

FINAL AGENDA

6:30 p.m. Wednesday, February 3, 2016

Call to Order

Salute to the flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular meeting minutes from January 20, 2016

P-1 Proclamation honoring the Gloucester County 4-H Member Participants on achievements made at various 2015 NJ State 4-H Animals Shows. (DiMarco) **(To be presented)**

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

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER CHILA**

A-1 RESOLUTION AUTHORIZING SETTLEMENT BY AND BETWEEN THE COUNTY AND THE ESTATE OF WILLIAM BLACKMAN ET AL.

The New Jersey Department of Environmental Protection brought an action known as a Docket #GLO-L-001014-08 against the property owners of Kincaid Lake Dam including the County of Gloucester; Robert and Ruth Gray; and, the Estate of William Blackman and Trustees of the William F. Blackman Charitable Farm Trust. The Farm Trust has confirmed that in undertaking the work to remove the Kincaid Lake Dam it has been paid the sum of \$7,500.00 as full payment/contribution by the County, and agrees that it will not seek anything further in any way associated with the cost of removal of Kincaid Lake Dam. Execution of the Release by the Farm Trust will resolve the matter between the County, the Farm Trust and the NJDEP. This resolution will authorize and accept the Release which is made for the benefit of the County. The Estate is represented by Peter E. Driscoll, Esq. of Archer & Greiner.

A-2 RESOLUTION DETERMINING THE ANNUAL APPROPRIATION FOR THE ESTABLISHMENT AND MAINTENANCE OF THE COUNTY LIBRARY FOR THE YEAR 2016.

In accordance with N.J.S.A.40:33-9, annual appropriations are made for the establishment and maintenance of a Library with the Board of Chosen Freeholders determining a sufficient sum to be raised; and thereafter, certified by the Board of Chosen Freeholders to the County Board of Taxation. A tax amount is then apportioned and assessed against all the municipalities receiving the benefits, and levied and collected in the manner provided by law for the maintenance of the Library. As per N.J.S.A. 40:33-9, this Resolution will set forth the annual appropriation necessary for the maintenance and upkeep of the County Library for the year 2016.

A-3 RESOLUTION AUTHORIZING THE AUCTION OF LAND OWNED BY THE COUNTY DESIGNATED AS 55 DELAWARE STREET, BLOCK 78, LOT 5.01 IN THE CITY OF WOODBURY.

This Resolution will authorize the auction of the building and land owned by the County of Gloucester (hereinafter "the County") situate on Block 78, Lot 5.01 in the City of Woodbury which is no longer needed for any public purpose or use by the County (hereinafter "the Property"). The Property will be sold consistent with the provisions of the Local Lands and Building Law, N.J.S.A. 40A:12-1, et seq., which requires authorization by the Freeholder Board to offer the Property for sale. It allows for the fixing of a minimum sale price if the Freeholder Board desires to do so, however, the Resolution herein does not provide for a minimum sale price, but rather provides that the highest bid may be accepted by the Freeholder Board, or all bids may be rejected. Upon approval of the Resolution, notices can be issued, publication made, and an auction scheduled for sale of the Property.

A-4 RESOLUTION AUTHORIZING STATE CONTRACT #A40116 WITH HEWLETT PACKARD ENTERPRISES FROM JANUARY 1, 2016 TO DECEMBER 31, 2016 IN AN AMOUNT NOT TO EXCEED \$50,000.00.

This Resolution authorizes the purchase of Hewlett Packard computer products including servers and storage, through State Contract #A40116 from January 1, 2016 to December 31, 2016 in an amount not to exceed \$50,000.00 from Hewlett Packard Enterprises. N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment through State Contract without the need for public bidding.

A-5 RESOLUTION AUTHORIZING STATE CONTRACT #A89774 WITH HEWLETT PACKARD, INC. FROM JANUARY 1, 2016 TO DECEMBER 31, 2016 IN AN AMOUNT NOT TO EXCEED \$100,000.00.

This Resolution authorizes the purchase of Hewlett Packard computer related equipment to include personal computers, laptops and tablets for all using departments throughout the County through State Contract #A89774 from January 1, 2016 to December 31, 2016 in an amount not to exceed \$100,000.00 from Hewlett Packard, Inc. N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment through State Contract without the need for public bidding.

A-6 RESOLUTION AUTHORIZING A CONTRACT WITH JOHN ALICE, ESQUIRE FROM JANUARY 1, 2016 TO DECEMBER 31, 2016, IN AN AMOUNT NOT TO EXCEED \$25,000.00.

This Resolution authorizes a contract with John Alice, Esquire (RPF# 16-016) for legal counsel for the County Adjuster's Office and other legal services of a specialized nature from January 1, 2016 to December 31, 2016 in an amount not to exceed \$25,000.00 at an hourly rate of \$150.00.

A-7 RESOLUTION AUTHORIZING A CONTRACT WITH THE LAW OFFICES OF MICHAEL J. SILVANO, LLC FROM JANUARY 1, 2016 TO DECEMBER 31, 2016, IN AN AMOUNT NOT TO EXCEED \$35,000.00.

This Resolution authorizes a contract with the Law Offices of Michael J. Silvanio, LLC (RPF# 16-018) for bail forfeitures from January 1, 2016 to December 31, 2016 in an amount not to exceed \$35,000.00 at an hourly rate of \$150.00.

A-8 RESOLUTION AUTHORIZING A CONTRACT WITH AMBASSADOR MEDICAL SERVICE, INC., FROM JANUARY 1, 2016 TO DECEMBER 31, 2016 IN AN AMOUNT NOT TO EXCEED \$30,000.00.

This Resolution authorizes a contract with Ambassador Medical Service, Inc., for D.O.T. and Non-D.O.T. Workplace Drug and Alcohol Testing as per PD# 16-005 from January 1, 2016 to December 31, 2016, with the County having the option to extend the contract for an additional year in an amount not to exceed \$30,000.00.

A-9 RESOLUTION APPOINTING A MEMBER TO THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY.

This Resolution will authorize the appointment of Paul Lenkowski to a 5 year term from February 2, 2016 to February 1, 2021 to the Gloucester County Improvement Authority.

A-10 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEALS.

The Plaintiff, Gordon Washington MAB Associates, LLC. V. Washington Township, Docket Numbers 8471-2014, 5259-2015, represented by Jeffrey M. Pypcznski, Esquire filed state tax appeals contesting the assessment on the subject property known as Block 117, Lot 1.04; and the Plaintiff, MCB, LLC. v. Woolwich, Docket Numbers 16057-2013, 8956-2014, 3364-2015, represented by Jeffrey M. Gradone, Esquire, filed state tax appeals contesting the assessment on the subject property known as Block 5, Lot 7.02; and the Plaintiff, SCP 2001A CSF 43, LLC/CVS v. Woodbury, Docket Numbers 003194-2014, 003590-2015, represented by Bruce Stavitsky, Esquire filed state tax appeals contesting the assessment on the subject properties known as Block 122, Lot 7; and the Plaintiff, Centro Bradley Cross Keys Commons, LLC, et al. v. Washington Township, Docket Numbers 09313-2013, 008699-2014, 005241-2015 represented by Bruce Stavitsky, Esquire filed state tax appeals contesting the assessment on the subject property known as Block 115.01, Lot 23; the Plaintiff, JMJ Warehouse Associates v. Woolwich, Docket Numbers 008299-2012, 004601-2013, 003478-2014, 002707-2015 represented by Michael A.

Vespasiano, Esquire filed state tax appeals contesting the assessment on the subject property known as Block 5, Lot 7.01; and the parties through legal counsel and assessors and/or certified real estate appraisers engaged by the tax payer and County have reached a resolution of the complaints, settling outstanding claims pursuant to N.J.S.A. 54:1-99, N.J.A.C. 18:17A-8.1.

DEPARTMENT OF PUBLIC SAFETY,
VETERANS AFFAIRS & ELECTIONS

FREEHOLDER CHILA
FREEHOLDER SIMMONS

B-1 RESOLUTION AUTHORIZING AWARD OF CONTRACT TO FLEET ANALYTICS, LLC, FROM FEBRUARY 3, 2016 TO FEBRUARY 2, 2017, IN AN AMOUNT NOT TO EXCEED \$33,000.00.

This Resolution authorizes a contract with Fleet Analytics, LLC to provide a global positioning system (GPS) for use by the Department of Emergency Response for the purpose of tracking and monitoring County vehicles and equipment to deploy resources more effectively and efficiently.

B-2 RESOLUTION AUTHORIZING AWARD OF CONTRACT TO THE RED UNIFORM TAILOR, INC., FROM FEBRUARY 3, 2016 TO FEBRUARY 2, 2019, IN AN AMOUNT NOT TO EXCEED \$200,000.00 PER YEAR.

This contract is to provide our public safety telecommunicators (PST's) and our emergency medical technicians (EMT's) within the Department of Emergency Response with uniforms and related equipment per the collective bargaining agreement.

B-3 RESOLUTION AUTHORIZING APPLICATION TO DEPARTMENT OF LAW & PUBLIC SAFETY, DIVISION OF NJ STATE POLICE AND ACCEPTANCE OF FY2015 GRANT, IN THE TOTAL AMOUNT OF \$110,000.00, FROM JULY 1, 2015 TO JUNE 30, 2016.

This Resolution is authorizing the FY 2015 Emergency Management Assistance Agency Grant in the total amount of \$110,000.00, which includes \$55,000.00 in Grant Funds and a \$55,000.00 county in-kind match. These funds are to be used to offset salaries for the staff of Emergency Management, for the grant period of July 1, 2015 to June 30, 2016.

DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS

FREEHOLDER SIMMONS
FREEHOLDER CHRISTY

C-1 RESOLUTION AUTHORIZING A REVISION TO THE COMMUNITY DEVELOPMENT PY2014 ANNUAL ACTION PLAN AND APPROVING A CHANGE IN CDBG PUBLIC FACILITIES PROJECTS.

The Department of Public Works Planning Division is requesting a Resolution to revise the Community Development PY2014 Annual Action Plan and to approve reallocating \$50,000.00 unused funds from the City of Woodbury for the reconstruction of Franklin Street to the Township of Deptford for the reconstruction of Kelly Drive. This project promotes safe roads in a low /moderate income area thereby qualifies under the CDBG regulations.

C-2 RESOLUTION AUTHORIZING AMENDMENTS TO THE 2014 AND 2015 AGREEMENTS WITH U.S. DEPARTMENT OF AGRICULTURE FOR THE USDA HOUSING PRESERVATION GRANT.

This Resolution authorizes an Amendment to modify the project service area of the PY 2014 and PY 2015 Agreements with U.S. Department of Agriculture for the Housing Preservation Grant Program to include the Boroughs of National Park and Newfield and the Townships of East Greenwich, Greenwich, Logan, Mantua, and South Harrison as eligible municipalities and to exclude the Township of Monroe from the PY 2015 Contract. This service area expansion will provide the County with the opportunity to increase availability to low and very low income residents of owner occupied housing rehabilitation.

C-3 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #01-FINAL WITH R.E. PIERSON CONSTRUCTION CO., INC.

This Resolution authorizes and approves a Contract Change Order Decrease #01-Final by \$219,242.38 between the County and R.E. Pierson Construction Company, Inc. (P.O. 426 Swedesboro Road, Pilesgrove (Box 403, Woodstown), NJ 08098. Contract Change Order Decrease #01-Final is necessitated by and based on adjustment for final as-built quantities, extras and reductions in items for the project. The overall change order results in a project cost decrease, resulting in a new total contract amount of \$743,584.61, for the Engineering Project

“Resurfacing, Safety Improvements along Mantua Grove Road, County Route 656 from SH Route 44 to Railroad tracks in the Township of West Deptford, Gloucester County,” Engineering Project #14-11SA.

C-4 RESOLUTION AUTHORIZING THE AGREEMENT MODIFICATION #01 TO FEDERAL AID AGREEMENT 12-DT-BLA-637 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION TO INCREASE FUNDING BY \$90,425.00.

This Resolution authorizes the County to enter into NJDOT Agreement Modification Increase #01 in the amount of \$90,425.00 for Federal Agreement 12-DT-BLA-637 for Federal Funding not to exceed a total of \$6,581,107.00 for the “Phase I Reconstruction of Egg Harbor Road, County Route 630, from Salina Road to Pembroke Drive, Washington Township, Gloucester County”, Federal Project No. STP-4048(106)Con, Engineering Project #06-01FA. The original Contract was passed by Resolution November 20, 2012, for an amount not to exceed \$6,490,682.00.

C-5 RESOLUTION AUTHORIZING A CONTRACT WITH ZONE STRIPING, INC. FOR \$401,333.77.

This Resolution will authorize and approve the County entering into a contract with Zone Striping, Inc. (501 New Jersey Avenue, P.O. Box 568, Glassboro, NJ 08028) in the amount of \$401,333.77 for the project known as “Countywide State Aid Roadway Safety Project throughout Gloucester County” Engineering Project #16-03SA (hereinafter the “Project”). Zone Striping, Inc. has been determined to be the lowest responsive and responsible bidder for the Project. The Project consists of Installation of raised pavement markers, flexible delineators, guide rail replacement, traffic stripes, long life, epoxy resin for edge lines, centerline, lane lines, etc. within the County’s jurisdictional limits. CAF #16-00550 has been obtained to certify funds. This project is 100% State Aid Funded.

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 AUTHORIZING A ONE YEAR EXTENSION OF A CONTRACT WITH JDJ PETS, D/B/A PETS PLUS, FROM FEBRUARY 5, 2016 TO FEBRUARY 4, 2017 IN AN AMOUNT NOT TO EXCEED \$35,000.00.

This Resolution extends the Contract with JDJ Pets, D/B/A Pets Plus, 4450 Black Horse Pike, Mays Landing, NJ, for the supply and delivery of bulk pet food and cat litter to the County Animal Shelter. The Contract was originally awarded under PD-013-054 and entered into on February 5, 2014, in an amount not to exceed \$35,000.00 per year. An initial extension was exercised for the one (1) year period from February 5, 2015 through February 4, 2016. This Resolution exercises the final option with Vendor for the one (1) year period from February 5, 2016 through February 4, 2017 in an amount not to exceed \$35,000.00 for the period.

F-2 RESOLUTION AUTHORIZING A CONTRACT WITH AVS INSTALLATIONS, LLC FOR \$20,083.00.

This Resolution authorizes supply, delivery and installation of courtroom audio sound system upgrades at the Ceremonial Courtroom in the Superior Court, per bid specifications PD# 016-003. Following appropriate bid procedures, it was determined that AVS Installations, LLC, with offices at 400 Raritan Center Parkway, Edison, New Jersey was the lowest responsive and responsible bidder to perform said services in the amount of \$20,083.00, from February 3, 2016 to February 2, 2017 for services as set forth in the bid specifications.

F-3 RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, MEGAN'S LAW AND LOCAL LAW ENFORCEMENT ASSISTANCE COMPONENT GRANT #JAG 1-9-14, IN THE AMOUNT OF \$7,764.00 FROM APRIL 1, 2016 to MARCH 31, 2017.

This Resolution authorizes funds to implement the requirements of Megan's Law, which provides community notification to law enforcement, schools, community organizations and neighbors of moderate and high risk sexual offenders living and/or working in Gloucester County. Funds are used to purchase software licenses that are used for data entry and mapping of Megan's Law registrants in Gloucester County. It will also fund additional software utilized by the investigative staff to retrieve information related to Megan's Law cases from computers, cell phone and other electronic devices to be used as evidence against defendants. Funds will also be utilized for postage and other unit related supplies.

F-4 RESOLUTION AUTHORIZING THE REVISED GRANT PERIOD FOR THE STATE OF NEW JERSEY, DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE, OFFICE OF VICTIM-WITNESS ADVOCACY FOR THE VICTIMS OF CRIME PROGRAM GRANT.

The Resolution was adopted on November 24, 2015 through The Gloucester County Prosecutor's Office to help offset some of the costs the County absorbed when the Victim/Witness (VOCA) grant was significantly cut several years ago. The VOCA grant partially pays for salaries for employees of the Gloucester County Prosecutor's Office/Witness Unit. The Victim/Witness Unit provides services for victims of violent crime in Gloucester County Mandated by the New Jersey Crime Victim's Bill of Rights under N.J.S.A. 52:4B-36. VOCA funds are used to ensure that crime victims are treated with fairness, compassion, and respect by the criminal justice systems to prevent secondary victimization by the system. The grantor has requested the grant period of July 7, 2015 to July 10, 2016 be revised to July 7, 2015 to July 6, 2016.

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

G-1 RESOLUTION AUTHORIZING STATE AREA PLAN GRANT CONTRACTS WITH VARIOUS ENTITIES FROM JANUARY 1, 2016 TO DECEMBER 31, 2016.

This Resolution authorizes the execution of Contracts, awarded by RFP 16-040, for the provision of various programs and services, through the County Division of Senior Services, for the seniors of the County from January 1, 2016 to December 31, 2016, as follows: **Glassboro Housing Authority** for the provision of the Housekeeping for GHA Residents Program (#036) so that housekeeping and chore services are available to the senior population within the County, in an amount not to exceed \$52,194.00 (Grant Funds: \$52,094.00 (III B), Estimated Client Donation: \$100.00); **Visiting Nurse and Hospice Services, Inc.** to provide skilled nursing services through the Certified Home Health Aide Program (#072), in an amount not to exceed \$70,100.00 (Grant Funds: \$56,000.00 (SSBG), Local Private Match: \$14,000; Estimated Client Donations: \$100.00); **South Jersey Legal Services, Inc.** to provide a Legal Services Program (#004) for seniors, in an amount not to exceed \$16,540.00 (Grant Funds: \$15,000.00 (III B), Local Private Match: \$1,440.00, Estimated Client Donations: \$100.00); **Gloucester County Department of Health, Senior and Disability Services**, 115 Budd Boulevard, West Deptford, N.J. 08096, for the provision of the Blind/Visually Impaired Program (#070), in an amount not to exceed \$49,000.00 (Grant Funds \$36,600.00 (SSBG), Local Public Match \$12,200.00, Estimated Client Donations \$200.00); **Gloucester County Division of Social Services**, for the provision of the Adult Protective Services Program (#065) in an amount not to exceed \$139,526.00 (Grant Funds \$137,056 (APS), Local Public Match \$2,470.00); **Rowan College at Gloucester County** for the provision of the Friendly Visitor Focusing on Reading and Writing Program (#081), in an amount not to exceed \$5,620.00 (Grant Funds: \$2,500.00 (III B), Local Public Match: \$3,020.00, Estimated Client Donations: \$100.00); **Rowan College at Gloucester County** for the provision of the Assistance to RSVP Senior Corps/Community Service Corps (#034), in an amount not to exceed \$7,320.00 (Grant Funds: \$4,300.00 (III B), Local Public Match: \$2,920, Estimated Client Donations: \$100.00).

G-2 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT WITH GLASSBORO PUBLIC SCHOOLS.

Resolution authorizing the execution of amendment with Glassboro Public Schools. On January 15, 2015 the County awarded a contract to Glassboro Public Schools, Thomas Bowe Elementary School for an after school program which due to similar programs was unable to meet the requirements set forth by the grant requirements. Glassboro Public Schools is to redirecting the funding to Dorothy L. Bullock School for a STEAM (Science/Technology/Engineering/Art/Mathematics) for a total contract amount of \$21,000.00 per year, for the remainder of the term from January 1, 2016 to December 31, 2019.

G-3 RESOLUTION AUTHORIZING CONTRACTS FOR HUMAN SERVICES, FROM JANUARY 1, 2016 TO DECEMBER 31, 2018.

This Resolution authorizes a split award of contracts, per RFP-016-014, from January 1, 2016 to December 18, 2018, with the option to extend for two (2) one (1) year terms.

- The Center for Family Services, Inc. contract is for an amount not to exceed \$48,000.00 per year, to provide youth intervention and treatment, recovery support, adult outpatient, and Together Youth Shelter services.
- The Legacy Treatment Services contract is for an amount not to exceed \$8,200.00 per year, to provide residential detox and residential treatment services.
- Recovery Services of New Jersey, Inc. d/b/a Lighthouse at Mays Landing contract is for an amount not to exceed \$39,500.00 per year, to provide adult inpatient detoxification, residential treatment and aftercare, and discharge planning placement to a sober living environment.
- The Maryville, Inc. contract is for an amount not to exceed \$203,300.00 per year, to provide residential treatment, mentally ill chemical abuser, residential treatment, detoxification and outpatient services, and sober living.
- The New Hope Foundation contract is for an amount not to exceed \$28,650.00 per year, to provide residential treatment, detox Mattie House/Halfway, and outpatient treatment.
- The Sodat of New Jersey, Inc. contract is for an amount not to exceed \$28,473.00 per year, to provide substance abuse prevention and outpatient treatment services, youth counseling, youth family crisis intervention, psychological evaluations, and services for Gloucester County inmates.
- The Wounded Healer, Inc. d/b/a/ My Friend's House Family Counseling Services contract is for an amount not to exceed \$28,100.00 per year, to provide addiction rehabilitation for adults and/or adolescents, intensive outpatient treatment, group, individual, and family counseling, urinalysis, case management, HIV risk reduction, substance abuse assessments and evaluations to the juvenile detention/probation population and parent conferences.

Old Business

New Business

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

Adjournment

Gloucester County

Board of Chosen Freeholders

Proclamation

~ In Honor Of ~

Gloucester County 4-H Member Participants 2015 New Jersey State 4-H Animal Shows

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to pay special tribute to the following Gloucester County 4-H Member Participants on achievements made at various 2015 New Jersey State 4-H Animal Shows; and

WHEREAS, Gloucester County 4-H Member, Molly Worek, exhibited her model horses at the New Jersey State 4-H Model Horse Show held at the Middlesex County 4-H Center, East Brunswick, New Jersey on January 25, 2015; and

WHEREAS, the New Jersey 4-H State Dog Show was held at the Rutgers School of Environmental and Biological Science's Annual Spring Festival in New Brunswick, New Jersey on April 25, 2015. Gloucester County 4-H Members, Erin Casey, Caitlyn Czajkowski, Zachary Herndon, Jamie Lawrence, Kathlyn Lawrence, Alexis Sleeth, Caleb Sleeth and Jessica Watson competed and placed in several divisions to include Obedience, Junior Showmanship, Agility, Rally and Grooming; and

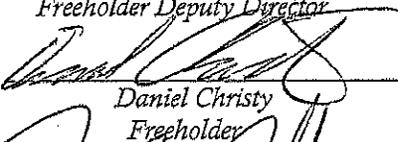
WHEREAS, the New Jersey State 4-H Dairy Cattle Show was held at the South County Park, Ringoes, New Jersey on August 25, 2015. Gloucester County 4-H Members, Austin Jones, Olivia Jones and Carley Kimball were awarded for showing in Jersey, Brown Swiss and Ayrshire Dairy Breeds and Showmanship Classes; and

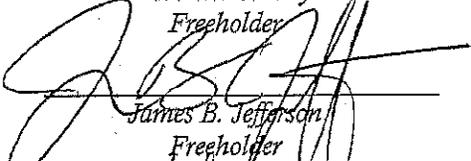
WHEREAS, the New Jersey State 4-H Rabbit, Cavy, Small Animal, Herpetology and Poultry Show was held at the Gloucester County 4-H Fairgrounds, Mullica Hill, New Jersey on September 12, 2015. Gloucester County 4-H Rabbit Club Members Billy Bramble, Emily Licciardello and Shyanna Thomas achieved "Best in Show"; Mackenzie Gehringer and Sage Knott achieved "Best in Show" for showing Amphibians; Kevin Rice and Zeb Reale for showing Lizards; Kevin Rice for Showmanship in Snakes; Shyanna Thomason and Kathlyn Lawrence achieved "Best in Show" for showing their Cavies; Joseph Bill, Bobby Gehringer and Jamie Lawrence showed their Small Animals; and

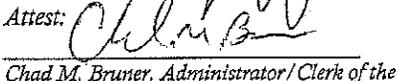
NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby recognize and congratulate the Gloucester County 4-H Member Animal Show Participants for their accomplishments!

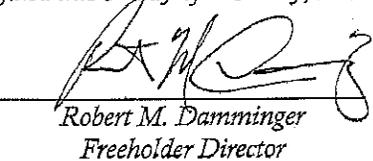
IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 3rd day of February, 2016.

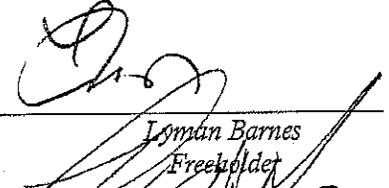

Giuseppe (Joe) Chila
Freeholder Deputy Director

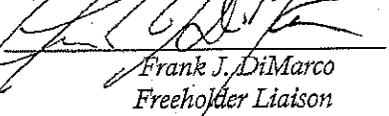

Daniel Christy
Freeholder


James B. Jefferson
Freeholder

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


Robert M. Damming
Freeholder Director


Lyman Barnes
Freeholder


Frank J. DiMarco
Freeholder Liaison


Heather Simmons
Freeholder

MINUTES

6:30 p.m. Wednesday, January 20, 2016

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	

Changes to the Agenda

Approval of the regular meeting minutes from December 28, 2015 and January 1, 2016.

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

Comments: N/A

49652 Proclamation honoring the Gloucester County 4-H Equestrian Team for capturing Championship Awards at the New Jersey State 4-H Horse Show on August 21, 2015 through August 23, 2015. (DiMarco) (To be presented).

46953 Proclamation honoring James R. Schmidt, Chief of Police of the Logan Township Police Department upon his retirement after 28 years of outstanding and meritorious service to the residents of Logan Township, New Jersey. (Barnes) (Previously presented)

49654 Proclamation honoring Samuel V. Hudman, upon his retirement as Executive Director of the Housing Authority of Gloucester County. (Christy) (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					
Simmons		X	X		
Jefferson			X		
Damminger			X		

Comments: N/A

CLOSE

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

Comments: N/A

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER
FREEHOLDER CHILA

49655 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF JANUARY, 2016.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco					
Simmons		X	X		15-10571
Jefferson			X		
Damminger			X		

Comments: N/A

49656 RESOLUTION REQUESTING ESTABLISHMENT OF A CHANGE FUND FOR USE BY THE BOARD OF TAXATION.

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

Comments: N/A

49657 RESOLUTION AUTHORIZING THE PURCHASE OF MATERIALS, SUPPLIES AND EQUIPMENT THROUGH STATE OF NEW JERSEY CONTRACTS IN ACCORDANCE WITH N.J.S.A. 40A:11-12 FOR THE CALENDAR YEAR 2016.

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

Comments: N/A

49658 RESOLUTION AUTHORIZING A CONTRACT WITH PINO CONSULTING GROUP, INC. FOR THE PROVISION OF A COUNTY WIDE CENTRAL SERVICE INDIRECT COST PLAN FROM FEBRUARY 4, 2016 TO FEBRUARY 3, 2017 FOR \$24,250.00.

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

Comments: N/A

49659 RESOLUTION AUTHORIZING A CONTRACT WITH CIVIL SOLUTIONS – A DIVISION OF ARH, FOR THE PROVISION OF ENGINEERING SERVICES FOR TAX MAP MAINTENANCE AND UPDATES FROM JANUARY 1, 2016 to DECEMBER 31, 2016 IN AN AMOUNT NOT TO EXCEED \$163,000.00.

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

Comments: N/A

49660 RESOLUTION AUTHORIZING STATE CONTRACT #A89967 WITH DELL MARKETING, LP FROM JANUARY 1, 2016 TO DECEMBER 31, 2016 IN AN AMOUNT NOT TO EXCEED \$150,000.00.

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

Comments: N/A

49661 RESOLUTION AUTHORIZING STATE CONTRACT #A75237 WITH PITNEY BOWES FROM JANUARY 1, 2016 TO DECEMBER 31, 2016 IN AN AMOUNT NOT TO EXCEED \$180,000.00.

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

Comments: N/A

49662 RESOLUTION AUTHORIZING THE CONTRACT WITH EDMUNDS & ASSOCIATES, INC., FROM JANUARY 1, 2016 TO DECEMBER 31, 2016 FOR \$35,254.00.

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

Comments: N/A

49663 RESOLUTION AUTHORIZING A CONTRACT WITH SIEMENS INDUSTRY, INC., FROM JANUARY 1, 2016 TO DECEMBER 31, 2017 FOR \$76,471.00 AND AN ADDITIONAL AMOUNT NOT TO EXCEED \$8,000.00 ANNUALLY.

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

Comments: N/A

DEPARTMENT OF PUBLIC SAFETY,
VETERANS AFFAIRS & ELECTIONS

FREEHOLDER CHILA
FREEHOLDER SIMMONS

49664 RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH RUTGERS UNIVERSITY FOR A WEATHER STATION PROJECT.

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

Comments: N/A

49665 RESOLUTION AUTHORIZING THE EXECUTION OF A JOINT BILLING AGREEMENT WITH VIRTUA HEALTH, INC. FOR THE PROVISION OF EMERGENCY MEDICAL SERVICES BILLING, FROM JANUARY 1, 2016 TO DECEMBER 31, 2016.

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

Comments: N/A

49666 RESOLUTION AUTHORIZING THE EXECUTION OF A JOINT BILLING AGREEMENT WITH INSPIRA MEDICAL CENTER WOODBURY, INC., FOR THE PROVISION OF EMERGENCY MEDICAL SERVICES BILLING, FROM JANUARY 1, 2016 TO DECEMBER 31, 2016.

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

Comments: N/A

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

49667 RESOLUTION AUTHORIZING A CONTRACT WITH UNIFIRST CORPORATION FROM JANUARY 1, 2016 TO DECEMBER 31, 2018 IN AN AMOUNT NOT TO EXCEED \$35,000.00.

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

Comments: N/A

49668 RESOLUTION AUTHORIZING PRE-APPLICATION FOR THE USDA HOUSING PRESERVATION GRANT PROGRAM FOR \$50,000.00.

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

Comments: N/A

49669 RESOLUTION AUTHORIZING A CONTRACT WITH CATERINA SUPPLY, INC. FROM JANUARY 20, 2016 TO JANUARY 19, 2018 IN AN AMOUNT NOT TO EXCEED \$50,000.00 PER YEAR.

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

Comments: N/A

49670 RESOLUTION AUTHORIZING THE AGREEMENT MODIFICATION #01 TO FEDERAL AID AGREEMENT 14-DT-BLA-689 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION TO DECREASE FUNDING BY \$435,000.00.

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

Comments: N/A

49671 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #01-FINAL WITH SOUTH STATE, INC.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes		X	X		
Christy					X
DiMarco					
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**

49672 RESOLUTION AUTHORIZING THE 2016 SALARY AGREEMENT WITH RUTGERS COOPERATIVE EXTENSION DIVISION IN AN AMOUNT NOT TO EXCEED \$88,819.00 FROM JANUARY 1, 2016 TO DECEMBER 31, 2016.

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

Comments: N/A

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

49673 RESOLUTION AUTHORIZING EXECUTION OF A TENANT ESTOPPEL CERTIFICATE WITH MACERICH DEPTFORD, LLC AND ADDITIONAL INVESTOR FOR LEASED "COUNTY STORE" PREMISES AT DEPTFORD MALL.

