top, 2 sites – 5 cartridges each printer

Total \$1,566

Equipment

Alternate light source \$600 each

Replace existing with higher quality to capture injuries in early stages an dark skin \$1,200

Proscope photography- Camera

Back up camera for site and education \$600

Medical Cart – hospital grade

Storage with ability to move equipment outside SART suite to meet patient needs \$1,500

Total

\$3,300

Victim Aid

Clothing sweat cloths \$10 piece x 10
Replacement cloths for victims \$1000

Underwear \$3 per x 43
Replacement cloths for victims \$130

Total \$1,130

Total Project \$84,095

SOURCES OF FUNDS

List **all** sources of funds received by the agency during the past State fiscal year (July 1 thru June 30). On the bottom of the form, list all funds received from the Division of Criminal Justice in the past three years.

Federal Sources

Name(s) of Federal Source	Date of Award	Amount

State Sources

Name(s) of State Source	Date of Award	Amount

County Sources	\$21,024
Local and Other Sources	\$
Total of All Sources of Funds	\$105,119
Indicate the percentage of <u>funds</u> used to support this project:	%100

Division of Criminal Justice Funding

List funding awarded for the past three years:

Date of Award	Grant Number	Project Title	Amount
3/26/15	VS-29-14		71,775
3/21/14	VS-29-13		71,238
2/26/13	VS-29-12		71,905
5/16/12	VS-29-11		73,000
3/10/11	VS-29-10		67,655
2/11/10	VS-29-09		64,083
11/08/08	VS-29-08		64,083

STATE OF NEW JERSEY
VICTIMS OF CRIME ACT (VOCA)
GRANT PROGRAM



PART II

CONTINUATION APPLICATION
DOCUMENTS TO BE
COMPLETED, SIGNED AND RETURNED

September 2014



STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE

VICTIMS OF CRIME ACT (VOCA)

PART II

APPLICATION DOCUMENTS TO BE COMPLETED, SIGNED AND RETURNED

- Application Authorization
- Certification of Equal Employment Opportunity Plan (EEOP) Form
- General Conditions and Assurances
- Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements
- Resolution of Participation and Certification of Recording Officer (not applicable to State Agencies)
- Federal Financial Accountability and Transparency Act Information Form
- Audit Requirements Form and
- Accounting System and Financial Capability Questionnaire.

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE

APPLICATION AUTHORIZATION

Authorization to submit a grant application to the Department of Law and Public Safety, Division of Criminal Justice ("Division") for a project entitled:

VS-52-14

for a federal subgrant in the approximate amount of \$ \$84,095, with the Subgrantee providing a match of \$ \$21,024 (if applicable), for an approximate total project cost of \$ \$105,119.

This application consists of the following additional attachments for all applicants:

1. Program Narrative,
2. Project Budget Detail form,
3. Budget Narrative,
4. Certification of Equal Employment Opportunity Plan,
5. General Conditions & Assurances,
6. Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements,
7. Resolution of Participation and Certification of Recording Officer (not applicable to State Agencies), and
8. Federal Financial Accountability and Transparency Act Information Form.

For nonprofit applicants, this application consists of the following additional attachments:

1. Proof of Nonprofit status,
2. New Jersey Charitable Registration,
3. Applicable Licenses, Certifications and Permits,
4. Single Audit, Form 990-Income Tax Return or audited financial statements,
5. Accounting System and Financial Capability Questionnaire,
6. Audit Requirements Form,
7. Income Sources Form,
8. Applicable list of Officers/Directors/Trustees,

The undersigned understands that the Division will rely upon the following statements to provide these subgrant funds:

1. The Project Director has reviewed the contents of the application, believes it is accurate, and certifies that the factual statements and data set forth in the application and attachments are true to the best of his or her knowledge and belief.

2. The Project Director has reviewed and is familiar with all statutory and regulatory requirements regarding the use of the funds being provided to undertake grant programs and activities; has sought and obtained legal advice from the Subgrantee's legal counsel as considered appropriate or necessary, and will be responsible for undertaking the programs and activities described in the application.
3. As duly authorized representatives of the Subgrantee, we ensure that the Subgrantee will use these subgrant funds to carry out the project and activities specifically described in the application.
4. As duly authorized representative of the Subgrantee, I am responsible for authorizing expenditures and disbursements of subgrant funds.
5. As duly authorized representatives of the Subgrantee, we ensure that the Subgrantee will comply with any and all federal, state, municipal, statute, regulation, circular, policy or code regarding the use of these funds.
6. I acknowledge that a false statement in this certification may be subject to criminal prosecution, including under 18 U.S.C. §1001. I also acknowledge that Office of Justice Program grants, including certifications provided in connection with such grants, are subject to review by the Office of Justice Programs, and/or by the Department of Justice's Office of the Inspector General.
7. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

As the duly authorized representative of the applicant-subgrantee, I hereby certify that the applicant-subgrantee will comply with the above-referenced provisions.

Gloucester County
Subgrantee

Grant # VS-52-14

Signature of Authorized Official

Robert M. Damming
Printed Name of Authorized Official

Freeholder Director
Title (County Executive, County Manager, County Supervisor, County Board President; Mayor, Chief Executive or Village President; State Agency Head; Nonprofit Chief Executive, President, Chairperson of the Board)

Signature of Project Director

Eileen Caraker
Printed Name of Project Director

Date

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three.

Recipient's Name: Gloucester County SART/FNE Program	DUNS Number: 95-735-2247
Address: 70 Huner St. P.O. Box 623 Woodbury, NJ 08096	
Grant Title: SART/FNE	Grant Number: VS-52-14
Award Amount: \$84,095	
Name and Title of Contact Person: Eileen Caraker SART/FNE Coordinator	
Telephone Number: 856 384 5555	E-Mail Address: ecaraker@co.gloucester.nj.us

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

- Recipient has less than fifty employees.
- Recipient is an Indian tribe.
- Recipient is a medical institution.
- Recipient is a nonprofit organization.
- Recipient is an educational institution.
- Recipient is receiving an award less than \$25,000.

I, _____ [responsible official],
 certify that _____ [recipient] is
 not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302.
 I further certify that _____ [recipient]
 will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of
 services.

Print or Type Name and Title _____ Signature _____ Date _____

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Robert Damminger _____ [responsible official],
 certify that _____ [recipient],
 which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than
 \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last
 twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable
 federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for
 Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:
 Gloucester County Human Resources Department _____ [organization],
 2 South Broad Street Woodbury, NJ 08096 _____ [address].

Robert M. Damminger, Freeholder Director _____
 Print or Type Name and Title _____ Signature _____ Date _____

Section C—Declaration Stating that an EEOP Utilization Report Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$500,000 or more, then the recipient agency must send an EEOP Utilization Report to the OCR for review.

