

AGENDA

6:30 p.m. Wednesday, April 6, 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 March 16, 2016

- P-1 Proclamation in recognition of Officer Lawrence Achey and Officer Christopher M. Tarasevich for Saving the Life of Another. (Jefferson) (to be presented)
- P-2 Proclamation in honor of Mark Eberle for his exceptional efforts in assisting Veterans (Chila) (previously presented)
- P-3 Proclamation recognizing T&M Associates on their 50th Year Anniversary in Business (Simmons) (previously presented)

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

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER CHILA**

A-1 RESOLUTION AUTHORIZING EMERGENCY TEMPORARY APPROPRIATIONS.

This Resolution is needed to increase the temporary budget where needed until the permanent budget is adopted.

A-2 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH CLAYTON.

This Resolution authorizes a Shared Services Agreement with Clayton whereby the County will provide Clayton fleet maintenance and repair services. Clayton will pay the County \$30,000.00 per year plus an increase of 2% per year. The County will be fully reimbursed for all fluids, supplies, and parts utilized to repair and maintain borough vehicles.

A-3 RESOLUTION AUTHORIZING A CONTRACT WITH WAYMAN FIRE PROTECTION, INC. FROM MARCH 21, 2016 TO MARCH 20, 2018 IN AN AMOUNT NOT TO EXCEED \$50,000.00 PER YEAR.

This Resolution authorizes the award of a contract to Wayman Fire Protection, Inc. (403 Meco Drive, Wilmington, DE 19804) for burglar and fire alarm maintenance and repair for various County owned buildings. This contract will be for a two (2) year period from March 21, 2016 to March 20, 2018, with the option for the County to extend the contract for one (1) two year extension, or (2) one year extensions, in an amount not to exceed \$50,000.00, per contract year, in accordance with PD# 016-012.

A-4 RESOLUTION AUTHORIZING STATE CONTRACT #A89980 WITH WIRELESS COMMUNICATIONS & ELECTRONICS, INC. FROM APRIL 6, 2016 TO APRIL 5, 2017 FOR \$25,335.42

This Resolution authorizes the purchase of Panasonic Toughbooks, power supplies, charging stands and docking stations for use at the Animal Shelter through State Contract #A89980 from April 6, 2016 to April 5, 2017 for a total amount of \$25,335.42 from Wireless Communications & Electronics, 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. CAF# 16-02361 was obtained to certify funds.

A-5 RESOLUTION APPROVING REVISIONS TO THE HUMAN RESOURCES MANUAL AND TO AMEND THE ADMINISTRATIVE CODE SECTION PER-6.

The Human Resources Manual provides administrative policies and formalizes employee procedures. These policies and procedures seek to provide uniform operations within each department, increase efficiency, improve employee morale, and enhance service to Gloucester County residents. The Human Resources policies have been reviewed and modified as deemed necessary. Clarification was needed to enhance the understanding of these policies. The Human Resources Department is requesting this resolution to approve, as part of the Administrative Code, revisions to certain parts of the existing manual (PER-6).

A-6 RESOLUTION SUPPORTING THE EFFORTS OF THE SOUTH JERSEY LAND TRUST TO ACQUIRE GRANT FUNDING FOR TALL PINES PRESERVE.

South Jersey Land Trust is seeking grant funding to maintain the Tall Pines Preserve including but not limited to the trail system and educational services. This Resolution expresses support for such efforts and does not obligate the County to match any funds.

A-7 RESOLUTION URGING STATE LEADERS TO REAUTHORIZE THE TRANSPORTATION TRUST FUND WITH STABLE, DEPENDABLE, AND SUFFICIENT SOURCES OF FUNDING AND TO INCREASE LOCAL AID ALLOCATIONS UNDER THE STATE'S TRANSPORTATION CAPITAL PROGRAM TO \$400 MILLION.

It is critical for State of New Jersey to establish adequate, stable and reliable funding for vital transportation projects, and to increase transportation project Local Aid allocations as a means avoid increases in property taxes, promote job growth and economic development, and ensure a safe and reliable transportation network.

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

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

B-1 RESOLUTION AUTHORIZING EXTENSION OF CONTRACT WITH COOPER MONUMENT COMPANY FOR ENGRAVING OF THE NICHE COVERS FROM FEBRUARY 5, 2016 TO FEBRUARY 4, 2018.

This Resolution authorizes the extension of the current contract with Cooper Monument Company for engraving of the niche covers at Columbarium Wall at Gloucester County Veterans Memorial Cemetery. The original contract was passed by Resolution on February 5, 2014.

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

C-1 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #01-FINAL WITH SOUTH STATE, INC.

This Resolution authorizes and approves a Contract Change Order Decrease #01-Final by \$64,813.99 between the County and South State, Inc. (202 Reeves Road/P.O. Box 68, Bridgeton, NJ 08312). Contract Change Order Decrease #01-Final is necessitated by and based on adjustment for final as-built quantities for the project. The overall change order results in a project cost decrease, resulting in a new total contract amount of \$393,961.14, for the Engineering Project "Proposed Resurfacing and Safety Improvements to North Main Street, Route 45, from Swedesboro Road (Route US 322/CR536) to Mill Road (Route US 322) in the Township of Harrison," Federal Project Number STP-0011(055), Engineering Project #14-09FA.

C-2 RESOLUTION AUTHORIZING THE EXECUTION OF A COST REIMBURSEMENT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION IN THE AMOUNT NOT TO EXCEED \$1,000,035.00.

This Resolution authorizes and approves a Cost Reimbursement Agreement between the State of New Jersey and the County of Gloucester in an amount not to exceed \$1,000,035.00 for the funds anticipated to be received and will be used for the proposed guiderail improvements at ten locations throughout Gloucester County, Federal Project Number STP-COOS(773), Engineering Project 15-01FA.

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 CONTRACT WITH PITMAN ANIMAL HOSPITAL, LLC FOR VETERINARIAN OF RECORD SERVICES FROM APRIL 1, 2016 TO MARCH 31, 2017.

This Resolution authorizes a contract with Pitman Animal Hospital, LLC for Veterinarian of Record Services in the amount of \$14,400.00 per annum (\$1,200.00 per month) for consulting services, effective April 1, 2016. CAF#16-02651 has been obtained to certify funds in the amount of \$10,800.00 for the nine remaining months of 2016. The balance for consulting service fees (\$3,600.00) under this Contract will be encumbered upon adoption of the 2017 Gloucester County Budget. Per RFP#016-024, the Contract also provides for emergency veterinary services, and other veterinary services during normal business hours at rates and fees as set forth in the proposal in an amount not to exceed \$25,600.00, for the period April 1, 2016 to March 31, 2017.

F-2 RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATIVE TO THE APPLICATION FOR A GRANT THROUGH THE N.J. DIVISION OF HIGHWAY TRAFFIC SAFETY (NJDHHS), FOR THE 2017 COMPREHENSIVE TRAFFIC SAFETY PROGRAM (CTSP), FROM OCTOBER 1, 2016 TO SEPTEMBER 30, 2017 IN THE AMOUNT OF \$17,000.00.

This Resolution authorizes the NJ Division of Highway Traffic Safety (NJDHHS), FED-2017-Gloucester County-00041 to inspect, educate, and distribute new seats when needed at community events throughout the County. This Grant also reimburses the salary of the Child Passenger Techs within the Sheriff's Office.

F-3 RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATIVE TO THE APPLICATION FOR ENFORCING THE DRIVING UNDER THE INFLUENCE SOBRIETY CHECKPOINTS & SATURATION PATROLS GRANT FROM OCTOBER 1, 2016 TO SEPTEMBER 30, 2017 IN THE AMOUNT OF \$130,000.00.

The Gloucester County Prosecutor's Office, Crash Investigation Unit has applied for a Driving Under the Influence (DUI) Sobriety Checkpoint and Saturation Patrol grant in the amount of \$130,000.00 for the period of October 1, 2016 to September 30, 2017. The grant is being made available by the New Jersey Division of Highway Traffic Safety to conduct various DUI Sobriety Checkpoints and Saturation Patrols throughout Gloucester County. The grant will be responsible for the reimbursement to officers of the selected municipalities, in order to pay their overtime. The objective is to reduce the percentage of impaired driving related fatal crashes and the reduction of injury and property damage. The reimbursement rate for DWI Checkpoint and Saturation Patrols will be \$65.00 per hour, allowing for 615 hours of sobriety checkpoints and saturation patrols, the reimbursement rate for the Drive Sober or Get Pulled Over Holiday and Drive Sober or Get Pulled Over Labor Day details will be \$65.00 per hour, allowing for 1384 hours of roving patrols throughout Gloucester County. Each municipality that conducts a sobriety checkpoint or saturation patrol, will forward all copies of payroll records for the officers that worked for reimbursement.

F-4 RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATIVE TO THE APPLICATION FOR THE COMPREHENSIVE TRAFFIC SAFETY PROGRAM (CTSP) FROM THE NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY FOR CONTINUATION GRANT FUNDING IN THE AMOUNT OF \$44,450.00 FROM OCTOBER 1, 2016 TO SEPTEMBER 30, 2017.

The Gloucester County Highway Safety Taskforce is dedicated to reducing the number of serious and fatal motor vehicle accidents that occur in our county. The taskforce is a public/private partnership involving community, governments and business leaders. The Gloucester County Highway Safety Taskforce seeks to increase public awareness of the significant safety problems confronting our residents through education, communication and training. This grant will provide the fourteenth year of funding for this project. Past grant funding has purchased items such as crash data retrieval systems that are used at the scene of a fatal accident, traffic data collection device which allows municipal law enforcement agencies to document and identify new driver trends and analyze why it is occurring, child safety seats, blood/urine kits for use involving DUI cases, traffic safety pre-printed educational materials. This grant will pay for the instructor fees for the following courses Crash Investigation I (Basic) & II (Advanced), Event Data Recorder use in TCR Update and Forensic Evidence hosted at the Gloucester County Police Academy for law enforcement personnel and training/conferences/workshops for Gloucester County Highway Safety Taskforce personnel to enhance knowledge of latest technology and safety programs.