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

Comments: N/A

49674 RESOLUTION AUTHORIZING THE EXECUTION OF CONTRACT WITH PAULSBORO PRINTERS, LLC FOR SERVICES IN THE PRINTING OF BALLOTS FOR THE PRIMARY, GENERAL, SPECIAL AND ALL SCHOOL BOARD ELECTIONS FROM JANUARY 1, 2016 TO DECEMBER 31, 2016, IN AN AMOUNT NOT TO EXCEED \$656,432.00.

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

Comments: N/A

49675 RESOLUTION AUTHORIZING AWARD OF CONTRACT WITH ACS ENTERPRISE SOLUTIONS, INC., FROM JANUARY 1, 2016 TO DECEMBER 31, 2020, IN AN AMOUNT NOT TO EXCEED \$300,000.00.

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

Comments: N/A

DEPARTMENT OF HEALTH & HUMAN SERVICES

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

49676 RESOLUTION AUTHORIZING THE PURCHASE OF NEW JERSEY TRANSIT BUS PASSES FOR DIVISION OF SOCIAL SERVICES CLIENTS FROM FEBRUARY 1, 2016 TO JANUARY 31, 2017, IN AN AMOUNT NOT TO EXCEED \$400,000.00, INCLUDING THE COUNTY'S CONTRIBUTION IN AN AMOUNT NOT TO EXCEED \$3,000.00.

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

Comments: N/A

49677 RESOLUTION AUTHORIZING RENEWAL OF A LEASE AGREEMENT WITH INSPIRA MEDICAL CENTER WOODBURY, INC. FOR THE USE OF ITS MORGUE BY THE MEDICAL EXAMINER FROM JANUARY 1, 2016 TO DECEMBER 31, 2016 IN AN AMOUNT NOT TO EXCEED \$33,899.00.

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

Comments: N/A

49678 RESOLUTION AUTHORIZING AN APPLICATION TO THE NEW JERSEY DEPARTMENT OF HEALTH FOR THE PUBLIC HEALTH ACCREDITATION "MINI GRANT" FOR \$10,000.00 FROM JANUARY 28, 2016 TO JUNE 30, 2016.

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

Comments: N/A

49679 RESOLUTION AUTHORIZING AWARD OF CONTRACT WITH CENTER FOR FAMILY SERVICES, INC., FROM JANUARY 1, 2016 TO DECEMBER 31, 2018, IN AN AMOUNT NOT TO EXCEED \$90,734.00 PER YEAR.

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

Comments: N/A

49680 RESOLUTION AUTHORIZING AWARD OF A SPLIT CONTRACT FROM JANUARY 1, 2016 TO DECEMBER 31, 2018, TO 1) NEWPOINT BEHAVIORAL HEALTH CARE, IN AN AMOUNT NOT TO EXCEED \$45,000.00 PER YEAR; 2) NEWPOINT BEHAVIORAL HEALTH CARE, IN AN AMOUNT NOT TO EXCEED \$17,500.00 PER YEAR; 3) NEW POINT BEHAVIORAL HEALTH CARE, IN AN AMOUNT NOT TO EXCEED \$151,000.00 PER YEAR.

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

Comments: N/A

49681 RESOLUTION AUTHORIZING AWARD OF A SPLIT CONTRACT TO 1) GLASSBORO CHILD DEVELOPMENT CENTER, INC., IN AN AMOUNT NOT TO EXCEED \$18,000.00 PER YEAR; 2) WOODBURY CHILD DEVELOPMENT CENTER, INC., IN AN AMOUNT NOT TO EXCEED \$16,882.00 PER YEAR; 3) REPAUNO PRESCHOOL DAY CARE CENTER, INC., IN AN AMOUNT NOT TO EXCEED \$5,000.00 PER YEAR.

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

Comments: N/A

49682 RESOLUTION AUTHORIZING CONTRACTS FOR HUMAN SERVICES, FROM JANUARY 1, 2016 TO DECEMBER 31, 2018:

- A) THE ARC OF GLOUCESTER, INC., TO PROVIDE PROGRAMS FOR THE MENTALLY CHALLENGED CITIZENS OF GLOUCESTER COUNTY, IN AN AMOUNT NOT TO EXCEED \$22,000.00 PER YEAR
- B) THE ABILITIES CENTER OF SOUTHERN NEW JERSEY DBA ABILITIES SOLUTIONS, TO PROVIDE PROGRAMS FOR THE MENTALLY CHALLENGE CITIZENS OF GLOUCESTER COUNTY, IN AN AMOUNT NOT TO EXCEED \$25,000.00 PER YEAR
- C) THE ARC OF GLOUCESTER, INC., TO PROVIDE TRANSPORTATION SERVICES FOR GLOUCESTER COUNTY CITIZENS ENROLLED IN THE "REAL LIFE CHOICES" PROGRAM, IN AN AMOUNT NOT TO EXCEED \$15,000.00 PER YEAR.

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

Comments: N/A

49683 RESOLUTION AUTHORIZING AN AGREEMENT WITH THE NEW JERSEY JUDICIARY, CUMBERLAND/GLOUCESTER/SALEM VICINAGE XV FROM JANUARY 1, 2016 TO DECEMBER 31, 2018, IN AN AMOUNT NOT TO EXCEED \$7,600.00.

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

Comments: N/A

49684 RESOLUTION AUTHORIZING THE SUBMISSION OF THE 2016-2019 COMPREHENSIVE ALCOHOLISM AND DRUG ABUSE SERVICES PLAN TO THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES/DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES.

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

Comments: N/A

49685 RESOLUTION AUTHORIZING A GRANT MODIFICATION APPLICATION AND AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES FOR THE CY2016 SOCIAL SERVICES HOMELESS, INTENSIVE CASE MANAGEMENT GRANT, IN THE AMOUNT OF \$44,500.00, FROM JULY 1, 2015 TO JUNE 30, 2016.

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

Comments: N/A

49686 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT WITH CENTER FOR FAMILY SERVICES, INC. TO INCREASE THE CONTRACT AMOUNT BY \$44,500.00, RESULTING IN AN AMOUNT NOT TO EXCEED \$204,110.00 FROM JULY 1, 2015 TO JUNE 30, 2016.

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

Comments: N/A

49687 RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT RENEWAL AGREEMENT ACCEPTING TITLE XX GRANT FUNDS IN THE TOTAL AMOUNT OF \$66,117.00, WHICH INCLUDES AN IN-KIND MATCH OF \$5,384.00, FROM JANUARY 1, 2016 TO DECEMBER 31, 2016.

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

Comments: N/A

Old Business –N/A

New Business –N/A

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

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

Adjournment

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

Comments: N/A

TIME: 6:59

A 1

**RESOLUTION AUTHORIZING SETTLEMENT BY AND BETWEEN THE
COUNTY AND THE ESTATE OF WILLIAM BLACKMAN ET AL.**

WHEREAS, an action by the State of New Jersey, Department of Environmental Protection ("NJDEP"), was brought against the alleged property owners of Kincaid Lake Dam including the County of Gloucester, Robert and Ruth Gray, the Estate of William Blackman and Trustees of the William F. Blackman Charitable Farm Trust ("Farm Trust") under Docket No. GLO-L-001014-08; and

WHEREAS, the litigation matter included claims arising from or in any way associated with the existence, maintenance and/or removal of the dam structure referred to as the Kincaid Lake Dam; and

WHEREAS, historically, the Lake is admittedly owned by the Estate of William Blackman; the downstream property owners are Robert and Ruth Gray; and, the County sought approval from the State to construct the spillway creating the Lake, with County Road 623 traversing County Bridge #6-H-S at that location; and

WHEREAS, the Appellate Division determined that the County is liable under the Safe Dam Act, as the County has some control over the embankment and other portions of the dams where the County has right-of-way easements for the roads and bridges adjoining the spillways and the Lakes; and

WHEREAS, the Appellate Division emphasized that the liability of Defendants for remedial efforts and costs to repair or remove a dam may not be equal, and that the Trial Court on remand shall equitably apportion the costs and efforts accordingly, in accordance with N.J.S.A. 58:4-5(c); and

WHEREAS, the Farm Trust has entered into a Consent Order with the NJDEP, whereby the Farm Trust has agreed to take the appropriate actions to properly remove Kincaid Lake Dam pursuant to the requirements and regulations of the NJDEP; and

WHEREAS, the Farm Trust confirms that in undertaking said removal work it has been paid the sum of \$7,500.00 as full payment/contribution by the County, and agrees that it will not seek anything further in any way associated with the cost of removal of Kincaid Lake Dam; and

WHEREAS, it is in the best interest of the County to authorize and accept the Release (attached hereto as "Exhibit A") executed by the Farm Trust for the benefit of the County in resolution of the matter, for the total sum paid by the County of \$7,500.00.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the County authorizes and accepts the Release executed by the Farm Trust for the benefit of the County, confirming the sum paid of \$7,500.00 which shall represent full and final payment in resolution of the matter between the County, the Farm Trust and the NJDEP.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, February 3, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

EXHIBIT A

EXHIBIT A

A 1

RELEASE

This Release, dated January ____, 2016, is given by the Releasor, Trustees of the William F. Blackman Charitable Farm Trust, ("Farm Trust") to the Releasee, County of Gloucester ("County").

1. **Release**. The Farm Trust hereby releases and gives up any and all claims which it asserted or could have asserted against the County in the lawsuit filed by the State of New Jersey, Department of Environmental Protection ("NJDEP"), which was venued in the Superior Court of New Jersey under Docket No. GLO-L-001014-08 (the "Litigation"), including those claims arising from or in any way associated with the existence, maintenance and/or removal of the dam structure, referred to as the Kincaid Lake Dam. More specifically, the Farm Trust states that it has entered into a Consent Order with the NJDEP whereby the Farm Trust has agreed to take the appropriate actions to properly remove the Kincaid Lake Dam pursuant to the requirements and regulations of the NJDEP. The Farm Trust hereby states that in undertaking the work to remove the Kincaid Lake Dam it will seek no financial compensation from the County, other than as described herein, for the cost associated with the removal of the Kincaid Lake Dam.

2. **Payment**. The Farm Trust has been paid a total of \$7,500.00 by the County, in full payment for making this Release. The Farm Trust agrees that it will not seek anything further from the County in anyway associated with the cost of the removal of the Kincaid Lake Dam.

3. **Who is Bound.** The Farm Trust agrees that it is bound by this Release and it further agrees that anyone who succeeds to its rights and responsibilities shall be similarly bound. This Release is made for the benefit of the County.

4. **Signatures.** The Farm Trust, through its Trustees, understands and agrees to be bound by the terms of this Release.

WITNESSED BY:

(Signature)

Peter E. Driscoll, Trustee

(Print Name of Witness)

WITNESSED BY:

(Signature)

J. Thomas Dunleavy, Trustee

(Print Name of Witness)

WITNESSED BY:

(Signature)

The Glenmede Trust Company, N.A.
Trustee

By: _____

(Print Name of Witness)

(Name of Representative of
Glenmede Trust Company, N.A.)

AZ

**RESOLUTION DETERMINING THE ANNUAL APPROPRIATION
FOR THE ESTABLISHMENT AND MAINTENANCE OF THE
COUNTY LIBRARY FOR THE YEAR 2016**

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the 2016 appropriation of the Gloucester County Library shall be Five Million Two Hundred Seventy-three Thousand Five Hundred and Forty Five (\$5,273,545.00) Dollars. The amount to be assessed, levied and collected from the municipalities hereinafter mentioned who received the benefits of the Act of Legislation known as N.J.S.A. 40:3.3-9, to be assessed against all the said municipalities and levied and collected in the manner provided by law for the maintenance and upkeep of a library during the year 2016 shall be Four Million Nine Hundred Forty Thousand Six Hundred and Ten (\$4,940,610.00) Dollars. The County Treasurer's Office and the Board of Taxation is hereby authorized to make needed adjustments to the amount to be levied to reflect any changes in State Aid and other variables such as fund balance transfers, surplus transfers, and any line item transfers.

The following is a schedule of the municipalities herein referred to and receiving the benefits of said Act against which assessment is made and which is to be levied and collected in the manner aforesaid.

Borough of Clayton	Township of East Greenwich
Township of Elk	Borough of Glassboro
Township of Greenwich	Township of Harrison
Township of Logan	Township of Mantua
Borough of Newfield	Borough of National Park
Borough of Swedesboro	Township of South Harrison
Township of Woolwich	City of Woodbury Heights

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, February 3, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

A-3

RESOLUTION AUTHORIZING THE AUCTION OF LAND OWNED BY THE COUNTY DESIGNATED AS 55 DELAWARE STREET, BLOCK 78, LOT 5.01 IN THE CITY OF WOODBURY

WHEREAS, the County of Gloucester (hereinafter the "County") is authorized to sell real property under and pursuant to the Local Lands and Building Law, N.J.S.A. 40A:12-1, et seq; and

WHEREAS, the County is the owner of the property known as 55 Delaware Street, Block 78, Lot 5.01 in the City of Woodbury (hereinafter referred to as the "Property"); and

WHEREAS, the Property is not needed by the County for any public purpose or use; and

WHEREAS, the County desires to sell the Property not needed for any public purpose or use consistent with the terms and provisions of the Local Lands and Building Law, N.J.S.A. 40A:12-1, et seq.; and

WHEREAS, it is appropriate for the County to expose the Property to public sale by auction consistent with the terms and provisions of the Local Lands and Building Law in order to sell the Property; and

WHEREAS, the County has determined that given current economic conditions it is in the best interest of the County to conduct the public auction of and for the Property with no minimum bid threshold, while reserving the County's right to reject all bids received; and

WHEREAS, it is in the best interest of the County that a public auction be held for the Property.

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

1. Pursuant to N.J.S.A. 40A:12-13(a) of the Local Lands and Building Law, the Property, which is no longer needed by the County for any public purpose or use, be, and the same hereby are, authorized to be sold to the highest bidder at an open public auction with no minimum bid being required.
2. The public auction of the Property shall be held by the County's Purchasing Agent at the Offices of the County's Purchasing Agent located at 2 South Board Street, Woodbury, New Jersey 08096 in the County Main Conference Room (2nd floor), on a date to be determined by the County's Purchasing Agent, and publicly advertised by the Board Clerk. Once all written bids for the Property are received and opened, all bidding shall begin and close with the highest bid received. All bids shall be in writing at the time set for receiving bids. Bids may be accepted prior to the date, time and place established for the receipt of same, however, no bids shall be accepted after the date and time bidding is closed per this Resolution. All bids will be reported by the County's Purchasing Agent to the Board no later than the second regular meeting of the Board after the auction, whereupon the Board may reject the highest bids if determined to be inadequate.
3. The County is offering the Property for sale in its present condition. The Property is being sold "as is", and without any representation or warranty, either expressed or implied, as to its present condition. The County shall not be required to expend any funds in connection with any potential environmental investigation, assessment and/or remediation that may be required.
4. The sale of the Property shall be made subject to: (a) such state of facts which an accurate survey may disclose; (b) easements and restrictions of record, if any; (c) tenants, leaseholds, and rights of persons in possession; and, (d) all federal, state, county, and municipal laws, statutes, codes, ordinances, rules and regulations effecting the Property, including but not limited to its use and occupation.
5. The County reserves the following rights with regard to the sale of the Property: (a) to adjourn the sale at the time of sale for not more than two (2) weeks without re-advertising the sale; (b) to reject any and all bids received; and, (c) that any sale is subject to

authorization by the Board, by resolution, which authorization may be granted or denied within thirty (30) days of the auction.

6. Prospective bidders should examine the Property prior to bidding. Prospective bidders will be given an opportunity to inspect the Property prior to the auction to ascertain the condition of the Property. The County believes title to the Property is insurable by a reputable title insurance company at regular rates subject to easements and restrictions of record in effect on the date of the public auction, such as federal, state, county, and municipal laws or regulations that may be in effect and apply on the date of the public auction; and to such state of facts as an accurate survey and a visual inspection of the Property as of the date of the auction may disclose. In the event the County cannot convey insurable title to the Property, the sole liability to the County shall be the return, without interest, of all monies paid by the purchaser to the County. Objections to insurability of title must be made by the purchaser to County Counsel within ten (10) days after authorization of the sale by the Board. If the Purchaser fails to notify the County in accordance with this paragraph, purchaser shall be deemed to have waived all objections to title.
7. Prospective bidders are put on notice to consult either the Water and Sewage departments or the Municipal Utilities Authorities in the municipalities where the Property is located regarding existing water and sewer facilities.
8. The highest bidder shall be required to deposit with the County after the conclusion of the bidding ten percent (10%) of the bid price by cash, certified or cashier check, which deposit shall be held in escrow by the County. This deposit is nonrefundable unless the Board rejects the bid, and denies authorization for the sale of a specific property. In that case only the County shall refund the bidder his entire deposit without interest within fifteen (15) days of the Board's rejection of the bid; and bidder shall have no further obligation to, or claim against, the County regarding the bid and sale. If the Board accepts the bid, and authorizes the sale, then the bidder's deposit shall be credited against the purchase price in the Contract of Sale.
9. The balance of the purchase price shall be paid by certified or cashier's check to the County after closing upon delivery of the deed. This closing shall take place within forty five (45) days after acceptance of a bid, and the authorization for the sale, by the Board. All usual adjustments shall be made as of the date of the transfer of title.
10. The County makes no representations or warranties as it relates to the zoning or permitted uses of the Property.
11. Title shall be transferred by a Bargain and Sale Deed, and the Property shall be conveyed subject to all conditions of this Resolution, and subject to all the terms and provisions of the Local Lands and Building Law, N.J.S.A. 40A:12-1, et seq.
12. Pursuant to N.J.S.A. 40A:12-13(a) of the Local Lands and Building Law, the Board Clerk shall publish a notice to bidders and copy of this Resolution authorizing sale of the Property to the highest bidder in the *South Jersey Times* by two (2) insertions at least once a week over a period of two (2) consecutive weeks, the last publication to be made no earlier than seven (7) days prior to the sale.
13. The County Administrator, County Counsel, County Purchasing Agent, and all other necessary and appropriate County staff are hereby authorized to take all necessary steps to advertise and offer the Property for sale, and to conduct an auction to accomplish the sale, all in accordance with the Local Lands and Building Law, N.J.S.A. 40A:12-1, et seq.
14. No employee, agent, officer, body or subordinate body has any authority to waive, modify or amend any of the conditions of sale without the express approval by Resolution of the Board.
15. The Board's Director and Clerk shall execute a Contract of Sale for and on behalf of the County with any successful bidder within twenty (20) days after acceptance of the bid and authorization of the sale by the Board upon terms and conditions consistent herewith, and upon any additional terms and conditions which are necessary to effectuate the

purposes herein, and to secure the best interest of the County; provided that any additional terms and conditions shall not be inconsistent with the terms and conditions of this Resolution.

16. The Purchaser shall not assign or transfer the Contract of Sale, or any interest therein, without the prior written approval of the County. Any assignment or transfer without such approval shall be void, and shall constitute a default and breach.
17. Any resolutions, ordinances, or portions thereof, which are inconsistent with this Resolution shall hereby be repealed to the extent of any such inconsistency.

ADOPTED a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 3, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

A-4

**RESOLUTION AUTHORIZING STATE CONTRACT #A40116 WITH HEWLETT
PACKARD ENTERPRISES FROM JANUARY 1, 2016 TO DECEMBER 31, 2016 IN AN
AMOUNT NOT TO EXCEED \$50,000.00**

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

WHEREAS, the County of Gloucester (hereinafter the "County") has a need to purchase Hewlett Packard products for all using departments throughout the County; and

WHEREAS, it has been determined that the County can purchase the said HP products from Hewlett Packard Enterprises, with offices at 3000 Hanover Street, Palo Alto, CA 94304, in an amount not to exceed \$50,000.00 from January 1, 2016 to December 31, 2016, through State Contract #A40116; and

WHEREAS, the contract shall be for an estimated units of service, in an amount not to exceed \$50,000.00; therefore the contract is open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase HP products for all using departments throughout the County from Hewlett Packard Enterprises in an amount not to exceed \$50,000.00 from January 1, 2016 to December 31, 2016, through State Contract #A40116; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 3, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

A-5

**RESOLUTION AUTHORIZING STATE CONTRACT #A89774 WITH HEWLETT
PACKARD, INC. FROM JANUARY 1, 2016 TO DECEMBER 31, 2016 IN AN AMOUNT
NOT TO EXCEED \$100,000.00**

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

WHEREAS, the County of Gloucester (hereinafter the "County") has a need to purchase Hewlett Packard computer related equipment to include personal computers, laptops and tablets for all using departments throughout the County; and

WHEREAS, it has been determined that the County can purchase the said HP products from Hewlett Packard, Inc., with offices at 442 Swan Boulevard (Government Education Sales), Deerfield, IL 60015, in an amount not to exceed \$100,000.00 from January 1, 2016 to December 31, 2016, through State Contract #A89774; and

WHEREAS, the contract shall be for an estimated units of service, in an amount not to exceed \$100,000.00; therefore the contract is open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase HP products for all using departments throughout the County from Hewlett Packard, Inc. in an amount not to exceed \$100,000.00 from January 1, 2016 to December 31, 2016, through State Contract #A89774; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 3, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

AL6

RESOLUTION AUTHORIZING A CONTRACT WITH JOHN ALICE, ESQUIRE FROM JANUARY 1, 2016 TO DECEMBER 31, 2016, IN AN AMOUNT NOT TO EXCEED \$25,000.00

WHEREAS, there is a need by Gloucester County for legal counsel for the County of Gloucester's Adjuster's Office and other legal services of a specialized nature; and

WHEREAS, the County requested proposals 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 John Alice, Esquire, with offices at 28 Cooper Street, Woodbury, New Jersey 08096, made the most advantageous proposal; and

WHEREAS, the contract shall be for estimated units of service in an amount not to exceed \$25,000.00 at the hourly rate of \$150.00; and

WHEREAS, the contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the 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 John Alice, Esquire, for the provision of legal counsel for the Gloucester County Adjuster's Office and other legal services of a specialized nature from January 1, 2016 and concluding December 31, 2016, in an amount not to exceed \$25,000.00 at the hourly rate of \$150.00; and

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

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, February 3, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

A-6

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
COUNTY OF GLOUCESTER
AND
JOHN ALICE, ESQUIRE**

THIS CONTRACT is made effective this 1st day of January, 2016, by and between **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, (hereinafter referred to as "**County**"), and **JOHN ALICE, ESQUIRE**, with offices at 28 Cooper Street, Woodbury, New Jersey 08096, (hereinafter referred to as "**Attorney**").

RECITALS

WHEREAS, there exists a need by the County of Gloucester for certain legal services in connection with the County of Gloucester Adjuster's Office and other services of a specialized legal nature which may be requested from time to time; and

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

WHEREAS, Attorney 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 Attorney do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** The term of the contract shall be for the period beginning January 1, 2016 and concluding December 31, 2016.

2. **COMPENSATION:**

A. Contract shall be for estimated units of services, in an amount not to exceed \$25,000.00 at an hourly rate of \$150.00, as per the RFP submitted by Attorney dated December 18, 2015.

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

C. Attorney 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.

D. 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 Attorney 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.

- E. Attorneys shall submit detailed billings on a monthly basis. The bill submitted should indicate the following:
- a. Date of service
 - b. Name of attorney providing the service.
 - c. Amount of time spent on service
 - d. Detailed description of the service provided

Attorneys shall not bill for travel time unless specifically authorized by the County. Billing for travel time shall not be at the attorney's normal rate of pay;

F. In house office conferences between two or more attorneys of the same firm shall be limited to the reasonably necessary time of conference. Billing for in-house conferences shall be for the time of one attorney only;

G. The County shall not be billed for the initial review by a newly assigned attorney in the firm prior to beginning to work on the file;

H. For attendance at meetings, if two attorneys from the same firm attend, the county should only be billed for one attorney's attendance (unless the county specifically requests more than one attorney to attend these meetings);

- I. All bills of service are subject to review by County for reasonableness.

3. **DUTIES OF ATTORNEY.** The specific duties of the Attorney shall be as set forth in the RFP #16-016 and Attorney's responsive proposal dated December 18, 2015, which are incorporated in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP #16-016, this contract shall prevail.

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

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

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

The Attorney 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 Attorney 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 Attorney 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 Attorney 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, Attorney 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.

Attorney 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 Attorney or its agents.

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

A. Pursuant to the termination provisions set forth in the RFP#16-016, which are specifically referred to and incorporated herein by reference.

B. If Attorney 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 Attorney'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 Attorney or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Attorney 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 Attorney of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Attorney 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 Attorney. If the Contract is terminated by the County as provided herein, the Attorney will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Attorney 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 Attorney, and the County may withhold any payments to the Attorney for the purpose of set off until such time as the exact amount of damages due the County from the Attorney 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 Attorney, 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 Attorney 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 Attorney'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 Attorney's failure to provide for the safety and protection of its employees, or from Attorney's performance or failure to perform pursuant to the terms and provisions of this Contract. The Attorney'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.** Attorney 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. Attorney shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Attorney is a member of a profession that is subject to suit for professional malpractice, then Attorney shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Attorney 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. Attorney 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 Attorney either refuse or neglect to perform the service that Attorney is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Attorney's failure to perform, then and in that event, such expense shall be deducted from any payment due to Attorney. 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 Attorney shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Attorney 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 Attorney, 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.** Attorney 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 Attorney's services.
18. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Attorney is an independent contractor and is not an agent of the County.
19. **CONFIDENTIALITY.** Attorney 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#16-016 issued by the County of Gloucester and Attorney's responsive proposal dated December 18, 2015. Should there occur a conflict between this form of contract and RFP#16-016 and the Attorney's responsive Proposal dated December 18, 2015, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or RFP#16-016 and the Attorney's responsive proposal dated December 18, 2015, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is effective as of this 1st day of January, 2016.

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 Attorney 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

WITNESS:

JOHN ALICE, ESQUIRE

A4

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-16-016 Attorney for County Adjuster – John Alice, Esquire

EVALUATION FACTORS	SCORE
<p>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>	
<p>A. Technical Proposal contains all required information All required documentation submitted.</p> <p style="text-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> <u>25</u> points.</p> <p>Self employed Attorney with experience in Civil commitment hearings.</p>	23
<p>C. <u>Relevance and Extent of Similar Engagements performed</u> <u>25</u> points.</p> <p>He is our current vendor and performs all duties listed in the RFP. Has listed similar work in all aspects of the RFP.</p>	23
<p>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> <u>25</u> points.</p> <p>Firm indicates experience in legal matters and listed similar experience in aspects of the RFP.</p>	23
<p>E. Reasonableness of Cost Proposal <u>20</u> points.</p> <p>Cost for Attorney is 150.00 per hour. No additional fees listed.</p>	20
TOTALS	94

A7

**RESOLUTION AUTHORIZING A CONTRACT WITH THE LAW OFFICES OF
MICHAEL J. SILVANO, LLC FROM JANUARY 1, 2016 TO DECEMBER 31, 2016, IN
AN AMOUNT NOT TO EXCEED \$35,000.00**

WHEREAS, there is a need by Gloucester County for professional bail forfeiture, foreclosure matters and other additional legal services of a specialized nature as required by the County; and

WHEREAS, the County requested proposals 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 the Offices of Michael J. Silvano, LLC, located at 106 North Broad Street, Woodbury, NJ 08096, made the most advantageous proposal; and

WHEREAS, the contract shall be for estimated units of service in an amount not to exceed \$35,000.00 at the hourly rate of \$150.00; and

WHEREAS, the contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the 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 the Law Offices of Michael J. Silvano, LLC, for the provision of bail forfeitures, foreclosure matters and other additional legal services of a specialized nature as required by the County from January 1, 2016 to December 31, 2016, in an amount not to exceed \$35,000.00 at the hourly rate of \$150.00; and

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

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, February 3, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
COUNTY OF GLOUCESTER
AND
LAW OFFICES OF MICHAEL J. SILVANIO, LLC**

A 7

THIS CONTRACT is made effective this 1st day of January, 2016, by and between **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, (hereinafter referred to as "**County**"), and the **LAW OFFICES OF MICHAEL J. SILVANIO, LLC**, with offices at 106 North Broad Street, Woodbury, NJ 08096, (hereinafter referred to as "**Attorney**").

RECITALS

WHEREAS, there exists a need by the County of Gloucester for professional bail forfeiture, foreclosure matters and other additional legal services of a specialized nature as required by the County; and

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

WHEREAS, Attorney 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 Attorney do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** The term of the contract shall be for the period beginning January 1, 2016 and concluding December 31, 2016.

2. **COMPENSATION:**

A. Contract shall be for estimated units of services, in an amount not to exceed \$35,000.00 at an hourly rate of \$150.00, as per the RFP submitted by Attorney dated January 4, 2016.

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

C. Attorney 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.

D. 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 Attorney 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.

- E. Attorneys shall submit detailed billings on a monthly basis. The bill submitted should indicate the following:
- a. Date of service
 - b. Name of attorney providing the service.
 - c. Amount of time spent on service
 - d. Detailed description of the service provided

Attorneys shall not bill for travel time unless specifically authorized by the County. Billing for travel time shall not be at the attorney's normal rate of pay;

F. In house office conferences between two or more attorneys of the same firm shall be limited to the reasonably necessary time of conference. Billing for in-house conferences shall be for the time of one attorney only;

G. The County shall not be billed for the initial review by a newly assigned attorney in the firm prior to beginning to work on the file;

H. For attendance at meetings, if two attorneys from the same firm attend, the county should only be billed for one attorney's attendance (unless the county specifically requests more than one attorney to attend these meetings);

- I. All bills of service are subject to review by County for reasonableness.

3. **DUTIES OF ATTORNEY.** The specific duties of the Attorney shall be as set forth in the RFP #16-018 and Attorney's responsive proposal dated January 4, 2016, which are incorporated in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP #16-018, this contract shall prevail.

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

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

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

The Attorney 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 Attorney 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 Attorney 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 Attorney 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, Attorney 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.

Attorney 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 Attorney or its agents.

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

A. Pursuant to the termination provisions set forth in the RFP #16-018, which are specifically referred to and incorporated herein by reference.

B. If Attorney 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 Attorney'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 Attorney or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Attorney 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 Attorney of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Attorney 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 Attorney. If the Contract is terminated by the County as provided herein, the Attorney will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Attorney 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 Attorney, and the County may withhold any payments to the Attorney for the purpose of set off until such time as the exact amount of damages due the County from the Attorney 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 Attorney, 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 Attorney 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 Attorney'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 Attorney's failure to provide for the safety and protection of its employees, or from Attorney's performance or failure to perform pursuant to the terms and provisions of this Contract. The Attorney'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.** Attorney 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. Attorney shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Attorney is a member of a profession that is subject to suit for professional malpractice, then Attorney shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Attorney 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. Attorney 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 Attorney either refuse or neglect to perform the service that Attorney is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Attorney's failure to perform, then and in that event, such expense shall be deducted from any payment due to Attorney. 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 Attorney shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Attorney 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 Attorney, 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.** Attorney 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 Attorney's services.
18. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Attorney is an independent contractor and is not an agent of the County.
19. **CONFIDENTIALITY.** Attorney 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 #16-018 issued by the County and Attorney's responsive proposal dated January 4, 2016. Should there occur a conflict between this form of contract and RFP #16-018 and the Attorney's responsive Proposal dated January 4, 2016, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or RFP #16-018 and the Attorney's responsive proposal dated January 4, 2016, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is effective as of this 1st day of January, 2016.