I, _____ [responsible official],
 certify that _____ [recipient],
 which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in
 accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the
 Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Print or Type Name and Title _____ Signature _____ Date _____

THE STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE

FEDERAL GRANT PROGRAM

GENERAL CONDITIONS AND ASSURANCES

Federal Assurances

1. The Subgrantee agrees that federal funds made available under this program will be used to supplement but not supplant state or local government funds.
2. The Subgrantee agrees to comply and assure the compliance of its contractors with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs, *Financial Guide* (available on the web at: <http://www.ojp.usdoj.gov/financialguide/>) (OJP Financial Guide).
3. The Subgrantee agrees to comply with all requirements imposed by the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA), Office for Victims of Crime (OVC), or Office on Violence Against Women (OVW), New Jersey Department of Law and Public Safety (L&PS), and the Division of Criminal Justice (DCJ) concerning all federal, state, municipal laws, rules, regulations, policies, guidelines, directives, and requirements (including licenses, permits and background checks) that are generally applicable to the activities in which the Subgrantee is engaged in the performance of this grant. Failure to comply with these laws, rules, regulations, and State Department of Treasury, circulars letters (State Circular) will be grounds for termination of this subaward.
4. The Subgrantee assures that it possesses legal authority to apply for the grant; that, if applicable, a resolution or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. The Subgrantee assures that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
5. The Subgrantee agrees to comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §4601 *et seq.*, which provides for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

6. The Subgrantee agrees to comply with provisions of the Hatch Act, the federal law which limits certain political activities of employees of a state or local unit of government whose principal employment is in connection with an activity financed in whole or in part by federal grants. 5 U.S.C. §1501-08 and §7324-26.
7. The Subgrantee understands and agrees that, in compliance with the Anti-Lobbying Act, 18 U.S.C. §1913, and with the Limitations, Exceptions and Penalties on the Use of Appropriated Funds law, 31 U.S.C. §1352, it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs (OJP).
8. The Subgrantee understands and agrees to comply with the federal Executive Order No. 12549 on Debarment and Suspension, 2 C.F.R. Part 2867 and 2 C.F.R. Part 180, and state Executive Order No. 34 (Byrne, March 17, 1976), and State Circular regarding Debarments, Suspensions & Disqualifications, OMB 93-13-GSA. Subgrantee and its subcontractors will not conduct business with ineligible firms or individuals who are considered debarred, suspended or disqualified.
9. The Subgrantee agrees to comply with the minimum wage and maximum hours provision of the Federal Fair Labor Standards Act, 29 U.S.C. § 201 et seq., and the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.
10. The Subgrantee will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
11. The Subgrantee agrees to give the United States General Accounting Office, DOJ, and its agencies, Office of the Chief Financial Officer, L&PS, and DCJ through any authorized representative, access to and the right to examine all paper and electronic records, books, papers, and documents related to the grant including pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit the Subgrantee's operations. L&PS reserves the right to have access to all work papers produced in connection with audits made by the Subgrantee or independent certified public accountants, registered municipal accountants, or licensed public accountants hired by the Subgrantee to perform such audits.
12. The Subgrantee will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 U.S.C. §4321, and Executive Order No. (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. §1451 et seq. and

the Coastal Barrier Resources Act, 16 U.S.C. §3501 et seq., which limits federal expenditures affecting the Coastal Barrier Resources System; (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. §7401 et seq.; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 U.S.C. §300f et seq., as amended; and, (h) protection of endangered species under the Endangered Species Act of 1973, 16 U.S.C. §1531, as amended.

13. The Subgrantee agrees to comply, if applicable, with the flood insurance purchase requirements of Section 102 (1) of the Flood Disaster Protection Act of 1973, Pub. L. 93-234, 87 Stat. 975, approved December 31, 1976, §102 (a), 42 U.S.C. §4001 et seq., which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
14. The Subgrantee agrees to assist DOJ, and its agencies in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. §470; Executive Order No. 11593, the Archeological and Historical Preservation Act of 1974, 16 U.S.C. §469a-1 et seq.; and the National Environmental Policy Act of 1969, 42 U.S.C. §4321, by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying DOJ, OJP, and BJA of the existence of any such properties, and by (b) complying with all requirements established by DOJ, OJP, and BJA to avoid or mitigate adverse effects upon such properties.
15. The Subgrantee agrees to comply and assure the compliance of its contractors, with all lawful requirements imposed by DOJ, including any applicable regulations such as Title 28, Judicial Administration, Chapter I, Department of Justice: Part 18, Office of Justice Programs Hearing and Appeal Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-discrimination; Equal Employment Opportunity; Policies and Procedures; Part 46, Protection of Human Subjects and all Office of Justice Program Policies and procedures regarding the protection of Human Research Subjects, including obtaining of Institutional Review Board approval, if appropriate, and subject informed consent; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and federal laws and regulations applicable to Federal Assistance Programs; Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; and Part 70, Uniform Administrative Requirements for Grants and Agreements (including Subawards) with Institutions of Higher Education, Hospitals and Other Non-profit Organizations.

16. The Subgrantee understands that DOJ and its agencies reserve the right to unilaterally terminate this award, without penalty for a violation of the Trafficking Victims Protection Act 2000, 22 U.S.C. §7104(g), as amended. The Award Terms in 2 C.F.R. §175.15(b) are incorporated herein. Federal funding recipients or their employees may not engage in trafficking in persons, procure a commercial sex act or used forced labor in the performance of this award.
17. The Subgrantee agrees to comply and assure the compliance of its contractors, with any applicable statutorily imposed non-discrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789d(c); the Victims of Crime Act, 42 U.S.C. §10604(e); the Juvenile Justice and Delinquency Prevention Act of 2002, 42 U.S.C. §5672; the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000d et seq.; the Rehabilitation Act of 1973, as amended; 29 U.S.C. §794, the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §12131-34; the Education Amendments of 1972, 20 U.S.C. §1681 et seq.; the Age Discrimination Act of 1975, 42 U.S.C. §6101-07; the Drug Abuse Prevention, Treatment, and Rehabilitation Act, 21 U.S.C. §1101 et seq.; as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 U.S.C. §12114 et seq. as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; the Public Health Service Act, 42 U.S.C. §290dd-2, as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968, 42 U.S.C. §3601 et seq., as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, the requirements of any other nondiscrimination statute(s) which may apply to the application, and the Department of Justice Non-discrimination Regulations, 28 C.F.R. Part 42, Subparts, C, D, E, and G; the Department of Justice regulations on disability discrimination, 28 C.F.R. Part 35, Part 36, Part 39; and the Department of Justice, Policy Guidance Document, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," 67 F.R. 41455 (June 18, 2002); see Ex. Order 13279 (equal protection of the laws for faith-based and community organization).
18. In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by the laws referenced in paragraph 17.
19. The Subgrantee assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, it will forward a copy of the finding to OJP's Office for Civil Rights and DCJ.
20. The Subgrantee agrees that if required to formulate an Equal Employment Opportunity Program (EEOP) in accordance with 28 C.F.R. §42.301 et seq., it will maintain a current one

on file, and where the proposed subgrant is for \$500,000 or more (or receives an aggregate of \$1,000,000 in federal grant funds in an 18-month period), the Subgrantee will provide a copy of the EEOP to OJP's Office for Civil Rights.