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

G-1 RESOLUTION AUTHORIZING APPLICATION AND ACCEPTANCE OF THE VETERANS TRANSPORTATION GRANT FROM THE NEW JERSEY DEPARTMENT OF MILITARY & VETERANS AFFAIRS IN THE TOTAL AMOUNT OF \$30,000.00, FROM JULY 1, 2016 TO JUNE 30, 2017.

The Division of Transportation Services under the Department of Human Services is requesting authorization for submission of a grant application and execution of a grant agreement with the Department of Military & Veterans Affairs in the amount of \$30,000.00 for the period July 1, 2016 to June 30, 2017. The grant application/agreement is for the provision of paratransit-type services to eligible veterans of Gloucester County for transport to the VA Hospital in Philadelphia, VA Hospital in Elsmere, Delaware and the VA Clinic in Sewell.

G-2 RESOLUTION AUTHORIZING FREEHOLDER DIRECTOR AND COUNTY COUNSEL TO ATTEST TO FEDERAL 2016 ANNUAL CERTIFICATIONS AND ASSURANCES TO RECEIVE FEDERAL TRANSIT ADMINISTRATION (FTA) ASSISTANCE APPLICABLE TO FEDERAL GRANTS ADMINISTERED BY NJ TRANSIT.

Resolution authorizing the Freeholder Director and County Counsel to attest to 2016 certifications and assurances as required on an annual basis by the Federal Transit Administration (FTA). These annual certifications and assurances are required by the FTA in order to receive federal transportation grants. This resolution states that Gloucester County will abide by all applicable federal laws regarding the administration of transportation grants.

Old Business

New Business

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

Adjournment

MINUTES

6:30 p.m. Wednesday, March 16, 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 March 2, 2016.

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

Comments: N/A

49754 Proclamation proclaiming February 21-27, 2016 as Engineer's week in the County of Gloucester (Simmons) Previously Presented

49755 Proclamation recognizing Shoprite Hunger Fighting Heroes (Simmons) Previously Presented

49756 Proclamation recognizing Margaret Heggan Public Library on its 50th Anniversary (Simmons) Previously Presented

49757 Proclamation Recognizing Rose Kelly Cairns Miss Saint Patrick, 2016 Saint Patrick's Day Parade (Barnes) Previously Presented

PUBLIC HEARING ON RESOLUTION TO EXCEED THE COUNTY BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK

49758 RESOLUTION TO EXCEED THE COUNTY BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK.

This Resolution will allow the County to use 3.5% in calculating its budget cap and allow the County to "bank" or use in future years any amounts not needed in 2016.

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

ADOPT

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

Comments: N/A

INTRODUCTION OF 2016 BUDGET

49758A RESOLUTION INTRODUCING THE 2016 BUDGET FOR THE COUNTY OF GLOUCESTER.

A public hearing and vote for adoption are scheduled for April 20, 2016 at 6:30 p.m.

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

Comments: N/A

INTRODUCTION OF BOND ORDINANCE

49759 BOND ORDINANCE AUTHORIZING THE COMPLETION OF VARIOUS CAPITAL IMPROVEMENTS AND THE ACQUISITION OF VARIOUS PIECES OF EQUIPMENT IN AND FOR THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF \$14,930,730 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$8,445,143; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING.

A public hearing and vote for adoption are scheduled for April 20, 2016 at 6:30 p.m.

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

Comments: N/A

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

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER
FREEHOLDER CHILA

49760 RESOLUTION AUTHORIZING CANCELLATION OF CERTAIN ITEMS FROM THE TEMPORARY BUDGET.

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

Comments: N/A

49761 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF MARCH, 2016.

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

Comments: N/A

49762 RESOLUTION CONSENTING TO THE REFUNDING OF CERTAIN OUTSTANDING BONDS OF THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY ISSUED TO FINANCE THE COSTS OF A CAPITAL IMPROVEMENT PROGRAM IN, BY AND FOR THE COUNTY; AUTHORIZING AND APPROVING THE ENTERING INTO, EXECUTION AND DELIVERY OF A SECOND AMENDMENT TO LOAN AND SECURITY AGREEMENT AND CONTINUING DISCLOSURE AGREEMENT WITH THE AUTHORITY RELATING TO THE ISSUANCE BY THE AUTHORITY OF ITS COUNTY GUARANTEED LOAN REVENUE REFUNDING BONDS (COUNTY CAPITAL PROGRAM), SERIES 2016, IN ONE OR MORE SERIES; AND AUTHORIZING OTHER NECESSARY ACTION IN CONNECTION WITH SAID FINANCING.

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

Comments: N/A

49763 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEALS.

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

Comments: N/A

49764 RESOLUTION AUTHORIZING A CONTRACT WITH TYCO INTEGRATED SECURITY, LLC FROM MARCH 27, 2016 TO MARCH 26, 2017 IN AN AMOUNT NOT TO EXCEED \$40,000.00.

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

Comments: N/A

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

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

49765 RESOLUTION AUTHORIZING A CONTRACT WITH COOPER UNIVERSITY HOSPITAL, FROM MARCH 1, 2016 TO FEBRUARY 28, 2017, IN AN AMOUNT NOT TO EXCEED \$69,000.00.

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

Comments: N/A

49766 RESOLUTION AUTHORIZING THE PURCHASE OF SOFTWARE SUPPORT AND SYSTEM MAINTENANCE COVERAGE WITH CAROUSEL INDUSTRIES OF NORTH AMERICA, INC. THROUGH STATE CONTRACT #A83908, FROM MARCH 16, 2016 TO MARCH 15, 2017, IN THE TOTAL AMOUNT OF \$21,228.80.

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

Comments: N/A

49767 RESOLUTION AUTHORIZING A CONTRACT WITH COUNTY BUSINESS SYSTEMS, INC., FROM JANUARY 1, 2016 TO DECEMBER 31, 2017, IN AN AMOUNT NOT TO EXCEED \$74,500.00 PER YEAR.

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

Comments: N/A

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

49768 RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. FROM MARCH 13, 2016 TO MARCH 12, 2018 IN AN AMOUNT NOT TO EXCEED \$600,000.00 PER YEAR.

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

Comments: N/A

49769 RESOLUTION AUTHORIZING SUBMISSION OF A GRANT APPLICATION AND GRANT CONTRACT FOR THE CULVERT REPLACEMENT & REPAIR WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION.

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

Comments: N/A

49770 RESOLUTION AUTHORIZING A CONTRACT WITH ARAWAK PAVING CO., INC. FOR ROAD IMPROVEMENTS IN THE BOROUGH OF PITMAN FOR \$523,900.00.

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

Comments: N/A

49771 RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. FOR RESURFACING AND SAFETY IMPROVEMENTS TO COUNTY ROADS IN THE BOROUGH OF GLASSBORO & PITMAN AND THE TOWNSHIP OF MANTUA FOR \$3,612,925.50.

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

Comments: N/A

49772 RESOLUTION AUTHORIZING A CONTRACT WITH FEDERICI & AKIN, P.A., IN AN AMOUNT NOT TO EXCEED \$60,000.00.

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

Comments: N/A

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

49773 RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT FOR FARM PROPERTY OWNED BY COHAWKIN ROAD LLC, FOR \$606,768.75.

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

Comments: N/A

49774 RESOLUTION AUTHORIZING THE TERMINATION OF EASEMENTS PREVIOUSLY TRANSFERRED AND CONVEYED TO THE COUNTY BY COHAWKIN ROAD, LLC IN THE TOWNSHIP OF EAST GREENWICH.

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

Comments: N/A

49775 RESOLUTION AUTHORIZING THE PURCHASE OF BLOCK 383, LOT 10, IN THE TOWNSHIP OF DEPTFORD FROM THE COUNTY OPEN SPACE PRESERVATION TRUST FUNDS FOR \$99,000.00.

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

Comments: N/A

49776 RESOLUTION AUTHORIZING CONTRACTS WITH BACH ASSOCIATES AND FEDERICI AND AKIN, P.A., FROM MARCH 5, 2016 TO MARCH 4, 2017 IN AN AMOUNT NOT TO EXCEED \$150,000.00 PER CONTRACT.

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

Comments: N/A

DEPARTMENT OF BUILDINGS & GOVERNMENT SERVICES

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

49777 RESOLUTION AUTHORIZING A CONTRACT WITH WILLIAM R. CAREY & COMPANY, INC., FOR BROKER SERVICES FROM MARCH 1, 2016 TO FEBRUARY 28, 2017 FOR \$150,000.00.

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

Comments: N/A

49778 RESOLUTION AUTHORIZING THE COUNTY TO MODIFY THE CURRENT CONTRACT AND ALL OTHER DOCUMENTS WITH PROKURE SOLUTIONS LLC TO REFLECT THE COMPANY'S NAME CHANGE ONLY TO "CLARION, LLC."

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

Comments: N/A

49779 RESOLUTION AUTHORIZING A CONTRACT WITH TRI-M GROUP, LLC FOR ON-CALL MAINTENANCE, SERVICE AND REPAIRS TO ANDOVER HVAC CONTROL SYSTEMS FROM FEBRUARY 18, 2016 TO FEBRUARY 17, 2017 IN AN AMOUNT NOT TO EXCEED \$75,000.00.