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 Attorney 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

WITNESS:

LAW OFFICES OF MICHAEL J.
SILVANIO, LLC

MICHAEL J. SILVANIO, ESQUIRE

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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-016-018 Attorney for Bail Forfeitures – Michael J. Silvanio, LLC

EVALUATION FACTORS 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.	SCORE
A. Technical Proposal contains all required information All required documentation submitted. <u> 5 </u> points	5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u> <u> 25 </u> points. Single Attorney with experience in Bail Forfeitures.	23
C. <u>Relevance and Extent of Similar Engagements performed</u> <u> 25 </u> points. AS our current provider for this service, Vendor has experience with this County and will monitor documentation provided by the County.	23
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> <u> 25 </u> points. Vendor indicates that he will negotiate all matters regarding bail forfeitures as well as review all mortgage foreclosure complaints.	23
E. Reasonableness of Cost Proposal <u> 20 </u> points. Cost for Attorney is 150.00 / hr. with no other fees listed.	20
TOTALS	94

A8

RESOLUTION AUTHORIZING A CONTRACT WITH AMBASSADOR MEDICAL SERVICE, INC., FROM JANUARY 1, 2016 TO DECEMBER 31, 2016 IN AN AMOUNT NOT TO EXCEED \$30,000.00

WHEREAS, the County of Gloucester, after due notice and advertisement, received sealed bids for D.O.T. and NON D.O.T. Workplace Drug and Alcohol Testing for the County as per specifications PD# 016-005; and

WHEREAS, bids were publicly received and opened on January 15, 2016; and

WHEREAS, after following proper public bidding procedure, it was determined that Ambassador Medical Service, Inc., with offices at Pavilions at Greentree, 651 Route 73 North, Unit 308, Marlton, NJ 08053, was the lowest responsive and responsible bidder to perform said services in an amount not to exceed \$30,000.00 from January 1, 2016 to December 31, 2016, with the County reserving the option to extend the Contract for an additional one (1) year period as set forth in the bid specifications; and

WHEREAS, the Contract is open-ended, and as such, does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time.

NOW THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to a Contract between the County and Ambassador Medical Service, Inc., from January 1, 2016 to December 31, 2016, with the County reserving the option to extend the contract for an additional one (1) year period in an amount not to exceed \$30,000.00 for the aforementioned purpose; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 3, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

A-8

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
AMBASSADOR MEDICAL SERVICE, INC.**

THIS CONTRACT is made effective the 1st day of January, 2016 by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **AMBASSADOR MEDICAL SERVICE, INC.**, with offices at Pavilions at Greentree, 651 Route 73 North, Unit 308, Marlton, NJ 08053, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for D.O.T. and NON D.O.T. Workplace Drug and Alcohol Testing for the County of Gloucester, as set forth in PD #016-005; and

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

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

TERMS OF AGREEMENT

1. **TERMS.** This Contract shall be effective from January 1, 2016 to December 31, 2016, with the County reserving an option to extend the Contract for one (1) year period.
2. **COMPENSATION.** Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD #016-005, in an amount not to exceed \$30,000.00, for D.O.T. and NON D.O.T. Workplace Drug and Alcohol Testing for the County of Gloucester consistent with Vendor's Bid.

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

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the specifications identified as PD #016-005, which is incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of Contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

5. **LICENSING AND PERMITTING.** If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect,

Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD #016-005, 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 Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

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

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

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

the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

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

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

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

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

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

12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the Contract sum shall be adjusted accordingly. This Contract and the Contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
17. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.
18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.
19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
21. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD #016-005, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT is dated this 1st day of January, 2016.

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.

ATTEST:

COUNTY OF GLOUCESTER

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER,
DIRECTOR

ATTEST:

AMBASSADOR MEDICAL SERVICE,
INC.

MARILYN CAMPBELL, PRESIDENT

AB

ITEM DESCRIPTION	VENDOR:
PD 016-005 Bid Opening 01/15/16 10:00am 12652016 SPECIFICATIONS AND PROPOSAL FORM FOR THE SUPPLY AND DELIVERY OF DOT AND NON-DOT WORKPLACE DRUG AND ALCOHOL TESTING FOR THE COUNTY OF GLOUCESTER EMPLOYEES AND EXISTING UNITS WITH THE COUNTY AS ALLOWED THROUGH THE COUNTY PURCHASING SYSTEM NUMBERS CK-07-GC & 16GLCP	Ambassador Medical Service, Inc. 651 Rt. 73 North, Pavilions at Greentree, Unit 308 Marlton, NJ 08053 Marilyn Campbell, President 856-810-0235 856-810-0242 Fax
(DOT) DRUG AND ALCOHOL FEE SCHEDULE On-site self-contained mobile facility not to exceed four (4) County locations with no less than four (4) visits per year. Test during regular and/or seasonal county work hours:	\$52 \$15 (confirmation included) N/A \$30 *
Drug Test Alcohol Test Lab Fee Collection Fee Test after hours:	\$52 \$15 (confirmation included) N/A \$30 *
Alcohol Test Lab Fee Collection Fee If minimum number of employees is required, please specify	\$15 (confirmation included) N/A \$30 * 6 drug test collections per mobile unit visit per location.
OPTION A: COSTS Local site within Gloucester County (Provide site name and address): American Workcare, 1128 N. Delsea Dr., Gloucester, NJ	* Collection fee applies only if the minimum number of drug collections is not met. I.e., 5 collections/+additional \$30; 4 collections/+\$60
Drug Test Alcohol Test Lab Fee Collection Fee	\$52 \$20+\$25 Confirmation N/A \$15-\$25 ** ** Billed directly to Gloucester. Analysis fee determined by AMSI; other fees determined by the service center.
OPTION B: COSTS Walk-in facility at vendor's location with no less than four (4) visits per year (Provide site address): Ambassador Medical, Rt. 73 North, Pavilions at Greentree, Unit 308, Marlton, NJ 08053 Test during regular and/or seasonal county work hours:	\$45 \$15 Confirmation Included N/A
Drug Test Alcohol Test Lab Fee Collection Fee Test after hours:	\$45 \$15 Confirmation Included N/A
Drug Test Alcohol Test Lab Fee Collection Fee	\$45 \$15 Confirmation Included
Please specify hours that additional charges apply: Mon-Fri before 8: a.m./after 4:30 p.m. & Sat/Sun	*** **-\$48/hr weekdays before 8 a.m. and after 4:30 p.m. Saturday/Sunday-\$100 + cost of the Test

Collection Fee	***\$48/hr weekdays before 8 a.m. and after 4:30 p.m. Saturday/Sunday-\$100 + cost of the test	1/25/2016
Please specify hours that additional charges apply: Mon-Fri before 8 a.m./after 4:30 p.m. & Sat/Sun		
ADDITIONAL CHARGES		
1. Shy Bladder	\$32/hr st time/\$48 hr overtime	
2. Pre-employment	\$52	
3. Post-accident	\$52 drug/\$15 alcohol***	
4. Return to work	\$52	
5. Reasonable suspicion	\$52***	
6. Follow up testing	\$52	
7. Hourly rate for time spent w/ auditor	\$150	
8. Other fees:	Mobile Unit Call Out for post accident/reasonable suspicion testing Mon-Fri 8 a.m.-4:30 p.m.-48/hr minimum 3 hrs + cost of test; Saturday/Sunday \$300+ cost of test	
Variations: (f any)	**** Call out only when employer must conduct a drug test under 49 CFR Part 382.303 Call out for conditions meeting 49 CFR Part 382.307	
Start up:	January 1, 2016 to December 31, 2016 with an option to extend the contract for an additional year	
Will you extend your prices to local government entities within the County	Yes	
Bid specifications sent to:	Quest Diagnostics Employers Choice Screening DTS LLC dba Dynamic Testing Service Pharmatech, Inc. DSI Medical Services, Inc. Nationwide Testing	TruDiligence Noble Medical, Inc. Norchem Labs Prevention Specialists, Inc. Ambassador Medical Services Western Reporting
Based upon the bids received, I recommend Ambassador Medical Services, Inc., be awarded the contract as the lowest responsive, responsible bidder.		
	Sincerely,	
	Peter Mercanti	
	Purchasing Director	

**RESOLUTION APPOINTING A MEMBER TO THE
GLOUCESTER COUNTY IMPROVEMENT AUTHORITY**

A-9

WHEREAS, there exists in the County of Gloucester the Gloucester County Improvement Authority; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester desires to appoint one individual to serve a five-year term.

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

1. **PAUL LENKOWSKI** be and is hereby appointed to a five-year term on the Gloucester County Improvement Authority, said term to commence on February 2, 2016 and terminate on February 1, 2021.
2. Said appointment is subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical laws, rules, regulations, and requirements.
3. This resolution shall take effect immediately.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 3, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

A-10

RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEALS

WHEREAS, the Plaintiff, Gordon Washington MAB Associates, LLC. V. Washington Township, Docket Numbers 8471-2014, 5259-2015, represented by Jeffrey M. Pypcznski, Esquire filed state tax appeals contesting the assessment on the subject property known as Block 117, Lot 1.04; and the Plaintiff, MCB, LLC. v. Woolwich, Docket Numbers 16057-2013, 8956-2014, 3364-2015, represented by Jeffrey M. Gradone, Esquire, filed state tax appeals contesting the assessment on the subject property known as Block 5, Lot 7.02; and the Plaintiff, SCP 2001A CSF 43, LLC/CVS v. Woodbury, Docket Numbers 003194-2014, 003590-2015, represented by Bruce Stavitsky, Esquire filed state tax appeals contesting the assessment on the subject properties known as Block 122, Lot 7; and the Plaintiff, Centro Bradley Cross Keys Commons, LLC, et al. v. Washington Township, Docket Numbers 09313-2013, 008699-2014, 005241-2015 represented by Bruce Stavitsky, Esquire filed state tax appeals contesting the assessment on the subject property known as Block 115.01, Lot 23; the Plaintiff, JMJ Warehouse Associates v. Woolwich, Docket Numbers 008299-2012, 004601-2013, 003478-2014, 002707-2015 represented by Michael A. Vespasiano, Esquire filed state tax appeals contesting the assessment on the subject property known as Block 5, Lot 7.01; 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 117, Lot 1.04, Gordon Washington MAB Associates v. Washington Twp.:

Tax Year	Original Assessment	Requested Tax Court Judgment
2014	\$13,394,800	WITHDRAW
2015	\$13,394,800	\$11,700,000
2016	\$13,394,800	\$11,000,000

Block 5, Lot 7.02, MCB, LLC. V. Woolwich:

Tax Year	Original Assessment	Requested Tax Court Judgment
2013	\$4,397,200	WITHDRAW
2014	\$3,415,000	WITHDRAW
2015	\$3,415,000	\$3,000,000
2016	\$3,415,000	\$2,900,000

Block 122, Lot 7, SCP 2001A CSF 43, LLC/CVS v. Woodbury:

Tax Year	Original Assessment	Requested Tax Court Judgment
2013	\$5,200,000	WITHDRAW
2014	\$5,200,000	\$4,100,000
2015	\$5,200,000	\$4,000,000

Block 115.01, Lot 23, Centro Bradley Crosskeys Commons, LLC. et al. v. Washington Township:

Tax Year	Original Assessment	Requested Tax Court Judgment
2013	\$21,864,200	WITHDRAW
2014	\$21,864,200	WITHDRAW
2015	\$21,864,200	\$20,250,000
2016	\$21,864,200	\$20,140,000

Block 5, Lot 7.01, JMJ Warehouse Associates v. Woolwich:

Tax Year	Original Assessment	Requested Tax Court Judgment
2012	\$6,304,500	WITHDRAW
2013	\$6,304,500	\$6,000,000
2014	\$6,304,500	\$5,700,000
2015	\$6,304,500	\$5,700,000

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, February 3, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER
ADMINISTRATOR/CLERK OF THE BOARD

A-10

OFFICE OF COUNTY COUNSEL - COUNTY OF GLOUCESTER

Eric M. Campo, Esquire

Assistant County Counsel

Attorney Identification No.: 026721998

1200 North Delsea Drive – Building A

Clayton, New Jersey 08312

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

SCP 2001A CSF 43, LLC/CVS,

Plaintiff,

v.

WOODBURY CITY,

Deptford.

TAX COURT OF NEW JERSEY
COUNTY OF GLOUCESTER

Docket Nos.: 003194-2014
003590-2015

Civil Action

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

STIPULATION OF SETTLEMENT

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

Block 122	Lot 7	Unit Qualifier
Street Address 23 E. Red Bank Avenue		Year 2014

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	\$ 637,500	N/A	WITHDRAW
Improvements	\$4,562,500		
Total	\$5,200,000		

Block 112	Lot 7	Unit Qualifier
Street Address 23 E. Red Bank Avenue		Year 2015

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	\$ 637,500	N/A	\$ 637,500
Improvements	\$4,562,500		\$3,462,500
Total	\$5,200,000		\$4,100,000

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

Block 122	Lot 7	Unit Qualifier
Street Address 23 E. Red Bank Avenue		Year 2016

	ORIGINAL ASSESSMENT	2016 ASSESSMENT
Land	\$ 637,500	\$ 637,500
Improvements	\$4,562,500	\$3,362,500
Total	\$5,200,000	\$4,000,000

3. The provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall not apply.
4. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the Stipulation. The Office of Assessment has been consulted by the attorney for the Office of Assessment with respect to this settlement and has concurred.
5. This agreement shall apply to any assignee, tenant and successor in interest of the subject property.
6. Plaintiff shall not file an appeal for tax year 2016 for the subject property except to enforce this settlement.

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

STAVITSKY & ASSOCIATES, LLC

Dated: _____

BRUCE J. STAVITSKY, ESQUIRE
Attorney for Plaintiff

COUNTY OF GLOUCESTER

Dated: _____

ERIC M. CAMPO, ESQUIRE
Attorney for Office of Assessment

Dated: _____

ROBYN GLOCKER-HAMMOND, CTA
County Tax Assessor

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

Block 115.01	Lot 23	Unit Qualifier	
Street Address 3501 Route 42		Year 2013	
	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	\$ 1,602,500	N/A	WITHDRAW
Improvements	\$20,261,700		
Total	\$21,864,200		

Block 115.01	Lot 23	Unit Qualifier	
Street Address 3501 Route 42		Year 2014	
	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	\$ 1,602,500	N/A	WITHDRAW
Improvements	\$20,261,700		
Total	\$21,864,200		

Block 115.01	Lot 23	Unit Qualifier	
Street Address 3501 Route 42		Year 2015	
	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	\$ 1,602,500	N/A	\$ 1,602,500
Improvements	\$20,261,700		\$18,647,500
Total	\$21,864,200		\$20,250,000

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

Block 115.01	Lot 23	Unit Qualifier
Street Address 3501 Route 42		Year 2016

	<u>ORIGINAL ASSESSMENT</u>	<u>2016 ASSESSMENT</u>
Land	\$ 1,602,500	\$ 1,602,500
Improvements	\$ 20,261,700	\$18,537,500
Total	\$21,864,200	\$20,140,000

3. The provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall not apply.
4. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the Stipulation. The Office of Assessment has been consulted by the attorney for the Office of Assessment with respect to this settlement and has concurred.
5. This agreement shall apply to any assignee, tenant and successor in interest of the subject property.
6. Plaintiff shall not file an appeal for tax year 2016 for the subject property except to enforce this settlement.
7. Any Counterclaims filed on behalf of Defendant be and are herein withdrawn.
8. Based upon the foregoing, the undersigned represent to the Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.
9. Taxpayer waives interest that may otherwise be payable pursuant to N.J.S.A. 54:3-27.2 and agrees to accept credits against future property taxes in lieu of any refund.

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

STAVITSKY & ASSOCIATES, LLC

Dated: _____

BRUCE J. STAVITSKY, ESQUIRE
Attorney for Plaintiff

COUNTY OF GLOUCESTER

Dated: _____

ERIC M. CAMPO, ESQUIRE
Attorney for Office of Assessment

Dated: _____

ROBYN GLOCKER-HAMMOND, CTA
County Tax Assessor

OFFICE OF COUNTY COUNSEL - COUNTY OF GLOUCESTER

Eric M. Campo, Esquire

Assistant County Counsel

Attorney Identification No.: 026721998

1200 North Delsea Drive – Building A

Clayton, New Jersey 08312

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

 GORDON WASHINGTON MAB ASSOCIATES, :
 LLC, :
 :
 Plaintiff, :
 :
 v. :
 :
 WASHINGTON TOWNSHIP, :
 :
 Defendant. :

TAX COURT OF NEW JERSEY
 COUNTY OF GLOUCESTER

Docket Nos.: 008471-2014
 005259-2015

Civil Action

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

STIPULATION OF SETTLEMENT

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

Block 117	Lot 1.04	Unit Qualifier
Street Address 405 Hurffville-Cross Keys Road		Year 2014

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	\$ <u>488,500</u>	N/A	WITHDRAW
Improvements	\$ <u>12,906,300</u>		
Total	\$ <u>13,394,800</u>		

Block 117	Lot 1.04	Unit Qualifier
Street Address 405 Hurffville-Cross Keys Road		Year 2015

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	\$ 488,500		\$ 488,500
Improvements	\$12,906,300		\$11,211,500
Total	\$13,394,800		\$11,700,000

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

Block 117	Lot 1.04	Unit Qualifier
Street Address 405 Hurffville-Cross Keys Road		Year 2016

	<u>ORIGINAL ASSESSMENT</u>	<u>2016 ASSESSMENT</u>
Land	\$ 488,500	\$ 488,500
Improvements	\$12,906,300	\$10,511,500
Total	\$13,394,800	\$11,000,000

3. The provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall not apply.
4. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the Stipulation. The Office of Assessment has been consulted by the attorney for the Office of Assessment with respect to this settlement and has concurred.
5. This agreement shall apply to any assignee, tenant and successor in interest of the subject property.
6. Plaintiff shall not file an appeal for tax year 2016 for the subject property except to enforce this settlement.
7. Any Counterclaims filed on behalf of Defendant be and are herein withdrawn.

8. Based upon the foregoing, the undersigned represent to the Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.
9. Taxpayer waives interest that may otherwise be payable pursuant to N.J.S.A. 54:3-27.2 and agrees to accept credits against future property taxes in lieu of any refund.
10. All the terms of this Stipulation of Settlement not contained within the Judgment shall survive entry of Judgment.

PORZIO, BROOMBERG & NEWMAN, P.C.

Dated: _____

JEFFREY M. PYPCZNSKI, ESQUIRE
Attorney for Plaintiff

COUNTY OF GLOUCESTER

Dated: _____

ERIC M. CAMPO, ESQUIRE
Attorney for Office of Assessment

Dated: _____

ROBYN GLOCKER-HAMMOND, CTA
County Tax Assessor

OFFICE OF COUNTY COUNSEL - COUNTY OF GLOUCESTER

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

JMJ WAREHOUSE ASSOCIATES	:	TAX COURT OF NEW JERSEY
	:	COUNTY OF GLOUCESTER
Plaintiff,	:	Docket No.: 008299-2012
	:	004601-2013
v.	:	003478-2014
	:	002707-2015
WOOLWICH TOWNSHIP,	:	<i>Civic Action</i>
Defendant.	:	Honorable Patrick DeAlmeida, P.J.T.C.
	:	
	:	STIPULATION OF SETTLEMENT
	:	<i>(Local Property Tax)</i>

1. It is stipulated and agreed that the assessment of the following property be adjusted and a judgment entered as follows:

Block 5	Lot 7.01	Unit Qualifier
Street Address 52 Locke Avenue		Year 2012

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	<u>\$460,300</u>	N/A	WITHDRAW
Improvements	<u>\$5,844,200</u>		
Total	<u>\$6,304,500</u>		

Block 5	Lot 7.01	Unit Qualifier
Street Address 52 Locke Avenue		Year 2013

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	\$ 460,300	N/A	\$ 460,300
Improvements	\$ 5,844,200		\$ 5,539,700
Total	\$ 6,304,500		\$ 6,000,000

Block 5	Lot 7.01	Unit Qualifier
Street Address 52 Locke Avenue		Year 2014

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	\$ 460,300	N/A	\$ 460,300
Improvements	\$ 5,844,200		\$ 5,239,700
Total	\$ 6,304,500		\$ 5,700,000

Block 5	Lot 7.01	Unit Qualifier
Street Address 52 Locke Avenue		Year 2015

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	\$ 460,300	N/A	\$ 460,300
Improvements	\$ 5,844,200		\$ 5,239,700
Total	\$ 6,304,500		\$ 5,700,000

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

LAW OFFICES OF MICHAEL A. VESPASIANO

Dated: _____

MICHAEL A. VESPASIANO, ESQUIRE
Attorney for Plaintiff

COUNTY OF GLOUCESTER

Dated: _____

ERIC M. CAMPO, ESQUIRE
Attorney for Office of Assessment

Dated: _____

ROBYN GLOCKER-HAMMOND, CTA
County Tax Assessor

OFFICE OF COUNTY COUNSEL - COUNTY OF GLOUCESTER

Eric M. Campo, Esquire

Assistant County Counsel

Attorney Identification No.: 026721998

1200 North Delsea Drive – Building A

Clayton, New Jersey 08312

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

MCB, LLC,

Plaintiff,

v.

WOOLWICH TOWNSHIP,

Defendant.

TAX COURT OF NEW JERSEY
COUNTY OF GLOUCESTER

Docket No.: 016057-2013
008956-2014
003364-2015

Civil Action

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

STIPULATION OF SETTLEMENT
(Local Property Tax)

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

Block 5	Lot 7.02	Unit Qualifier C100
Street Address 121 High Hill Road		Year 2013

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	\$ 347,900	N/A	Withdraw
Improvements	\$ 4,049,300		
Total	\$ 4,397,200		

Block 5	Lot 7.02	Unit Qualifier C100
Street Address 121 High Hill Road		Year 2014

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	\$ 347,900	N/A	Withdraw
Improvements	\$ 3,067,100		
Total	\$ 3,415,000		

Block 5	Lot 7.02	Unit Qualifier C0001
Street Address 121 High Hill Road		Year 2015

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	\$ 347,900	N/A	\$ 347,900
Improvements	\$ 3,067,100		\$ 2,652,100
Total	\$ 3,415,000		\$ 3,000,000

2. The provisions of *N.J.S.A. 54:51A-8* (Freeze Act) shall not apply.
3. 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 5	Lot 7.02	Unit Qualifier C0001
Street Address 121 High Hill Road		Year 2016

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	\$ 347,900	N/A	\$ 347,900
Improvements	\$ 3,067,100		\$ 2,552,100
Total	\$ 3,415,000		\$ 2,900,000

4. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the Stipulation. The Office of Assessment has been consulted by the attorney for the Office of Assessment with respect to this settlement and has concurred.
5. This agreement shall apply to any assignee, tenant and successor in interest of the subject property.
6. No party shall file an appeal for the tax year 2016 for the subject property except to enforce this settlement. The parties agree that there has been no change in value or municipal wide revaluation or reassessment adopted for the tax years 2017 and 2018, 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 any 2016 judgment pursuant to 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).
7. 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.
8. All the terms of this Stipulation of Settlement not contained within the Judgment shall survive entry of Judgment.
9. As part of this Stipulation of Settlement, the Correction of Errors appeal filed under Docket No. 018675-2013 will be withdrawn.

ARCHER & GREINER, P.C.

Dated: _____

ALEX PAUL GENATO, ESQUIRE
Attorney for Plaintiff

COUNTY OF GLOUCESTER

Dated: _____

ERIC M. CAMPO, ESQUIRE
Attorney for Office of Assessment

Dated: _____

ROBYN GLOCKER-HAMMOND, CTA
County Tax Assessor

Municipality	Year	Block	Lot	Assmt	Reduction	Difference
Washington		117	1.04			
	2014			\$13,394,800	\$0	\$0
	2015	\$13,394,800	\$11,700,000	\$1,694,800		
		115.01	23			
	2013			\$21,864,200	\$0	\$0
	2014			\$21,864,200	\$0	\$0
2015	\$21,864,200			\$20,250,000	\$1,614,200	
Woodbury		122	7			
	2013			\$5,200,000	\$0	\$0
	2014			\$5,200,000	\$4,100,000	\$1,100,000
	2015			\$5,200,000	\$4,100,000	\$1,100,000
Woolwich		5	7.02			
	2013			\$4,397,200	\$0	\$0
	2014			\$3,415,000	\$0	\$0
	2015	\$3,415,000	\$3,000,000	\$415,000		
		5	7.01			
	2012			\$6,304,500	\$0	\$0
	2013			\$6,304,500	\$6,000,000	\$304,500
	2014			\$6,304,500	\$5,700,000	\$604,500
2015	\$6,304,500			\$5,700,000	\$604,500	

NOTE: 0 = withdraw

General Tax Rates used - no fire district rate

County Taxes Overall Taxes

\$0
\$11,660 \$56,759

\$0
\$0
\$11,106 \$54,060

\$0
\$7,392
\$7,568 \$48,169
\$48,939

\$0
\$0
\$3,092 \$0
\$14,728

\$0
\$2,016
\$4,099
\$4,504 \$0
\$9,866
\$20,384
\$21,454

B-1

RESOLUTION AUTHORIZING AWARD OF CONTRACT TO FLEET ANALYTICS, LLC, FROM FEBRUARY 3, 2016 TO FEBRUARY 2, 2017, IN AN AMOUNT NOT TO EXCEED \$33,000.00

WHEREAS, the County, after due notice and advertisement, received sealed bids for the purchase of Verizon Network Fleet Web Based GPS Software; and

WHEREAS, after following proper public bidding procedure, it was determined that Fleet Analytics, LLC, with offices at 7630 Stratton Pointe, Suwanee, GA 30024 was the lowest responsive and responsible bidder to perform said services, for a contract amount not to exceed \$33,000.00, from February 3, 2016 to February 2, 2017, as more specifically described in the bid specifications PD-016-002; and

WHEREAS, bids were publicly received and opened on January 6, 2016; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time as this is an open-ended contract and prior to any purchase being made and/or services being rendered pursuant to the within contract, a Certificate of Availability must be obtained from the Purchasing Agent of the County of Gloucester certifying that sufficient monies are available at that time for that particular service, identifying the line item from the County Budget out of which said funds will be paid.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract with Fleet Analytics, LLC, for the purchase of GPS devices, connector and power cabling, software and support at a \$180.00 / month unit cost, in an amount not to exceed \$33,000.00, from February 3, 2016 to February 2, 2017; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, February 3, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

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

B-1

**CONTRACT BETWEEN
FLEET ANALYTICS, LLC
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 3rd day of **February, 2016**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **FLEET ANALYTICS, LLC**, of 7630 Stratton Pointe, Suwanee, Georgia 30024, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, the County, after due notice and advertisement, received sealed bids for the purchase of GPS Devices, connector and power cabling, software and support at a \$180.00 / month unit cost; 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, for a term of one year, from February 3, 2016 to February 2, 2017.

2. **COMPENSATION.** Vendor shall be compensated in an amount not to exceed \$33,000.00, as per PD-016-002.

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-016-002, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Vendor.

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 reasonable 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 defects in products purchased pursuant to this agreement or the negligence of any acts or omissions, of any of its officers, directors, employees, agents, servants or independent contractors in the performance of this agreement, 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. **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.

11. **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.

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

13. **PARTIAL INVALIDITY.** In the event that any 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.

14. **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.

15. 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.

16. 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.

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

18. 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-016-002, 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 3rd day of February, 2016.

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:

FLEET ANALYTICS, LLC

By:
Title:

B-1

		PD 076-002							
		Bid Opening 07/06/16 10:00am							
<p>SPECIFICATIONS AND PROPOSAL FORM FOR THE PURCHASE OF VERIZON NETWORK FLEET WEB BASED GPS SOFTWARE (OR APPROVED EQUAL) FOR THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITH THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-07-GC & 16GLCP</p>									
<p>VENDOR:</p>									
		Fleet Solutions LLC DBA		RMJ Technologies TX, Inc.		Fleet Analytics LLC		Networkfleet, Inc. (NWF)	
		USA Fleet Solutions		970 Los Vallecitos #202		7630 Stratton Pt		6363 Greenwich Drive	
		169 Cadillac Place		San Marcos, CA 92069		Suwanee, GA 30024		Suite 200	
		Reno, Nevada 89509		Jerome Toliver, CEO		Gary Page, President/CEO		San Diego, CA 92122	
		Norma Havens, Co. National Sales Manager		877-273-0333 x 1006		770-329-0847		Shane Scoville, Vice President	
		775-525-2424		760-295-4258 Fax		678-947-5408 Fax		858-450-3425	
		775-525-2423 Fax						858-450-3426 Fax	
<p>ITEM DESCRIPTION</p>									
1	1-50 Units	139.95 + 23.95 Monthly	160.00 One time + 19.00 Monthly	0 upfront cost - 180.00 all inclusive		One time Hardware Purchase-\$100.00-\$125.00 Unit * Monthly Recurring Service Fee \$19.00/unit			
2	51-100 Units	139.95 + 23.95 Monthly	160.00 One time + 19.00 Monthly	0 upfront cost - 180.00 all inclusive		One time Hardware Purchase-\$100.00-\$125.00 Unit * Monthly Recurring Service Fee \$19.00/unit			
3	101-150 Units	139.95 + 23.95 Monthly	160.00 One time + 19.00 Monthly	0 upfront cost - 180.00 all inclusive		One time Hardware Purchase-\$100.00-\$125.00 Unit * Monthly Recurring Service Fee \$19.00/unit			
4	151-200 Units	139.95 + 23.95 Monthly	160.00 One time + 19.00 Monthly	0 upfront cost - 180.00 all inclusive		One time Hardware Purchase-\$100.00-\$125.00 Unit * Monthly Recurring Service Fee \$19.00/unit			
		<p>Variations: (if any)</p> <p>1. Our price includes the GPS box with internal antenna and with the Y Harness we recommend and that is NOT the easy temper Quick Connect harness.</p> <p>2. \$15.00 per sensor optional</p>		None		None		<p>The following items comprise the Hardware items priced above: 5500N3VD GPS Diagnostics device (\$90.00 per device) and a harness. *The type of harness required is dependent upon the vehicle. For those vehicles older than 1996, a Universal Harness (\$10.00 per device) is required. Any vehicle that is newer than 1996 will require a Light Duty Harness plus OBD-II Kit (5500/5200) that is priced at \$35.00 per device. A shipping fee of \$2.00 per device will be included in your order. Installation of the device can be added to your order at a cost of \$65.00 per device. All orders are subject to Networkfleet's Additional Terms and Conditions (see enclosed M)</p>	
<p>This is a one (1) year contract.</p>									
		Will you extend your prices to local government entities within the County		Yes		Yes		Yes	
<p>Bid specifications sent to:</p>									
		Eagle Wireless		Navigator E.Republic Tools					
		Transfinder Corporation		Starchase					
		Prime Vendor, Inc.		En Pointe Technologies					
		MotionLink		Car Ertex					
		RMJ Technologies							
<p>Based upon the bids received, I recommend Fleet Analytics, LLC be awarded the contract as the lowest responsive, responsible bidder.</p>									
		Sincerely,							
		Peter Mercant		Purchasing Director					

B-2

RESOLUTION AUTHORIZING AWARD OF CONTRACT TO THE RED UNIFORM TAILOR, INC., FROM FEBRUARY 3, 2016 TO FEBRUARY 2, 2019, IN AN AMOUNT NOT TO EXCEED \$200,000.00 PER YEAR

WHEREAS, the County, after due notice and advertisement, received sealed bids for the supply and delivery of the uniform components for the Gloucester County Departments of Emergency Response; and

WHEREAS, after following proper public bidding procedure, it was determined that The Red Uniform Tailor, with offices at 475 Oberlin Avenue South, Lakewood, New Jersey 08701 was the lowest responsive and responsible bidder to perform said services, for a contract amount not to exceed \$200,000.00 per year, from February 3, 2016 to February 2, 2019, as more specifically described in the bid specifications PD-016-004; and

WHEREAS, bids were publicly received and opened on January 6, 2016; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time as this is an open-ended contract and prior to any purchase being made and/or services being rendered pursuant to the within contract, a Certificate of Availability must be obtained from the Purchasing Agent of the County of Gloucester certifying that sufficient monies are available at that time for that particular service, identifying the line item from the County Budget out of which said funds will be paid.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract with The Red Uniform Tailor, for the supply and delivery of the uniform components for the Gloucester County Departments of Emergency Response, in an amount not to exceed \$200,000.00 per year, from February 3, 2016 to February 2, 2019; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, February 3, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

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

B-2

**CONTRACT BETWEEN
THE RED UNIFORM TAILOR
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 3rd day of **February, 2016**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **THE RED UNIFORM TAILOR**, of 475 Oberlin Avenue South, Lakewood, New Jersey 08701, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, the County, after due notice and advertisement, received sealed bids for the supply and delivery of uniform components for the Gloucester County Departments of Emergency Response; 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, for a term of one year, from February 3, 2016 to February 2, 2017.