21. The Subgrantee acknowledges that failure to submit an acceptable EEOP (if required to submit pursuant to 28 C.F.R. §42.302), that is approved by OJP's Office for Civil Rights is a violation of its General Conditions and may result in suspension or termination of funding, until such time as the Subgrantee is in compliance.
22. The Subgrantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice (DOJ) grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Subgrantees of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the DOJ funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faithbased organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.
23. The Subgrantee certifies that Limited English Proficiency (LEP) persons have meaningful access to the services under this program. National origin discrimination includes discrimination on the basis of limited English proficiency. To ensure compliance with Title VI and the Safe Streets Act; Subgrantees are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for Subgrantees to help comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.
24. The Subgrantee agrees to comply with all reporting, data collection, and evaluation requirements, as prescribed by the DOJ, BJA and its agencies as required by L&PS and DCJ.
25. The Subgrantee agrees that DOJ, and its agencies, L&PS, and DCJ reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: the copyright in any work developed from activities supported by this grant, and any rights of copyright to which a Subgrantee purchases ownership with support. The Subgrantee agrees that L&PS reserves the right to require the Subgrantee not to publish any work, which right shall not be exercised unreasonably. The Subgrantee assures that any publication by the Subgrantee shall include, on the title page, a standard disclaimer of responsibility by L&PS for any opinions or conclusions contained therein.

26. The Subgrantee agrees to comply with all confidentiality requirements of 42 U.S.C. §3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The Subgrantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, Section 22.23.
27. If a project is not operational within sixty (60) days of the original start date of the award period, the Subgrantee must report by letter to L&PS and DCJ of the steps taken to initiate the project, the reasons for the delay, and the expected start date. If a project is not operational within ninety (90) days of the original start date of the award period, the Subgrantee must submit a second statement to L&PS and DCJ explaining the implementation delay. Upon receipt of the 90-day letter, L&PS and DCJ may cancel the project and request the federal agency approval to redistribute the funds to other project areas. L&PS and DCJ may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subaward files and records must so note the extension.
28. Subgrantee agrees, to the greatest extent practicable, that all equipment and products purchased with grant funds should be American made.
29. Pursuant to 23 U.S.C. §§402-403, and 29 U.S.C. §668, each recipient agency of Federal contracts, subcontracts and grants shall encourage adoption and enforcement of on-the-job seat belt policies and programs for its employees, contractors, and subrecipients when operating company-owned, rented or personally owned vehicles.
30. Organizations funded under this federal grant program must agree to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility form (I-9). This form is to be used by the recipient of Federal Funds to verify that persons employed by the recipient are eligible to work in the United States.
31. The Subgrantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award and civil and/or criminal penalties, including under the federal False Claims Act, 31 U.S.C. §§3729-33, and under the New Jersey False Claims Act, N.J.S.A. 2A: 32C-3.
32. The Subgrantee must promptly refer to DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. Potential fraud, waste, abuse, or misconduct should be reported to OIG by:

mail: Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W., Room 4706
Washington, D.C. 20530
For additional information visit DOJ OIG's website at www.justice.gov/oig.

e-mail: oig.hotline@usdoj.gov
hotline: (800) 869-4499 or fax: (202) 616-9881
(contact information in English and Spanish)

33. Pursuant to Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients of federal funds to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
34. In support of this subgrant project, the Subgrantee agrees to adhere to U.S. Department of Justice's match requirements outlined in the U.S. Department of Justice (DOJ), Office of Justice Programs, *Financial Guide*, Part III Chapter 3: Matching or Cost Sharing and satisfy any state requirements on matching and cost sharing.
35. Subgrantee must maintain a timekeeping system which provides, at a minimum, records for all personnel charged to the grant as follows: positions, employee's name, title/rank, date hired, annual salary, total daily hours worked, hourly overtime rate, daily overtime charged to the grant, and signature of the employee, supervisor and project director regarding time charged to the grant. If an employee works solely on subgrant activities, the Subgrantee's employee and supervisor will sign a certification every six months verifying salary and wage charges to the project.
36. The Subgrantee agrees that federal grant funds should not be used to pay employee annual cash compensation in an amount that exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year. (The salary table for SES employees is available at <http://www.opm.gov>).
37. The Subgrantee agrees that the daily rate for consultants or speakers will be reasonable and consistent with what is usually paid for similar services offered, and may not exceed \$56.25 per hour or \$450 per 8-hour day, compensation for all consultants and speakers will comply with the OJP Financial Guide, Cost Requiring Approval, the name of the consultant/speaker, title of discussion, and hourly daily rates of the consultant/speaker will be maintained in the official grant file, and, for any rate that exceeds \$450 per day the Subgrantee will receive written approval from DCJ.
38. The Subgrantee agrees that all equipment purchased under the subgrant will be tagged and properly inventoried to reflect use of federal funds. The Subgrantee agrees to maintain an inventory list consistent with federal requirements for all equipment purchased or leased with grant funds and listing the date of delivery.

39. Subgrantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The details of subgrantee recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm>. A Subgrantee may not receive a subaward unless it has provided a DUNS number.
40. Subgrantee agrees that it cannot use federal funds in any contract or subcontract to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without express prior written approval of OJP.
41. Subgrantee agrees that it cannot allocate any funds to purchase vehicles.

State Conditions

42. The Subgrantee assures that it will comply, and all of its contractors will comply with the requirements of the state's anti-discrimination and affirmative action laws and regulations, including N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5-1, et al., as amended, and all implementing regulations and state circulars as amended or superseded. Failure to comply with these laws, rules, regulations, and state circulars will be grounds for termination of this subaward.
43. The Subgrantee shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of L&PS. No rights or obligations of the Subgrantee under this subgrant, in whole or part, may be assigned or subcontracted to another entity for any reason without the prior written approval of DCJ and L&PS. The Subgrantee may not transfer any rights or obligations under this subgrant pursuant to an acquisition, affiliation, consolidation, merger or other synergy with another entity.
44. The Subgrantee shall recognize and agree that both the initial provision of funding and the continuation of funding under this agreement are expressly dependent upon the availability to L&PS of funds appropriated by the State Legislature from state and/or federal revenue or such other funding sources as may be applicable and, in addition, if the Subgrantee's program is deemed a priority by the New Jersey Attorney General. A failure of L&PS to make any payment under this agreement or to observe and perform any condition on its part to be performed under the agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the agreement by L&PS or an event of default under the agreement and L&PS shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from L&PS beyond the duration of the award period set forth in the grant agreement and in no event shall the agreement be construed as a commitment by L&PS to expend funds beyond the termination date set in the grant agreement.