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

Comments: N/A

DEPARTMENT OF HEALTH & HUMAN SERVICES

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

49780 RESOLUTION AUTHORIZING THE DIVISION OF SOCIAL SERVICES TO MAKE ALL NECESSARY STATE-MANDATED PAYMENTS FROM ITS "ASSISTANCE ACCOUNT" FOR VARIOUS PURPOSES AS REQUIRED BY THE STATE TEMPORARY ASSISTANCE TO NEEDY FAMILIES AND FEDERAL SUPPLEMENTAL SECURITY INCOME PROGRAMS.

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

Comments: N/A

49781 RESOLUTION AUTHORIZING A LICENSE MAINTENANCE AGREEMENT WITH UNITRONIX DATA SYSTEMS, INC., FOR MAINTENANCE OF PROPRIETARY SOFTWARE FROM APRIL 1, 2016 TO MARCH 31, 2017 FOR \$62,855.22.

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

Comments: N/A

49782 RESOLUTION AUTHORIZING A CONTRACT WITH ACRO SERVICE CORPORATION THROUGH STATE CONTRACT #A83534 FROM APRIL 1, 2016 TO DECEMBER 31, 2016 IN AN AMOUNT NOT TO EXCEED \$60,000.00.

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

Comments: N/A

Old Business

New Business

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

OPEN

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

Comments: Deborah White of Deptford Township thanked the board for passing the resolution authorizing the purchase of the Willoughby property from the county open space preservation trust funds.

CLOSE

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

Comments: N/A

Adjournment

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

Comments: N/A

Time: 6:55 p.m.

Gloucester County

Board of Chosen Freeholders

Proclamation

~ In Recognition Of ~
Officer Lawrence Achey
Officer Christopher M. Tarasevich
Saving a Life of Another

WHEREAS, it is the desire of the Gloucester County Board of Chosen Freeholders to pay special tribute to individuals for exemplary work in serving all our citizens, especially those in need of immediate life-saving measures; and

WHEREAS, on Sunday September 13, 2015 Washington Township Police units were dispatched to a home on Mulberry Road, Washington Township. Officer Lawrence Achey and Officer Christopher Tarasevich arrived on scene, found a male unresponsive and in cardiac arrest. The officers, equipped with a portable defibrillator and CPR training, resuscitating the male keeping him alive until paramedics arrived; and

WHEREAS, due to the life-saving measures performed by Officer Lawrence Achey and Officer Christopher Tarasevich, a man's life was ultimately saved.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2016 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 honor the heroic efforts of Washington Township Officer Lawrence Achey and Officer Christopher Tarasevich, performed on September 13, 2015.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 6th day of April, 2016.

Robert M. Damming
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Daniel Christy
Freeholder

James B. Jefferson
Freeholder

Attest:

Chad M. Bruner, Administrator / Clerk of the Board

Lyman Barnes
Freeholder

Frank J. DiMarco
Freeholder

Heather Simmons
Freeholder

Gloucester County

Board of Chosen Freeholders Proclamation

~ In Honor Of ~
Mark Eberle

For Exceptional Efforts in Assisting Veterans

WHEREAS, from time to time it is the desire of the Board of Chosen Freeholders to honor and recognize citizens who go above and beyond their call to duty; and

WHEREAS, Mark Eberle joined the Army after High School and served in both the Gulf War and the early days of the Iraq War with service to his Country lasting 16 years; and

WHEREAS, his decorations and citations include the National Defense Service Medal, the Southwest Asiatic Pacific Service Medal, the Army Service Ribbon, the Saudi Arabian Kuwait Liberation Medal, the Kuwait Liberation of Kuwait Medal, and the Army Expert Badge with Rifle Bar; and

WHEREAS, Mark Eberle, Head Chef at PB's Diner & Tap Room in Glassboro, New Jersey is hoping to ease the suffering of fellow veterans and has raised money through various charity events to buy a Post-Traumatic Stress Disorder (PTSD) Service Dog for a service man or woman in need. The dogs provide a sense of security and companionship for their owners and can sense subtle behavioral or environmental changes that may trigger or preface a flashback; and

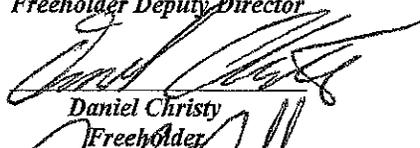
WHEREAS, Mark Eberle has donated funds raised to the Pennsylvania-based "The Griffin Gives Foundation" which works with "One Warrior Won", a veterans' advocacy group that helps pair those in need with a dog; and

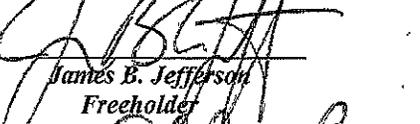
WHEREAS, due to the efforts of Mark Eberle and friends, Service Dog "IKE" is being presented to Veteran Dan Conley on Friday, March 11, 2016 at PB's Diner & Tap Room, 500 N. Delsea Drive, Glassboro, New Jersey; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2016 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 Mark Eberle for his exceptional service and dedication to the veteran community.

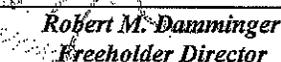
IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 11th day of March, 2016.


Giuseppe (Joe) Chila
Freeholder Deputy Director

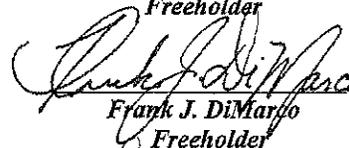

Daniel Christy
Freeholder

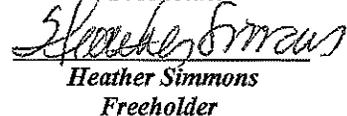

James B. Jefferson
Freeholder

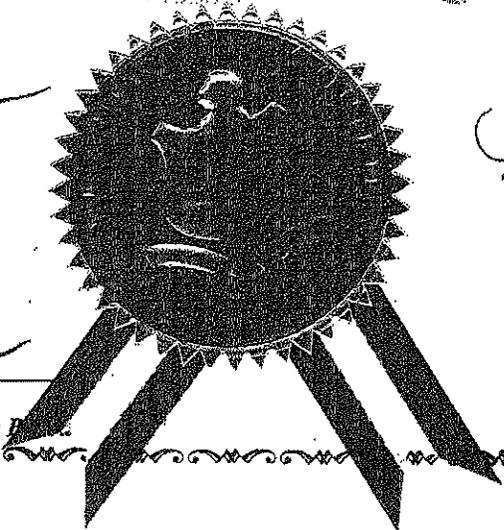
Attest: 
Chad M. Bruner
Administrator/Clerk of the Board


Robert M. Damminger
Freeholder Director


Lyman Barnes
Freeholder


Frank J. DiMarco
Freeholder


Heather Simmons
Freeholder



Gloucester County

Board of Chosen Freeholders
Proclamation

RECOGNIZING
T&M ASSOCIATES
ON ITS 50TH ANNIVERSARY IN BUSINESS
1966-2016

WHEREAS, it is the desire of the Board of Chosen Freeholders to recognize T&M Associates on its 50th Anniversary in business; and

WHEREAS, T&M Associates of Middletown, New Jersey, was founded 50 years ago on this day, March 21, 1966, by Richard T. Noble and Richard M. Schultz to meet engineering challenges faced by communities throughout New Jersey; and

WHEREAS, T&M Associates has grown from a seven-person local operation to a nationally-recognized professional services firm, with 400 professionals stationed in offices throughout the Northeast, Mid-Atlantic and Midwest; and

WHEREAS: The enduring mission of T&M Associates has been to improve quality of life and create sustainable value for their employees, clients and partner communities. T&M Associates has demonstrated a remarkable commitment to providing high-value consulting, technical and engineering solutions to promote the vitality of their community and business partners. Through its reputation for excellence, T&M Associates has proven itself to be a source of pride for the State of New Jersey, including the County of Gloucester and a true asset to all of its public and private clients.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2016 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 T&M Associates on its 50th Anniversary in business.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 21st day of March, 2016.

Robert M. Damminger
Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Lyman Barnes
Freeholder

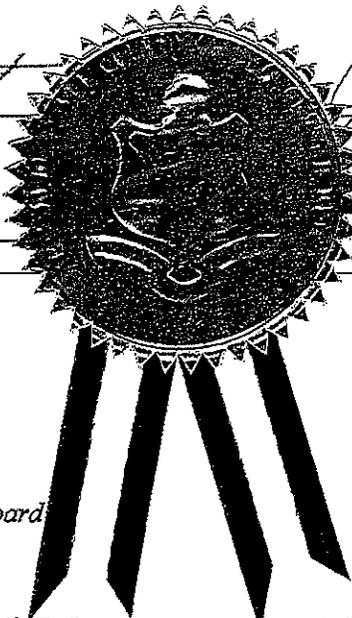
Daniel Christy
Daniel Christy
Freeholder

Frank J. DiMarco
Frank J. DiMarco
Freeholder

James B. Jefferson
James B. Jefferson
Freeholder

Heather Simmons
Heather Simmons
Freeholder

ATTEST:
Chad M. Bruner
Chad M. Bruner, Clerk of the Board



A-1

RESOLUTION AUTHORIZING EMERGENCY TEMPORARY APPROPRIATIONS

WHEREAS, an emergent condition has arisen with respect to certain programs; and

WHEREAS, there is a need to include additional monies in the 2016 Gloucester County temporary budget; and

WHEREAS, because no adequate provision has been made in the 2016 temporary appropriations for the aforesaid purpose, and N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose above mentioned; and

WHEREAS, the total emergency temporary resolutions adopted in the year 2016, pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S.A. 40A:4-20) including this resolution total \$13,117,256.00.