2. **COMPENSATION.** Vendor shall be compensated in an amount not to exceed \$200,000.00 per year, as per PD-016-004.

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-016-004, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Vendor.

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 reasonable 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 defects in products purchased pursuant to this agreement or the negligence of any acts or omissions, of any of its officers, directors, employees, agents, servants or independent contractors in the performance of this agreement, 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. **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.

11. **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.

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

13. **PARTIAL INVALIDITY.** In the event that any 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.

14. **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.

15. **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.

16. **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.

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

18. **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-016-004, 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 3rd day of February, 2016.

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:

THE RED UNIFORM TAILOR

By:
Title:

B-2

PD 016-004
 Bid Opening 01/06/16 10:00am

SPECIFICATIONS AND PROPOSAL FORM FOR THE SUPPLY AND DELIVERY OF UNIFORM COMPONENTS FOR THE GLOUCESTER COUNTY DEPARTMENTS OF EMERGENCY RESPONSE AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC & 16GLCP

VENDOR:
 The Red Uniform Tailor
 475 Oberlin Avenue South
 Lakewood, NJ 08701
 Patricia Klein, Chief Operating Officer
 848-299-0111
 848-299-0150 Fax
 215-329-1833 Fax
 Action Uniform Co., LLC
 3164 Fire Road
 Egg Harbor Twp., NJ 08234
 Rick Zelig, President
 215-329-8000

ITEM	DESCRIPTION	MANUFACTURER AND PART NUMBER	COLOR	COST PER EACH	COST PER EACH
EMT's					
1	Short sleeve uniform shirt-Men's	Elbeco 3319N	French blue	\$54.25	\$55.00
2	Long sleeve uniform shirt-Men's	Elbeco 319N	French blue	\$57.75	\$58.00
3	Short sleeve uniform shirt-Women's	Elbeco 9319LCN	French blue	\$54.25	\$55.00
4	Long sleeve uniform shirt-Women's	Elbeco 9819LCN	French blue	\$57.75	\$58.00
5	Uniform trousers-Men's	Elbeco E5704R	Midnight navy blue	\$48.25	\$49.00
6	Uniform trousers-Women's	Elbeco E5714LC	Midnight navy blue	\$48.25	\$49.00
7	Uniform Jacket-Outer	Elbeco SH3404		\$219.90	\$175.00
8	Uniform Jacket-Inner	Elbeco SH3504		\$112.25	\$125.00
9	Uniform "Job" Shirt	Elbeco 3370	Midnight navy blue	\$68.90	\$73.00
10	Wool Cap		Black	\$3.90	\$10.00
11	Uniform Socks		Black	\$5.50	\$7.00
12	Basket weave 1 3/4 inch garrison belt		Black	\$18.90	\$17.00
	EMT's Total			\$749.85	\$731.00
PST's					
	Short sleeve uniform polo shirt-Men's	Elbeco K5138	Grey	\$41.20	\$56.00
	Long sleeve uniform polo shirt-Men's	Elbeco K5148	Grey	\$44.90	\$57.00
	Short sleeve uniform polo shirt-Women's	Elbeco K5178LC	Grey	\$41.20	\$56.00
	Long sleeve uniform polo shirt-Women's	Elbeco K5188LC	Grey	\$44.90	\$57.00
	Short sleeve uniform polo shirt-Men's	Elbeco K5131	Black	\$41.20	\$56.00
	Long sleeve uniform polo shirt-Men's	Elbeco K5141	Black	\$44.90	\$57.00
	Short sleeve uniform polo shirt-Women's	Elbeco K5171LC	Black	\$41.20	\$56.00
	Long sleeve uniform polo shirt-Women's	Elbeco K5181LC	Black	\$44.90	\$57.00
	Uniform trousers-Men's	Elbeco E5700R	Black	\$44.50	\$50.00
	Uniform trousers-Women's	Elbeco E5710LC	Black	\$44.50	\$50.00
	Uniform trousers-Men's	Elbeco E820RN	Black	\$46.00	\$50.00
	Uniform trousers-Women's	Elbeco E980LC	Black	\$46.00	\$50.00
	Uniform Jacket-Soft Shell	Elbeco SH3500		\$107.00	\$120.00
	Uniform "Job" Shirt	Elbeco 3370	Midnight navy blue	\$56.90	\$73.00
	Fleece Jacket	Port Authority F217		\$27.65	\$40.00
	Wool Cap		Black	\$3.90	\$10.00
	Uniform Socks		Black	\$5.50	\$7.00
	Basket weave 1 3/4 inch garrison belt		Black	\$18.50	\$17.00
	PST's Total			\$744.85	\$919.00
	Total EMT's and PST's			\$1,494.70	\$1,650.00
	Variations: (if any)			None	None
	Start up date				

Will you extend your prices to local government entities within the County

Yes

Yes

1/27/2016

This is a three (3) year contract.

Bid specifications sent to:

ClearRental

Elbeco

Elite Textile Trading, LLC

Prime Vendor, Inc.

Samzie's Uniforms

The Uniform House, Inc.

Based upon the bids received, I recommend

, be awarded the contract as the lowest responsive, responsible bidder.

Sincerely,

Peter Mercanti
Purchasing Director

B-3

RESOLUTION AUTHORIZING APPLICATION TO DEPARTMENT OF LAW & PUBLIC SAFETY, DIVISION OF NJ STATE POLICE AND ACCEPTANCE OF FY2015 GRANT, IN THE TOTAL AMOUNT OF \$110,000.00, FROM JULY 1, 2015 TO JUNE 30, 2016

WHEREAS, the Gloucester County Office of Emergency Management prepared a FY2015 Emergency Management Assistance Agency Grant application in accordance with the State and Federal Laws and Regulations applicable to the Department of Law & Public Safety, Division of New Jersey State Police; and

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

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

WHEREAS, the Board of Chosen Freeholders acknowledges that the amount of County grant funds to be requested is \$55,000.00, with an in-kind match of \$55,000.00, for a total amount of \$110,000.00, from July 1, 2015 to June 30, 2016; and

WHEREAS, the Gloucester County Board of Chosen Freeholders authorize Thomas Butts, Gloucester County Emergency Response Coordinator to execute any and all documents related to the FY2015 Emergency Management Agency Assistance Grant.

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

1. The Gloucester County Board of Chosen Freeholders hereby authorizes the grant application with the Department of Law & Public Safety, Division of New Jersey State Police, requesting funds for the FY2015 Emergency Management Assistance Agency Grant, in the total amount of \$110,000.00, which includes an in-kind match of \$55,000.00, from July 1, 2015 to June 30, 2016.
2. The Gloucester County 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.
3. The Gloucester County Board of Chosen Freeholders hereby authorize the acceptance of the FY2015 Emergency Management Agency Assistance Grant, FY15-EMPG-EMAA-0800.
4. The Gloucester County Board of Chosen Freeholders hereby authorize Thomas Butts, Gloucester County Emergency Response Coordinator to execute any and all documents related to the FY2016 Emergency Management Agency Assistance Grant.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, February 3, 2015.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

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

(Attached Documentation)

TOTAL PROGRAM BUDGET \$110.00 _____

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ 55,000 _____

TOTAL OTHER EXPENSES (b): \$ _____

TOTAL FRINGE (c): \$ _____

TOTAL PROGRAM COST (d): 55,000 _____

TOTAL GRANT FUNDING (e): \$ 55,000 _____

TOTAL COUNTY FUNDING (f): \$ 110,000 _____

DEPT. HEAD:  _____
Thomas J Butts

DATE: December 11, 2014 _____

***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: Emergency Response
Grant Title: FY15 EMAA

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	
Dennis Mc Nulty	Dty Emer Mngt	\$ 82,906	59.21%	\$ 49,088.64	\$ 55,000.00	\$ 76,994.64	\$ 131,994.64
Employee Name	Employee Title	\$ -	59.21%	\$ -	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	59.21%	\$ -	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	59.21%	\$ -	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	59.21%	\$ -	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	59.21%	\$ -	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	59.21%	\$ -	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	59.21%	\$ -	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	59.21%	\$ -	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	59.21%	\$ -	\$ -	\$ -	\$ -
		\$ 82,906		\$ 49,089	\$ 55,000	\$ 76,995	\$ 131,995
		(a)		(c)			

Other Expenses	Grant Funds	County Funds	Total OE
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -

(b)

	Grant	County	Total
Total Program Cost	\$ 55,000.00	\$ 76,995	\$ 131,994.64
	(e)	(f)	(d)

Grant Funding History

	New	15-XXX	14-XXX	13-XXX	12-XXX
S&W, Fringe	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00
OE	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00

**2015 Gloucester County Budget
Other Expense Request Explanations
2015 Budget**

The purpose of this grant is to help Gloucester County abilities to enhance and sustaining all-hazard emergency management.

001-10101 – Salaries \$55,000.00

Department Emergency Response

Form C-2
Department Code _____
Submission Date _____
Revision Date _____



State of New Jersey
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF STATE POLICE
POST OFFICE BOX 7068
WEST TRENTON, NJ 08628-0068
(609) 882-2000

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

JOHN J. HOFFMAN
Acting Attorney General

COLONEL JOSEPH R. FUENTES
Superintendent

November 30, 2015

J. Thomas Butts
Gloucester County OEM
1200 North Delsea Drive
Clayton, NJ 08312

RE: Emergency Management Agency Assistance (EMAA) Eligibility for Fiscal Year (FY) 2015

Dear Mr. Butts:

It has been determined that the County of Gloucester is eligible to submit a Subaward Application for up to \$55,000.00 of the FY2015 EMAA funding for the Performance Period of July 1, 2015 through June 30, 2016.

The completed application shall be submitted to the New Jersey Office of Emergency Management (NJOEM) Emergency Response Bureau via the NJEMGrants online system. Upon completion of the Performance Period, approved Workplan activities, and Expenditure Certification, reimbursement will be made to the County by the State.

The County is responsible for the required 50% (dollar-for-dollar) match, either cash or in-kind, to the federal portion of the award. The source of the match, and the match amount, must be documented in the application and on the required reimbursement forms.

If you have any questions or concerns, please contact Captain P. Gorman at (609) 963-6900 X6980.

Sincerely,

Patrick Gorman, Captain
Bureau Chief
Emergency Response Bureau



"An Internationally Accredited Agency"

*New Jersey Is An Equal Opportunity Employer
Printed on Recycled Paper and Recyclable*





BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

November 25, 2015

New Jersey Office of Emergency Management
ATTN: Capt. Robert Little
P.O. Box 7068
River Road
West Trenton, New Jersey 08628

FREEHOLDER DIRECTOR
Robert M. Damminger

FREEHOLDER LIAISON
Giuseppe (Joe) Chila

RE: FY 2015 EMAA

The Authorizing Official of Gloucester County certifies:

NAME: Thomas J. Butts

TITLE: Emergency Response Coordinator

Thomas J. Butts

whose specimen signature appears on the above line, to authenticate and certify claims for payment and other related documentation and schedules under the provisions of the attached agreement of FY 2015 EMAA awarded to the [YOUR COUNTY/MUNICIPALITY] Office of Emergency Management.

Robert Damminger, Freeholder Director

DEPARTMENT OF
EMERGENCY RESPONSE

EMERGENCY RESPONSE
COORDINATOR
J. Thomas Butts

1200 N. Delsea Drive
Clayton, NJ 08312

Phone 856.307.7100
Fax 856.863.5839

www.co.gloucester.nj.us
tbutts@co.gloucester.nj.us

New Jersey Relay Service-711
Or Toll Free 1-800-852-7897

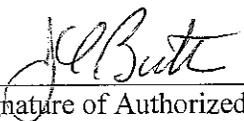
APPLICATION AUTHORIZATION (COUNTY)

I certify that the information in this application is true and correct, the application has been authorized by the governing body of the applicant or other authorized party, and the applicant will comply with all Conditions and Assurances associated with this program.

The undersigned gives authorization to submit the application to the State of New Jersey, Division of State Police, Office of Emergency Management for the following subaward project:

Emergency Management Performance Grant – Emergency Management Agency Assistance Subaward Program

at an estimated project total of \$110,000.00 which includes \$55,000.00 in federal funding and \$55,000.00 cash or in-kind match.



(Signature of Authorized Official)

Dec. 4, 2015
(Date)

Thomas Buets, Emergency Mgmt
(Print Name and Title) , Coordinator

County of Gloucester
(Name of Unit of Government)

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 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 (0348-0040), Washington, DC 20503.

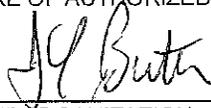
**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET.
SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. 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.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. 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 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in 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.); (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, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Emergency Management Coordinator
APPLICANT ORGANIZATION County of Gloucester	DATE SUBMITTED December 2, 2015

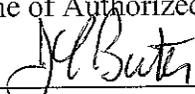
STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF STATE POLICE
OFFICE OF EMERGENCY MANAGEMENT
FY15 EMERGENCY MANAGEMENT AGENCY ASSISTANCE PROGRAM

Certification of Local Agencies within the County

I acknowledge that the following municipalities within [County Name] are eligible applicants for the FY15 EMMA subaward and are therefore subject to County Workplan Item #10:

[List all eligible municipal applicants within the county]

Deptford Township
Glassboro
Washington Township

Thomas J Butts
Name of Authorized Representative

Signature of Authorized Representative

Emergency Management Coordinator
Title of Authorized Representative
Dec. 4, 2015
Date

DEBARMENT AND SUSPENSION CERTIFICATION

Subrecipient: County of Gloucester
Subaward Number: FY15-EMP6-EMAA-0800

Federal law requires that a state or agency receiving federal funds does not award them to entities that have been excluded or disqualified from participating in federal contracts or grants. Accordingly, the State of New Jersey, Department of Law & Public Safety, Consolidated Grants Management Office requires that all subrecipients certify that they are not excluded from receiving federal funds. Please have your Project Director or designee complete this certification and return it with your completed award package. Packages received without a completed certification will be considered incomplete.

Proof of eligibility for federal funds must be attached. You may access and search your agency through the Federal System For Award Management (SAM) website at: <https://www.sam.gov/>

The prospective lower tier participant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving federal funds by any federal department or agency.

Printed Name of Project Director or designee: Thomas J. Butts
Title: Emergency Management Coordinator
Signature: JTB
Date: Dec. 4, 2015

**STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF STATE POLICE
OFFICE OF EMERGENCY MANAGEMENT
FY15 EMERGENCY MANAGEMENT AGENCY ASSISTANCE GRANT PROGRAM**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Lower Tier Covered Transactions (Subrecipients)

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Certification Regarding Lobbying

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal. The subrecipient certifies, to the best of its knowledge and belief, that

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or 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 subawards, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

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

Certification Regarding a Drug-Free Workplace (Grantees Other Than Individuals)

All recipients must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 29 CFR 3001. 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
 - i. The dangers of drug abuse in the workplace;
 - ii. The grantee's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - i. Abide by the terms of the statement; and
 - ii. 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 a 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 or convicted employees must provide notice, including position title, to:

Notice shall include the identification number(s) of each affected grant.

- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted.
 - i. 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
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approve 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).

Place of Performance for the site(s) for the work done in connection with the specific grant. (Street address, city, county, State, zip code).

1200 North Delsea Drive

Clayton, NJ 08312

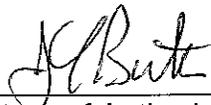
Pursuant to 2 CFR Part 200, the undersigned shall require that the language of this certification be included in the award documents for all sub-awards (including sub-grants, contracts under grants, cooperative agreements, and sub-contracts) and that all sub-recipients shall certify and disclose accordingly.

Certification

As the duly authorized representative of the Subrecipient, I hereby certify that the Subrecipient will comply with the above-referenced requirements in accordance with the FY2015 Emergency Management Agency Assistance Grant Program.

County of Gloucester
Subrecipient Agency

FY15-EMPG-EMAA-0800
Subaward Number



Signature of Authorized Official

Emergency Management Coordinator
Title of Authorized Official

Thomas J. Butts
Printed Name of Authorized Official

Dec - 4, 2015
Date



Log into SAM

Status During Registration

Getting Started

Draft

Work in Progress

Submitted

Active

Inactive / Expired

Additional Resources

What If My Entity Fails Registration?

Federal Service Desk

How to Check Your Registration Status

Find Your Registration in SAM

SAM Status Tracker

Check registration status by typing in a DUNS number.

DUNS Number Plus 4 (Optional) Search

Or, check registration status by typing in a (N)CAGE Code.

(N)CAGE Code Search

GLOUCESTER, COUNTY OF

Status: Active

Your registration was activated on May 26, 2015. It expires on May 25, 2016 which is one year after you submitted it for processing.



Core Data	Assertions	Reps & Certs	POCs	Submit	Processing	Active
Completed	Completed	Completed	Completed	Completed	Completed	Completed

Check Your Registration Status in SAM

You can quickly check your registration status in SAM by entering your DUNS number or (N)CAGE Code. The SAM Status Tracker will show you the current status of the entity associated with that DUNS number or (N)CAGE Code, as well as tell you what steps you have left to complete based on why you are registering.

The SAM Status Tracker uses seven circles to represent the registration process: Core Data, Assertions, Reps & Certs, POCs, Submit, Processing, and Active. Visual indicators in the circles, text underneath the circles, a status message in bold above the circles and user messaging combine to give the registration status.

You will only see results for publicly searchable registration records. Federal government users must log into SAM to search for non-public records.

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STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF STATE POLICE
OFFICE OF EMERGENCY MANAGEMENT
FY15 EMERGENCY MANAGEMENT AGENCY ASSISTANCE GRANT PROGRAM
AWARD CONDITIONS

STATE CONDITIONS

Compliance with State and Federal Laws

1. The Subrecipient agrees to comply with all requirements imposed by the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the New Jersey Department of Law and Public Safety (Department), and the New Jersey Division of State Police (DSP), Office of Emergency Management (OEM) concerning all federal, state, and 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 Subrecipient is engaged in the performance of this grant. Failure to comply with these laws, rules, regulations, and State Department of Treasury, Circular Letters (State Circulars) will be grounds for termination of this subaward.
2. The Subrecipient 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.
3. The Subrecipient 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.
4. The Subrecipient shall adopt procedures to respond to discrimination complaints, including those filed directly with the Subrecipient, from its employees and clients, customers, and program participants. These procedures shall be in accordance with the Department of Law and Public Safety's Federal Civil Rights Compliance Policy for Addressing Civil Rights Complaints. The Policy is available via the Internet at <http://www.nj.gov/lps/grants/lps-fed-discim-policy-grants.pdf>.

The Subrecipient also certifies that an Authorized Official, Project Director, or designee has completed the Department's Subrecipient Civil Rights Compliance

Training, available via the Internet at <http://www.nj.gov/lps/grants/lps-subrecipient-civil-rights-compliance.pdf>, and has included an original copy of the Training's Certificate of Completion as part of its subaward package.

Legal Authority for Application; Resolution

5. The Subrecipient 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 Subrecipient 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.

Availability of Grant Funds

6. The Subrecipient 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 of the funds appropriated by the State Legislature from State or Federal revenue or such or other funding sources as may be applicable and, in addition, if the Subrecipient's program is deemed a priority by the New Jersey Attorney General. A failure of the Department to make any payment under this agreement or to observe and perform any condition on its part to be performed under the agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the agreement by the Department or an event of default under the agreement and the Department shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from the Department beyond the duration of the award period set forth in the grant agreement and in no event shall the agreement be construed as a commitment by the Department to expend funds beyond the termination date set in the grant agreement.

Performance Period

7. The Subrecipient agrees that the work will be performed within the subaward period.

Employment

8. The Subrecipient understands and agrees that non-State employees or other persons performing services in connection with a subaward shall not be considered employees of the State of New Jersey for any purpose, including but not limited to, defense and indemnification for liability claims, workers compensation or unemployment.

Indemnification

9. The Subrecipient agrees that it shall be solely responsible for and shall defend, indemnify, keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Subrecipient's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Subrecipient's services that 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 Subrecipient's failure to provide for the safe and protection of its employees, whether or not due to negligence, fault, or default of the Subrecipient. The Subrecipient's responsibility shall also include all legal fees and costs that may arise from these actions. The Subrecipient'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.

High Risk Subrecipients

10. In addition to the federal requirements regarding High Risk status, located at 2 C.F.R. §§ 200.205 and 200.207, the Subrecipient agrees that under certain instances it may be considered "High Risk":
 - A. If the Department determines that a Subrecipient:
 1. Has a history of unsatisfactory performance.
 2. Is not financially stable.
 3. 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.
 4. Has not conformed to terms and conditions of previous awards.
 5. Is otherwise not responsible; and the Department 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 Subrecipient is considered "High Risk," then the Department may impose additional Special Conditions or restrictions on the Subrecipient at any time including:
 1. Payment on a reimbursement basis.
 2. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
 3. Requiring additional, more detailed financial reports.
 4. Additional project monitoring.
 5. Requiring the Subrecipient to obtain technical or management assistance.
 6. Establishing additional prior approvals.

- C. If the Department decides to impose such special conditions, it will notify the Subrecipient as soon as possible, in writing, of:
 1. The nature of the special conditions/restrictions.
 2. The reason(s) for imposing the special conditions.
 3. The corrective actions that must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions.
 4. The method of requesting reconsideration of the conditions/restrictions imposed.

Amendments and Extensions

11. No amendments or contract extensions to the approved budget, objectives, or program scope as outlined in the funding Application may be made without written approval by the OEM. The amendment request must be made in writing by the program director or authorized representative and must be accompanied by the revision of applicable application documents and written justification.
12. The Subrecipient shall request approval when there is reason to believe a revision or modification will be necessary for the following reasons:
 - A. Changes in the scope, objective, financial assistance, key personnel, timing of the project or program, or deviations from the approved budget.
 - B. To provide financial assistance to a third party by sub-granting, if authorized, or by another means to obtain the services of a third party to perform activities which are central to the purpose of the award.
 - C. The need for additional funding or to extend the period of availability of funds.
 - D. Adjustments between cost categories and/or shifts of funding to direct cost categories that are not part of the approved budget.
13. When requesting approval for budget revisions, the Subrecipient shall clearly show the change in cost categories.
14. The Department or OEM may request changes in the scope of services of the Subrecipient to be performed hereunder. Such changes, which are mutually agreed upon by and between the Department or OEM and the Subrecipient must be incorporated in written amendments to this grant.
15. If the Subrecipient is making program expenditures or providing grant services at a rate which, in the judgment of the OEM, will result in substantial failure to expend the grant amount or provide grant services, the OEM may so notify the Subrecipient. If, after consultation, the Subrecipient is unable to develop to the satisfaction of the OEM a plan to rectify its low level of program expenditures or grant services, the OEM may upon thirty (30) days notice to the Subrecipient, 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 Subrecipient'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 the OEM subsequent to the awarding of the grant and the funds have already been received by the Subrecipient, the reduced amount will be remitted to the OEM.

16. If the revision requested will result in a change to the Subrecipient's approved project which requires federal prior approval, the Department or OEM will obtain the federal agency's approval before approving the Subrecipient's request.

Timekeeping & Overtime

17. Subrecipient must maintain a timekeeping system which provides, at a minimum, records for all personnel charged to the grant as follows: positions, employee 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 subaward activities, the Subrecipient's employee and supervisor will sign a certification every six months verifying salary and wage charges to the project.
18. The Subrecipient agrees that overtime expenses must be directly related to approved subaward activities. Monthly overtime charges to the subaward must be reported on the Detailed Cost Statement (DCS) report. The DCS should include employee's name, daily overtime charged, and activity for which overtime expenses were incurred.
19. The Subrecipient shall include in its official grant file copies of any contract with subcontractors or vendors regarding this grant program and copies of its monthly timekeeping system records. OEM reserves the right to give final written approval of subcontract or vendor budgets reimbursed with subaward funds. The Subrecipient agrees to include in any contract with a subcontractor or vendor and make binding on both the Subrecipient and any of its subcontractors or 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 OEM.
 - c. The subcontractor or vendor must develop and 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 subaward funds must be pre-approved by OEM.

Financial Management

20. The Subrecipient agrees to give the Department, OEM, DHS, or FEMA 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 Subrecipient's operations. The OEM reserves the right to have access to all work papers produced in connection with audits made by the Subrecipient or independent certified public accountants, registered municipal accountants, or licensed public accountants hired by the Subrecipient to perform such audits.
21. The OEM reserves the right to conduct an audit regarding funds granted to the Subrecipient. As a requirement for further involvement in the programs, the Subrecipient shall cooperate with any such audit and make available permanent records.
22. The Subrecipient agrees to monitor all subawards, if applicable, for performance and fiscal integrity, including any required cash match. In addition, the Subrecipient will monitor all Subrecipients to assure that required audits are performed.
23. The Subrecipient 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 Subrecipient in accordance with the provisions of the subaward throughout the project period subject to such conditions as OEM may prescribe.
24. The Subrecipient assures that it will maintain fund accounting, auditing monitoring, and such evaluation procedures as may be necessary; that it will keep such records as the OEM shall prescribe; that it will assure fiscal control, proper management, and efficient disbursement of funds received under this grant.
25. The Subrecipient agrees to maintain an adequate financial management system in accordance with generally accepted principles of accounting. The Subrecipient 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 Subrecipient shall maintain accurate and complete disclosure of financial results of each subaward in the DCS, have procedures to determine allowable costs, and provide source documentation for financial records.
26. Payments will be made to the Subrecipient in the manner determined by the Department and after receipt by the Department of a properly executed copy of this grant.

27. Subrecipient may charge to the award only costs resulting from obligations of the funding period unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period.
28. If applicable, the Subrecipient agrees that it will deposit advances of state grants in interest bearing accounts.
29. Program Income
 - A. Program income is defined as gross income earned by the Subrecipient from grant-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights.
 - B. The Subrecipient must comply with State Circular Letter 07-05-OMB regarding interest earned of \$250 or more in a fiscal year on advances of grant funds.
 - C. Unless the grant provides otherwise, the Subrecipient shall have no obligation to the Department with respect to royalties received as a result of copyrights or patents produced under the grant.
 - D. All other program income earned during the grant period shall be retained by the Subrecipient and used in accordance with the allowable costs of the subaward.

Procurement

30. The Subrecipient agrees that it will comply with all the requirements of the State of New Jersey for State and Local financial accounting.
31. The Subrecipient 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 the Department. No rights or obligations of the Subrecipient under this subaward, in whole or part, may be assigned or subcontracted to another entity for any reason without the prior written approval of OEM and the Department. The Subrecipient may not transfer any rights or obligations under this subaward pursuant to an acquisition, affiliation, consolidation, merger or other synergy with another entity.
32. The Subrecipient 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 and agrees to conduct every procurement transaction in manner providing full and open competition pursuant to 2 C.F.R. Part 200, Subpart D, Subtitle 3, Procurement Standards (2 C.F.R. § 200.317 et seq.). Adherence to the standards contained in the applicable federal and state laws and regulations does not relieve the Subrecipient of the contractual responsibilities arising under its procurement. The Subrecipient is the responsible authority, without recourse to the

Department, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.

33. The Subrecipient 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 subaward funds to purchase food, beverages and refreshments for project activities.
34. The Subrecipient 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.
35. The Subrecipient 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 Subrecipient agrees to maintain an inventory list on all consumable supplies purchased with grant funds in the official grant file.
36. Subrecipient 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.
37. For purchase of services by State Agencies, Independent State Agencies or Legislature, the Subrecipient 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.

Problems Affecting Subrecipient Performance

38. The Subrecipient shall inform the Department of the following types of conditions which affect program objectives and performance as soon as they become known:
 - A. Problems, delays, or adverse conditions which will materially impair the ability to attain program objectives, prevent meeting time schedules and goals, or preclude the attainment of project work units or established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any assistance by L&PS required to resolve the situation.

- B. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated, at a lower than anticipated cost, or produces a greater benefit than originally planned.
39. The Department may, at its discretion, make site visits to:
- A. Review program accomplishments and management control systems.
 - B. Provide such technical assistance as may be required.
 - C. Perform fiscal reviews to ensure grant funds are being properly expended in a timely manner.
 - D. Ensure compliance with all pertinent civil rights laws and regulations.

Enforcement

40. The Subrecipient agrees that it will maintain data and information and submit timely reports, including programmatic progress and financial reports, as the Department may require. If reports are not submitted as required, the Department may, at its discretion, suspend payments on this subaward. The State of New Jersey may, at its discretion, take such action to withhold payments to the Subrecipient on this or any grant with other state agencies until the required reports have been submitted.
41. The Subrecipient must assure compliance with applicable Federal requirements and that performance goals are being achieved. Subrecipient monitoring must cover each program, function, or activity to monitor performance under grant supported activities to assure time schedules and objectives are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable.
42. If the Subrecipient 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 Subrecipient agrees that the Department 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 Subrecipient 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 Subrecipient'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.
43. In taking an enforcement action, the OEM may provide the Subrecipient an opportunity for such hearing, appeal or other administrative proceeding to which

the Subrecipient is entitled under any statute or regulation applicable to the action involved.