45. The Subgrantee agrees that all income earned by the Subgrantee from grant-supported activities is deemed program income. The Subgrantee agrees to add program income to funds committed to the program to further eligible program objectives. The Subgrantee agrees to comply with the OJP's Financial Guide, Program Income, and as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R. Part 70 and federal OMB Circular A-110 (2 C.F.R. Part 215), on the use, disposition, accounting and reporting for program income. (The use of program income must be shown on the detailed cost statements). State Circular Standard Grant Agreement Form, 07-05-OMB, defines program income to include any interest earned of \$250 or more in a fiscal year on advances of grant funds.
46. If applicable, the Subgrantee agrees that it will deposit advances of state grants in interest bearing accounts.
47. The Subgrantee agrees to enter, maintain and record all grant funds received by the State for this program in accounting records separate from all other fund accounts, including funds derived from other grant awards. Disbursed grant funds shall be available for expenditure by the Subgrantee in accordance with the provisions of the subgrant throughout the project period subject to such conditions as DCJ may prescribe.
48. The Subgrantee agrees to maintain an adequate financial management system in accordance with generally accepted principles of accounting. The Subgrantee shall maintain accurate and current financial reports, accounting records, internal controls, budget controls, and cash management procedures for receiving, holding, and expending grant funds. The Subgrantee shall maintain accurate and complete disclosure of financial results of each subgrant in the Detailed Cost Statements (DCS), have procedures to determine allowable costs, and provide source documentation for financial records.
49. As required under the federal Single Audit Act of 1984, Pub. L. 98-502, as amended, the Subgrantee agrees to comply with the organizational audit requirements of Federal OMB Circular, A-133, Audits of States, Local Governments and Non-Profit Organizations, as further described in OJP Financial Guide, Audit Requirements, Government Accountability Office's Government Auditing Standards (Yellow Book), and State Circular, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments, 04-04-OMB. The Subgrantee agrees to submit to DCJ any copies of any exceptions and/or findings regarding this project as a result of a single audit. The Subgrantee immediately will report to DCJ any changes in its fiscal year.
50. The Subgrantee agrees that grant funds will be used only for allowable costs as determined according to applicable federal cost principles specific to the Subgrantee (e.g. Federal OMB Circular A-21 (2 C.F.R. Part 220), A-87 (2 C.F.R. Part 225), A-102, A-110 (2 C.F.R. Part 215), A-122 (2 C.F.R. Part 230), A-133, etc.), according to OJP Financial Guide, Allowable Costs, and State Circular Standard Grant Agreement Form, X. Allowable Costs, 07-05-OMB.

51. The Subgrantee agrees that property furnished by L&PS or acquired in whole or in part with federal or L&PS funds or whose cost was charged to a project supported by federal or L&PS funds shall be utilized and disposed of in a manner generally consistent with state and federal requirements.
52. The Subgrantee agrees that procurement of supplies, equipment, and other services with funds provided by this grant shall be accomplished in a manner generally consistent with federal and state requirements. Adherence to the standards contained in the applicable federal and state laws and regulations does not relieve the Subgrantee of the contractual responsibilities arising under its procurement. The Subgrantee is the responsible authority, without recourse to L&PS, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.
53. The Subgrantee agrees that it will maintain data and information and submit timely reports, including programmatic progress and financial reports, as L&PS may require. If reports are not submitted as required, the L&PS may, at its discretion, suspend payments on this subgrant. The State of New Jersey may, at its discretion, take such action to withhold payments to the Subgrantee on this or any grant with other state agencies until the required reports have been submitted.
54. Unless otherwise directed by DCJ, state or federal statute, all grant records shall be retained for a period of seven years. This period is extended until otherwise directed if there is any litigation, claim, negotiation, action, or audit in progress and/or audit finding involving grant records started before the end of the seven year period.
55. The Subgrantee agrees to report any Budget Revisions or Grant Extensions as follows:
 - a. Deviations in excess of \$100 from the approved budget or extensions in the grant period require prior approval via Division of Criminal Justice (DCJ) Grant Adjustment Request Form. Subgrantee should be aware that approved budget revisions may result in the imposition of additional special conditions.
 - b. L&PS may request changes in the scope of services of the Subgrantee to be performed hereunder. Such changes, which are mutually agreed upon by and between L&PS and the Subgrantee must be incorporated in written amendments to this grant.
 - c. If the Subgrantee is making program expenditures or providing grant services at a rate which, in the judgment of L&PS, will result in substantial failure to expend the grant amount or provide grant services, L&PS may so notify the Subgrantee. If, after consultation, the Subgrantee is unable to develop to the satisfaction of L&PS a plan to rectify its low level of program expenditures or grant services, L&PS may upon thirty (30) days notice to the Subgrantee, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Subgrantee's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by L&PS subsequent to the

awarding of the grant and the funds have already been received by the Subgrantee, the reduced amount will be remitted to L&PS.

- d. If the revision requested will result in a change to the Subgrantee's approved project which requires federal prior approval, L&PS will obtain the federal agency's approval before approving the Subgrantee's request.
56. If the Subgrantee materially fails to comply with the terms of an award, whether stated in a state or federal statute or regulation, an assurance, general condition, special condition, in a state plan or application, a notice of award, or elsewhere, the Subgrantee agrees that L&PS may take one or more of the following actions, as appropriate in the circumstances:
- a. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or take more severe enforcement action.
 - b. Disallow all or part of the cost of the activity or action not in compliance.
 - c. Wholly or partly suspend or terminate the current award for the Subgrantee's program.
 - d. Withhold further awards for the program.
 - e. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
 - f. Take other remedies that may be legally available.
57. When the Subgrantee has failed to comply with grant award requirements, stipulations, standards, or conditions, the Subgrantee agrees that L&PS may suspend the grant and withhold further payments; prohibit the Subgrantee from incurring additional obligations of grant funds pending corrective action by the Subgrantee; or decide to terminate the grant in accordance with the below paragraph. L&PS shall allow all necessary and proper costs, which the Subgrantee could not reasonably avoid during the period of suspension, provided they meet federal and state requirements.
58. The Subgrantee agrees that L&PS may terminate the grant in whole or in part whenever it is determined that the Subgrantee has failed to comply with the conditions of the grant. L&PS shall notify the Subgrantee in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Subgrantee or recoveries by L&PS under the grant terminated for cause shall be in accord with the legal right and liability of the parties.
59. L&PS and the Subgrantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Subgrantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.