NOW, THEREFORE, BE IT RESOLVED (not less than two thirds of all members thereof affirmatively concurring) that in accordance with the provisions of N.J.S.A. 40A:4-20, the following is hereby authorized and approved:

1. An emergency temporary appropriation shall be:

General Government

Board of Chosen Freeholders – S&W	4,000.00
County Clerk – S&W	15,000.00
Superintendent of Elections – S&W	10,000.00
County Assessor – S&W	2,500.00
County Adjuster – S&W	4,000.00
Engineering – S&W	10,000.00
Economic Development – S&W	5,000.00

Code Enforcement & Administration

Consumer Protection – S&W	500.00
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Public Safety Functions

Emergency Response – S&W	200,000.00
Prosecutor's Office – S&W	75,000.00

Public Works

Buildings and Grounds – S&W	20,000.00
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Health and Human Services

County Health Services – S&W	40,000.00
Education & Disability Services – S&W	10,000.00
Human Services – S&W	10,000.00

Educational

Gloucester County College – OE	1,913,736.00
Gloucester County Vocational School – OE	2,000,000.00
Special Services School District – OE	140,770.00

2. That said emergency temporary appropriations have been provided for in the 2016 budget under the same titles.

3. That one certified copy of this resolution shall be filed with the Director of Local Government Services.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders,
County of Gloucester held on Wednesday, April 6, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

A2

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT
WITH CLAYTON**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester recognizes the essential benefit of sharing services among other governmental entities and sharing services presents an opportunity to increase efficiencies and reduce costs and Gloucester County has personnel with expertise that could be effectively be shared with other governmental entities; and

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

WHEREAS, Gloucester County and the Borough of Clayton ("Clayton") wish to enter into such a Shared Services Agreement whereby the County will provide Clayton with fleet vehicle maintenance services from June 1, 2016 to May 31, 2026; and

WHEREAS, Clayton shall compensate the County in the amount of \$30,000.00 per year plus an increase of 2% per year.

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 a Shared Services Agreement with Clayton for the aforementioned purpose; and

BE IT FURTHER RESOLVED, that County Counsel and the County Administrator are hereby authorized to negotiate the final terms of the Agreements authorized by this Resolution, provided that the Agreements 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, April 6, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

A2

**SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF
GLOUCESTER AND THE BOROUGH OF CLAYTON**

This Uniform Shared Services Agreement ("Shared Services Agreement"), dated this _____ day of _____, 2016, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey (hereinafter the "County"), and the Borough of Clayton, a municipal corporation of the State of New Jersey (hereinafter "Clayton").

RECITALS

WHEREAS, the County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, NJ 08096;

WHEREAS, the Borough of Clayton ("Clayton"), a municipal corporation of the State of New Jersey with main offices located at 125 N. Delsea Drive, Clayton, New Jersey 08312; and

WHEREAS, Clayton requires fleet vehicle maintenance services; and

WHEREAS, it is in the best interest of the County and Clayton to enter into a Shared Services Agreement whereby the County will provide fleet vehicle maintenance services; and

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

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

AGREEMENT

A. DESCRIPTION OF CERTAIN SERVICES.

1. Fleet maintenance will consist of all maintenance and repairs of the following, but not limited to: All Department of Public Works (DPW) vehicles, Parks vehicles, Clayton vehicles, Construction Code enforcement vehicle(s), two vehicles used by the Volunteer Fire Department.
 2. All fleet maintenance shall be performed at the same level as required by ASE certification. All maintenance work shall meet the industry standard (ASE) for repairs.
 3. All maintenance shall be coordinated between the County and Clayton Department Heads.
 4. All pickup and delivery of Clayton equipment and vehicles shall be done by Clayton personnel.
-

5. In the event of a breakdown on the road, the County shall make every effort to respond, and repair vehicle/equipment. If a response cannot be made, a towing service will be provided by Clayton to the County DPW Clayton facility.
6. Clayton shall provide as much notice as possible for scheduling of repairs.
7. All replacement parts shall be purchased by the County through its vendors. Payment for parts used on Clayton vehicles shall be forwarded to Clayton by the County and Clayton shall forward full reimbursement within 45 days of submission.
8. In the process of fleet maintenance there shall be times when bulk oil and fluids, hardware and other items normally stocked by the County will be needed to facilitate repairs and shall be billed proportionally to the amount of fluids used on an invoice for that specific equipment/vehicle.
9. Final payment due no longer than thirty (30) days after the invoice date.
10. In the event of a dispute of payment, every effort shall be made to resolve by the Department of Public Works department heads of the County and Clayton. If a resolution cannot be made, it will then be addressed by the Clayton Director of Public Works and the Deputy County Administrator.

B. PAYMENT FROM CLAYTON TO COUNTY.

1. Clayton shall pay to the County the yearly sum of \$30,000.00 for fleet vehicle maintenance services and this fee shall be paid quarterly (\$7,500.00), plus an increase of 2% per year for the life of the Agreement.

Additional Payment:

2. Parts:

Clayton will be responsible for the payment for all parts and the purchase/replacement of their own vehicles; however, Clayton may use the County's Capital Purchases Option and Clayton will hold the titles to their own vehicles.

C. DURATION OF AGREEMENT.

This Agreement shall be effective for the initial period commencing June 1, 2016 and concluding May 31, 2026. Thereafter, the parties agree that this Agreement may be renewed by mutual consent.

Either party may terminate this agreement for any reason by providing 90 days' written notice to the other party as follows: As to Gloucester County: Office of the Gloucester County Counsel, Two S. Broad, Woodbury, New Jersey, 08096. As to Clayton: Timothy Scaffidi, 28 Cooper Street, Woodbury, NJ 08096.

D. LIMITATION OF DELEGATION; INDEMNIFICATION; INSURANCE; RENEWALS.

Neither County nor Clayton intends by this Shared Services Agreement to create any agency relationship other than that which may be specifically required by the Act for the limited purpose of fleet vehicle maintenance services described in this Shared Services Agreement.

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

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

This Agreement will automatically renew by mutual consent of both Clayton and the County.

E. COMPLIANCE WITH LAWS AND REGULATIONS

Clayton agrees that it will at its own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Shared Services Agreement.

F. MISCELLANEOUS

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
 2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, Clayton, and their respective successors and assigns.
 3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
 4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
-

5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
 6. **Further Assurances and Corrective Instruments.** Clayton and the County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments, as may reasonably be required for correcting any inadequate or incorrect description of the Project, or to correct any inconsistent or ambiguous term hereof.
 7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
 8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
 9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.
- G. EFFECTIVE DATE.** This Shared Services Agreement shall be effective as of the _____ day of _____, 2016, which date shall be considered the commencement date of this Shared Services Agreement.

ATTEST:

COUNTY OF GLOUCESTER

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER,
DIRECTOR

ATTEST:

BOROUGH OF CLAYTON

CHRISTINE NEWCOMB, CLERK

THOMAS BIANCO, MAYOR

A-3

RESOLUTION AUTHORIZING A CONTRACT WITH WAYMAN FIRE PROTECTION, INC. FROM MARCH 21, 2016 TO MARCH 20, 2018 IN AN AMOUNT NOT TO EXCEED \$50,000.00 PER YEAR

WHEREAS, the County of Gloucester (hereinafter the "County") has advertised for the receipt of public bids for burglar and fire alarm maintenance and repair for various County owned buildings, as per PD# 016-012; and

WHEREAS, bids were publicly received and opened on March 11, 2016; and

WHEREAS, after following proper bidding procedures, it was determined that Wayman Fire Protection, Inc., 403 Meco Drive, Wilmington, DE 19804, was the lowest responsive and responsible bid for burglar and fire alarm maintenance and repair for various County owned buildings; and

WHEREAS, the contract shall be awarded for a two (2) year period from March 21, 2016 to March 20, 2018, with the County reserving the option to extend the contract for one (1) two year extension or two (2) one year extensions, in an amount not to exceed \$50,000.00 per contract year; and

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

WHEREAS, continuation of the contract beyond December 31, 2016 is conditioned upon the approval of the 2017 and 2018 Gloucester County Budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the contract for burglar and fire alarm maintenance and repair for various County owned buildings, as per County bid specification PD# 016-012, be awarded to Wayman Fire Protection, Inc., for a two (2) year period from March 21, 2016 to March 20, 2018, in an amount not to exceed \$50,000.00 for each contract year, in accordance with and pursuant to the bid submitted and price set forth within the bid proposal for the items as set forth herein above; and

BE IT FURTHER RESOLVED before any purchase be made pursuant to the within award, 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 Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, April 6, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

A.3

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
WAYMAN FIRE PROTECTION, INC.**

THIS CONTRACT is made the 6th day of April, 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 **WAYMAN FIRE PROTECTION, INC.**, with offices at 403 Mecco Drive, Wilmington, DE 19804, hereinafter referred to as "Contractor"

RECITALS

WHEREAS, there exists a need for the County to contract for burglar and fire alarm maintenance and repair for various County owned buildings, as per bid PD# 016-012; and

WHEREAS, the Contractor represents that it is qualified for burglar and fire alarm maintenance and repair services, and desires to so perform pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for a two (2) year period from March 21, 2016 to March 20, 2018, with the County reserving the option to extend the Contract for (1) one additional two year term, or (2) additional one year terms.
2. **COMPENSATION.** This Contract shall be for an amount not to exceed \$50,000.00, per contract year, so that this is an open-ended contract. The Contract shall be for estimated units of materials and service, as set forth in the Bid Specifications (hereinafter "Specifications") for bid PD# 016-012 for burglar and fire alarm maintenance and repair for various County buildings at the price per unit as set forth in the Proposal.

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

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the Specifications, which are both incorporated into, and made part of this Contract, by reference.