44. The enforcement remedies identified in this Section, including suspension and termination, do not preclude the Subrecipient from being subject to State and Federal debarment and suspension procedures.
45. When the Subrecipient has failed to comply with grant award requirements, stipulations, standards, or conditions, the Subrecipient agrees that the Department may suspend the grant and withhold further payments; prohibit the Subrecipient from incurring additional obligations of grant funds pending corrective action by the Subrecipient; or decide to terminate the grant in accordance with the below paragraph. The Department shall allow all necessary and proper costs, which the Subrecipient could not reasonably avoid during the period of suspension, provided they meet federal and state requirements.
46. The Subrecipient agrees that the Department may terminate the grant in whole or in part whenever it is determined that the Subrecipient has failed to comply with the conditions of the grant. The Department shall notify the Subrecipient in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Subrecipient or recoveries by the Department under the grant terminated for cause shall be in accord with the legal right and liability of the parties.
47. The Department and the Subrecipient 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 Subrecipient shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.
48. The Department or OEM may terminate this grant for convenience, upon 60 days written advance notice to the Subrecipient, for any reason whatsoever, including lack of funding available to the Department. Upon receipt of a notice of termination for convenience, the Subrecipient shall cease incurring additional obligations of subaward funds. However, the Department shall allow the Subrecipient to incur all necessary and proper costs which the Subrecipient cannot reasonably avoid during the termination process, as long as these costs comply with all program requirements.
49. If the subaward is terminated for the Subrecipient's failure to comply with Federal statutes, regulations, or terms and conditions of the Subaward, the Department will provide notification to the Subrecipient, including information that the decision may be considered in evaluating future applications received from the Department.

Record Retention

50. Unless otherwise directed by OEM, 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 or audit finding involving grant records started before the end of the seven year period.

Training and Travel

51. The Subrecipient agrees to submit a written request to OEM and receive written approval before expending any grant funds allocated for training or travel (other than that which had been specifically listed, described and cost figures provided for in the approved grant application). A Subrecipient's use of any grant funds for allowable travel is controlled 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 Subrecipient 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.

Work Product Publication

52. The Subrecipient agrees that the Department reserves the right to require the Subrecipient not to publish any work, which right shall not be exercised unreasonably. The Subrecipient assures that any publication by the Subrecipient shall include, on the title page, a standard disclaimer of responsibility by the Department for any opinions or conclusions contained therein.

Public Works Contractor Registration

53. The Subrecipient'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.

Bonding and Insurance

54. Bonding and insurance, as applicable, shall be provided by the Subrecipient and proof of bonding and insurance must be retained on file by the Subrecipient.

Property and Disposal

55. The Subrecipient agrees that all equipment purchased under the subaward will be tagged and properly inventoried to reflect use of federal or State funds, as applicable. The Subrecipient agrees to maintain an inventory list consistent with federal or State requirements for all equipment purchased or leased with grant funds and listing the date of delivery.
56. The Subrecipient agrees that property furnished by the Department or acquired in whole or in part with federal or State funds or whose cost was charged to a

project supported by federal or State funds shall be utilized and disposed of in a manner generally consistent with state and federal requirements.

Grant Closeout Procedures

57. The Subrecipient shall submit final expenditure and performance reports as prescribed by the Department and in the timeframes set forth in the subaward agreement upon completion of the grant period or termination of the grant.
58. The Department may permit extensions when requested in writing by the Subrecipient.
59. The Subrecipient will, together with the submission of the final report, refund to the Department any unexpended funds or unobligated (unencumbered) cash advanced, except such sums that have been otherwise authorized in writing by the Department to be retained.
60. In the event a final audit has not been performed prior to the closeout of the grant, the Department retains the right to recover any appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

FEDERAL CONDITIONS

Applicable Requirements

61. The Subrecipient will follow all applicable requirements and procedures as required by the DHS, FEMA, Emergency Management Performance Grant (EMPG) Program, Emergency Management Agency Assistance (EMAA), any Grant Program Solicitation Reference Guides, the current EMAA Administration and Funding Guidelines, and as outlined in the notification, award, and other letters sent to the Subrecipient.
62. The Subrecipient agrees to comply and assure the compliance of its contractors with the applicable provisions of the EMPG Program, including Section 662 of the Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); the Earthquake Hazards Reduction Act of 1977, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the National Flood Insurance Act of 1968, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.).

Single Audit Act

63. As required under the Federal Single Audit Act of 1984, Pub. L. 98-502, as amended, the Subrecipient agrees to comply with the organizational audit requirements of 2 C.F.R. Part 200, Subpart F, Audit Requirements (2 C.F.R. 200.500, et seq.), and the State Circular, Single Audit Policy for Recipients of

Federal Grants, State Grants and State Aid, 15-08-OMB. The Subrecipient further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from 2 C.F.R. Part 200, Subpart F audits (and any other audits of grant funds) are not satisfactorily and promptly addressed, as further described in State Circular, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments, 15-08-OMB.

Employee and Consultant Compensation

64. The Subrecipient 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>).

Employment Eligibility Form

65. 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.

Central Contractor Registration and Universal Identifier Requirements

66. The Subrecipient agrees to comply with applicable requirements of the Financial Accountability Act (FFATA) and its associated regulations, and must register with the Central Contractor Registration (CCR) and obtain a Data Universal Numbering System (DUNS) number in order to receive funds provided through this Subaward.

Reporting and Data Collection

67. The Subrecipient agrees to comply with all reporting, data collection, and evaluation requirements, as required by the DHS, FEMA, OEM, and the Department.

Quarterly Reports

68. The Subrecipient assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information, as the DSP may require. Specifically, the Subrecipient must submit to the DSP, Grants Administration Bureau, financial reports including DCS, and process reports every three months and at the end of the subaward project period. Funds will be distributed on a reimbursement basis as costs are incurred. Payments will be generated when both narrative and fiscal reports have been received by the DSP. Failure to submit reports as required may result in the forfeiture of funds for the reporting period in question. Reporting periods and due dates are as follows:

- | | | |
|----|-------------------------|----------------------|
| A. | July 1 – September 30 | Due October 10, 2016 |
| B. | October 1 – December 31 | Due January 10, 2016 |
| C. | January 1 – March 31 | Due April 10, 2016 |
| D. | April 1 – June 30 | Due July 10, 2016 |

Procurement and Sole Source Justification

69. All noncompetitive (e.g., sole source) procurements by grant and cooperative agreement recipients in excess of \$150,000.00, which is currently the Simplified Acquisition Threshold stated in the Federal Acquisition Regulations, must receive prior approval from OEM. (The simplified acquisition threshold is set by Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908, and is periodically adjusted for inflation).

In accordance with 2 C.F.R. §200.320(f), a noncompetitive procurement process may be used when a Subrecipient can document:

- A. The item or service is available only from a single source;
- B. A true public exigency or emergency exists; or
- C. After a competitive solicitation, competition is considered inadequate.

Note: If an entity is ineligible to be a direct recipient of a specific Federal award, it may not be awarded a sole source contract under that program.

70. The Subrecipient is aware that 2 C.F.R. § 200.320 creates a new procurement method for micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$3,000 (or \$2,000 in the case of acquisitions for construction subject to the Davis-Bacon Act). To the extent practicable, the Subrecipient must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Subrecipient considers the price to be reasonable. See C.F.R. § 200.67 for the definition of "Micro-purchase."

Conflict of Interest

71. The Subrecipient must disclose in writing any potential conflict of interest to DSP in accordance with applicable DHS policy pursuant to 2 C.F.R. § 200.112. The Subrecipient 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.

Hatch Act

72. The Subrecipient 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.

Relocation Assistance

73. The Subrecipient 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.

Labor and Wage Requirements

74. The Subrecipient 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.

Vehicle Operation Requirements

75. Pursuant to Executive Order 13513, Subrecipients and their contractors are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or government-owned vehicles, or while driving personally-owned vehicles when on official Government business or when performing any work for or on behalf of the Government. These efforts may include conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving and should encourage voluntary compliance with the Subrecipient's text messaging policy when off duty.
76. In accordance with Executive Order 13043, the Subrecipient is encouraged to adopt on-the-job seat belt use policies and programs for its employees when operating government-owned, company-owned, rented, or personally-owned vehicles.

Environmental and Historic Preservation

77. The Subrecipient 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.

78. The Subrecipient 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.
79. The Subrecipient agrees to assist DHS, 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 DHS and FEMA of the existence of any such properties, and by (b) complying with all requirements established by DHS and FEMA to avoid or mitigate adverse effects upon such properties.

Responsibility for Contracts

80. It is the responsibility of the Subrecipient to ensure that all subaward conditions are included in any contract made under this award.

Mandatory Disclosures

81. Pursuant to the mandatory disclosure requirements of 2 C.F.R. § 200.113, the Subrecipient must disclose in a timely manner and in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award to DSP. Subrecipients that have received a Federal Award including the term and condition outlined in 2 C.F.R. Part 200, Appendix XII–Award Term and Condition for Recipient Integrity and Performance Matters are required to report additional information regarding civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. 200.338 (Remedies for noncompliance), including suspension or debarment.

Internal Controls

82. The Subrecipient agrees to:
 - A. Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the award is managed in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and

- the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO);
- B. Comply with Federal statutes, regulations, and the terms and conditions of the awards;
 - C. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and
 - D. Take reasonable measures to safeguard protected personally identifiable information and other information DHS or DSP designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

Specific Conditions

- 83. The Subrecipient agrees that DSP is authorized to impose additional specific award conditions, as needed, in accordance with 2 C.F.R. §200.207.

FY15 EMAA Special Conditions

Assurances, Administrative Requirements and Cost Principles

- 84. Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs.
- 85. The administrative and audit requirements, and cost principles that apply to DHS award recipients originate from 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” as adopted by DHS at 2 C.F.R. Part 3002. The Subrecipient agrees to comply with 2 C.F.R. Part 200 et seq., State Circular Standard Grant Agreement Section, X. Allowable Costs, 07-05-OMB, and State Circular, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments, 15-08-OMB. The Part 200 Uniform Requirements consolidate and supersede the cost principles, administrative requirements, and audit requirements previously found in Office of Management and Budget (OMB) Circulars A-102, A-110, A-21, A-87, A-122, and A-133.

Acknowledgment of Federal Funding from DHS

- 86. All Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- 87. To assist in information sharing, the Subrecipient shall provide OEM with a copy of any publication (including those prepared for conferences and other presentations) 120 days prior to public release. Publications include any written,

visual or sound material substantively based on the project, formally prepared by the award Subrecipient for dissemination to the public. Any publications - excluding press releases and newsletters - whether published at the Subrecipient's or Department's expense, shall contain the following statement: "This project was supported by Award No. ~~FFY15-EMPG-EMPG-805~~ awarded by the United States Department of Homeland Security, Federal Emergency Management Agency. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors) and do not necessarily reflect those of the Department of Homeland Security." This statement shall appear on the first page of written publications. For audio and video publications, it shall be included immediately after the title of the publication in the audio or video file.

88. The Subrecipient shall transmit to OEM copies of all official award-related press releases at least ten (10) working days prior to public release.

Activities Conducted Abroad

89. All Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Best Practices for Collection and Use of Personally Identifiable Information (PII)

90. All Subrecipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments:
http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf
and http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.

Copyright

91. All Subrecipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

Debarment and Suspension

92. All Subrecipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.
93. The Subrecipient must comply with State Executive Order No. 34 (Byrne, March

17, 1976), and State Circular Letter regarding Debarments, Suspensions & Disqualifications, OMB 93-13-GSA.

94. The Subrecipient must inform OEM when the Subrecipient suspends or debars a contractor.

Drug-Free Workplace Regulations

95. All Subrecipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

Duplication of Benefits

96. Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E, Cost Principles, may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

False Claims Act and Program Fraud Civil Remedies

97. All Subrecipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made. Subrecipient must also comply with the requirements of the New Jersey False Claims Act, N.J.S.A. 2A: 32C-3.

Federal Debt Status

98. All Subrecipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

Fly America Act of 1974

99. All Subrecipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Hotel and Motel Fire Safety Act of 1990

100. In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

Lobbying Prohibitions

101. All Subrecipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal.

Non-Supplanting Requirement

102. Subrecipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statutes for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

Trafficking Victims Protection Act of 2000

103. All Subrecipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, Section 106(g) of the TVPA, as amended, authorizes DSP to terminate this subaward, without penalty, if the Subrecipient:

- A. Engages in severe forms of trafficking persons during the period of time that the award is in effect;
- B. Procures a commercial sex act during the period of time that the award is in effect; or
- C. Uses forced labor in the performance of the award or subawards under the award.

The full text of the award term is provided at 2 CFR § 175.15.

USA Patriot Act of 2001

104. Subrecipient must comply with the requirements of the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

Use of DHS Seal, Logo, and Flags

105. All Subrecipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

DHS Specific Acknowledgments and Assurances

106. All Subrecipients must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
- A. Subrecipients must cooperate with any compliance review or complaint investigation conducted by DHS.
 - B. Subrecipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
 - C. Subrecipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
 - D. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
 - E. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
 - F. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the subrecipient, or the subrecipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.
107. The United States has the right to seek judicial enforcement of these obligations.

Incorporation by Reference of Funding Opportunity Announcement

108. The Funding Opportunity Announcement for this program is hereby incorporated into your award agreement by reference. By accepting this award, the recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained in the Funding Opportunity Announcement.
109. The Subrecipient agrees that this award supports the work described in the recipient's proposal, which is incorporated into this award by reference. Where the terms of award and proposal differ, the terms of the award shall prevail.

Acceptance of Post Award Changes

110. In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Age Discrimination Act of 1975

111. All subrecipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Americans with Disabilities Act of 1990

112. All subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Title VI of the Civil Rights Act of 1964

113. All subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Civil Rights Act of 1968

114. All subrecipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, an sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual

apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

Limited English Proficiency (Civil Rights Act of 1964, Title VI)

115. All subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited> and additional resources on <http://www.lep.gov>.

SAFECOM

116. Subrecipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)

117. All Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Rehabilitation Act of 1973

118. All Subrecipients of must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Energy Policy and Conservation Act

119. All Subrecipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

Reporting Subawards and Executive Compensation

120. Reporting Subawards and Executive Compensation
- A. Reporting of First-Tier Subawards
1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
 2. Where and when to report.
 - a) You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - b) For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
 3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.govspecify>.
- B. Reporting Total Compensation of Recipient Executives.
1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if:
 - a) the total Federal funding authorized to date under this award is \$25,000 or more;
 - b) in the preceding fiscal year, you received:
 - (1) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

- (2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - c) The public does not have access to information about the compensation of the executives 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. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 - 2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
 - a) As part of your registration profile at <https://www.sam.gov>.
 - b) By the end of the month following the month in which this award is made, and annually thereafter.
- C. Reporting of Total Compensation of Subrecipient Executives.
 - 1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:
 - a) in the subrecipient's preceding fiscal year, the subrecipient received:
 - (1) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
 - (2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - b) The public does not have access to information about the compensation of the executives 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. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 - 2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- a) To the recipient.
 - b) By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- D. Exemptions
- 1. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
 - a) Subawards, and
 - b) The total compensation of the five most highly compensated executives of any subrecipient.
- E. Definitions. For purposes of this award term:
- 1. Entity means all of the following, as defined in 2 C.F.R. part 25:
 - a) A Governmental organization, which is a State, local government, or Indian tribe;
 - b) A foreign public entity;
 - c) A domestic or foreign nonprofit organization;
 - d) A domestic or foreign for-profit organization;
 - e) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
 - 2. Executive means officers, managing partners, or any other employees in management positions.
 - 3. Subaward:
 - a) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b) The term does not include your procurement of property and services needed to carry out the project or program.
 - c) A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
 - 4. Subrecipient means an entity that:
 - a) Receives a subaward from you (the recipient) under this award; and
 - b) Is accountable to you for the use of the Federal funds provided by the subaward.
 - 5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. 229.402(c)(2)):
 - a) Salary and bonus.
 - b) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial

statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- c) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- d) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- e) Above-market earnings on deferred compensation which is not tax-qualified.
- f) Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Patents and Intellectual Property Rights

121. Unless otherwise provided by law, Subrecipients are subject to the Bayh-Dole Act. Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

Whistleblower Protection Act

122. All Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Prior Approval for Modification of Approved Budget

123. Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. For awards with an approved budget greater than \$150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Procurement of Recovered Materials

124. All Subrecipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements

of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Disposition of Equipment Acquired Under the Federal Award

125. When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Contract Provisions for Non-federal Entity Contracts under Federal Awards

126. Contracts for more than the simplified acquisition threshold set at \$150,000.
- A. All Subrecipients who have contracts exceeding the acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41 U.S.C. §1908, must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate,
 - B. Contracts in excess of \$10,000.
 - 1. All Subrecipients that have contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

System of Award Management and Universal Identifier

127. System of Award Management and Universal Identifier
- A. Requirement for System of Award Management
 - 1. Unless you are exempted from this requirement under 2 C.F.R. 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
 - B. Requirement for unique entity identifier
 - 1. If you are authorized to make subawards under this award, you:
 - a) Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a

subaward from you unless the entity has provided its unique entity identifier to you.

- b) May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. Definitions.

1. For purposes of this award term:

- a) System of Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
- b) Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.
- c) Entity, as it is used in this award term, means all of the following, as defined at 2 C.F.R. part 25, subpart C:
 - (1) A Governmental organization, which is a State, local government, or Indian Tribe;
 - (2) A foreign public entity;
 - (3) A domestic or foreign nonprofit organization;
 - (4) A domestic or foreign for-profit organization; and
 - (5) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- d) Subaward:
 - (1) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - (2) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. 200.330).
 - (3) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
- e) Subrecipient means an entity that:
 - (1) Receives a subaward from you under this award; and
 - (2) Is accountable to you for the use of the Federal funds provided by the subaward.

Terrorist Financing

128. All Subrecipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the State of New Jersey, Department of Law and Public Safety, Division of State Police, Office of Emergency Management Emergency Management Agency Assistance Grant Program, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the provisions of the federal grant program and all other applicable federal and state laws, regulations, and guidelines.

County of Gloucester
Subrecipient

FY15-EMPG-EMAA-0800
Grant #

TJ Butts
Signature of Authorized Official

Emergency Management Coordinator
Title

Thomas J. Butts
Printed Name of Authorized Official

Dec. 4, 2015
Date

EMAA Subaward Budget Detail Worksheet

The EMMA Subaward Budget Detail Worksheet is for the preparation of the budget requested in support of the proposed project. All required information must be provided.

A. Personnel – List each position by title and name of employee, if available. Show the annual salary rate or overtime rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Annual Salary	% of Time on Project	Federal Amount Requested	Non-Federal Amount
Dennis McNutly Deputy Emergency Management	\$82,906	66.35%	\$55,000.00	55,008.13
Subtotals:				

Personnel Subtotal: 55,000.00

B. Fringe Benefits – Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for personnel listed in Category A and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA Workman's Compensation, and Unemployment Compensation.

Name/Position	Annual Salary	% of Time on Project	Federal Amount Requested	Non-Federal Amount
Subtotals:				

Fringe Benefits Subtotal: _____

C. Training – List all costs associated with the proposed training activities. Include: type of training, date(s) of training, location, etc. Prior approval for all training related expenditures

must be obtained. In the Budget Narrative, show the basis of computation. **NOT APPLICABLE**

D. Equipment – List non-expendable items with a value of over \$5,000 that are to be purchased. **NOT APPLICABLE**

E. Exercise(s) – List items for which reimbursement is requested. Prior approval for all exercise related expenditures must be obtained. In the Budget Narrative, show the basis of computation. **NOT APPLICABLE**

F. Construction – As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category. **NOT APPLICABLE**

G. Consultants/Contracts – Indicate in the Budget Narrative whether the applicant’s formal, written Procurement Policy or the Federal Acquisition Regulation is used. **Consultant Expenses:** List all expenses to be paid from the grant to the individual consultant in addition to their fees (travel, meals, lodging, etc). **Contracts:** Provide a description of the product or services to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification for sole source contracts in excess of \$100,000 must be provided in the Budget Narrative. **NOT APPLICABLE**

H. Indirect Costs – Indirect (F&A) costs must be classified within two broad categories: “Facilities” and “Administration.” “Facilities” is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. “Administration” is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of “Facilities” (including cross allocations from other pools, where applicable). See attached Indirect Costs Rate Fact Sheet for additional guidance.

Description	Cost per unit (define unit)	# of units	Federal amount requested	Non-Federal amount
Subtotals:				

Indirect Costs Subtotal: _____

EMAA Subaward Budget Summary

When the budget worksheet is completed, transfer the totals for each category to the spaces below. Compute the total costs and the total project costs. Indicate the amount of Federal funds requested and the amount of non-Federal funds, if applicable.

Budget Category	Federal Amount	Non-Federal Amount	Total
A. Personnel	55,000.00	55,008.13	110,008.13
B. Fringe Benefits			
C. Training	\$0.00	\$0.00	\$0.00
D. Equipment	\$0.00	\$0.00	\$0.00
E. Exercises	\$0.00	\$0.00	\$0.00
F. Construction	\$0.00	\$0.00	\$0.00
G. Consultants/Contractors	\$0.00	\$0.00	\$0.00
Direct Costs Subtotal:	55,000.00	55,008.13	110,008.13
H. Indirect Costs			
Indirect Costs Subtotal:			
TOTAL PROJECT COSTS:	55,000.00	55,008.13	110,008.13

EMAA Subaward Budget Narrative

Provide a detailed narrative for the use of Federal funds requested in each budget category and/or line item to describe why it is necessary and appropriate to the project scope. Provide description of what is used to meet the non-Federal required amount.

Gloucester County will provide an in-kind match for the Non-Federal amount required to compensate the Gloucester County Emergency Management staff member, as per the EMMA Subaward Budget Detail Worksheet, to complete the task listed on the FY15 Workplan

New Jersey State Police
Emergency Management Section
Emergency Management Agency Assistance - Emergency Management Performance Grant

Gloucester

County Work Plan - FY 2015

1. Provide to NJOEM detailed quarterly performance reports outlining the activities that your county organization has completed in order to satisfy all of the requirements below, providing supporting documentation as proof of the activity. The quarterly reports are due no later than October 10, 2015, January 10, 2016, April 10, 2016 and July 10, 2016 respectively (or within 14 days of your subaward obligation notification, whichever is sooner). Additionally, provide to NJOEM a final year-end financial report no later than July 10, 2016.
2. Complete a review of the County Emergency Operations Plan as per NJOEM Directive 101. The County will also utilize CPG 201 "Threat and Hazard Identification and Risk Assessment Guide" when completing an annual review of the County EOP. The EOP must emphasize the all-hazards approach. Based upon changes in the County's hazard analysis, OEM staffing, or resources; make revisions to the EOP as necessary. The County EOP requires an annual review. This should be accomplished at one of the County LEPC meetings and documented in a quarterly performance report. The County EOP needs to be submitted, to the NJOEM Regional Office, for re-certification every four years.
3. The County OEM will exercise their EOP in conformance with NJOEM's Exercise Program Guidelines. The County OEM shall encourage its EMAA funded municipalities to participate in this county sponsored exercise, if appropriate. NJOEM Directive 102 establishes that a minimum of one exercise per year is required of each municipal OEM. The County OEM shall assist with, and ensure that, 25% of its non-EMAA funded municipalities participate in NJOEM's exercise program. A complete listing shall be reflected in the county's quarterly reports identifying each municipality, the date of their annual exercise, and the type of exercise conducted, to include actual occurrences.
4. Provide a list of training courses attended by County OEM staff. The County Coordinator must identify twenty four hours of continuing emergency management education.
5. Participate in the New Jersey Radiological Emergency Response Program as per the State's Radiological Emergency Response Plan.
6. The County shall conduct a minimum of two meetings of the County LEPC. These meetings should include county chief executives, department heads and volunteer agencies to thoroughly review the County EOP. The review should include a discussion as to the roles and responsibilities of county departments and agencies during emergencies.
7. Assist with the revision of municipal EOPs within the County as per NJOEM Directive 101 to ensure the maintenance of municipal EOP compliance. All municipal EOPs require four year re-certification by NJOEM. Prior to review by NJOEM, all municipal EOPs must be reviewed and approved at the County OEM.
8. Attend all Regional County Coordinator meetings and all State/County Coordinator meetings.

9. Participate in the State's monthly RACES Net and the NJOEM 800 radio test.
10. The County OEM will utilize the online NJEMGrants application for all submissions and communications to NJOEM related to this subaward. These submissions include, but are not limited to, the subaward application, award package, quarterly and year-end reports, and supporting documentation (unless otherwise directed by NJOEM). The County OEM will coordinate and ensure the same for all municipal subrecipients within the County. The County OEM is responsible for reviewing and revising the municipal subrecipients submissions to eliminate all errors prior to forwarding them to NJOEM. The municipal subrecipients will be identified in the "Certification of Eligible Applicants within the County" document.
11. The County OEM will continue to reinforce the NJOEM State Shelter Project by hosting and participating in meetings, which will be facilitated by NJOEM, in order to validate and quantify the completed County Shelter Surveys.

I accept this workplan and acknowledge that it will serve as the Project Narrative for the FY15 EMAA subaward.

J.T. BOTTIS

Coordinator Name (please print)

[Signature]

Coordinator Signature

12/10/15
Date

C-1

**RESOLUTION AUTHORIZING A REVISION TO THE COMMUNITY
DEVELOPMENT PY2014 ANNUAL ACTION PLAN AND APPROVING A CHANGE IN
CDBG PUBLIC FACILITIES PROJECTS**

WHEREAS, by resolution duly adopted the County of Gloucester authorized and approved the PY 2014 Annual Action Plan which included funding for the reconstruction of Franklin Avenue in the City of Woodbury in the amount of \$50,000.00; and

WHEREAS, the City of Woodbury was unable to complete the project in the specified amount of time with no funds drawn from the contract; and

WHEREAS, the Gloucester County Planning Division recommends that it would be in the best interest of the County to utilize the previously allocated FY2014 funds toward the reconstruction of Kelly Drive in the Township of Deptford; and

WHEREAS, the municipal public facilities project submitted on behalf of the Township of Deptford will be funded to promote public safety in a designated low – moderate income area and therefore the following revision to the approved budget for PY 2014 is necessary:

	<u>PROJECT</u>	<u>CURRENT</u>	<u>AMENDED</u>
Woodbury	Road reconstruction of Franklin Ave	\$50000.00	\$0
Deptford	Road reconstruction of Kelly Drive	0.00	\$50,000.00

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the above revisions, having been duly advertised for a period of at least fifteen (15) days preceding this meeting and having been on file at the County Office of Housing & Community Development, are hereby approved; and

BE IT FURTHER RESOLVED that revisions to the Gloucester County Community Development Block Grant PY 2014 Annual Action Plan in order to effectuate and incorporate the hereinabove changes and purposes shall be hereby authorized and approved.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, February 3, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

C-2

**RESOLUTION AUTHORIZING AMENDMENTS TO THE 2014 AND 2015
AGREEMENTS WITH U.S. DEPARTMENT OF AGRICULTURE FOR THE USDA
HOUSING PRESERVATION GRANT**

WHEREAS, the County of Gloucester is the designated agent for the Community Development Block Grant and HOME funding programs; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted Resolutions dated October 15, 2014 for the amount of \$45,948.00 and September 16, 2015 for the amount of \$25,000.00, authorizing the execution of Contracts with the U.S. Department of Agriculture (USDA) for the Housing Preservation Grant for Program years 2014 and 2015 respectively, which provides funding to rehabilitate owner occupied properties in target areas within Gloucester County that might otherwise become sources of blight; and

WHEREAS, the County of Gloucester's Planning Division is requesting the approval of amendments to these Agreements to modify the project service area as follows with no extension of term or increase in funding:

1. PY 2014 Agreement: to include the Boroughs of National Park and Newfield and the Townships of East Greenwich, Greenwich, Logan, Mantua, and South Harrison as eligible municipalities; and
2. PY 2015 Agreement: the exclusion of the Township of Monroe as an ineligible municipality and to include the Boroughs of National Park and Newfield and the Townships of East Greenwich, Greenwich, Logan, Mantua, and South Harrison as eligible municipalities.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board is hereby authorized to execute and the Clerk of the Board to attest to the amendments modifying the Agreements with the USDA to provide eligible owner occupied rehabilitation services under the Housing Preservation Grant Program to the expanded project service areas.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 3, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

CR

AMENDMENT
TO
HOUSING PRESERVATION GRANT AGREEMENT

This amendment between Gloucester County,
herein called the "Grantee," and the United States of America acting through
the Rural Development, Department of Agriculture, herein called "Rural
Development," hereby amends the Housing Preservation Grant Agreement
originally executed by said parties on January 6, 2015.

Said grant agreement is amended by extending the ending date of the grant
agreement to N/A, and/or by making the following changes
noted in the attachments hereto (list and identify proposal(s) and any other
documents pertinent to the grant agreement which are attached to this
amendments). **See attached**

The grantee has caused this "Amendment To Housing Preservation Grant
Agreement" to be executed by its duly authorized Freeholder Director,
properly attested to and its corporate seal affixed by its duly authorized
Administrator/Clerk of the Board.

Attest:

Chad M. Bruner,
Administrator/Clerk of the Board

Grantee:

By: _____
Robert M. Damminger, Freeholder Director
(Title)

Date of Execution of Amendment to Grant
Agreement by Grantee:

United States of America
Rural Development:

By: _____
Howard Henderson, State Director
(Title)

Date of Execution of Amendment to Grant
Agreement by Rural Development:

oOo

This Amendment adds the Borough of National Park and Newfield and the Townships of East Greenwich, Greenwich, Logan, Mantua and South Harrison as eligible municipalities.

AMENDMENT
TO
HOUSING PRESERVATION GRANT AGREEMENT

This amendment between Gloucester County,
herein called the "Grantee," and the United States of America acting through
the Rural Development, Department of Agriculture, herein called "Rural
Development," hereby amends the Housing Preservation Grant Agreement
originally executed by said parties on September 23, 2015.

Said grant agreement is amended by extending the ending date of the grant
agreement to N/A, and/or by making the following changes
noted in the attachments hereto (list and identify proposal(s) and any other
documents pertinent to the grant agreement which are attached to this
amendments). **See attached**

The grantee has caused this "Amendment To Housing Preservation Grant
Agreement" to be executed by its duly authorized Freeholder Director,
properly attested to and its corporate seal affixed by its duly authorized
Administrator/Clerk of the Board.

Attest:

Grantee:

By: _____

Chad M. Bruner,
Administrator/Clerk of the Board

Robert M. Damminger, Freeholder Director
(Title)

Date of Execution of Amendment to Grant
Agreement by Grantee:

United States of America
Rural Development:

By: _____

Howard Henderson, State Director
(Title)

Date of Execution of Amendment to Grant
Agreement by Rural Development:

oOo

This Amendment deletes Monroe Township as an eligible municipality and adds the Borough of National Park and Newfield and the Townships of East Greenwich, Greenwich, Logan, Mantua and South Harrison as eligible municipalities.