60. L&PS may terminate this grant for convenience, upon 60 days written advance notice to the Subgrantee, for any reason whatsoever, including lack of funding available to the L&PS. Upon receipt of a notice of termination for convenience, the Subgrantee shall cease incurring additional obligations of subgrant funds. However, the L&PS shall allow the Subgrantee to incur all necessary and proper costs which the Subgrantee cannot reasonably avoid during the termination process, as long as these costs comply with all program requirements.
61. The Subgrantee agrees that under certain instances it may be considered "High Risk":
- a. If L&PS determines that a Subgrantee:
 - i. Has a history of unsatisfactory performance.
 - ii. Is not financially stable.
 - iii. Has a financial management system which does not appear adequate according to the General Conditions, or meet the standards expressed according to the current State Circular Standard Grant Agreement Form, VIII Financial Management System, 07-05-OMB.
 - iv. Has not conformed to terms and conditions of previous awards.
 - v. Is otherwise not responsible; and L&PS determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.
 - b. If a Subgrantee is considered "High Risk," then L&PS may impose additional Special Conditions or restrictions on the Subgrantee at any time including:
 - i. Payment on a reimbursement basis.
 - ii. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
 - iii. Requiring additional, more detailed financial reports.
 - iv. Additional project monitoring.
 - v. Requiring the Grantee to obtain technical or management assistance.
 - vi. Establishing additional prior approvals.
 - c. If L&PS decides to impose such special conditions, L&PS will notify the Subgrantee as soon as possible, in writing, of:
 - i. The nature of the special conditions/restrictions.
 - ii. The reason(s) for imposing the special conditions.
 - iii. The corrective actions that must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions.
 - iv. The method of requesting reconsideration of the conditions/restrictions imposed.
62. The Subgrantee understands and agrees that, in compliance with the Corruption of Public Resources Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse state grant funds for an unauthorized purpose, and violations under this act could result in a prison term of up to 20 years, and, under N.J.S.A. 2C:30-8, subject to a fine of up to \$500,000.

63. The Subgrantee agrees that all equipment purchased or leased with grant funds will be acquired by following standard county and local bidding/procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable.
64. The Subgrantee agrees that all consumable supplies purchased or leased with grant funds will be acquired by following standard county and local bidding/procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable. The Subgrantee agrees to maintain an inventory list on all consumable supplies purchased with grant funds in the official grant file.
65. The Subgrantee agrees to comply with the current State Circular on Entertainment, Meals, and Refreshments, 11-09-OMB and the OJP Financial Guide, Food and Beverage, when using subgrant funds to purchase food, beverages and refreshments for project activities.
66. Subgrantee certifies that all services purchased with grant funds must be acquired by following standard county and local bidding/procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable.
67. Subgrantee agrees to submit a written request to DCJ and receive written approval before expending any grant funds allocated for training and/or travel (other than that which had been specifically listed, described and cost figures provided for in the approved grant application). A Subgrantee's use of any grant funds for allowable travel is restricted by the current State Travel regulations, State Circular 12-14-OMB. Exceptions to this policy may be considered on a case by case basis when justified by extenuating circumstances. A Subgrantee seeking an exception to these travel regulations must seek prior preapproval for the travel exception by submitting a written request to the awarding agency 60 days prior to commencement of travel.
68. The Subgrantee shall include in its official grant file copies of any contract with subcontractors/vendors regarding this grant program and copies of its monthly timekeeping system records. DCJ reserves the right to give final written approval of subcontract/vendor budgets reimbursed with subgrant funds. The Subgrantee agrees to include in any contract with a subcontractor/vendor and make binding on both the Subgrantee and any of its subcontractors/vendors the following conditions:
 - a. A timekeeping system requirement as specified above.
 - b. The hourly rate for certified providers will be based on experience and comparable rates for field of service. All rates must be pre-approved by DCJ.
 - c. The subcontractor/vendor must develop and/or maintain written, internal policy and procedures for participant service purchases (i.e., transportation, food and other

emergency aid), with appropriate monitoring, oversight, and authority. Types and amounts of purchases per project participant paid for with subgrant funds must be pre-approved by DCJ.

69. For purchase of services by State Agencies, Independent State Agencies or Legislature, the Subgrantee agrees to comply with N.J.S.A. 52:34-13.2, and that all services performed under a contract or through any subcontract shall be performed in the United States, unless the appropriate officer provides a certification, which is approved by the appropriate authority, which states that a required service cannot be provided by a contractor or subcontractor within the United States.
70. The Subgrantee agrees that overtime expenses must be directly related to approved subgrant activities. Monthly overtime charges to the subgrant must be reported on the DCJ Detailed Cost Statement (DCS) report. The DCS should include employee's name, daily overtime charged, and activity for which overtime expenses were incurred.
71. The Subgrantee agrees to ensure all insurance requirements consistent with the business/not-for-profit entity are extended to include the purposes and intent of this subgrant award.
72. The Subgrantee's subcontractors, instructors, and consultants must maintain Public Works Contractor Registration with the Department of Labor and Workforce Development, as required by N.J.S.A. 34:11-56.48 et seq.

CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the State of New Jersey Grant Program, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the provisions of the federal grant program and all other applicable federal and state laws, regulations, and guidelines.

<p>County Gloucester</p> <hr/>	<p>Grant # VS-52-14</p> <hr/>
<p>Subgrantee</p> <hr/>	
<p>Signature of Authorized Official</p> <p>Robert M.Damminger</p> <hr/>	<p>Title (County Executive, County Manager, County Supervisor, County Board President; Mayor, Chief Executive or Village President; State Agency Head; Nonprofit Chief Executive, President, Chairperson of the Board)</p> <hr/>
<p>Printed Name of Authorized Official</p>	<p>Date</p> <hr/>

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS
AND
DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making is a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice
Office of Justice Programs
ATTN: Control Desk
810 Seventh Street, N.W.,
Washington, D.C. 20531

Notice shall include the identification numbers(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, with 10 calendar days of the conviction, to:

Department of Justice
Office of Justice Programs
ATTN: Control Desk
810 Seventh Street, N.W.,
Washington, D.C. 20531

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

County of Gloucester, 2 South Broad Street

P.O. Box 337 Woodbury, NJ 08096

2. Application Number and/or Project Name:

VS-52-14

3. Grantee IRS/Vendor Number 21-60000660

4. Type/Print Name and Title of Authorized Representative

Robert M. Damminger, Freeholder Director

5. Signature

6. Date

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE

RESOLUTION OF PARTICIPATION

A RESOLUTION APPROVING PARTICIPATION WITH THE STATE OF NEW JERSEY FEDERAL GRANT PROGRAM ADMINISTERED BY THE DIVISION OF CRIMINAL JUSTICE, DEPARTMENT OF LAW AND PUBLIC SAFETY.