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, sex, veteran status or military service. 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, sex, veteran status or military service. 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, sex, veteran status or military service.

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any

attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

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

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

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

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

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

13. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
14. **NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
18. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.
19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.
20. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.
21. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorize County personnel or upon prior approval of the County.
22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
23. **CONTRACT PARTS.** This Contract consists of this Contract document and the Specifications, and the Proposal, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the Specifications, then this Contract shall prevail. If there should occur a conflict between either this form of

Contract or the Specifications and the Proposal, then this Contract and the Specifications shall prevail.

THIS CONTRACT shall become effective the 6th day of April, 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

ATTEST:

WAYMAN FIRE PROTECTION, INC.

(Please Print Name and Title)

<p align="center">PD 016-012 Bid Opening 3/11/2016 10:00am SPECIFICATIONS AND PROPOSAL FORM FOR BURGLAR AND FIRE ALARM MAINTENANCE AND REPAIR FOR VARIOUS COUNTY OWNED BUILDINGS</p>		<p>VENDOR: Wayman Fire Protection, Inc. 403 Mecco Drive Wilmington, DE 19804 Magdalena Manofu, CFO 267-625-9158 302-994-5750 Fax</p>	<p>VENDOR: Anaconda Protective Concepts, Inc. 210 Executive Drive, Suite 6 Newark, DE 19702 Nancy Dunfee, President 302-834-1125 302-834-1159-fax dunfee13@comcast.net</p>
ITEM	DESCRIPTION		
	<p>MAINTENANCE SERVICE FOR ALL LOCATIONS (INCLUDES PARTS AND LABOR)</p>	\$10,000.00	\$15,000.00
	<p>TEST AND CERTIFICATION FOR ALL LOCATIONS (INCLUDES PARTS AND LABOR)</p>	\$6,610.00	\$10,000.00
	ADDITIONAL WORK		
	HOURLY RATE	\$114.95	\$98.00
	OVERTIME RATE	\$174.95	\$150.00
	OVERTIME HOURS	4p.m. to 8 a.m.	4p.m. to 8 a.m.
	MARKUP ON PARTS OR	15%	20%
	MARKDOWN ON PARTS	15%	
	RESPONSE TIME	2 hours	2 Hours
	VARIATIONS	Smoke sensitivity testing and does not include failure from lightning electrical storm acts of God or malicious intent. Excludes all fire watches	Repairs required due to vandalism, misuse, or acts of God will be completed at the listed hourly rate.
	This is a 2 year contract with one (1) two (2) year extension or two (2) one (1) year extensions.		BID IS REJECTED FOR: Prime subcontractor must be signed and notarized N.J.S.A. 40A:11-16
	Will you extend your prices to local government entities within the County	No	Yes
	Bid specifications sent to:	FAST Fire and Security Technologies Simplex Grinnell Siemens Industries Fine Line Products Protection 1 Life Safety Security	General Fire Equipment Co., Inc. Prime Vendor, Inc. E.Republic City Fire Equipment Construction Journal
	Based upon the bids received, I recommend Wayman Fire Protection, Inc. be awarded the contract as the lowest responsive, responsible bidder.		
			Sincerely,
			Kimberly A. Larter Purchasing

A-4

RESOLUTION AUTHORIZING STATE CONTRACT #A89980 WITH WIRELESS COMMUNICATIONS & ELECTRONICS, INC. FROM APRIL 6, 2016 TO APRIL 5, 2017 FOR \$25,335.42

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 enter into a contract for the purchase Panasonic Toughbooks, power supplies, charging stands and docking stations for use at the animal shelter between April 6, 2016 and April 5, 2017, for a total amount of \$25,335.42; and

WHEREAS, it has been determined that these necessary supplies are available for purchase from Wireless Communications & Electronics, Inc., with offices at 153 Cooper Road, West Berlin, NJ 08091, through State Contract #A89980; and

WHEREAS, the Treasurer has certified the availability of funds in the amount of \$25,335.42, pursuant to CAF# 16-02361, which amount shall be charged against budget line item #C-04-13-023-250-23220.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Treasurer be authorized to purchase Panasonic Toughbooks, power supplies, charging stands and docking stations for use at the Animal Shelter from Wireless Communications & Electronics, Inc. for a total amount of \$25,335.42 from April 6, 2016 to April 5, 2017, through State Contract #A89980.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, April 6, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

COUNTY OF GLOUCESTER

A4

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 16-02361 DATE 3/31/16

BUDGET NUMBER C-04-13-023-250-23220

AMOUNT OF CERTIFICATION \$ 25,335.42

DEPARTMENT I.T.

COUNTY COUNSEL Emmett Primas

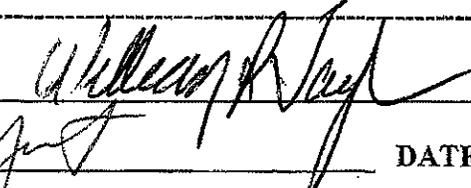
DESCRIPTION OF PRODUCT OR SERVICE

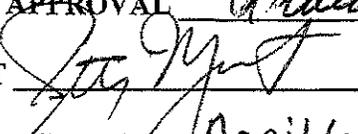
Resolution authorizing the purchase of Panasonic Toughbooks, Power Supplies, Charging Stands and Docking Stations for use at the Animal Shelter from Wireless Communications & Electronics, Inc. through State Contract A89980 from 4/6/16-4/5/17 for a total amount of \$25,335.42.

VENDOR NAME Wireless Communications & Electronics, Inc.

ADDRESS 153 Cooper Road

CITY/STATE/ZIP West Berlin, Nj 08091

DEPARTMENT HEAD APPROVAL 

PURCHASING AGENT  DATE 3-31-16

FREEHOLDER MEETING DATE April 6, 2016

WHITE: CLERK OF THE BOARD
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT
GOLD: COUNTY COUNSEL

A-5

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

WHEREAS, there exists a need by the County of Gloucester to approve revisions and additions to the Human Resources Manual; and

WHEREAS, the Human Resources Manual seeks to provide uniform operations within each department, increase efficiency, improve employee morale and enhance service to Gloucester County residents; and

WHEREAS, the following modifications are being requested:

- Section 1.6 Equal Employment Opportunity and Affirmative Action - Revised in accordance with NJLAD including but not limited to the 2014 law that grants protected status to pregnant women under NJLAD
- Section 5.1 Health Benefits - On page 5, updated italicized paragraph regarding life changing events and the prescribed time limit of 60 days to notify NJ SHBP and Human Resources. On page 7, clarified that only benefits provided as negotiated
- Section 5.10 Employee Assistance Program - Revised to reflect current EAP provider name and phone number
- Section 5.12 Additional Optional Benefits - Added information regarding the Police & Fire Credit Union and revised phone numbers for deferred compensation companies.
- Section 7.6 Drugs and Alcohol - On page 2, moved the reference to the Department of Corrections to the paragraph regarding Law Enforcement employees since these employees are also subject to the New Jersey Attorney General's Law Enforcement Drug Testing Policy.
- Section 7.7 Prohibition of Discrimination, Harassment or Hostile Environments - Revised in accordance with NJLAD including but not limited to the 2014 law that grants protected status to pregnant women under NJLAD.
- Section 7.10 Computers, Internet Use, and Electronic Resources – Revised header to reflect full name of policy.
- Section 8.2 Injury on the Job Exhibit Z Report Job Accident - Updated phone numbers and fax number to reflect the recent relocation of Safety staff.
- Section 8.4 Incidents Involving County Property Exhibit W Notice of Accident-Injury Form - Updated phone numbers and fax number to reflect the recent relocation of Safety staff.
- Section 9.2 Emergency Closing of County Offices - Clarified that certain clerical employees of the Animal Shelter are not essential personnel.
- Section HR 9.3 Vital Information Exhibit X Notice of Vital Information Change - Revised form to include both home and cell phone as well as email information.
- Section 9.4 Workspaces and Workplaces - Moved Open Flames section down to page 3.
- Section 9.9 Use of County Vehicles - Revised to specify monitoring and use of GPS (global positioning systems).

WHEREAS, the revisions to the Human Resources Manual have been recommended by the County Administrator and appear to be necessary and appropriate; and

WHEREAS, to completely implement the revisions to the Human Resources Manual, it is necessary to amend the Gloucester County Administrative Code Section PER-6.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the County of Gloucester hereby approves the revisions to the Human Resources Manual and hereby directs that Gloucester County Administrative Code Section PER-6 be amended to reflect the amendment of this manual.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, April 6, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

Summary of HR Manual Changes (4/6/16)

AS

The Human Resources policies listed below have been reviewed and modified as deemed necessary. Clarification was needed to enhance the understanding of these policies. Please see below for specific details on the revisions.

1.	Section 1.6 Equal Employment Opportunity and Affirmative Action	Revised in accordance with NJLAD including but not limited to the 2014 law that grants protected status to pregnant women under NJLAD
2.	Section 5.1 Health Benefits	On page 5, updated italicized paragraph regarding life changing events and the prescribed time limit of 60 days to notify NJ SHBP and Human Resources. On page 7, clarified that only benefits provided as negotiated
3.	Section 5.10 Employee Assistance Program	Revised to reflect current EAP provider name and phone number
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County of Gloucester
Human Resources Manual

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Exhibit C - Employee Acknowledgement			12/15/10	02/02/11
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County of Gloucester
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CHAPTER:	1 - FUNDAMENTALS	ADOPTED: 3/7/06
SECTION:	6 - EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION	REVISED: 4/6/16

Equal Employment Opportunity regardless of race, creed, color, national origin, ancestry, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, pregnancy, sex, gender identity or expression, disability or atypical hereditary cellular or blood trait of any individual, service in the Armed Forces of the United States, nationality, and the refusal to submit to genetic testing or make available the results of a genetic test to an employer, is the law of this State. As embodied in Title VII of the Civil Rights Act of 1964 as amended in 1972, the Civil Rights Action of 1991, Executive Order No. 61, N.J.S.A. 11A:7-1 et seq., and the Americans with Disabilities Act of 1990, the Board of Chosen Freeholders declares that the policy and mandate of the County of Gloucester is to insure equal employment opportunity for all employees and applicants. This policy and mandate includes, but is not limited to, recruitment, selection, hiring, training, promotion, transfer, facility accessibility, reasonable accommodation (see HR 1.6 Exhibit B), layoff, return from layoff, compensation and fringe benefits. Equal Employment Opportunity also includes policies, procedures, and programs for recruitment, employment, training, promotion and retention of employees.