C3

**RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #01-FINAL WITH
R.E. PIERSON CONSTRUCTION CO., INC.**

WHEREAS, the County of Gloucester (hereinafter the "County") advertised for the receipt of public bids for the construction of the County road improvement project known as "Resurfacing, Safety Improvements along Mantua Grove Road, County Route 656 from SH Route 44 to Railroad tracks in the Township of West Deptford, Gloucester County," Engineering Project #14-11SA (hereinafter the "Project"); and

WHEREAS, a contract for the Project was awarded by the County by Resolution on December 17, 2014 to R.E. Pierson Construction Company, Inc. (hereinafter "Pierson"), with an office address of P.O. 426 Swedesboro Road, Pilesgrove (Box 403, Woodstown), NJ 08098 in the amount of \$962,826.99 (hereinafter the "Contract"); and

WHEREAS, Vincent M. Voltaggio, P.E. County Engineer, has recommended Change Order Decrease #01-Final with Pierson by \$219,242.38, resulting in a new total contract amount of \$743,584.61; and

WHEREAS, the said Change Order is necessitated by and based on adjustment for final as-built quantities, extras and reductions in items for the project. The overall change order results in a project cost decrease, resulting in a new total contract amount of \$743,584.61.

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 R.E. Pierson Construction Company, Inc. for the Project by \$219,242.38, resulting in a new total adjusted contract amount of \$743,584.61, 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 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, February 3, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

COUNTY OF GLOUCESTER
CHANGE ORDER FORM

- 1. Name & Address of Vendor: R.E. Pierson Construction Co., Inc.
426 Swedesboro Rd., P.O. box 430
Woodstown, NJ 08098
- 2. Description of Project or Contract: Resurfacing and Safety Improvements to Mantua Grove Road, CR-656, from Crown Pt Road to the Railroad near Patsy Court, West Deptford, NJ
- 3. Date of Original Contract: 17-Dec-14
- 4. P.O. Number: 14-10623
- 5. Amount of Original Contract: \$962,826.99
- 6. Amount of Previously Authorized Change Order \$0.00
- 7. Amount of this Change Order No. 1: -\$219,242.38
- 8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) \$743,584.61
- 9. Need or Purpose of this Change Order: Increases and decreases in contract items to reflect asbuilt conditions.

This change order requested by [Signature] on 1/20/16
(Department Head) (Date)

Accepted by [Signature] on 1/13/16
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

By: Chad M. Bruner Administrator/Clerk of the Board
Robert M. Damminger, 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.

CH

**RESOLUTION AUTHORIZING THE AGREEMENT MODIFICATION #01 TO
FEDERAL AID AGREEMENT 12-DT-BLA-637 WITH THE NEW JERSEY
DEPARTMENT OF TRANSPORTATION TO INCREASE FUNDING BY
\$90,425.00**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "County") adopted a Resolution on November 20, 2012, authorizing the execution of Federal Aid Agreement #12-DT-BLA-637 in the total amount of \$6,490,682.00 between the County and the NJ Department of Transportation (hereinafter the "NJDOT") for the "Phase I Reconstruction of Egg Harbor Road, County Route 630, from Salina Road to Pembroke Drive, Washington Township, Gloucester County, Federal Project No. STP-4048(106) CON, Engineering Project #06-01FA (hereinafter the "Agreement"); and

WHEREAS, a modification to the Agreement is necessary, which will increase the total amount of same by \$90,425.00, resulting in the new total Agreement amount of \$6,581,107.00; and

WHEREAS, all other terms and provisions of the original Agreement not amended herein shall remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board to attest to Agreement Modification #01 for Federal Aid Agreement #12-DT-BLA-637 with the NJDOT to increase the agreement by \$90,425.00 for a new total amount of \$6,581,107.00 on behalf of the County; and

BE IT FURTHER RESOLVED that all other terms and provisions of Federal Aid Agreement #12-DT-BLA-637 shall remain in full force and effect.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester held on Wednesday, February 3, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

C5

**RESOLUTION AUTHORIZING A CONTRACT WITH ZONE STRIPING, INC.
FOR \$401,333.77**

WHEREAS, the County of Gloucester (hereinafter the "County") advertised for the receipt of public bids for the construction of the "Countywide State Aid Roadway Safety Project throughout Gloucester County," Engineering Project #16-03SA (hereinafter the "Project"); and

WHEREAS, the Project consists of installation of raised pavement markers, flexible delineators, guide rail replacement, traffic stripes, long life, epoxy resin for edge lines, centerline, lane lines, etc. within the County's jurisdictional limits, as well as construction of traffic markings, lines and symbols and removal of traffic stripes and markings; and

WHEREAS, bids for the Project were properly received, opened in public on January 20, 2016 and it was determined that Zone Striping, Inc. (hereinafter "Zone"), with an office address of 501 New Jersey Avenue, P.O. Box 568, Glassboro, NJ 08028, was the lowest responsive and responsible bidder to for the Project, as set forth in the specifications, and the County's Purchasing and Engineering Departments recommend the award of a contract to Zone in the amount of \$401,333.77; and

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

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for this contract in the amount of \$401,333.77, pursuant to C.A.F. #16-00550, which amount shall be charged against budget line items C-04-15-013-165-13211 (\$250,000.00) and C-04-11-013-165-13211 (\$13,332.07), C-04-09-013-165-13211 (\$39,000.00), C-04-07-012-165-13211 (\$6,028.54) and C-04-15-012-165-13211 (\$92,973.16) for a total amount of \$401,333.77.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director be and are hereby authorized to execute and the Clerk of the Board to attest to a contract with Zone for the Project in the amount of FOUR HUNDRED ONE THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS AND SEVENTY-SEVEN CENTS (\$401,333.77), per the prices submitted in its bid, and contingent upon approval by the NJ Department of Transportation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, February 3, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID & ECONOMIC DEVELOPMENT
TRENTON, NEW JERSEY**

C4

AGREEMENT MODIFICATION

Contract ID: 12 70577

MODIFICATION NO. 1 FEDERAL PROJECT NO. STP-4048(106)Con DATE January 12, 2016
 PROJECT Egg Harbor Road CR 630 Construction, Phase 1 (FY 2012) FAP-2012-Gloucester County-01728
 LOCATION Township of Washington, Gloucester County
 SPONSOR Gloucester County
 AGREEMENT DATE 3/21/2013 AGREEMENT NO. 12-DT-BLA-637 (Task Order No. dated)

IN ACCORDANCE WITH THE PROVISIONS OF THE ABOVE NOTED AGREEMENT, THE SPONSOR AND THE STATE AGREE TO THE CHANGES TO THE AGREEMENT AS FOLLOWS:

ARTICLE 6.1 (b)

2. The total cost of the project by the Recipient for completion of the Project Scope of Work in this Agreement shall not exceed \$6,490,682.00, with an approved budget as follows:

<u>Federal Project No.</u>	<u>Project Sponsor</u>	<u>Contract</u>	<u>In-House</u>	<u>Total</u>	<u>Date Authorized</u>	<u>Date for Completion</u>
STP-4048 (106)	Gloucester County	\$6,490,682.00	\$0.00	\$6,490,682.00	9/18/2012	12/31/2015

CHANGE TO:

ARTICLE 6.1 (b)

2. The total cost of the project by the Recipient for completion of the Project Scope of Work in this Agreement shall not exceed \$6,581,107.00, with an approved budget as follows:

<u>Federal Project No.</u>	<u>Project Sponsor</u>	<u>Contract</u>	<u>In-House</u>	<u>Total</u>	<u>Date Authorized</u>	<u>Date for Completion</u>
STP-4048 (106)	Gloucester County	\$6,581,107.00	\$0.00	\$6,581,107.00	9/18/2012	12/31/2015

Original Agreement Amount	<u>\$6,490,682.00</u>
Modified Agreement Amt. (Mod. Nos. ...)	<u>-</u>
This Modification Amount (No. 1)	<u>\$90,425.00</u>
Present Agreement Total Amt.	<u>\$6,581,107.00</u>
Original Agreement Compl. Date	<u>12/31/2015</u>
Revised Agreement Compl. Date	<u>12/31/2015</u>

CERTIFICATION OF FUNDS

Director of Accounting and Auditing Date

ACCEPTED

Robert M. Damming, Freeholder Director Date

RECOMMENDED

(Art San Jose, Principal Engineer
District 4, Local Aid) Date

(Salim T. Mikhael, Manager
District 4, Local Aid) Date

FOR PROGRAM USE ONLY:

Document No. _____

Registration No. _____

CERTIFICATION ACCEPTANCE PROJECTS

This Mod. is approved for Federal participation.

Director, Local Aid & Economic Development Date

5
J

SUMMARY OF BIDS



SPECIFICATION NO. 16-03SA

Office of the County Engineer
 County of Gloucester
 Countywide State Aid Roadway Safety Project
 throughout Gloucester County, New Jersey
 Engineering Project #16-03SA
 Bid Date: Wednesday, January 20, 2016
 Bid Time: 10:00 am

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Flashing Arrow Board (4' x 8') mounted on Stripping Truck	1	Unit	\$4,732.77	\$4,732.77
2	Traffic Control Truck w/ Crash Cushion & Flashing Arrow Board (4' x 8')	1	Unit	\$10,500.00	\$10,500.00
3	Traffic Cones	200	Unit	\$1.00	\$200.00
4	Construction Signs	436	S.F.	\$1.00	\$436.00
5	Traffic Stripes, Long Life, Epoxy Resin	1,200,000	L.F.	\$0.23	\$276,000.00
6	Traffic Markings, Symbols, Long Life, Thermoplastic	3,500	S.F.	\$4.00	\$14,000.00
7	Traffic Markings, Lines, Long Life Thermoplastic	30,000	L.F.	\$0.45	\$13,500.00
8	Removal of Traffic Stripes & Markings	1,000	L.F.	\$0.50	\$500.00
9	Beam Guide Rail	700	L.F.	\$25.09	\$17,500.00
10	Tangent Guide Rail Terminal	4	Unit	\$2,500.00	\$10,000.00
11	Flared Guide Rail Terminal	6	Unit	\$2,500.00	\$15,000.00
12	Controlled Release Terminal Anchorage	2	Unit	\$1,500.00	\$3,000.00
13	Beam Guide Rail Post	50	Unit	\$50.00	\$2,500.00
14	Beam Guide Rail Post, 8' Long	25	Unit	\$75.00	\$1,875.00
15	Beam Guide Rail Element	100	L.F.	\$10.00	\$1,000.00
16	Reset Beam Guide Rail Using Exist Posis	100	L.F.	\$12.00	\$1,200.00
17	Beam Guide Rail End Anchorage	4	Unit	\$750.00	\$3,000.00
18	Thrie Beam Guide Rail, Bridge	100	L.F.	\$95.00	\$9,500.00
19	Flexible Delineators, Ground Mounted	50	Unit	\$45.00	\$2,250.00
20	Raised Pavement Markers	400	Unit	\$25.00	\$10,000.00
21	Removal of Raised Pavement Markers-	20	Unit	\$12.00	\$240.00
22	Removal & Replacement of RPM Lens	400	Unit	\$11.00	\$4,400.00
Total Bid					\$401,333.77

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

CS

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

16-00550

PURCHASE ORDER #	C-04-15-013-165-13211	DATE	January 21, 2016
			(\$250,000.00)
	C-04-11-013-165-13211		(\$13,332.07)
	C-04-09-013-165-13211		(\$39,000.00)
BUDGET NUMBER	C-04-07-012-165-13211		(\$6,028.54)
	C-04-15-012-165-13211		(\$94,973.16)
			401,333.77

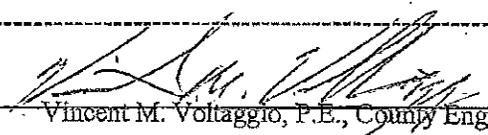
AMOUNT OF CERTIFICATION \$ _____

DEPARTMENT Engineering

COUNTY COUNSEL Emmett E. Primas, Esq.

DESCRIPTION OF PRODUCT OR SERVICE
Construction Contract for the Engineering Project "Countywide State Aid Roadway Safety Project throughout Gloucester County," Engineering Project #16-03SA.

VENDOR NAME Zone Striping, Inc.
ADDRESS 501 New Jersey Avenue, PO Box 568
CITY/STATE/ZIP Glassboro, NJ 08028

DEPARTMENT HEAD APPROVAL  DATE 1-22-16
PURCHASING AGENT _____
FREEHOLDER MEETING DATE February 03, 2016

WHITE: CLERK OF THE BOARD
YELLOW: USING DEPARTMENT
PINK: PURCHASING DEPARTMENT
GOLD: COUNTY COUNSEL

CS

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
ZONE STRIPING, INC.**

THIS CONTRACT is made effective this 3rd day of **February 2016**, 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 **ZONE STRIPING, INC.**, a New Jersey Corporation, with offices at 501 New Jersey Avenue, P.O. Box 568, Glassboro, NJ 08028, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for all labor and material required concerning the construction of the County road improvement project known as: "Countywide State Aid Roadway Safety Project throughout Gloucester County", Engineering Project #16-03SA (hereinafter the "Project"); and

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

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

TERMS OF AGREEMENT

- 1. COMMENCEMENT OF SERVICES.** Contractor shall commence services for the Project upon the County issuing a written Notice to Proceed to the Contractor; and the Contractor shall complete all work required for substantial completion of the Project within Three Hundred Sixty-five (365) calendar days after the issuance of the Notice to Proceed.
- 2. COMPENSATION.** Contractor shall be compensated in the amount of \$401,333.77 for all labor and materials required to construct the Project, as per the Specifications issued by the County identified as Specification No. 16-03SA (hereinafter the "Specifications"), and the unit prices set out in the Contractor's bid for the Project (hereinafter the "Bid").

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

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

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

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in the Specifications, which are incorporated herein in their entirety, and made a part hereof by reference. The Contractor shall construct the Project in accordance with the Specifications, and the Bid, which is also incorporated herein by reference.

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

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

The 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, 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 Bid, 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, then this Contract and the Specifications shall prevail.

THIS CONTRACT is effective as of this 3rd day of **February 2016**.

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

ZONE STRIPING, INC.

By: _____

(Please Print Name)

F1

RESOLUTION AUTHORIZING A ONE YEAR EXTENSION OF A CONTRACT WITH JDJ PETS, D/B/A PETS PLUS, FROM FEBRUARY 5, 2016 TO FEBRUARY 4, 2017 IN AN AMOUNT NOT TO EXCEED \$35,000.00

WHEREAS, the County of Gloucester previously awarded a Contract to JDJ Pets, D/B/A Pets Plus, 4450 Black Horse Pike, Mays Landing, NJ 08330 on February 5, 2014, per BID # 013-054 for the supply and delivery of bulk pet food and cat litter for the Gloucester County Animal Shelter; and

WHEREAS, the terms of this Agreement provides the County with the option to extend the Contract for one (1) two year period or two (2) one year periods; and

WHEREAS, the initial option to extend this Contract was exercised, for the one (1) year period from February 5, 2015 through February 4, 2016; and

WHEREAS, the Director of the Animal Shelter has further recommended that the final option to extend this Contract be exercised, for the one (1) year period from February 5, 2016 through February 4, 2017; and

WHEREAS, this Contract extension shall be for estimated units of service to be utilized on an as-needed basis in an amount not to exceed \$35,000.00 for the period. The Contract extension is therefore open-ended and does not obligate the County to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. Continuation of the extension beyond December 31, 2016 is conditioned upon approval of the 2017 Gloucester County Budget; and

WHEREAS, all terms and provisions of the previously executed Contract, with the exception of the extension of the Contract period will continue in full force and effect.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders that the County of Gloucester does hereby exercise its final option to extend the Contract with JDJ Pets, D/B/A Pets Plus, for the supply and delivery of bulk pet food and cat litter for the County Animal Shelter for the one year period from February 5, 2016 to February 4, 2017, in an amount not to exceed \$35,000.00; and that the County Purchasing Agent is directed to so inform the Vendor; and

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

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, February 3, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

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

FZ

**RESOLUTION AUTHORIZING A CONTRACT WITH AVS INSTALLATIONS, LLC
FOR \$20,083.00**

WHEREAS, the County of Gloucester has need for the supply, delivery and installation of courtroom audio sound system upgrades at the Ceremonial Courtroom in the Superior Court, Woodbury, and;

WHEREAS, the County, after due notice and advertisement, received sealed bids for such services, as per bid specifications PD# 016-003; and

WHEREAS, bids were publicly received and opened on January 7, 2016; and

WHEREAS, after following proper public bidding procedure, it was determined that AVS Installations, LLC, with offices at 400 Raritan Center Parkway, Edison, New Jersey 08837, was the lowest responsive and responsible bidder to perform said services for a total amount of \$20,083.00, from February 3, 2016 to February 2, 2017, as set forth in the bid specifications; and

WHEREAS, the County Purchasing Agent has certified to the availability of funds in the amount of \$20,083.00 pursuant to CAF# 16-00384, which amount shall be charged against budget line item #C-04-14-018-310-18263.

NOW THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, that the Director be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to the Contract with AVS Installations, LLC for \$20,083.00 from February 3, 2016 to February 2, 2016.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 3, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

fr

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
AVS INSTALLATIONS, LLC**

THIS CONTRACT is made effective the 3rd day of February, 2016 by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **AVS INSTALLATIONS, LLC** with offices at 400 Raritan Center Parkway, Edison, NJ 08837, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, the County of Gloucester has need for the supply, delivery and installation of courtroom audio sound system upgrades at the Ceremonial Courtroom in the Superior Court, Woodbury; and

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

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

TERMS OF AGREEMENT

1. **TERMS**. This Contract shall be for the supply, delivery and installation of all equipment specified in PD 016-003. Contract shall be effective from February 3, 2016 to February 2, 2017.
2. **COMPENSATION**. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications of PD #016-003 for a total amount of \$20,083.00.

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

It is also agreed and understood that the acceptance of 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 identified as PD #016-003, 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 parties agree as follows, where applicable:

The Vendor or subcontractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender 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 will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the bid specifications identified as PD #016-003, 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 Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

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

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

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

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

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

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

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

11. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
12. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.
13. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
14. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the Contract sum shall be adjusted accordingly. This Contract and the Contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
18. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.
19. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Contractor and is not an agent of the County.
20. **CONFLICT OF INTEREST.** Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract no person having any such interest shall be employed.

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

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD #016-003, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the specifications, then, this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT is dated this 3rd day of February, 2016.

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.

ATTEST:

COUNTY OF GLOUCESTER

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

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

AVS INSTALLATIONS, LLC

BY: _____

(Please Print Name)

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COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # PO 16-00384 DATE 1/19/16

BUDGET NUMBER C-04-14-018-310-18263

AMOUNT OF CERTIFICATION \$ \$20,083.00

DEPARTMENT Buildings & Grounds

COUNTY COUNSEL Lynn McClintock

DESCRIPTION OF PRODUCT OR SERVICE

~~Supply, Delivery and installation of courtroom Audio upgrade~~
sound system for the county of Gloucester

VENDOR NAME AVS Installations LLC

ADDRESS 400 Raritan Center Parkway

CITY/STATE/ZIP edison Nj 08837

DEPARTMENT HEAD APPROVAL [Signature]

PURCHASING AGENT [Signature] DATE 1/19/16

FREEHOLDER MEETING DATE Feb 3, 2016

WHITE: CLERK OF THE BOARD
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT
GOLD: COUNTY COUNSEL

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PD 016-003		Bid Opening 01/07/16 10:00am		SPECIFICATIONS AND PROPOSAL FOR THE SUPPLY, DELIVERY AND INSTALLATION OF COURTROOM AUDIO UPGRADE SOUND SYSTEMS FOR THE COUNTY OF GLOUCESTER												1/25/2016
ITEM	Subsystem Number	MFG	Model	Description	Quantity	unit price	Ext Price	Quantity	unit price	Ext Price	Quantity	unit price	Ext Price	Quantity	unit price	Ext Price
1	DSP	ClearOne	Converge Pro880	Digital Matrix Mixer	1	\$4,208.00	\$4,208.00	1	\$5,184.00	\$5,184.00	3	\$4,746.00	\$14,238.00			
2	Mics	Shure	MX418D/S	Desk Top Mics	6	\$244.00	\$1,464.00	6	\$299.00	\$1,794.00	6	\$276.00	\$1,656.00			
3	Mics	Shure	QLXD14/85	Wireless Lav Mic Systems	3	\$978.00	\$2,934.00	3	\$1,205.00	\$3,615.00	3	\$1,109.00	\$3,327.00			
4	Mics	Shure	UA844SWE/LC	Antennae Distribution System	1	\$397.00	\$397.00	1	\$488.00	\$488.00	1	\$383.00	\$383.00			
5	Amp	QSC	CXX302V	Audio Amp Ceiling Speakers	1	\$795.00	\$795.00	1	\$912.00	\$912.00	1	\$836.00	\$836.00			
6	Amp	Furman	PL-8-C	Power Conditioner 7" Modero X Series	1	\$135.00	\$135.00	1	\$203.00	\$203.00	1	\$186.00	\$186.00			
7	Control	AMX	MX1-701	G5 Tabletop Touch Panel	1	\$2,489.00	\$2,489.00	1	\$3,171.00	\$3,171.00	1	\$2,808.00	\$2,808.00			
8	Control	AMX	PS-POE-AF-TC	Poe Injector	1	\$68.00	\$68.00	1	\$84.00	\$84.00	1	\$77.00	\$77.00			
9	Control	AMX	NX-1200	Netlinx NX Integrated Controller	1	\$676.00	\$676.00	1	\$833.00	\$833.00	1	\$763.00	\$763.00			
10	Control	Cisco/Linksys	SE2500	5 Port Gigabyte Network Switch	1	\$57.00	\$57.00	1	\$53.00	\$53.00	1	\$71.00	\$71.00			
11	OFFE			14 Space Rack Ceiling Speakers 70 Volt	-	-	-	-	-	-	-	-	-			
12	OFFE			Wall Speakers/Wall Brackets	-	-	-	2	\$750.00	\$1,500.00	-	-	-			
13	Bose	Bose	502A/WBPE	Wall Speakers/Wall Brackets	-	-	-	1	\$1,201.00	\$1,201.00	-	-	-			
14	Bose	Bose	502A/WBPE	Wall Speakers/Wall Brackets	-	-	-									
					Equipment		\$13,223.00	Labor		\$6,860.00	Equipment		\$19,038.00	Labor		\$24,345.00
					Lump Sum		\$20,083.00	Lump Sum		\$32,874.19	Lump Sum		\$39,833.00	Lump Sum		\$39,833.00
BID IS BEING REJECTED FOR NON-RESPONSIVENESS. SUBCONTRACTOR LIST NOT NOTARIZED N.J.S.A. 40A:11-16																
Substitution of QSC CX 502 AMP for Bose/AMP. Specification sheet Included.																
Variations: (if any)					None										None	
Start up date					30 days after receipt of PO					2/1/2016					February 22, 2016 or 6 weeks from date of award.	
Will you extend your prices to local government entities within the County					No					No					Yes	

(F-3)

RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, MEGAN'S LAW AND LOCAL LAW ENFORCEMENT ASSISTANCE COMPONENT GRANT #JAG 1-9-14, IN THE AMOUNT OF \$7,764.00 FROM APRIL 1, 2016 TO MARCH 31, 2017

WHEREAS, the Gloucester County Prosecutor's Office desires to submit a grant application to the State of New Jersey Department of Law and Public Safety, Division of Criminal Justice for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, Megan's Law and Local Law Enforcement Assistance Component Grant Number: JAG 1-9-14, from April 1, 2016 to March 31, 2017; and

WHEREAS, the Board of Chosen Freeholder of the County of Gloucester deems this to be beneficial to the citizens of the County of Gloucester, which funds provide community notification to law enforcement, schools, community organizations and neighbors of moderate and high risk sexual offenders living and/or working in Gloucester County. Funds are used to purchase equipment and/or supplies that would otherwise be purchased with operating funds; 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 County Treasurer for review, and said agency has approved said application, and the Board of Chosen Freeholders of the County of Gloucester understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the State of New Jersey, Department of Law and Public Safety, Division of Criminal Justice, for the administration of grant projects; and

WHEREAS, the Gloucester County Board of Chosen Freeholders acknowledges that the amount of the grant funds to be requested is for a total amount of \$7,764.00, from April 1, 2016 to March 31, 2017.

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

1. 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 all documents relative to the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, Megan's Law and Local Law Enforcement Assistance Component Grant #JAG 1-9-14, in the amount of \$7,764.00 from April 1, 2016 to March 31, 2017; and
2. That the Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any necessary additional assurances as may be required.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester held on Wednesday, February 3, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

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STATE OF NEW JERSEY

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE
GRANT PROGRAM**



PART I

**APPLICATION DOCUMENTS
TO BE COMPLETED
AND RETURNED**

November 2014



**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE ACT GRANT (JAG)
APPLICATION CHECK LIST**

SUBGRANTEE: County of Gloucester

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

PART I:

- X Applicant Information Form
- X Problem Statement/Needs Assessment (Provided by Applicant)
- X Project Description (Provided by Applicant)
- X Goals, Objectives, and Work Plan (Action Strategy) (Provided by Applicant)
- X Project Management and Staff (Provided by Applicant)
- X Data Collection/Performance Measures/Evaluation (Provided by Applicant)
- X Project Budget Detail Form
- X Budget Narrative describing each category of the budget listed on Budget Detail Form (Provided by Applicant)

PART II:

- X Application Authorization
- X Certification of Equal Employment Opportunity Plan (EEOP) Form
- X General Conditions and Assurances
- X Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements
- X Resolution of Participation and Certification of Recording Officer (Not applicable to State Agencies)
- X Federal Financial Accountability and Transparency Act Information Form
- Audit Requirements Form
- Single Audit or audited financial statements (if required, see Audit Requirements Form)
- Accounting System and Financial Capability Questionnaire

Additional forms provided by nonprofit applicants:

- Proof of Nonprofit status
- New Jersey Charitable Registration
- Applicable Licenses, Certifications and Permits
- Form 990-Income Tax Return
- List of Officers/Directors/Trustees
- Sources of Funds Form
- Mandatory Waiver from Local Units of Government

NOTE: ***ONLY COMPLETE APPLICATIONS CAN BE PROCESSED.
ABOVE ITEMS MUST BE SUBMITTED WITH THE APPLICATION***

Applicant Information Form

Project Duration Period (when to when): 4/1/16 – 3/31/17	Grant No.:JAG-1-9-14
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Official Name of Applicant Agency: County of Gloucester

Address: 2 South Broad Street
P.O. Box 337

City/State: Woodbury, NJ	Zip Code + 4: 08096-4604	County: Gloucester
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Implementing Agency (if different than applicant): Gloucester County Prosecutor's Office

Agency Website:	Fiscal Year Start Date: 01/01/16	Federal ID Number: 216000660
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Charitable Registration Number (if non profit & 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.

Name and Title of Chief Executive/Agency Director: Robert M. Damminger, Freeholder Director

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

Telephone:856-853-3395	Ext.	Email: rdamminger@co.gloucester.nj.us	Fax: 856-853-3495
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Name and Title of Project Director: Michelle Sturgis, Paralegal Specialist

Street Address, City, State, Zip Code + 4 (if different from above): 70 Hunter Street – P.O. Box 623
Woodbury, NJ 08096-4604

Telephone: 856-384-5553	Ext.	Email: msturgis@co.gloucester.nj.us	Fax: 856-384-5663
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Name and Title of Contact Person: Billie Jo Scott, Office Manager

Street Address, City, State, Zip Code + 4 (if different from above): 70 Hunter Street – P.O. Box 623
Woodbury, NJ 08096-4604

Telephone: 856-384-5534	Ext.	Email: bjscott@co.gloucester.nj.us	Fax: 856-384-8624
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Name and Title of Chief Financial Officer: Tracey Giordano

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

Telephone: 856-853-3322	Ext.	Email: tgiordano@co.gloucester.nj.us	Fax: 856-251-6778
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Name and Title of PMT Contact Person: Billie Jo Scott, Office Manager

Street Address, City, State, Zip Code + 4 (if different from above): 70 Hunter Street – P.O. Box 623
Woodbury, NJ 08096-4604

Telephone: 856-384-5534	Ext.	Email: bjscott@co.gloucester.nj.us	Fax: 856-384-8624
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PROBLEM STATEMENT

Presently Gloucester County has 426 registered sex offenders, with an average of 50 new registered offenders every year. We had an actual number of 45 new registrants in 2015. Every time an offender changes his/her address they must re-register with their local police department. If they are a tier two or three offender and change his/her address a court hearing is held to determine the scope of new notifications needed and then new notification must be mailed by regular and/or certified mail.

In addition, offenders who were found to be repetitive and compulsive and/or served their sentence at the Adult Diagnostic and Treatment Center in Avenel must re-register every 90 days. All other offenders are required to register annually. The process of tiering and community notification of sexual offenders is ongoing and continuous.

Legal challenges and modifications in the Attorney General's Guidelines have resulted in the ever-increasing volume of paperwork generated in the Megan's Law notification process. The entire tiering and notification process requires substantial expenditures for stationary, postage and other supplies.

PROJECT DESCRIPTION

Funding provided under the Megan's Law Local Law Enforcement Assistance Program will provide funding to further our ability to carry out our Megan's Law statutory requirements. Funds will be utilized for the annual license fee for software used for the mapping of Megan's Law registrants. Funds will also be utilized for the supplies needed to make the appropriate notifications, including paper, postage, postage machine supplies, USB flash drives for evidentiary storage of files and other general office supplies. .

PROJECT GOAL(S) OBJECTIVES AND ACTION STRATEGY

The goal of the Megan's Law Unit is to prosecute sex offenders to the fullest extent of the law. In addition, this Unit provides community notification regarding offender's residence to enable the public to take appropriate precautions to protect themselves and those in their care from possible harm.

-Provide notification to law enforcement agencies likely to encounter offenders in all Tier One, Two and Three categories.

- Provide notifications to schools (public and private) likely to encounter offenders in all Tier Two and Three categories. Notification will include a recent photograph, physical description, offense for which s/he was convicted, address, place of employee and/or schooling and license plate.
- Provide notifications to organizations in the community, including religious and youth organizations likely to encounter offenders in all Tier Two and Three categories.
- Provide notifications to individuals residing within a half mile radius of the offender's domicile in all Tier Three categories.
- Assist other agencies in ensuring that all offenders re-register when moving to/from communities within Gloucester County.
- Attend court hearings for Tier Two and Three offenders that change his/her address to determine the scope of new notification needed. Ensure that the proper notifications are made.

PROJECT MANAGEMENT AND STAFF

The staff presently associated with the Megan's Law Unit are as follows:

County Prosecutor: Prosecutor S. Dalton is responsible for the prosecution of all Superior Court criminal cases in the County of Gloucester, including Megan's Law offenses.

Chief of Trial Section: Paul Colangelo, Chief of Trial Section supervises office Trial Attorneys, including the attorney responsible for the prosecution of Megan's Law offenses.