WHEREAS, the County of Gloucester wishes to apply for
Applicant's Unit of Government/Non Profit Organization

funding of approximately \$ 84,095 with a match of \$ 21,024 (if applicable) for an approximate
project total cost of \$ 105,119 for a project under the State of New Jersey SART/FNE
Fill In Name of Program

Grant Program, and

WHEREAS, the Board of Chosen Freeholders has reviewed the
Applicant's Governing Body/Board of Directors

accompanying application and has approved said request, and

WHEREAS, the project is a joint effort between the Department of Law and Public Safety
and Gloucester County Prosecutor's Office for the purpose described in the application;
Applicant's Unit of Government/Non Profit Organization

THEREFORE, BE IT RESOLVED by the Gloucester County Freeholder Board that
Applicant's Governing Body/Board of Directors

1. As a matter of public policy County of Gloucester wishes to
Applicant's Unit of Government/Non Profit Organization
participate to the fullest extent possible with the Department of Law and Public Safety.
2. The Attorney General will receive funds on behalf of the applicant.
3. The Division of Criminal Justice shall be responsible for the receipt and review of the
applications for said funds.
4. The Division of Criminal Justice shall initiate allocations to each applicant as
authorized.

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE

CERTIFICATION OF RECORDING OFFICER

This is to certify that the foregoing Resolution is a true and correct copy of a resolution which was duly and regularly introduced and finally adopted at the meeting of the

County of Gloucester Board of Chosen Freeholders held on the
Applicant's Governing Body/Board of Directors

day of _____, 20____ and duly recorded in my office;

that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and that I am duly authorized to execute this certificate.

DATED this _____ day of _____, 20____

SEAL

Signature of Certifying Officer

Chad Bruner

Name of Certifying Officer

Clerk of the Board

Title (Mayor, Freeholder-Director,
County Executive, Agency Head,
President, Chairperson of the Board)

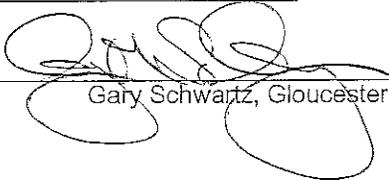
Federal Financial Accountability and Transparency Act Information Form

To be completed by Subrecipient:

- 1. Agency Name: Gloucester County Prosecutor's Office
- 2. City: Woodbury 3. State: New Jersey 4. Zip + 4: 08096-4606
(www.usps.com/zip4/)
- 5. Congressional District (Agency main office) (2 digits) (01 – 13): 5th 6. County: Gloucester
(http://www.govtrack.us/congress/findyourreps.xpd)
- 7. DUNS number (http://www.dnb.com/us/) (9 digits): 95-736-2247
- 8. Location of Primary Place of Performance of Project (if different than above). Enter the ONE location and corresponding congressional district where the majority of work is completed. (State wide is not acceptable):
City: _____ State: _____ Zip + 4 _____
Congressional District (2 digits) (01 – 13): _____ County: _____
- 9. Central Contractor Registration Completed (http://www.ccr.gov/): Yes: _____ No: _____
If No, please explain: _____

10. The names and total compensation of the five most highly compensated officers of the entity (and parent if owned by another entity) if: (i) the entity in the preceding fiscal year received, (a) 80 percent or more of its annual gross revenues in Federal awards; and (b) \$25,000,000 or more in annual gross revenues from Federal awards; and (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986. (http://www.cgsh.com/cgsh/SECDeterminationofNamedExecutiveOfficers.pdf)

Officer Name	Total Compensation
#1 _____	_____
#2 _____	_____
#3 _____	_____
#4 _____	_____
#5 _____	_____

11. Signature of Agency Representative:  _____
Gary Schwartz, Gloucester Co. Treasurer

- To be completed by Division/SubGrantor:
- 1. Amount of Award: _____ 2. Federal: _____ 3. Match or State Share: _____
- 4. Award Title: _____
- 5. Award Number: _____
- 6. Transaction Type: _____ 7. CFDA Number: _____
- 8. Program Source: _____

AUDIT REQUIREMENTS

As a recipient of funds through the New Jersey Department of Public Safety, you **ARE** required to submit a copy of your agency's audit for the period covered by this contract.

- ▶ An audit (financial statement audit or program-specific audit) is required for the agency fiscal year, when **State** financial assistance, (which consists of funds received directly from the State, but does not include federal pass-through funds), of **\$100,000** or more is expended by the applicant agency.
- ▶ A single audit is required for the agency fiscal year, when **Federal** financial assistance, (which consists of funds received from the Federal Government or federal funds passed through state agencies), of **\$500,000** or more is expended by the applicant agency.
- ▶ No audit of any type is required when **STATE** financial assistance of less than \$100,000 or **FEDERAL** financial assistance of less than \$500,000 is expended. However, the Chief Financial Officer of the agency must attest to the adequacy of the applicant's accounting system.



1. Date of last audit: _____

2. Date(s) covered by last audit: _____

3. Last audit performed by: _____

Phone number of auditor: _____

4. Date of next audit: _____

5. Date(s) to be covered by next audit: _____

6. Next audit will be performed by: _____

Phone number of auditor: _____

7. Total amount of funds received from *ALL* entities *INCLUDING* the Department of Law & Public Safety

Federal Amount: \$ _____

State Amount: \$ _____

Signed: _____

Date: _____

Title: _____

Date: _____

Agency: _____

Phone: _____



**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
ACCOUNTING SYSTEM AND FINANCIAL CAPABILITY QUESTIONNAIRE**

SECTION A: PURPOSE

The financial responsibility of grantees must be such that the grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria as outlined in the OJP Financial Guide.

- (1) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant.
- (2) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located.
- (3) The accounting system should provide accurate and current financial reporting information.
- (4) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency, and encourage adherence to prescribed management policies.

SECTION B: GENERAL

1. If your firm publishes a general information pamphlet setting forth the history, purpose and organizational structure of your business, please provide this office with a copy; otherwise, complete the following items:

a. When was the organization founded/incorporated (<i>month, day, year</i>)	b. Principle officers Titles
c. Employer Identification Number:	
d. Number of Employees Full Time: Part Time:	

2. Is the firm affiliated with any other firm: Yes No

If "yes", provide details:

3. Total Sales/Revenues in most recent

accounting period. (*12 months*)

\$

SECTION C: ACCOUNTING SYSTEM

1. Has any Government Agency rendered an official written opinion concerning the adequacy of the accounting system for the collection, identification and allocation of costs under Federal contracts/grants? Yes No

a. If yes, provide name, and address of Agency performing review:	b. Attach a copy of the latest review and any subsequent correspondence, clearance documents, etc.
	Note: If review occurred within the past three years, omit questions 2-8 of this Section and Section D.