Affirmative Action means positive action undertaken with conviction and effort to overcome the present effects of past practices, policies or barriers to equal employment opportunity and to achieve the full and fair participation of women, minorities and any other protected groups found to be under-utilized in the County's workforce or affected by County policies, procedures or practices having an adverse impact. To effectuate this policy, we have authorized the development and results-oriented implementation programs which conform with all the relevant Federal and State non-discrimination and affirmative action regulations and their amendments which pertain to the legal basis for affirmative action and equal opportunity.

Employment practices will be reviewed routinely to ensure that the protected classes are receiving fair and equal consideration for job opportunities. Affirmative Action shall be taken to encourage members of protected groups to apply for positions within the County of Gloucester.

All personnel actions such as compensation, benefits, transfers, layoffs, training, education, training assistance, facility accessibility, reasonable accommodation (see HR 1.6 Exhibit B), and social and recreational programs will be administered without regard to race, national origin or ancestry, color, sex, affectional or sexual orientation, gender

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identity or expression, marital status, religion, age, disability, political affiliations, arrest record or other non-job related criteria.

All County employees have a responsibility to maintain high standards of honesty, integrity, and impartiality in the performance of the County's official business. Employee conduct in violation of these standards will not be tolerated. Sexual harassment, as well as harassment based on other protected classes, is a form of employee conduct that is prohibited.

This Equal Employment Opportunity/Affirmative Action Policy Statement will be available to all employees. All County employees must comply with this policy and those of this County. All managers, supervisors, Department Heads, and the Equal Opportunity/Affirmative Action Officer will be held responsible for the implementation and management of the Affirmative Action Program. This will be accomplished by incorporating workforce planning/equal employment opportunity efforts and results into the annual objectives and education of every supervisor and manager. Good faith efforts will be made to meet employment and policy goals as adopted.

As a public/government employer, the County of Gloucester must comply with the New Jersey Civil Service Commission Laws. This body of rules and regulations operates as the statutory basis for public employment. The County of Gloucester will further its Affirmative Action Plan in conjunction with, and not in conflict with, the Civil Services Laws.

This policy statement will be made available to employees via posting along with general equal employment opportunity/affirmative action information on bulletin boards in conspicuous locations throughout the County.

The County of Gloucester complies with all state and federal rules and regulations and does not discriminate on the basis of race, religion, color, national or ethnic origin, sexual orientation, age, marital status or disability in admission to, access to, or operations of its programs, services, or activities. In addition, Gloucester County encourages the participation of people with disabilities in its programs and activities and offers special services to all County residents 60 years of age and older. Inquiries regarding compliance may be directed to the Division of Disability Services at (856) 384-6842/New Jersey Relay Service 711 or the EEO office at (856) 384-6903.

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CHAPTER:	5 - EMPLOYEE BENEFITS	ADOPTED: 3/7/06
SECTION:	1 - HEALTH BENEFITS	REVISED: 4/6/16

Eligible employees and their dependents, as applicable, are afforded many health benefits through their employment with the County. Furthermore, eligible retirees enjoy a continuation of medical and prescription benefits. Average hours of a work week, years of service, and health benefits through other sources are examples of circumstances that affect an individual's ability to enjoy these benefits. Non-Union employees that have benefits through retirement from another public entity are not eligible for benefits with the County.

Errors in either enrollment or claim forms are the responsibility of the employee and not the employer.

If an employee does not expect the need for medical or prescription benefits and has coverage elsewhere, employees may choose to waive this coverage (see HR 5.2 for more details). PLEASE NOTE: state statute specifically prohibits two members who are each enrolled in SHBP from covering each other. Therefore, an eligible individual may only enroll in the SHBP as an employee or retiree, or be covered as a dependent.

Currently, Conner Strong & Buckelew is the administrator for many of the County's health benefits. Employees may contact Conner Strong & Buckelew through the following mechanisms:

Conner Strong & Buckelew
40 Lake Center Executive Park
401 Route 73 North
P.O. Box 989
Marlton, NJ 08053
Tel: 800-563-9929
Fax: 856-685-2253
cssteam@connerstrong.com

In accordance with Chapter 78, P.L. 2011, effective June 28th 2011, employees receiving health benefits (medical, prescription, dental and vision) pay a contribution towards the cost of health benefits. Section 80 of the law allows employers time for a practical and prospective implementation of increased employee contributions. When implemented after the effective date, there is no retroactive impact. The provision allows for administrative convenience and does not affect the effective date. For example, for employees not covered by a CNA (collective negotiations agreement), *if* the first year deduction was started on January 1, 2012, the implementation date of the second year increase in benefits is the pay period including July 1, 2012.

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The minimum health contribution required is 1.5% of salary and the law requires that the percent of premium contribution (derived from salary and types of coverage tables list below) is multiplied by the total premium due for each employee and deducted from base salary; or as applicable for future retirees, the retirement allowance, including any cost-of-living amount paid (see Retirement Health Benefit section that follows for more details).

This contribution goes into effect immediately, or as soon as administratively feasible, for employees whose contracts are expired as of the effective date and for employees not covered by a union contract; for those employees covered by a collective negotiations agreement in effect on June 28th, 2011, the contribution commences with the expiration of said contract; furthermore, employees hired on or after the effective date of Chapter 78, P.L. 2011, (June 28th, 2011) shall contribute at the highest level (Year 4). Health benefit contribution payments can be made on a pre-tax basis through the Section 125 plan.

The following charts reflect the four-year phase-in of contribution levels for employees employed as of the effective date:

**HEALTH BENEFITS CONTRIBUTION FOR SINGLE COVERAGE
(PERCENTAGE OF PREMIUM)***

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 20,000	1.13%	2.25%	3.38%	4.50%
20,000-24,999.99	1.38%	2.75%	4.13%	5.50%
25,000-29,999.99	1.88%	3.75%	5.63%	7.50%
30,000-34,999.99	2.50%	5.00%	7.50%	10.00%
35,000-39,999.99	2.75%	5.50%	8.25%	11.00%
40,000-44,999.99	3.00%	6.00%	9.00%	12.00%
45,000-49,999.99	3.50%	7.00%	10.50%	14.00%
50,000-54,999.99	5.00%	10.00%	15.00%	20.00%
55,000-59,999.99	5.75%	11.50%	17.25%	23.00%
60,000-64,999.99	6.75%	13.50%	20.25%	27.00%
65,000-69,999.99	7.25%	14.50%	21.75%	29.00%
70,000-74,999.99	8.00%	16.00%	24.00%	32.00%
75,000-79,999.99	8.25%	16.50%	24.75%	33.00%
80,000-94,999.99	8.50%	17.00%	25.50%	34.00%

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95,000 and over	8.75%	17.50%	26.25%	35.00%
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*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

**HEALTH BENEFITS CONTRIBUTION FOR FAMILY COVERAGE
(PERCENTAGE OF PREMIUM)***

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 25,000	0.75%	1.50%	2.25%	3.00%
25,000-29,999.99	1.00%	2.00%	3.00%	4.00%
30,000-34,999.99	1.25%	2.50%	3.75%	5.00%
35,000-39,999.99	1.50%	3.00%	4.50%	6.00%
40,000-44,999.99	1.75%	3.50%	5.25%	7.00%
45,000-49,999.99	2.25%	4.50%	6.75%	9.00%
50,000-54,999.99	3.00%	6.00%	9.00%	12.00%
55,000-59,999.99	3.50%	7.00%	10.50%	14.00%
60,000-64,999.99	4.25%	8.50%	12.75%	17.00%
65,000-69,999.99	4.75%	9.50%	14.25%	19.00%
70,000-74,999.99	5.50%	11.00%	16.50%	22.00%
75,000-79,999.99	5.75%	11.50%	17.25%	23.00%
80,000-84,999.99	6.00%	12.00%	18.00%	24.00%
85,000-89,999.99	6.50%	13.00%	19.50%	26.00%
90,000-94,999.99	7.00%	14.00%	21.00%	28.00%
95,000-99,999.99	7.25%	14.50%	21.75%	29.00%
100,000-109,999.99	8.00%	16.00%	24.00%	32.00%
110,000 and over	8.75%	17.50%	26.25%	35.00%

*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

**HEALTH BENEFITS CONTRIBUTION FOR
MEMBER/SPOUSE/PARTNER OR PARENT/CHILD COVERAGE
(PERCENTAGE OF PREMIUM)***

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 25,000	0.88%	1.75%	2.63%	3.50%
25,000-29,999.99	1.13%	2.25%	3.38%	4.50%
30,000-34,999.99	1.50%	3.00%	4.50%	6.00%

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35,000-39,999.99	1.75%	3.50%	5.25%	7.00%
40,000-44,999.99	2.00%	4.00%	6.00%	8.00%
45,000-49,999.99	2.50%	5.00%	7.50%	10.00%
50,000-54,999.99	3.75%	7.50%	11.25%	15.00%
55,000-59,999.99	4.25%	8.50%	12.75%	17.00%
60,000-64,999.99	5.25%	10.50%	15.75%	21.00%
65,000-69,999.99	5.75%	11.50%	17.25%	23.00%
70,000-74,999.99	6.50%	13.00%	19.50%	26.00%
75,000-79,999.99	6.75%	13.50%	20.25%	27.00%
80,000-84,999.99	7.00%	14.00%	21.00%	28.00%
85,000-99,999.99	7.50%	15.00%	22.50%	30.00%
100,000 and over	8.75%	17.50%	26.25%	35.00%

*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

Medical

All full-time employees and certain part-time employees in accordance with the appropriate negotiated agreement, and eligible dependents of eligible employees, may choose to select one of the NJ State Health Benefit plans according to the negotiated contracts.