Assistant Prosecutor: Assistant Prosecutor Kate Mika is responsible for the prosecution of Megan's Law offenses in Gloucester County.

Paralegal Specialist: Michelle Sturgis is responsible for entering offenders into the Arcview database, sending out notifications, contacting other municipalities and all other clerical duties of the Megan's Law Unit.

DATA COLLECTION/PERFORMANCE MEASURES/EVALUATION

The tiering and notification process of Megan's Law Offenders is set by statute. Data regarding mapping and notifications of Megan's Law registrants is collected in the Arcview software and can be analyzed.

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.

<p>Applicant: <u>County of Gloucester</u> Grant No: <u>JAG-1-9-14</u></p> <p style="text-align: center;">Budget Detail Form</p>						
COST ELEMENT						
A. Personnel 1. Salaries and Wages List each name and position	Show % of time or number of hours spent on project to be funded with grant and match funds	Annual Salary <u>or</u> Hourly Rate	Grant Funds	Match	Project Total	
N/A			0		0	
SUB-TOTAL SALARIES AND WAGES			0		0	0

Applicant: County of Gloucester

Grant No: JAG-1-9-14

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
N/A	0	0	0

SUB-TOTAL FRINGE BENEFITS	0	0	0
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TOTAL SALARIES, WAGES AND FRINGE	0	0	0
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COST ELEMENT				Grant Funds	Match	Project Total
B. Purchase of Services	Name of Provider	Contracted Services Provided/ Seminar Registration/ Costs for professional services	Unit Cost/ Hourly Rate	Units/ Project Hours		
	Celebrite			\$3,100		\$3,100
	Arc GIS (Arcview)			\$400		\$400
	Encase			\$675		\$675
	Magnet Forensics			\$1,700		\$1,700
TOTAL PURCHASE OF SERVICES				\$5,875	0	\$5,875

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)			
N/A					
TOTAL TRAVEL, TRANSPORTATION, SUBSISTENCE			0	0	0

Budget Detail Form

COST ELEMENT	Grant Funds	Match	Project Total
D. Consumable Supplies, Postage, Printing (list each item & show unit cost & calculations)			
Portable Storage Devices	\$350	0	\$350
Ink Cartridges/Photo Paper	\$250	0	\$250
Postage	\$1,289		\$1,289
TOTAL CONSUMABLE SUPPLIES	\$1,889	0	\$1,889

	Grant Funds	Match	Project Total
E. Facilities, Office Space, Utilities (calculate monthly project cost & show cost allocation method)			
Rent (in budget narrative, indicate square footage and cost per square foot)			
Utilities (in budget narrative, specify utility)			
Telephone (land line)			
Other (specify)			
Other (specify)			
Other (specify)			
TOTAL FACILITIES	0	0	0

Applicant: County of Gloucester

Budget Detail Form

COST ELEMENT	Grant Funds	Match	Project Total
F. Equipment (List and explain in attached budget narrative; calculate per unit cost)			
TOTAL EQUIPMENT	0	0	0

G. Indirect Cost Rate (State Agencies Only)	Grant Funds	Match	Project Total
N/A			
TOTAL INDIRECT COST	0	0	0
TOTAL PROJECT COST	\$7,764	0	\$7,764

STATE OF NEW JERSEY

**EDWARD BYRNE MEMORIAL
JUSTICE ASSISTANCE GRANT PROGRAM**

LOCAL AGENCY GRANT PROGRAM



PART II

**APPLICATION DOCUMENTS
TO BE COMPLETED, SIGNED
AND RETURNED**

November 2014



STATE OF NEW JERSEY

**EDWARD BYRNE MEMORIAL
JUSTICE ASSISTANCE GRANT PROGRAM**

LOCAL AGENCY GRANT PROGRAM

PART II

TABLE OF CONTENTS

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

Federal Financial Accountability and Transparency Act Information Form

Sample Waiver

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:

Megan's Law and Local Law Enforcement Assistance Program

for a federal subgrant in the approximate amount of \$ 7,764, with the Subgrantee providing a match of \$ 0 (if applicable), for an approximate total project cost of \$ 7,764.

This application consists of the following required documents:

1. Project Description
2. Project Budget Detail Form
3. Budget Narrative
4. Certification of Equal Employment Opportunity Plan (EEOP) Form
5. General Conditions & Assurances
6. Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements
7. Resolution of Participation and Certification of Recording Officer (not applicable to State Agencies)
8. Federal Financial Accountability and Transparency Act Information Form

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. List of Officers/Directors/Trustees
6. Accounting System and Financial Capability Questionnaire
7. Audit Requirements Form
8. Sources of Funds Form
9. Mandatory Waiver from Local Units of Government

The undersigned understands that the Division will rely upon the following statements to provide these subgrant funds:

1. The Project Director reviewed the contents of the application, it is accurate, and certifies that the factual statements and data set forth in the application and attachments are true to the best of his or her knowledge and belief.

2. The Project Director has reviewed and is familiar with all statutory and regulatory requirements regarding the use of the funds being provided to undertake grant programs and activities; has sought and obtained legal advice from the Subgrantee's legal counsel as considered appropriate or necessary, and will be responsible for undertaking the programs and activities described in the application.
3. As the duly authorized representative of the Subgrantee, I ensure that the Subgrantee will use these subgrant funds to carry out the project and activities specifically described in the application.
4. As the duly authorized representative of the Subgrantee, I am responsible for authorizing expenditures and disbursements of subgrant funds.
5. As the duly authorized representative of the Subgrantee, I ensure that the Subgrantee will comply with any and all federal, state, municipal, statute, regulation, circular, policy or code regarding the use of these funds.
6. I acknowledge that a false statement in this certification may be subject to criminal prosecution, including under 18 U.S.C. §1001. I also acknowledge that Office of Justice Program grants, including certifications provided in connection with such grants, are subject to review by the Office of Justice Programs, and/or by the Department of Justice's Office of the Inspector General.
7. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

As the duly authorized representative of the applicant-subgrantee, I hereby certify that the applicant-subgrantee will comply with the above-referenced provisions.

County of Gloucester
Subgrantee

Grant # JAG 1-9-14

Signature of Authorized Official

Freeholder Director
Title (County Executive, County Manager, County Supervisor, County Board President; Mayor, Chief Executive or Village President; State Agency Head; Nonprofit Chief Executive, President, Chairperson of the Board)

Robert M. Damming
Printed Name of Authorized Official

Michelle Sturgis
Signature of Project Director

Michelle M. Sturgis
Printed Name of Project Director

Date

THE STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE

FEDERAL GRANT PROGRAM

GENERAL CONDITIONS AND ASSURANCES

Federal Assurances

1. The Subgrantee agrees that federal funds made available under this program will be used to supplement but not supplant state or local government funds.
2. The Subgrantee agrees to comply and assure the compliance of its contractors with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs, *Financial Guide* (available on the web at: <http://www.ojp.usdoj.gov/financialguide/>) (OJP Financial Guide).
3. The Subgrantee agrees to comply with all requirements imposed by the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA), Office for Victims of Crime (OVC), or Office on Violence Against Women (OVW), New Jersey Department of Law and Public Safety (L&PS), and the Division of Criminal Justice (DCJ) concerning all federal, state, municipal laws, rules, regulations, policies, guidelines, directives, and requirements (including licenses, permits and background checks) that are generally applicable to the activities in which the Subgrantee is engaged in the performance of this grant. Failure to comply with these laws, rules, regulations, and State Department of Treasury, circulars letters (State Circular), will be grounds for termination of this subaward.
4. The Subgrantee assures that it possesses legal authority to apply for the grant; that, if applicable, a resolution or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. The Subgrantee assures that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
5. The Subgrantee agrees to comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §4601 et seq., which provides for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
6. The Subgrantee agrees to comply with provisions of the Hatch Act, the federal law which limits certain political activities of employees of a state or local unit of government whose

principal employment is in connection with an activity financed in whole or in part by federal grants. 5 U.S.C. §1501-08 and §7324-26.

7. The Subgrantee understands and agrees that, in compliance with the Anti-Lobbying Act, 18 U.S.C. §1913, and with the Limitations, Exceptions and Penalties on the Use of Appropriated Funds law, 31 U.S.C. §1352, it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs (OJP).
8. The Subgrantee understands and agrees to comply with the federal Executive Order No. 12549 on Debarment and Suspension, 2 C.F.R. Part 2867 and 2 C.F.R. Part 180, and state Executive Order No. 34 (Byrne, March 17, 1976), and State Circular regarding Debarments, Suspensions & Disqualifications, OMB 93-13-GSA. Subgrantee and its subcontractors will not conduct business with ineligible firms or individuals who are considered debarred, suspended or disqualified.
9. The Subgrantee agrees to comply with the minimum wage and maximum hours provision of the Federal Fair Labor Standards Act, 29 U.S.C. §201 et seq., and the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.
10. The Subgrantee will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
11. The Subgrantee agrees to give the United States General Accounting Office, DOJ, and its agencies, Office of the Chief Financial Officer, L&PS, and DCJ through any authorized representative, access to and the right to examine all paper and electronic records, books, papers, and documents related to the grant including pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit the Subgrantee's operations. L&PS reserves the right to have access to all work papers produced in connection with audits made by the Subgrantee or independent certified public accountants, registered municipal accountants, or licensed public accountants hired by the Subgrantee to perform such audits.
12. The Subgrantee will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 U.S.C. §4321, and Executive Order No. (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. §1451 et seq. and the Coastal Barrier Resources Act, 16 U.S.C. §3501 et seq., which limits federal expenditures affecting the Coastal Barrier Resources System; (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act

of 1955, as amended, 42 U.S.C. §7401 et seq.; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 U.S.C. §300f et seq., as amended; and, (h) protection of endangered species under the Endangered Species Act of 1973, 16 U.S.C. §1531, as amended.

13. The Subgrantee agrees to comply, if applicable, with the flood insurance purchase requirements of Section 102 (1) of the Flood Disaster Protection Act of 1973, Pub. L. 93-234, 87 Stat. 975, approved December 31, 1976, §102 (a), 42 U.S.C. §4001 et seq., which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
14. The Subgrantee agrees to assist DOJ, and its agencies in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. §470; Executive Order No. 11593, the Archeological and Historical Preservation Act of 1974, 16 U.S.C. §469a-1 et seq.; and the National Environmental Policy Act of 1969, 42 U.S.C. §4321, by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying DOJ, OJP, and BJA of the existence of any such properties, and by (b) complying with all requirements established by DOJ, OJP, and BJA to avoid or mitigate adverse effects upon such properties.
15. The Subgrantee agrees to comply and assure the compliance of its contractors, with all lawful requirements imposed by DOJ, including any applicable regulations such as Title 28, Judicial Administration, Chapter I, Department of Justice: Part 18, Office of Justice Programs Hearing and Appeal Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-discrimination; Equal Employment Opportunity; Policies and Procedures; Part 46, Protection of Human Subjects and all Office of Justice Program Policies and procedures regarding the protection of Human Research Subjects, including obtaining of Institutional Review Board approval, if appropriate, and subject informed consent; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and federal laws and regulations applicable to Federal Assistance Programs; Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; and Part 70, Uniform Administrative Requirements for Grants and Agreements (including Subawards) with Institutions of Higher Education, Hospitals and Other Non-profit Organizations.
16. The Subgrantee understands that DOJ and its agencies reserve the right to unilaterally terminate this award, without penalty for a violation of the Trafficking Victims Protection Act 2000, 22 U.S.C. §7104(g), as amended. The Award Terms in 2 C.F.R. §175.15(b) are incorporated herein. Federal funding recipients or their employees may not engage in

trafficking in persons, procure a commercial sex act or used forced labor in the performance of this award.

17. Recipient will comply (and will require any Subgrantees or contractors to comply) with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); 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(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations-OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations-Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Exec. Order No. 13279 (equal protection of the laws for faith-based and community organizations); Exec. Order No. 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and neighborhood organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations-Equal Treatment for Faith-Based Organizations). 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 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; 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, 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 above.
19. The Subgrantee assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, it will forward a copy of the finding to OJP's Office for Civil Rights and DCJ.

20. The Subgrantee agrees that if required to formulate an Equal Employment Opportunity Program (EEO) in accordance with 28 C.F.R. §42.301 *et seq.*, it will maintain a current one on file, and where the proposed subgrant is for \$500,000 or more (or receives an aggregate of \$1,000,000 in federal grant funds in an 18-month period), The Subgrantee will provide a copy of the EEO to OJP's Office for Civil Rights.
21. The Subgrantee acknowledges that failure to submit an acceptable EEO (if required to submit pursuant to 28 C.F.R. §42.302), that is approved by OJP's Office for Civil Rights is a violation of its General Conditions and may result in suspension or termination of funding, until such time as the Subgrantee is in compliance.
22. The Subgrantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice (DOJ) grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Subgrantees of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the DOJ funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faithbased organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.
23. As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the recipient must take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral interpretation and written translation, where necessary. In conducting its programs and activities, the recipient is encouraged to consider the language service needs of LEP persons whom it serves or encounters. Additional assistance and information regarding LEP obligations can be found at <http://www.lep.gov>.
24. The Subgrantee agrees to comply with all reporting, data collection, and evaluation requirements, as prescribed by the DOJ, BJA and its agencies as required by L&PS and DCJ.
25. The Subgrantee agrees that DOJ, and its agencies, L&PS, and DCJ reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: the copyright in any work developed from activities supported by this grant, and any rights of copyright to which a Subgrantee purchases ownership with support. The Subgrantee agrees that L&PS reserves the right to require the Subgrantee not to publish any

work, which right shall not be exercised unreasonably. The Subgrantee assures that any publication by the Subgrantee shall include, on the title page, a standard disclaimer of responsibility by L&PS for any opinions or conclusions contained therein.

26. The Subgrantee agrees to comply with all confidentiality requirements of 42 U.S.C. §3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The Subgrantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, Section 22.23.
27. If a project is not operational within sixty (60) days of the original start date of the award period, the Subgrantee must report by letter to L&PS and DCJ of the steps taken to initiate the project, the reasons for the delay, and the expected start date. If a project is not operational within ninety (90) days of the original start date of the award period, the Subgrantee must submit a second statement to L&PS and DCJ explaining the implementation delay. Upon receipt of the 90-day letter, L&PS and DCJ may cancel the project and request the federal agency approval to redistribute the funds to other project areas. L&PS and DCJ may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subaward files and records must so note the extension.
28. Subgrantee agrees, to the greatest extent practicable, that all equipment and products purchased with grant funds should be American made.
29. Pursuant to 23 U.S.C. §§402-403, and 29 U.S.C. §668, each recipient agency of Federal contracts, subcontracts and grants shall encourage adoption and enforcement of on-the-job seat belt policies and programs for its employees, contractors, and subrecipients when operating company-owned, rented or personally owned vehicles.
30. Organizations funded under this federal grant program must agree to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility form (I-9). This form is to be used by the recipient of Federal Funds to verify that persons employed by the recipient are eligible to work in the United States.
31. The Subgrantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award and civil and/or criminal penalties, including under the federal False Claims Act, 31 U.S.C. §§3729-33, and under the New Jersey False Claims Act, N.J.S.A. 2A: 32C-3.
32. The Subgrantee must promptly refer to DOJ OIG any credible evidence that a principal, employee, agent, contractor, Subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity,

or similar misconduct involving grant funds. Potential fraud, waste, abuse, or misconduct should be reported to OIG by:

mail: Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W., Room 4706
Washington, D.C. 20530
For additional information visit DOJ OIG's website at www.justice.gov/oig.

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 \$81.25 per hour or \$650 per 8-hour day, compensation for all consultants and speakers will comply with the OJP Financial Guide, Cost Requiring Approval, the name of the consultant/speaker, title of discussion, and hourly daily rates of the consultant/speaker will be maintained in the official grant file, and, for any rate that exceeds \$650 per day the Subgrantee will receive written approval from DCJ.

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.

State Conditions

41. 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.
42. 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.
43. 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.

44. 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.
45. If applicable, the Subgrantee agrees that it will deposit advances of state grants in interest bearing accounts.
46. 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.
47. 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.
48. 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.
49. 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.

50. 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.
51. 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.
52. 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.
53. 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.
54. 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.
55. 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.
56. 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.
57. 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.
58. 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.

59. 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.
60. 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.

61. 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.
62. 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.
63. 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.
64. 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.
65. 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.
66. 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.
67. 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.
68. 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.
69. 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.
70. 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.
71. The Subgrantee's subcontractors, instructors, and consultants must maintain Public Works Contractor Registration with the Department of Labor and Workforce Development, as required by N.J.S.A. 34:11-56.48 et seq.

CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the State of New Jersey Grant Program, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the provisions of the federal grant program and all other applicable federal and state laws, regulations, and guidelines.

County of Gloucester

Grant # JAG 1-9-14

Subgrantee

Freeholder Director

Signature of Authorized Official

Title (County Executive, County Manager, County Supervisor, County Board President; Mayor, Chief Executive or Village President; State Agency Head; Nonprofit Chief Executive, President, Chairperson of the Board)

Robert M. Damming

Printed Name of Authorized Official

Date

**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:

JAG 1-9-14 / Megan's Law and Local Law Enforcement Assistance Program

3. Grantee IRS/Vendor Number 216000660

4. Type/Print Name and Title of Authorized Representative

Robert M. Damminger, Freeholder Director

5. Signature

6. Date

OJP FORM 4061/6 (3-91) REPLACES OJP FORMS 4061/2, 4061/3 AND 4061/4 WHICH ARE OBSOLETE.
OFFICE OF JUSTICE PROGRAMS BJA NIJ OJDP BJS OVC

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE

SAMPLE
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 \$ 7,764 with a match of \$ 0 (if applicable) for an approximate project total cost of \$ 7,764 for a project under the State of New Jersey Megan's Law
Fill In Name of Program
Grant Program, and

WHEREAS, the County of Gloucester has reviewed the
Applicant's Governing Body/Board of Directors

accompanying application and has approved said request, and

WHEREAS, the project is a joint effort between the Department of Law and Public Safety and County of Gloucester for the purpose described in the application;
Applicant's Unit of Government/Non Profit Organization

THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders that
Applicant's Governing Body/Board of Directors

1. As a matter of public policy County of Gloucester wishes to
Applicant's Unit of Government/Non Profit Organization
participate to the fullest extent possible with the Department of Law and Public Safety.
2. The Attorney General will receive funds on behalf of the applicant.
3. The Division of Criminal Justice shall be responsible for the receipt and review of the applications for said funds.
4. The Division of Criminal Justice shall initiate allocations to each applicant as authorized.

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE

SAMPLE

CERTIFICATION OF RECORDING OFFICER

This is to certify that the foregoing Resolution is a true and correct copy of a resolution which was duly and regularly introduced and finally adopted at the meeting of the Gloucester County Board of Chosen Freeholders held on the Applicant's Governing Body/Board of Directors _____ day of _____, 20____ and duly recorded in my office; that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and that I am duly authorized to execute this certificate.

DATED this _____ day of _____, 20____

SEAL

_____ Signature of Certifying Officer	Clerk of the Board _____ Title of Certifying Officer/ Chairperson, Board of Directors
Chad M. Bruner _____ Name of Certifying Officer	

[Rev'd 01/2013]

Federal Financial Accountability and Transparency Act Information Form

To be completed by Subrecipient:

1. Agency Name: County of Gloucester
2. City: Woodbury 3. State: NJ 4. Zip + 4: 08096-4606
(www.usps.com/zip4/)
5. Congressional District (Agency main office) (2 digits) (01 - 13): 01 6. County: Gloucester
(<http://www.govtrack.us/congress/findyourreps.xpd>)
7. DUNS number (<http://www.dnb.com/us/>) (9 digits): 957362247

8. Location of Primary Place of Performance of Project (if different than above). Enter the **ONE** location and corresponding congressional district where the majority of work is completed. (State wide is not acceptable):

City: _____ State: _____ Zip + 4 _____

Congressional District (2 digits) (01 - 13): _____ County: _____

9. Central Contractor Registration Completed (<http://www.ccr.gov/>): Yes: _____ No: _____

If No, please explain: _____

10. The names and total compensation of the five most highly compensated officers of the entity (and parent if owned by another entity) if: (i) the entity in the preceding fiscal year received, (a) 80 percent or more of its annual gross revenues in Federal awards; and (b) \$25,000,000 or more in annual gross revenues from Federal awards; and (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986. (<http://www.cgsh.com/cgsh/SECDeterminationofNamedExecutiveOfficers.pdf>)

<u>Officer Name</u>	<u>Total Compensation</u>
#1 _____	_____
#2 _____	_____
#3 _____	_____
#4 _____	_____
#5 _____	_____

11. Signature of Agency Representative: 

To be completed by Division/SubGrantor:

1. Amount of Award: _____ 2. Federal: _____ 3. Match or State Share: _____
4. Award Title: _____
5. Award Number: _____
6. Transaction Type: _____ 7. CFDA Number: _____
8. Program Source: _____

(F-4)

RESOLUTION AUTHORIZING THE REVISED GRANT PERIOD FOR THE STATE OF NEW JERSEY, DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE, OFFICE OF VICTIM-WITNESS ADVOCACY FOR THE VICTIMS OF CRIME PROGRAM GRANT

WHEREAS, the Gloucester County Prosecutor's Office adopted a Resolution on November 24, 2015 for the services by the Gloucester County Prosecutor's Office as part of the Victims of Crime Act Program. The grantor has requested the grant period be revised to July 7, 2015 to July 6, 2016; and

WHEREAS, the Gloucester County Prosecutor recommends the execution of a grant application to said agency for grant funds partially pays for salaries for employees of the Gloucester County Prosecutor's Office Victim/Witness Unit, which provides services mandated by the New Jersey Crime Victim's Bill of Rights under N.J.S.A. 52:4B-36 for victims of violent crime in Gloucester County; and

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

WHEREAS, the Gloucester County Board of Chosen Freeholders acknowledges that the grant funds to be request for grant program **VWAFPS3-08** is \$191,448.00, with matching funds in the amount of \$47,862.00, for a total amount of \$239,310.00 from July 7, 2015 to July 6, 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 grant funds for the Victim and Witness Advocacy Fund Supplemental Grant Program (VOCA), to be used by the Gloucester County Prosecutor's Office.
2. The Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any additional assurances as may be required, including a certified copy of this resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 3, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

6-1

RESOLUTION AUTHORIZING STATE AREA PLAN GRANT CONTRACTS WITH VARIOUS ENTITIES FROM JANUARY 1, 2016 TO DECEMBER 31, 2016

WHEREAS, the County has determined that it is necessary and appropriate to provide various services through its Division of Senior Services for seniors in the County age sixty (60) or older to address various needs of the senior population in the County, and by Resolution dated June 27, 2001, authorized the use of competitive contracting in order to solicit proposals for various programs for seniors; and

WHEREAS, the majority of the funds provided for the contracts are State Area Plan Grant funds, the amounts of which are listed herein; and

WHEREAS, the County has requested proposals from interested providers through RFP 16-040, consistent with the terms and provisions of N.J.S.A. 40A:11-4.1A, and N.J.A.C. 5:34-4.1; and

WHEREAS, the County's Purchasing Director has, consistent with the applicable statutes, prepared a Request for Proposals Evaluation Report dated August 28, 2015, and delivered that report to the County's Board of Chosen Freeholders (hereinafter the "Report"); and

WHEREAS, the Report provides an analysis of the proposals received from the agencies and/or entities that submitted same, and recommends the awards of contracts as follows:

- **Glassboro Housing Authority** for the provision of the Housekeeping for GHA Residents Program (#036) so that housekeeping and chore services are available to the senior population within the County in an amount not to exceed \$52,194.00 (Grant Funds: \$52,094.00 (III B); Estimated Client Donation: \$100.00).
- **Visiting Nurse and Hospice Services, Inc.** to provide skilled nursing services through the Certified Home Health Aide Program (#072), in an amount not to exceed \$70,100.00 (Grant Funds: \$56,000 (SSBG); Local Private Match: \$14,000; Estimated Client Donations: \$100.00).
- **South Jersey Legal Services, Inc.** to provide a Legal Services Program (#004) for seniors in an amount not to exceed \$16,540.00 (Grant Funds: \$15,000 (III B); Local Private Match: \$1,440; Estimated Client Donations: \$100.00).
- **Gloucester County Department of Health and Human Services, Division of Human and Disability Services** 115 Budd Boulevard, West Deptford, N.J. 08096, for the provision of the Blind/Visually Impaired Program (#070) in an amount not to exceed \$49,000.00 (Grant Funds \$36,600 (SSBG); Local Public Match \$12,200; Estimated Client Donations \$200);
- **Gloucester County Division of Social Services**, for the provision of the Adult Protective Services Program (#065) in an amount not to exceed \$139,526.00 (Grant Funds \$137,056 (APS); Local Public Match \$2,470);
- **Rowan College at Gloucester County** for the provision of the Friendly Visitor Focusing on Reading and Writing Program (#081) in an amount not to exceed \$5,620.00 (Grant Funds: \$2,500 (III B); Local Public Match: \$3,020; Estimated Client Donations: \$100.00).
- **Rowan College at Gloucester County** for the provision of the Assistance to RSVP Senior Corps/Community Service Corps (#034) in an amount not to exceed \$7,320.00 (Grant Funds: \$4,300 (III B); Local Public Match: \$2,920; Estimated Client Donations: \$100.00).

WHEREAS, the Contracts shall be for the period commencing January 1, 2016 and concluding December 31, 2016, and shall be contingent upon grant funding under the Area Plan Grant awarded by the State of New Jersey Department of Human Services Division of Aging Services for the year 2016; and

WHEREAS, the Contracts shall be for estimated units of service and are open-ended; which does not obligate the County to make any purchases; and, therefore, no Certificate of Availability of Funds are required at this time.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director be and is hereby authorized to execute, and the Clerk of the Board be and is hereby authorized to attest to, the Area Plan Grant contracts as hereinabove described for the period January 1, 2016 to December 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; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 3, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER
ADMINISTRATOR/ CLERK OF THE BOARD

G-2

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO
CONTRACT WITH GLASSBORO PUBLIC SCHOOLS**

WHEREAS, the County of Gloucester has a need to offer programs within the schools for the citizens and youths of Gloucester County; and

WHEREAS, the Gloucester County Department of Human Services has recommended that said services be provided by Glassboro Public Schools, Thomas Bowe Elementary School with offices at 7 Ruth Mancuso Lane, Glassboro, New Jersey 08028, for the total contract amount of \$21,000.00 per year, from January 1, 2015 to December 31, 2019; and

WHEREAS, the County awarded a contract to Glassboro Public Schools, Thomas Bowe Elementary School on January 15, 2015 and due to similar programs at the school, the school was not able to meet the grant requirements; and

WHEREAS, the Glassboro Public Schools submitted a request to redirect the funding from Thomas Bowe Elementary School to Dorothy L. Bullock School for a STEAM (Science/Technology/Engineering/Art/Mathematics) for the total contract amount of \$21,000.00 per year from January 1, 2016 to December 31, 2019, the remainder of the original term.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of amendment to contract with Glassboro Public Schools for the provision of the STEAM (Science/Technology/Engineering/Art/Mathematics) at the Dorothy L. Bullock School, for a total contract amount of \$21,000.00 per year, from January 1, 2016 to December 31, 2019; and

BE IT FURTHER RESOLVED, pursuant to the grant requirements set forth by the Juvenile Justice Commission, the remainder of the 2015 grant funds should be redirected by Glassboro Public Schools to the Dorothy L. Bullock School to expend within the timeframe set forth in the grant requirements; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, February 3, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT DAMMINGER, DIRECTOR

ATTEST:

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

**AMENDMENT TO CONTRACT BETWEEN
GLASSBORO PUBLIC SCHOOLS
AND
COUNTY OF GLOUCESTER**

62

THIS is an amendment to a contract entered into on the 15th day of January, 2016, by and between Glassboro Public Schools and the County of Gloucester.

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

The Contract is amended to redirect funding from the Thomas Bowe Elementary School to the Dorothy L. Bullock School.

Whereas, a Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made or services being rendered pursuant to the within agreement, 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 from the County budget from which said funds will be paid.

The Dorothy L. Bullock School will provide services through the STEAM (Science/Technology/Engineering/Art/Mathematics. Program proposal attached hereto.

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

THIS ADDENDUM is effective as of the 3rd day of February, 2016.

ATTEST:

COUNTY OF GLOUCESTER

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

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

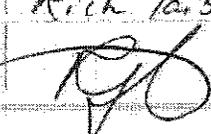
GLASSBORO PUBLIC SCHOOLS

By:
Title:

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"Attachment B"

COUNTY OF GLOUCESTER
YOUTH SERVICES COMMISSION, DEPARTMENT OF HEALTH & HUMAN SERVICES
2015 Application for the State Community Partnership Grant (YSC)

Service Category Applying For	Partnership / Prevention Programming		
Incorporate Name of Applicant	Dorothy L. Bullock School - Glassboro Public Schools		
Type:	<input checked="" type="checkbox"/> Public School	<input type="checkbox"/> Local government	<input type="checkbox"/> Non-Profit
Federal I.D. Number:			
Address of Applicant:	370 East New Street		
	Glassboro, NJ 08028		
Address of Service(s):	Same as above		
Contact Person and Phone #:	Rich Taibi, Principal, 856-652-2700 x4105		
Total Dollar Amount Requested:	\$21,000.00		
Total Number of Unduplicated Clients to be Served:	30		
Email address of contact person (required):	rtaibi@glassboroschools.us		
Brief Description of Proposed Services:	After school program for boys and girls in grades 1, 2, 3		
Authorized Voucher Signature: Name/Title	Rich Taibi, Principal		
Signature:			

PROGRAM DESCRIPTION – NARRATIVE SECTION

Please complete the Program Description Section by answering each of the elements listed. There is a "table" under each section. Add additional sheets as needed. Be sure to keep the number of the elements in the sequence outlined below as the score sheet is organized by this information.

I PROJECT/PROGRAM DESCRIPTION:

A.) Agency Overview

1. Briefly describe the philosophy/mission of the agency Include information on its incorporation date and status.

The Dorothy L. Bullock School strives to be a diverse community built on mutual trust and respect. Our school endeavors to share responsibility for the education of each child by fostering open lines of communication between parents, teachers, and students, in a safe and nurturing environment. Each child will grow academically, socially, and emotionally by celebrating accomplishments, considering other perspectives, and cultivating self-esteem. At the Bullock School, we value growth that evolves from inquiry, problem solving, and perseverance. We envision children who will become responsible citizens within the community, country, and world.

The Bullock School's mission is to foster student achievement that considers and encompasses the concept of the "whole child". To that end, student achievement relies upon a hierarchy of support, guidance, and instruction aimed at facilitating a student's social, emotional, and academic growth as determined by observable and measurable outcomes.

- EMOTIONAL: aptitude, attitude, and skills to lead responsible, fulfilling, and respectful lives.
- SOCIAL: attributes that contribute to an effective and productive community and the common good of all.
- ACADEMICS: knowledge and skills to be successful in school and life.