2. Which of the following best describes the accounting system: Manual Automated Combination

3. Does the accounting system identify the receipt and expenditure of program funds separately for each contract/grant? Yes No
 Not Sure

4. Does the accounting system provide for the recording of expenditures for each grant/contract by the component project and budget cost categories shown in the approved budget? Yes No
 Not Sure

5. Are time distribution records maintained for an employee when his/her effort can be specifically identified to a particular cost objective? Yes No
 Not Sure

6. If the organization proposes an overhead rate, does the accounting system provide for the segregation of direct and indirect expenses? Yes No
 Not Sure

<p>7. Does the accounting/financial system include budgetary controls to preclude incurring obligations in excess of:</p> <p>a. Total funds available for a grant? <input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No <input type="checkbox"/> Not Sure</p> <p>b. Total funds available for a budget cost category (e.g. Personnel, Travel, etc)? <input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No <input type="checkbox"/> Not Sure</p>	
<p>8. Is the firm generally familiar with the existing regulation and guidelines containing the cost principles and procedures for the determination and allowance of costs in connection with Federal contracts/grants? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure</p>	

OJP FORM 7120/1 (2/02)

(continued on reverse)

SECTION D: FUNDS CONTROL
<p>1. If Federal grant/contract funds are commingled with organization funds, can the Federal grant funds and related costs and expenses be readily identified? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Not Sure</p>

SECTION E: FINANCIAL STATEMENTS
<p>1. Did an independent certified public accountant (CPA) ever examine the financial statements? <input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>
<p>2. If an independent CPA review was performed please provide this office with a copy of their latest report and any management letters issued. <input type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> N / A</p>
<p>3. If an independent CPA was engaged to perform a review and no report was issued, please provide details and an explanation below:</p>

SECTION F: ADDITIONAL INFORMATION
<p>1. Use this space for any additional information (indicate section and item numbers if a continuation)</p>

SECTION G: APPLICANT CERTIFICATION

I certify that the above information is complete and correct to the best of my knowledge.

<p>1. Signature</p>	<p>b. Firm Name, Address, and Telephone Number</p>
<p>a. Title</p>	

SECTION H: CPA CERTIFICATION

The purpose of the CPA certification is to assure the Federal agency that the recipient can establish fiscal controls and accounting procedures which assure that Federal and State/local funds available for the conduct of the grant programs and projects are disbursed and accounted for properly. If the audit report requested in Section E 2 above is not enclosed, then completion of this section is required.

<p>1. Signature</p>	<p>b. Firm Name, Address, and Telephone Number</p>
<p>a. Title</p>	

PUBLIC REPORTING BURDEN FOR THIS COLLECTION OF INFORMATION IS ESTIMATED TO AVERAGE 4 HOURS (OR MINUTES) PER RESPONSE, INCLUDING THE TIME FOR REVIEWING INSTRUCTIONS, SEARCHING EXISTING DATA SOURCES, GATHERING AND MAINTAINING THE DATA NEEDED, AND COMPLETING AND REVIEWING THE COLLECTION OF INFORMATION. SEND COMMENTS REGARDING THIS BURDEN ESTIMATE OR ANY OTHER ASPECTS OF THIS COLLECTION OF INFORMATION, INCLUDING SUGGESTIONS FOR REDUCING THIS BURDEN, TO OFFICE OF JUSTICE PROGRAMS, OFFICE OF THE COMPTROLLER, 810-7TH STREET, NW, WASHINGTON, DC 20531; AND TO THE PUBLIC USE REPORTS PROJECT, 1121-7120, OFFICE OF INFORMATION AND REGULATORY AFFAIRS, OFFICE OF MANAGEMENT AND BUDGET, WASHINGTON, DC 20503. OJP FORM 7120/1 (2/02)

G-1

RESOLUTION AUTHORIZING AWARD OF CONTRACT TO ALLIANCE BUS GROUP FOR \$154,414.00

WHEREAS, the Capital Transit Investment Plan (CTIP) developed by the Gloucester County Board of Chosen Freeholders provides for 50% of the cost of new municipal shuttle buses, up to a maximum amount of \$50,000.00 per municipality; and

WHEREAS, the Township of Mantua and the Borough of Paulsboro were selected as a recipient of 2015 CTIP funds; and

WHEREAS, the County of Gloucester, after due notice and advertisement, received sealed bids for the purpose of purchasing two (2) new municipal shuttle buses under the CTIP program; and

WHEREAS, after following proper bidding procedure, it was determined that Alliance Bus Group, located at 51 Kero Road, Carlstadt, New Jersey 07072 was the lowest responsive and responsible bidder to perform said services, for a total contract amount of \$154,414.00, as more specifically described in the bid specifications of PD#015-041; and

WHEREAS, bids were publicly received and opened on August 25, 2015; and

WHEREAS, the Purchasing Agent of the County of Gloucester has certified the availability of funds pursuant in the total amount of \$154,414.00, pursuant to C.A.F. #15-07413, \$72,690.00 shall be charged against budget line item C-04-14-019-333-19202 and \$81,724.00 shall be charged against budget line item C-04-15-019-333-19202; and

WHEREAS, the Township of Mantua and the Borough of Paulsboro have submitted letters to the Gloucester County Division of Transportation Services indicating that they will provide for their share, fifty percent (50%) of the cost of the new bus in the total amount of \$38,604.00 for each municipality; and

WHEREAS, the Freeholder Director of the County of Gloucester is also authorized to execute a bus use agreement with the Township of Mantua and Borough of Paulsboro upon delivery of the bus as part of this agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the purchase of two (2) 2015 or newer vehicles (*i.e., F-550 Buses, 22 Passengers & 2 Wheelchair Slots with Rear Lift (or equal)*), in the total amount of \$154,414.00, for use by the Township of Mantua and Borough of Paulsboro, is hereby authorized, and in accordance with and pursuant to the bid submitted by Alliance Bus Group, and the specifications promulgated by the County, 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 and any other documents necessary for the aforementioned purpose on behalf of the County of Gloucester.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on September 16, 2015, in Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

61

**CONTRACT BETWEEN
ALLIANCE BUS GROUP
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the ___ day of September, 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 **ALLIANCE BUS GROUP**, with offices at 51 Kero Road, Carlstadt, New Jersey 07072, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the county to contract for the supplying on two 2015 or newer Ford F-550 22 passenger buses with rear lifts and two (2) wheelchair slots with rear lift (or equal); and

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

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

NOW THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and 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 all services as indicated in bid PD#015-041 or within a reasonable period of time.
2. **COMPENSATION.** Vendor shall be compensated in a total contract amount of \$154,414.00 as per PD#015-041.

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#015-041, 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 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 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#015-041, 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 ___ day of _____, 2015.