All employees must select a plan or indicate that they wish no coverage (see HR 5.2 for more details).

Coverage for new employees will begin exactly 60 days from the date of hire for Medical and Prescription benefits and 60 days following the first of the month for Dental and BCS Vision Plan benefits.

Identification cards will be distributed from the insurance carriers. Dental and Vision use the group number only.

After retirement, termination of coverage, or while on an approved leave of absence, medical health benefit coverage may be continued. You must notify Human Resources of your retirement/termination date to ensure uninterrupted group coverage. Human Resources will in turn contact Conner Strong & Buckelew. Conner Strong & Buckelew will answer generic questions pertaining to retirement prior to being notified by Gloucester County Human Resources. Please see HR 2.7 Exhibit E explains Continuation of Coverage forms for employees, dependents, and separated/divorced spouses/civilly unionized partners.

Any employee who fails to enroll his/her dependents or wishes to change from one plan to another may only make changes to medical and prescription during the Annual Open Enrollment period in October, with coverage effective January 1.

The only other time you may make changes to your plan is if you experience a Life Changing Event or if you or your dependent(s) experience a loss of coverage. A Life Changing Event is defined as death, divorce/dissolution of civil union, marriage/civil union, or birth. If you experience a life changing event, you have 60 days to notify the NJ State Health Benefits Program and Human Resources. If an employee or eligible dependents are not enrolled within 60 days of the time they first become eligible for coverage, the employee must wait until the next annual Open Enrollment period to do so.

Please note that if you have a change of address, or name, you must notify Human Resources (see HR 9.3).

Dental

Single dental coverage is available for all full-time and eligible part-time employees in accordance with the current negotiated contracts and for non-union employees. A description of plan benefits can be obtained through Conner Strong & Buckelew Companies.

Gloucester County also offers the opportunity for union employees in accordance with the current negotiated contracts and non-union employees to elect a group dental plan for spouses/civilly unionized partners and/or dependents. The additional cost above the traditional, employee only, dental plan must be partially paid through payroll deduction by the employee. In accordance with the negotiated contract, the employer may contribute towards this plan; in the case of non-union employees, these terms follow the signed CWA contract. A description of plan benefits can be obtained through Conner Strong & Buckelew.

Annual Open Enrollment for dental and vision is done in October for an effective date of January 1.

Prescription

Gloucester County provides prescription coverage for all full-time employees, eligible part-time employees in accordance with the current negotiated contracts, and their eligible dependents. The plan is offered in accordance with State Health Plan Benefits.

Coverage for new employees begins the first day of the month following the completion of 60 days of employment.

Prescription cards will be distributed by the prescription carrier prior to the effective date of coverage.

Vision

The BCS Life Insurance Company vision plan benefit is offered in accordance with the appropriate negotiated collective bargaining agreement. As applicable, this benefit is offered to employees and their dependents. BCS will reimburse the covered person for a portion of one annual eye examination every 12 months. The plan also provides an allowance toward the cost of lenses every 12 months and frames every 24 months. A description of plan benefits and claim forms can be obtained through Conner Strong & Buckelew.

Annual Open Enrollment for dental and vision is done in October for an effective date of January 1.

Retirement Health Benefits

Insurance coverage for medical and prescription benefits will be provided to retirees as follows:

The Employer shall continue medical coverage for employees who retire on pension with at least twenty-five (25) years or more credited service in PERS or PFRS, together with their dependents.

The employer will provide for continuation of prescription benefits to all employees who retire with at least twenty-five (25) years of pension time and seven years employment with the County. Employees should refer to their respective bargaining unit contract to determine whether prescription coverage extends to spouses/civil union partners and dependents.

Active employees who have 25 years or more years of service credit as of the effective date of Chapter 78 (June 28th, 2011) are grandfathered and are governed by the terms applicable on the date they accrue 25 years of service credit.

Employees who retire on an approved disability retirement, or who had 20 or more years of service credit at June 28th, 2011 and later retire with 25 or more years of service credit, are not subject to the contribution provisions of Chapter 78.

Employees who are not grandfathered (see preceding two paragraphs), who do not fall within the above provisions, and who become eligible for employer-paid post-retirement benefits after 25 years of service, will be subject to a contribution toward postretirement medical coverage based on the applicable percentage of premium as determined by the annual retirement allowance, including any cost-of-living adjustments. A minimum contribution of 1.5% of the monthly retirement allowance is required.

The County shall not provide any benefits other than what is bargained for under the respective collective bargaining agreement or explicitly given to a non-union employee.

Employee:

All new, eligible employees:

Please note that you are not covered until you enroll in the SHBP. You must fill out a *Health Benefits Program Application* and provide all the information requested along with any required supporting documentation

Or

Elect no coverage (see HR 5.2).

Should notify Human Resources and Conner Strong & Buckelew of changes in coverage (additions or deletions of dependents) as soon as possible to ensure proper coverage (HR 5.1 Exhibit N). Please note that if you do not enroll all eligible members of your family within 60 days of the time you or they first become eligible for coverage, you must wait until the next Open Enrollment period to do so

Should contact Human Resources and Conner Strong & Buckelew as early as possible for complete details on continuing medical health benefits after retirement, termination of coverage, or while on an approved leave of absence to ensure uninterrupted group coverage.

Human Resources and Conner Strong & Buckelew:

Provides enrollment forms and information about the features of the available health, dental, prescription and vision benefit programs for all eligible employees.

Provides enrollment application and documentation to the State Health Benefit Plan.

Oversees changes in coverage or questions pertaining to coverage as applicable.

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CHAPTER:	5 – EMPLOYEE BENEFITS	ADOPTED: 3/7/06
SECTION:	10 – EMPLOYEE ASSISTANCE PROGRAM	REVISED: 4/6/16

The County offers a program called the Employee Assistance Program (EAP). If an employee is experiencing difficulties that interfere with functioning at work and/or at home, EAP is available to assist the employee. EAP helps employees identify problem areas, offers counsel and training. If necessary, referrals are made to appropriate treatment resources. EAP, established through a joint management-labor committee, maintains a coordinated and flexible system of service to help employees and their families.

All contacts with the EAP, whether initiated by the County through referrals or by the employee through direct contact, are handled with the strictest confidentiality.

The program includes, but is not limited to, counsel and training for:

- (1) Emotional Difficulties
- (2) Drug and Alcohol Abuse
- (3) Compulsive Gambling
- (4) Financial Concerns
- (5) Legal Concerns
- (6) Family Issues

Penn Medicine, Penn Behavioral Health provides the Gloucester County EAP. Anyone seeking additional information regarding this program, should contact Human Resources at (856) 853-3264 or the Employee Assistance Program directly and toll free at (888) 321-4433.

An employee's participation in EAP is not a substitute for actual improvement in job performance. Where applicable, the employee remains responsible for making any required improvements in job performance whether or not he/she agrees to participate in EAP.

The County may refer an employee to the EAP. Depending on the nature of the situation, the EAP may refer the employee to a substance abuse professional (SAP). Any costs associated with the SAP are the responsibility of the employee. However, in most cases, this cost is covered by the employee's medical plan.

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CHAPTER:	5 – EMPLOYEE BENEFITS	ADOPTED: 11/21/06
SECTION:	12 – ADDITIONAL OPTIONAL BENEFITS	REVISED: 4/6/16

Gloucester County offers several optional benefits that employees may opt to participate in and/or purchase including credit union banking, deferred compensation, as well as a variety of insurance products and services. Employees can learn more about these options at new employee orientation, at open enrollments or by appointment.

Credit Union

By virtue of public employment, County employees are eligible to join the South Jersey Federal Credit Union and/or the Police & Fire Federal Credit Union which provide an array of financial services including checking, vacation and Christmas club savings accounts as well as lending and investment products.

For more information about South Jersey Federal Credit Union, please call (856) 232-9000 or visit the credit union at 1615 Hurffville Road, Deptford, NJ 08096 or on the web at www.southjerseyfcu.com.

For more information about the Police & Fire Credit Union, please call (856) 302-4400 or visit the credit union at 5901 Route 42 South, Washington Township, NJ 08012 or on the web at www.pffcu.org.

Deferred Compensation

Deferred Compensation is a way for employees to save for retirement over and above the State pension plan. Gloucester County utilizes four companies to offer deferred compensation packages: Lincoln Financial, Mass Mutual, MetLife, and VALIC. These companies are available to assist you in setting retirement savings goals and developing investment strategies to secure retirement.

MetLife: 877-263-8457 (Existing Account Information Only)
Lincoln: (856)488-2874
Mass Mutual: 1-800-743-5274
VALIC: (800)375-1133 x2379 / (856)596-4830 x2379

Insurance Products and Services

The county offers employees a variety of insurance products and services through Aflac Administrative Services including, but not limited to, Accident Disability, Cancer,

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Dental, and Short-Term Disability. Furthermore, two types of flexible spending accounts, un-reimbursed medical expenses and dependent day care, are offered.