The Bullock School believes that the child is a continuum and that student achievement is just that, one student taking another step towards his or her social, emotional, and academic potential.

2. Describe the agency's experience working with juveniles involved or at risk of involvement in Family Court and/or programs to prevent delinquency.

The Bullock School implements a Schoolwide PBS. Positive Behavior Support is a function-based approach to eliminate challenging behaviors and replace them with pro-social skills. This program has helped to alleviate some of the challenging behaviors that lead to loss of instructional time and suspensions. Additionally we are currently working with Golden Gate, INC to provide summer programming in the neighboring housing projects to provide a safe and fun summer learning environment.

3. Describe staff's level of knowledge and understanding of juvenile delinquency and familiarity with the processing of juvenile delinquency cases in Family Court.

This knowledge is very limited. Our School Resource Officers have made themselves available to us to address any issues that arise. Glassboro Public Schools will be welcoming Dr. J.W. Jackson III (author of Don't Kick Them Out) to our district as a keynote speaker for our staff. He will be talking about addressing minority and "at risk" student needs along with how our programming and procedures affect the juvenile delinquency system.

B) Specific Project/Program

Describe the service component for requested funds.

Bullock's Bulldog Buddies STEAM Team (Science/Technology/Engineering/Art/Mathematics) will incorporate these aspects with character education, community & our newly constructed Bullock Garden (<http://www.glassboroschools.us/domain/575>). Activities will consist of pro-social, emotional and life coaching support for our at-risk population, grades 1 through 3 along with building deeper school/community connections through art, technology & our garden. The requested funds will provide for transportation, snacks, supervision, guest speakers/instructors and materials.

C) Rationale/Mission of Project/Program

Describe the need that is being addressed, the methods/ modalities to implement the program design and how it meets need(s) identified in the Gloucester County Comprehensive Youth Services Plan 2012-2014 (the Plan should be available off the Gloucester County web site from the Human Services Department's Youth Division).

According to the Gloucester County Comprehensive Youth Services Plan 2012-2014, *"unsupervised youth are most at-risk after school. Not only is child care needed, but positive activities to enhance protective social and life skills are needed. A safe place for academic and emotional support is vital for healthy development"*.

The Bulldog Buddies STEAM Team will participate in activities that will provide students with social and emotional outlets that will help them to gain success and confidence. The Bullock staff believes that young people who have the proper support systems in place throughout all stages in their human development will be solid, healthy, productive, and well-rounded individuals who give back and sustain their community. The program provides caring adults from within the school and community that will life coach and encourage students to achieve more. The Bulldog Buddies STEAM Team coaches will develop activities that will help students to build self-esteem, work through socialization challenges, and establish peer/community connections through art, technology and our garden. The students will participate in a variety of activities within this program, all of which will support our Schoolwide PBS mantra: *Take care of yourself, your friends & your school.*

D) Cultural issues in the program design

Describe capability of this project to meet the cultural needs of clients to be served.

The Bulldog Buddies STEAM Team will be provided with an environment that acknowledges the value and diversity of our students. Through the program activities, we will help students to address issues, build confidence, acknowledge and celebrate differences, and build community relationships.

E) Goals, Objectives and Program Evaluation

Using the Attachment C Program Profile form, outline the purpose of the project/program design and identify quantifiable goals, objectives and outcomes and evaluation methods.

- 1. What are the short-term goals and outcomes of this program and how will they be measured?

Our short term goals

- To provide a safe afterschool outlet
- Increase positive student-student and student-adult interactions
- Have students regularly attend the program
- Decrease amount of behavioral referrals during the school day

2. What are the intermediate goals and outcomes of this program and how will they be measured?

Our intermediate goals

- To provide a safe afterschool outlet
- Increase positive students to student and student to adult interactions
- Have students regularly attend the program
- Decrease amount of behavioral referrals during the school day

3. What are the long-term goals and outcomes of this program and how will they be measured?

The desired outcome is for all students to have a group of adult life coaches, to have a safe place for social and emotional outlets, and to motivate students to dream big, stay out of trouble & establish a sense of ownership of our garden & community. After continuous Bulldog Buddies STEAM Team sessions, students will have interacted with appropriate role models who will teach good decision-making and model positive social interactions. Along with consistent coaching, students will also gain a stable environment that will provide fun and support.

The long-term goals

- To expand the program and increase the number of students supported
- Monitor student attendance during this afterschool program to ensure that the selected students are participating
- Decrease students behavioral referrals and suspensions
- Decrease loss of instructional time because of misbehaviors
- Survey the students on the interest of activities offered and application of skills learned through life coaches.
- Establish community connections with Golden Gate, INC, the Boys & Girls Club, the Glassboro Board of Education & the Bullock faculty.

F. JUSTIFICATION

1. What data supports funding this program or service?

Gloucester County Juvenile Detention Statistics for 2011 – March, 2015 show Glassboro in the top five identified “residences” for kids detained. Municipal arrest data (2012) shows that 70% of the youth arrested in Glassboro are minorities. Minorities represent 39% of the population of the town. Disproportionate minority contact is therefore a serious issue. School data shows a high percentage of minority male youth being suspended for behavioral issues.

Life coach programs help young people by providing supports for them beyond classroom and home. The program also gives students an opportunity to work with peers and adults who share common goals and understandings. The activities provide alternative paths for students to engage in, at times keeping them off streets and away from negative influences that they confront when left unsupervised for long stretches of time.

Students who regularly meet with their coaches are 52% less likely than their peers to skip a day of school and 37% less likely to skip a class (Public/Private Venture Study Of Big Brothers Big Sisters). Students who meet regularly with their adult life coaches are 46% less likely than their peers to start using illegal drugs and 27% less likely to start drinking. (Public/Private Venture Study Of Big Brothers Big Sisters).

Adult role models / life coaches help young people relate to all kinds of people and help them strengthen communication skills, which are essential in life. Most of all, our team will offer hope where there was little or none before, inspire young people to greater purposes, improve their self-esteem, and help them along stable pathways that help chart their future.

2. Why is this program important to youth?

At risk youth, especially those who are involved in Family Court may not have the resources that most individuals need to succeed through life. Life skills and support are extremely important in the development of youth into adulthood. The Bulldog Buddies STEAM Team coaches will teach problem solving techniques, accompanied by team building skills with the end result being that of gaining independence.

3. Why is this program important to the community?

The students will know how to create meaningful relationships. Participation in The Bulldog Buddies STEAM Team will allow students to be exposed to problem solving techniques, which are essential for everyday life. Students who complete this program will be more likely to finish high school and have an interest in college; which will be a positive attribute to the community by having more college and job ready individuals. The Bulldog Buddies STEAM Team Coaches will teach and encourage lifelong skills that will surpass the school walls. Positive interactions founded in the philosophy of helping one another and being helped will benefit the students, but in the long run benefit those in their lives in the community.

II. PROJECT/PROGRAM ADMINISTRATION / STAFFING

A) Detail the supervision lines of this project/program in relationship to overall agency operation.

Mr. Richard J. Taibi, Bullock School's Principal, will be overseeing the program and approve participants through collaborative sessions with the STEAM Coaches. Bullock School teachers will oversee the individual programs and will provide supervision during the workshops provided by outside agencies.

B) Include organizational chart (with personnel and positions completed)

Rich Taibi – Principal
Amanda Brice, Counselor – Character Ed Programming
Katie Evans, Teacher – Character Ed Programming
Sonya Harris, Teacher – Garden Programming
Dionne Young, Teacher – Technology Programming
Bernadette Perry, Teacher – Art Programming
Kim Tursi, Teacher – Music Programming
Valerie Robinson, Golden Gate INC – Community Liaison

C) Identify dedicated staff and their respective functions to implement this program. Identify staff supervision, reporting structure and who is responsible for each program component.

Rich Taibi – Principal

Amanda Brice, Counselor – Character Ed Programming

Katie Evans, Teacher – Character Ed Programming

Sonya Harris, Teacher – Garden Programming

Dionne Young, Teacher – Technology Programming

Bernadette Perry, Teacher – Art Programming

Kim Tursi, Teacher – Music Programming

Valerie Robinson, Golden Gate INC – Community Liaison

D) Provide job descriptions and resumes of staff indicating their qualifications, i.e. experience and capabilities.

All faculty coaches hold a NJ Teaching License. They are all full time teachers at the Dorothy L. Bullock School and deal with students in grades 1 through 3 regularly. These teachers are familiar with dealing with students with disabilities, including those with IEP's and 504's.

E) Describe policy for staff growth and development in addition to evaluation of staff performance.

All teachers in NJ are required to accumulate a minimum of 20 hours of professional development each year. In addition, each teacher is formally evaluated at least 3 times during a school year in the areas of planning and preparation, classroom management, instruction, and professional responsibilities.

F) Is your staff required to undergo a criminal background check prior to employment?

All teachers in Glassboro Public Schools have undergone a successful criminal background check as a requirement for employment.

III. PROJECT DURATION:

A) Identify program funding period.

October 1, 2015 – June 17, 2016

B) Complete attached Implementation Timeline chart. – See page 13

C) Specify whether the program anticipates a startup delay.

There will be a brief start up delay as students are chosen for participation. After initial paperwork is submitted, students will be notified within a week regarding participation.

IV. TARGET POPULATION/ELIGIBILITY:

A) Describe who will be served (including age, gender, etc.) Discuss limitations (if any) of program to accept referrals-is this a "no eject, no reject" program?

The Bulldog Buddies STEAM Team will service students who have been identified by teachers or administrators as at risk for behavioral and social reasons. We will do everything in our power to incorporate all of the students who are recommended as the budget permits. No students will be removed or ejected from this program.

B) List eligibility criteria.

The students accepted must be recommended by teacher or administrator based on behavior and negative social interactions with peers.

C) Describe geographic service area for this project/program.

The Bulldog Buddies STEAM Team will consist of students attending the Dorothy L. Bullock School in Glassboro, NJ in Gloucester County.

V. ADMISSION CRITERIA:

A) Describe referral/enrollment process and include client's initial financial obligation, if any (e.g. deposit needed for evaluation, then returned at time of appointment).

There is no financial obligation for this program. Students who are referred by teachers and administrators will be accepted.

B) Describe maintenance of a waiting list.

In the event that too many students are recommended for the program, the School Principal will maintain a updated waiting list. If a student no longer wishes to participate in the program or transfers to another school district, the principal will select a student from the waiting list to fill that spot.

C) Describe method for prioritization of intake requests.

In the event that too many students are recommended for the program, the School Principal will maintain a updated waiting list. If a student no longer wishes to participate in the program or transfers to another school district, the principal will select a student from the waiting list to fill that spot.

D) What is the anticipated length of time from referral to acceptance/ admission?

Once all of the referrals had been accepted, the students will be notified within a week.

E) Attach reports/forms/documents needed for referral/admission - if an evaluation instrument is used as part of the intake process, please specify, and include rationale for its use. (e.g. industry standard, best practice, etc)

Admission into the program will be based on our 2015-16 Office Discipline Referrals (ODR's). We will be utilizing this program to service our Tier 2 (2-5 ODR's) & Tier 3 (5+ ODR's) population. Teacher referrals will also be accepted once the school year begins. Our goal is to service at least ten students/grade level.

VI. HOURS OF SERVICE/PROGRAM ACCESSIBILITY:

A) Specify location of program and hours of service provision.

Dorothy L. Bullock School
370 East New Street
Glassboro, NJ 08028

The program will run from 2:45 to 5:45 on scheduled days.

B) Indicate whether the program has an after school and summer component

The Bulldog Buddies STEAM Team will meet after school on scheduled days, but will not take place during the summer months.

C) Explain accessibility for target population, including availability of transportation.

The Bulldog Buddies STEAM Team will be accessible for all members of the target population, and transportation will be provided as a part of the grant.

D) Identify barriers to access.

There are no barriers to access.

E) Describe how applicant would accommodate persons with disabilities.

As with our students during the school day, all accommodations identified in a student's IEP or 504 Plan will be followed.

F) List program service days/holiday schedule on attached Calendar of Service Days chart.

Will provide district calendar for specifics.

VII. LEVEL OF SERVICE:

A) What is the definition of Unit of Service?

The unit of service is one after school session. The Bulldog Buddies STEAM Team will meet for 5 to 8 sessions per month. Each session will be approximately 1 hour, 15 minutes after the school day.

B) What is the expected Level of Service (LOS) for each unit?

Each student will receive the same level of service. The student / coach ratio will be approximately 15:1.

C) What is the direct LOS (hours of service to the client)?

The Bulldog Buddies STEAM Team will meet for 5 to 8 sessions per month. Each session will be approximately 1 hour, 15 minutes after the school day.

D) What is the indirect LOS (hours of activity for and about the client)?

NA

E) Indicate the number of unduplicated juveniles/families to be served.

Thirty students will be serviced through this program.

F) Specify the Unit of Service Cost.

Approximately \$254

G) Will a sliding scale for services be used in serving clients, and if so, who will decide this and how will this be determined?

Students will not be charged.

VIII. DATA COLLECTION

A) Describe client record keeping system.

Attendance will be taken at the beginning of each session. We will monitor student progress through discipline referrals, suspensions, and social issues as reported by the school counselor.

B) Describe client data to be recorded, the use of the data by the applicant, the means of maintaining confidentiality of client records, and the retention schedule.

All student records are confidential and will be maintained within the students file (except for program attendance).

C) Describe how your agency will address the mandatory requirements of the Juvenile Automated Management System (JAMS) for online reporting including intake/discharge and quarterly reporting.

NA

IX. CLIENT SERVICE PLANNING:

A) Describe how a plan will be developed to meet needs of youth from time of admission to discharge.

NA

B) Describe the outreach to the youth's parent(s)/guardian(s) and how they will be involved in the program

The parents will receive a letter describing the Bulldog Buddies STEAM Team Program and inviting their child to enroll.

C) What are the timeframes for evaluating the status of the plan?

The program will be evaluated for student interest and the effectiveness of the lifeskills coaching program on student behavior and socialization in June of 2016.

D) Specify staff responsible for the plan.

Rich Talbi, Sonya Harris

E) Describe applicants established linkages with community resources that include juvenile justice, family court, children's mental health services, adolescent substance abuse treatment, child protection, schools and law enforcement in Gloucester County.

The Dorothy L. Bullock Elementary School is a public school in Gloucester County and has reached out to the following resources as needed to benefit our students:
Glassboro Police Department, DCP&P, the Glassboro Municipal Court System for truancy, the Boys & Girls Club, Nutri-serve Food Services & Golden Gate INC.

F) Provide detailed information on any services requested under the consultant line item in budget section.

NA

X. DISCHARGE PLANNING/PROGRAM COMPLETION:

A) Describe the procedure for discharge/program completion.

The students will remain in the program until they are promoted to the 4th grade at the Thomas E. Bowe School.

B) Specify the criteria for a positive discharge/program completion.

NA

C) Specify the criteria for a negative discharge/program non-completion and follow-up to referral sources.

NA

D) Identify the staff responsible for discharge planning.

NA

XI. AFTERCARE / TRANSITIONAL SERVICES / TRACKING / FOLLOW UP:

A) Describe the project's role in aftercare planning / transitional services for when the youth is discharged.

NA

B) Describe the system for tracking / collection of follow-up data and timeframes.

Student discipline and referral and suspension reports, attendance reports, and social skills counseling report will be submitted to the principal for monthly monitoring.

C) Will follow-up data be used in program evaluation?

Yes.

**GLOUCESTER COUNTY * YOUTH SERVICES COMMISSION
DEPARTMENT OF HUMAN SERVICES
CALENDAR OF SERVICE DAYS**

Service will be provided as follows: (fill in times)

Site Location: Bullock Elementary School , Glassboro, NJ

SUNDAY _____ MONDAY _____ TUESDAY X

WEDNESDAY _____ THURSDAY X FRIDAY _____

SATURDAY _____

Emergency Provisions: Emergency forms will be submitted by each participant. These will specify individual medical needs as well as provide emergency contact information.

Holiday Schedule - Service will not be provided on the following:

<u>Occasion</u>	<u>Dates</u>
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PROGRAM IMPLEMENTATION TIMELINE

The Program/Project Implementation Timeline is an outline of the known tasks, which must be completed by the dates indicated in order to remain in programmatic compliance with the contract.

Fall 2015: Programming Development & Student Selection. Programming is expected to begin in Oct.
Winter 2016: Evaluate program activities, interest & effectiveness
Spring 2016: Evaluate program activities, interest & effectiveness
Fall 2016: Accept incoming 1 st Grade students
Bi-Monthly Data Review (Sept 2015-June 2016): Office Discipline Referral date review
Monthly Data Review (Sept 2015-June 2016): ELA & Math data review to determine academic impact of programming.

** Funds may not be "carried over" into the next year without express written permission from the County of Gloucester.

Attach Resumes if available

Attachment C * Budget
COUNTY OF GLOUCESTER * YOUTH SERVICES COMMISSION
* DEPARTMENT OF HUMAN SERVICES
YSC 2015 APPLICATION

Cover Sheet

Please complete the Budget Section in the sequence outlined below.

- I. BUDGET EXPENSE SUMMARY
- II. BUDGET JUSTIFICATION
- III. BUDGET EXPENSE DETAIL PERSONNEL
- IV. BUDGET EXPENSE DETAIL OTHER THAN PERSONNEL
- V. COST OF EQUIPMENT
- VI. RELATED ORGANIZATION/ SUBCONTRACTEES/ CONSULTANTS
- VII. REVENUE
- VIII. ADDITIONAL BUDGET QUESTIONS

Gloucester County Youth Services Commission /
Department of Human Services

I. BUDGET EXPENSE SUMMARY

AGENCY NAME: Dorothy L. Bullock School **TIME-FRAME** 9/1/15 -6/17/16

BUDGET CATEGORY	STATE / COMMUNITY PARTNERSHIP GRANT (SCPG)
PERSONNEL A. Salary B. Fringe	16,000.00
B. Consultant / Professional Fees	N/A
C. Materials / Supplies	5,000.00
D. Facility Costs	0
E. Specific Assistance to Clients (transportation)	0
F. Other (snacks)	0
G. GEN. & ADM. (G&A) Cost Allocation	0
H. Total Operating Costs	21,000
I. Equipment	0
J. Total Costs	21,000
K. Revenue (Deduct)	0
L. Funding Request	21,000

II. BUDGET JUSTIFICATION

(Explain Categories A through G and I as needed)

A) Personnel

Our staff members, who will run the activities or who will assist with supervision during activities provided by outside agencies or consultants, will be paid per session (\$36 per session).

B) Consultant

n/a

C) Material / Supplies

These will be determined by each activity advisor and approved by the building principal.

D) Facility

There is no cost to utilize the school.

E) Client Assistance

F) Other

G) General & Administrative

There are no administrative costs involved.

H) Equipment

This is to be determined by each activity advisor and approved by the building principal.

**COUNTY OF GLOUCESTER * YOUTH SERVICES COMMISSION
DEPARTMENT OF HUMAN SERVICES**

III. BUDGET EXPENSE DETAIL - PERSONNEL

AGENCY NAME: Thomas E. Bowe School TIME-FRAME 1/1/15 -12/31/15

If you need another row, just go to the last cell in the table and press "tab"

Rich Taibi - Principal
Amanda Brice, Counselor - Character Ed Programming
Katie Evans, Teacher - Character Ed Programming
Sonya Harris, Teacher - Garden Programming
Dionne Young, Teacher - Technology Programming
Bernadette Perry, Teacher - Art Programming
Valerie Robinson, Golden Gate INC - Community Liaison

PERSONNEL Position & title name of employee	DATE EMPLOYED	HRS/ MONTH	COMBINED TOTAL	SCPG
Amanda Brice, Counselor	9/1/15 to 6/17/2016	16 <i>per month</i>	\$576/staff member	This will vary depending on days of sessions per month.
Katie Evans, Teacher				This will vary depending on days of sessions per month.
Sonya Harris, Teacher				This will vary depending on days of sessions per month.
Dionne Young, Teacher				This will vary depending on days of sessions per month.
Bernadette Perry, Teacher				This will vary depending on days of sessions per month.

IV. BUDGET EXPENSE DETAIL - OTHER THAN PERSONNEL

Specify the budget category line item	Itemization of cost	Combined Total	SCPG	Family Court	Other please specify
n/a tbd					

V. COST OF EQUIPMENT

Item Type & description	Itemization of Cost	Combined Total	SCPG	Family Court	Other please specify
n/a tbd					

VI. RELATED ORGANIZATION / SUBCONTRACTEES / CONSULTANTS

Name & address of related organizations	Types of services: facilitates and/or supplies furnished by the related	Explain relationship	Cost	Name of program and column charged

n/a	organization			
-----	--------------	--	--	--

VII. REVENUE (Use Only If Applicable)

Please indicate the sources of revenue in the columns below

Description	Total	Source	Source	Source
n/a				

VIII. ADDITIONAL BUDGET QUESTIONS

1. Describe the agency's ability to manage the fiscal aspects of the program / project.

An account will be set up through the District's Business Office. All payroll and spending will be documented through receipts and time sheets. These will be approved by the building principal and will be submitted to the Accounting Supervisor for payment.

2. Indicate the resources, space, facilities and equipment available to the program/project.

The Dorothy L. Bullock School's cafeteria and gym will be used to house the whole group activities. Individual classrooms will be used to accommodate smaller group activities, including: art, technology & garden/community planning.

3. Specify the ratio of general and administrative costs to total costs.

There will be no administrative costs related to this program.

4. Describe the agency's fiscal commitment to the proposed program/project.

We intend to commit to this program for the entire year, and we look forward to applying for this grant for the maximum years possible.

**PROGRAM PROFILE
CY 2016**

A Program Profile must be completed for *each* proposed program and/or service to be funded with State/Community Partnership and Family Court. **Note: If the County's RFP results in changes to the information submitted on this Program Profile, a revised Attachment C must be submitted no later than 30 days after the County Freeholder has approved the contract/award.**

County: Gloucester

Original Date: 8/19/2015

Revision Date: 9/24/15

FUNDING DETAILS

Funding Source(s): Partnership Family Court

Funding Allocation and Source: \$21,000/Partnership \$____/____ \$____/____ \$____/____

If multiple funding source, show breakdown.

PROGRAM GOAL

- Prevention:* To prevent youth from engaging in anti-social and delinquent behavior and from taking part in other problem behaviors that are pathways to delinquency.
- Diversion:* To provide services and/or informal sanctions to youth who have begun to engage in antisocial and low level delinquent behavior in an effort to prevent youth from continuing on a delinquent pathway.
- Detention/Detention Alternatives:* To insure the youth's presence at the next court hearing and to provide short-term (45-60 days) supervision sufficient to safely maintain appropriate youth in the community while awaiting the final disposition of their case.
- Disposition:* To provide the court with a range of options that match the supervision and service needs of youth in their communities in an effort to reduce recidivism.
- Re-entry:* To provide youth transitioning from a JJC residential or day program with additional support for successful reintegration into their communities in an effort to reduce recidivism.

PROGRAM & PROGRAM DESCRIPTION

Program Category: Delinquency Prevention _ _ _

Program Name or Service to be RFP'd: Bulldog Buddies STEAM (Science / Technology / Engineering / Art / Mathematics) program at Holly Bush (next door to Bullock School)

Implementing Agency (if known): Glassboro School District

Program/Services Description (When providing the information below, please limit your description to what the County Youth Services Commission is funding and not what the entire agency/program can provide, unless funding the entire program.)

- **Program Components/Services** (The description must minimally include the program components and the referral source): This targeted youth program will take place after school and will include youth who have been selected by staff as being at-risk. Activities will consist of pro-social, emotional, and life coaching support for our at-risk population along with building deeper school/community connections through art, technology, and our garden. Students will be exposed to problem solving techniques. They will encourage positive interactions and expand relationships with community resources. These funds will provide for transportation, snacks, supervision, guest speakers / instructors, and materials for programming Tuesdays and Thursdays.

- **Target Population:** Must reflect the Program Category selected above based on its Definition and Rationale. The description must include age, gender (admission criteria): Youth in grades 1-3 of both genders. The target students must be recommended by a teacher or administrator based on Office Discipline Referral (ODRs) behavior indicators and negative social interactions with peers. No students will be removed for ejected from this program; all of the students will be incorporated as the budget permits.

- **Geographic area to be served: Glassboro Middle School**

Type: Rural Suburban Tribal Urban

- **Level of Service**

Service Type: Group Sessions for each grade level of 1, 2, and 3rd grades.

Maximum number of Group Sessions in program at any given time: 36

Minimum number of unduplicated Group Sessions served during contract period: 30

Comments: this program operates on a school calendar

Service Type: _____

Maximum number of _____ in program at any given time: _____

Minimum number of unduplicated _____ served during contract period: _____

Comments: _____

PROGRAM OUTCOME

Describe this program's outcomes. Provide the result or expected impact on youth served and/or the system. For example: Eighteen of the twenty youth involved in the program will not have a formal complaint signed against them for the time that they are in our program.

Outcome:

Outcome #1: 70% of youth shall show improvement in behavior.

Outcome #2: 60% of youth shall show improvement in attendance.

As of June, they ended the school year with about 17 students; they started with 35. There is another new 21st Century-funded program offering after school childcare in the students' neighborhood. The program will be revised over the summer and a new Profile will be submitted when specifics are approved.

JUSTIFICATION

(A) What specific data supports funding this program or service? In addition to the source of the data, list the specific measure(s) that expresses to the problem this program or service will be address.

Municipal arrest data (2012) shows that 70% of the youth arrested in Glassboro are minorities. Minorities represent 39% of the population of the town. School data shows a high percentage of minority male youth being suspended for behavioral issues.

(B) Was the provider sought through a Request for Proposal (RFP) or open competitive process for this funding application cycle? Yes

(C) If this program or service was not sought through a RFP process or open competitive process, describe why: Glassboro School District is a government entity. Local Public Contracts Law 40A:11-5. Exceptions: Any contract the amount of which exceeds the bid threshold, may be negotiated and awarded by the governing body without public advertising for bids and bidding therefor and shall be awarded by resolution of the governing body if:... (2) It is to be made or entered into with the United States of America, the State of New Jersey, county or municipality or any board, body, officer, agency or authority thereof or any other state or subdivision thereof.”

(D) IF THIS PROGRAM OR SERVICE IS A RENEWAL, PART OF THE COUNTY 1/3 SET ASIDE OR INTERGOVERNMENTAL AGREEMENT, NOT REQUIRING A RFP OR COMPETITIVE PROCESS.

i. Outcome(s) achieved: Individual Outcomes Status (first Quarter for BLAST)

Objective Details	Outcome	Evaluation Method	Status
Improvement in afterschool youths' behavior.	70% of youth shall show improvement in behavior	70% of youth shall show improvement in behavior as measured by disciplinary reports when compared to nonparticipants.	Program just beginning, behavior reports and attendance data to be analyzed
Attendance improvement	60% of youth shall show improvement in attendance.	Improvement in attendance as measured by attendance reports when compared to nonparticipants.	Attendance records will be reviewed

According to JAMS, 38 youth were enrolled in the BLAST afterschool program at Bowe School. Four students withdrew in the first quarter. During the second quarter, it became apparent that BLAST youth were being redirected to a 21st Century Learning grant program. As it is an apparent duplication of services, the Glassboro School District would like to redirect this funding towards a younger population of at-risk youth.

ii. Provide the date and results of the last monitoring: May 19, 2015 found that all performance standards were met satisfactorily.

Comments: The Bulldog STEAM program is outlined in this new Program Profile.

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**RESOLUTION AUTHORIZING CONTRACTS FOR HUMAN SERVICES, FROM
JANUARY 1, 2016 TO DECEMBER 31, 2018**

WHEREAS, the County of Gloucester has recognized the need various programs and services for the residents of Gloucester County; and

WHEREAS, the County requested proposals, via RFP # 016-014, 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 Center for Family Services, Inc., with offices at 584 Benson Street, Camden, New Jersey 08103, made one of the most advantageous proposals, in an amount not to exceed \$48,000.00 per year; and

WHEREAS, the evaluation, based on the established criteria, concluded that Legacy Treatment Services, with offices at 1289 Route 38 West, Suite 203, Hainesport, New Jersey 08036, made one of the most advantageous proposals, in an amount not to exceed \$8,200.00 per year; and

WHEREAS, the evaluation based on the established criteria, concluded that Recovery Services of New Jersey, Inc. d/b/a Lighthouse at Mays Landing, with offices at 5034 Atlantic Avenue, Mays Landing, New Jersey 08330, made one of the most advantageous proposals, in an amount not to exceed \$39,500.00 per year; and

WHEREAS, the evaluation based on the established criteria, concluded that Maryville, Inc., with offices at 1903 Grant Avenue, Williamstown, New Jersey 08094, made one of the most advantageous proposals, in an amount not to exceed \$203,300.00 per year; and

WHEREAS, the evaluation based on the established criteria, concluded that New Hope Foundation, Inc., with offices at 80 Conover Road, Marlboro, New Jersey 07746, made one of the most advantageous proposals, in an amount not to exceed \$28,650.00 per year; and

WHEREAS, the evaluation based on the established criteria, concluded that Sodat of New Jersey, Inc., with offices at 919 Broadway, Westville, New Jersey 08093, made one of the most advantageous proposals, in an amount not to exceed \$28,473.00 per year; and

WHEREAS, the evaluation based on the established criteria, concluded that The Wounded Healer, Inc. d/b/a My Friend's House Family Counseling Services, with offices at 8 North Broadway, 2nd Floor, Pitman, New Jersey 08071, made one of the most advantageous proposals, in an amount not to exceed \$28,100.00 per year; and

WHEREAS, the contracts have been awarded pursuant to Gloucester County's Fair and Open Procurement Process, consistent with the terms and provisions of N.J.S.A. 19:44A-20.4, and

WHEREAS, the contracts shall be for an estimated units of service, for a term of three years, beginning January 1, 2016 and ending December 31, 2018, with the option to extend for two (2) one (1) year terms, pursuant to the proposal submitted by the Vendors, therefore this contract is open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time and prior to any purchase being made and/or services rendered pursuant to the within award, a Certificate of Availability shall be obtained from the Purchasing Agent of the County of Gloucester certifying that sufficient monies are available at that time for that particular purpose and identifying the line item of the County budget from which said funds will be paid.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contracts for various programs and services for the citizens and youth of Gloucester County, in accordance

with and pursuant to proposals submitted, each for a period of three years, beginning January 1, 2016 and ending December 31, 2018, with the option to extend for two (2) one (1) year terms, with Center for Family Services, Inc., in an amount not to exceed \$48,000.00 per year; Legacy Treatment Services, in an amount not to exceed \$8,200.00 per year; Recovery Services of New Jersey, Inc. d/b/a Lighthouse at Mays Landing, in an amount not to exceed \$39,500.00 per year; Maryville, Inc., in an amount not to exceed \$203,300.00 per year; New Hope Foundation, Inc., in an amount not to exceed \$28,650.00 per year; Sodat of New Jersey, Inc., in an amount not to exceed \$28,473.00 per year; and The Wounded Healer, Inc., d/b/a My Friend's House Family Counseling Services, in an amount not to exceed \$28,100.00 per year.

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

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, February 3, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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