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

ATTEST:

COUNTY OF GLOUCESTER

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ALLIANCE BUS GROUP

BY:
TITLE:

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 15-07413 DATE 9/2/15

C-04-14-019-333-19202 - \$72690
BUDGET NUMBER C-04-15-019-333-19202 - \$81,724

AMOUNT OF CERTIFICATION \$ \$154,414.00

DEPARTMENT Human Services

COUNTY COUNSEL Thomas Campo

DESCRIPTION OF PRODUCT OR SERVICE

Purchase two buses for Mantua and Paulsboro under Capital Transit Investment Program (CTIP). Two 2016 Ford F-550 gas buses, 22 passengers with 2 wheelchair slots with rear lift and video system and back up camera options. Price per bus is \$77,207. Mantua and Paulsboro will pay half of the cost. PD 15-041

VENDOR NAME Alliance Bus Group @ Arcola

ADDRESS 51 Kero Road

CITY/STATE/ZIP Carlstadt, NJ 07072

DEPARTMENT HEAD APPROVAL *Lin A. Curran*

PURCHASING AGENT *John R. ...* DATE 9-4-15

FREEHOLDER MEETING DATE Sept 16, 2015

WHITE: CLERK OF THE BOARD
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT
GOLD: COUNTY COUNSEL



TOWNSHIP OF MANTUA
Gloucester County, New Jersey

RECEIVED OCT 06 2014

Office of the Administrator
401 Main Street • Mantua, NJ 08051
(856) 468-1850 • Fax (856) 468-2720
www.mantuatownship.com

October 2, 2014

Via email lcerny@co.gloucester.nj.us
Division of Transportation Services
Budd Blvd Complex
115 Budd Blvd.
West Deptford, NJ 08096
Attn: Lisa A. Cerney, Director

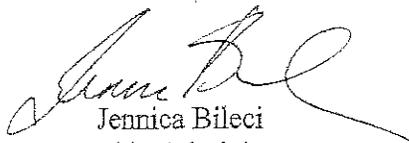
RE: Capital Transit Investment Plan

Dear Ms. Cerney,

Please be advised that the Township of Mantua is interested in participating in the CTIP funding through the County of Gloucester. Please advise if there is anything that is further needed from my office

If you have any questions, please do not hesitate to contact me at 856-468-1500.

Thank you,


Jennica Bileci
Township Administrator



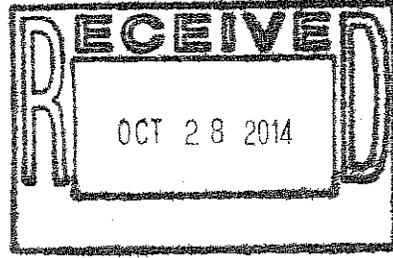
BOROUGH of PAULSBORO

1211 Delaware Street · Paulsboro, NJ 08066

Phone: (856) 423-1500 · Fax: (856) 423-9117

www.paulsboronj.org

October 24, 2014



Ms. Lisa A. Cerny, Director
Division of Transportation Services
Budd Blvd Complex
115 Budd Blvd
West Deptford, NJ 08096

Dear Ms. Cerny:

The Borough of Paulsboro is in receipt of your letter regarding the "Capital Transit Investment Plan" (CTIP) program. The program will assist the Borough of Paulsboro with funding up to \$50,000.00 to purchase a new shuttle bus that we use for our senior citizens.

This letter is being sent to let you know that the Borough of Paulsboro is interested in procuring a new bus. The Borough of Paulsboro has in the past, participated in this program and purchased the bus we are currently using for our town.

The Borough purchased a 2001 Freightliner Shuttle Bus through the CTIP program. The bus has 68,888 miles on it and is really showing its age. We have had some problems with it this year and I am being told it may not last much longer. It holds 32 passengers and is used every Wednesday to shuttle our senior citizens to ShopRite and once a month they go to Walmart and the Deptford Mall. We also shuttle the seniors to any of the sporting events that are scheduled in the evenings.

The shuttle bus has been very valuable to the Borough of Paulsboro in keeping our senior citizens mobile and assisting to their weekly needs. The Borough feels strongly about giving back to the community.

The Borough of Paulsboro, if approved for this plan, will be capable of providing the matching funds for this purchase.

If there are any questions regarding this issue, please do not hesitate to contact me at my office.

Sincerely,

LeeAnn Ruggeri
Borough Administrator
Treasurer/CFO

LAR/s

<p align="center">Bid Opening 8/25/2015 10:00am</p>			
<p align="center">SPECIFICATIONS FOR SUPPLYING TWO 2015 OR NEWER FORD F-550 BUSES, 22 PASSENGERS & 2 WHEELCHAIR SLOTS WITH REAR LIFT (OR EQUAL) FOR THE TOWNSHIP OF MANTUA AND THE BOROUGH OF PAULBORO IN COOPERATION WITH 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: Alliance Bus Group 51 Kero Rd Carlstadt, NJ 07072 Jeffrey Krakenbuhl GM 201 507-8500 201 507-5372 Fax ChrisZeiner@AllianceBusGroup.com</p>	<p>VENDOR: Rohrer Enterprises Inc. D/B/A Rohrer Bus Sales 1515 State Rd, PO Box 100 Duncannon, PA 17020 David M. Clawson EVP 717 957-2141 717 957-0158 Fax ewillis@rohrerbus.com</p>	<p>VENDOR: Woffington Body Co. Inc. 1315 Route 38, PO Box 160 Mt. Holly NJ 08060 Al Dellinger SVP 609 267-0763 609 261-9478 Fax kmsgrm@woffington.com</p>
ITEM	DESCRIPTION		
1	Ford Model 22 passenger & 2 wheel chair Bus		
	Price per bus	\$75,157.00	\$77,275.00*
	Total for 2 busses	\$150,314.00	\$154,550.00
	OPTIONS		
	Video System	\$1,450.00	\$314.00
	Back up Camera System	\$600.00	\$1,375.00
	Diesel Engine	\$7,350.00	\$7,000.00
	Total for 2 busses with all options (GAS) (DIESEL)	\$154,414.00	\$155,048.00
		\$169,114.00	\$169,048.00
	Model Year	2016	2016
	Bus Style	Starcraft Bus	Champion
	Completion Days	120 Days - Subject to Chassis availability	165 Days
	Variations: (if any)		
	Will you extend your prices to local government entities within the County	YES	YES
	Bid specifications sent to:	Prime Vendor Vineland Auto Electric	Factory Direct Bus Glaval Bus
<p>Based upon the bids received, I recommend Alliance Bus Group be awarded a contract as the lowest responsive, responsible bidder.</p>			
		Sincerely,	
		Robert J McErlane	
		Purchasing	

* Deduct \$240.00 for non-chrome grill per bus