Flexible spending allows participants set aside a portion of each paycheck for qualified expenses (medical and dependent day care). This amount is deducted from the participant's paycheck before taxes are calculated, so the taxes the participant owes should decrease. In other words, participants will not pay taxes on the money spent on qualified expenses.

Qualified medical expenses include:

- Insurance co-payments and deductibles
- Vision care (eye exams, eye glasses, contact lenses and solution, corrective eye surgery)
- Drugs, legally obtained by prescription, insulin, and/or over-the-counter medicines
- Service fees for medical care (consultations, diagnostic lab work, etc.) provided by physicians, surgeons, specialists, or other medical providers
- Diabetic supplies (blood sugar monitor, syringes, test strips, etc.).

Questions should be directed to our AFLAC representative at (856) 419-1869.

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CHAPTER:	7 – CONDUCT AND PERFORMANCE	ADOPTED: 3/7/06
SECTION:	6 – DRUGS AND ALCOHOL	REVISED: 4/6/16

The County is strongly committed to a workplace free of alcohol and drugs for the safety of its employees and the citizens entrusted to their care. It is the policy of the County to institute the components of the Drug-Free Workplace Act of 1988. As required by federal regulations, this policy is provided to offer guidance to Department Heads/designees and employees in dealing with drug and alcohol abuse. This policy is intended to enhance productivity and safety, and to foster excellence by maintaining a safe and healthy environment for employees.

The use, sale, dispensing, distribution, possession or manufacture of illegal drugs and narcotics or alcoholic beverages on the premises is prohibited. Any employee partaking in any of these prohibited activities will be subject to discipline up to and including discharge.

This prohibition also covers all legal or prescription drugs which impair an employee's ability to perform his/her job safely or properly. Employees using prescription drugs that may affect job performance or safety must notify, along with acceptable medical documentation, Human Resources and/or their supervisor or Department Head who is required to maintain the confidentiality of any information regarding an employee's medical condition. A determination will then be made as to whether the employee should be able to perform his/her job safely and properly by Human Resources.

Any employee under the influence of prohibited drugs or alcohol which impairs judgment, performance, or behavior while on the premises or while on County business or during working hours will be subject to discipline, including termination.

The County strongly urges employees to use the Employee Assistance Program (EAP) for help with alcohol or drug problems. EAP offers counsel, and if necessary, makes referrals to appropriate treatment resources (please refer to HR 5.10 for more details about the EAP). It is each employee's responsibility to seek assistance from EAP before the problem affects judgment, performance or behavior.

To further this commitment to providing a safe, drug-free and alcohol-free environment, the County has adopted the following policies:

- an employee and supervisor education and training program;
- a drug and alcohol testing program for employees and applicants for employment in, but not limited to, safety-sensitive positions;

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- a program for evaluating employees who violate the drug and alcohol abuse policy;
- and administrative procedures for record keeping,

All employees who have a commercial driver's license (CDL) and/or perform safety-sensitive functions will be included in the drug and alcohol testing program. This includes, but is not limited to, the following departments: Public Works (Highway Division), Division of Fleet Management, Parks and Recreation, Division of Transportation Services, Corrections, and Office of Emergency Management. However, any employee may be tested due to reasonable suspicion.

This list is subject to amendment at any time.

Law Enforcement employees that work in the Sheriff's Office, the Prosecutor's Office, and the Department of Corrections are subject to the New Jersey Attorney General's Law Enforcement Drug Testing Policy.

If impairment is suspected for an employee whose job responsibilities are not safety-sensitive or law enforcement and job performance is affected, the first step the Department Head or designee should take is to have the employee removed from the job. If this occurs during regular weekday hours, the Department Head/designee should contact Human Resources for further guidance.

If this occurs (impairment and job performance is affected) on an evening, night or weekend shift, the Department Head/designee should contact Ambassador Medical Services at (856) 810-0242 unless health and safety is a concern, the Department Head/designee should call 911.

Also, the Employee Assistance Program which is available to assist management in handling such situations, 24 hours a day, seven days a week (refer to HR 5.10 for the name and phone number of the County's EAP provider).

The Department Head/designee should document the occurrence including notes on employee's behavior, appearance, and speech as well as any other factors that lead to the suspicion of impairment. The Department Head should contact Human Resources the next weekday day shift immediately following the occurrence for further direction.

Reasonable suspicion is established if a trained supervisor or County official reasonably concludes such; based on specific, contemporaneous, articulable observations concerning the employee's appearance, behavior, speech, or body odors. The reasonable suspicion observations of the supervisor or County official must be documented on HR 7.6 Exhibit V titled Reasonable Suspicion Checklist.

Employees may undergo reasonable suspicion testing for alcohol only while the employee is performing safety-sensitive functions; just before the employee is to perform safety-sensitive functions; or just after the employee has ceased performing such functions.

If an alcohol test required is not administered within two hours following the determination written documentation will be prepared and maintained on file. This record will detail the reasons the alcohol test was not promptly administered. If an alcohol test is not administered within eight hours following the determination, there will be no more attempts to administer an alcohol test. Written documentation detailing the reasons for not administering the test is required. FMCSA regulations state that if no alcohol test is administered, 24 hours must elapse from the time of original determination before performance of safety sensitive functions.

Employee Categories Subject to Testing:

Participation in this drug and alcohol testing program is a condition of employment for each safety-sensitive employee or volunteer. Applicants for safety-sensitive positions are also subject to this drug and alcohol policy. Pursuant to the County policy, any employee who reports for work, performs work, or is on County property with any detectable level of blood alcohol content or any detectable level of a controlled substance in his or her urine shall be subject to disciplinary action up to and including discharge.

Anyone designated in DOT regulations as a safety sensitive employee is subject to DOT drug and alcohol testing. All applicable employees working for the County or applying for a position are covered. This includes employees covered by 49 CFR Part 655 and 49 CFR Part 382 when performing safety sensitive functions as defined by the respective regulations.

Prohibited Conduct:

Employees who perform a safety-sensitive function are strictly prohibited from using or ingesting prohibited drugs in accordance with applicable DOT regulations.

Manufacturing, distributing, dispensing, possessing, or using controlled substances in the workplace is prohibited, pursuant to the Drug-Free Workplace Act. It is County policy that any employee who manufactures, distributes, dispenses, processes, sells, attempts to sell, or arranges to sell a controlled substance to any other person while on duty or on County property shall be subject to discipline up to and including discharge. The ingestion of alcohol for up to four hours before the performance of safety sensitive functions is prohibited regardless of the resulting alcohol concentration level by both FTA and FMCSA. In addition FTA specifically prohibits the consumption of alcohol for the specified on-call hours of each covered employee who is on-call. The procedure shall include: (1) The opportunity for the covered employee to acknowledge the use of alcohol

at the time he or she is called to report to duty and the inability to perform his or her safety-sensitive function. (2) The requirement that the covered employee take an alcohol test, if the covered employee has acknowledged the use of alcohol, but claims ability to perform his or her safety-sensitive function. FTA and FMCSA prohibit the ingestion of alcohol for up to eight hours following an accident by any employee involved in an accident unless the employee has already performed a post accident alcohol test if required.

As referred to in this policy, *alcohol* means any food, beverage, mixture, or preparation, including any medication, containing ethyl alcohol. *Controlled substance* means a stimulant, hallucinogen narcotic, cannabinoid, or derivation or combination thereof, or any other substance controlled by the law. The County intends this definition also to apply to any other substance that impairs one's ability to fully and safely perform his or her job. The U.S. Department of Transportation (DOT) regulations currently prohibit the performance of safety-sensitive functions when a prohibited level of any specified drug is detectable in the employee's urine. Testing of safety-sensitive employees for these drugs is therefore performed under the authority of and pursuant to DOT regulations.

Testing-General:

For DOT subject employees all testing will be performed in accordance with the provisions set forth in 49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs.

The County will adhere to all required standards of confidentiality. Testing records and results will be released only to those authorized to receive such information.

Typically, administration of breath tests for alcohol will be performed concurrently with urine collections. However, the County reserves the right to administer breath tests separately from urine collections and to administer breath tests and/or urine collections on County premises.

Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. Specimen validity testing is the evaluation of the specimen to determine if it is consistent with normal human urine. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

For DOT drug and alcohol tests: Refusal to submit means any circumstance outlined in 49 CFR 40.191 and 49 CFR 40.261 as well as 49 CFR 382 and 49 CFR 655; including:

- Failure to provide a breath or urine sample
- Provide an insufficient volume without valid medical explanation
- Adulterate or substitute a specimen

- Failure to appear within a reasonable time
- Leave the scene of an accident without just cause prior to submitting to a test
- Leave the collection facility prior to test completion
- Failure to permit an observed or monitored collection when required
- This includes failure to follow the observer's instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
- Possess or wear a prosthetic or other device that could be used to interfere with the collection process.
- Failure to take a second test when required
- Failure to undergo a medical examination when required
- Failure to cooperate with any part of the testing process
- Failure to sign Step 2 of alcohol test form
- Once test is underway, fail to remain at site and provide a specimen
- Or the MRO verifies that you provided an adulterated/substituted sample.

For pre-employment tests only, DOT regulations indicate that failure to appear, aborting the collection before the test commences, or failure to remain at the site prior to commencement does not constitute a refusal.

Testing for Controlled Substances:

Drug testing of safety-sensitive employees authorized by DOT regulations is limited to the following substances:

- Marijuana metabolites
- Cocaine metabolites
- Amphetamines
- Opiate metabolites
- Phencyclidine (PCP)

Testing for Alcohol:

FMCSA specifically prohibits any driver tested in accordance with the regulations and who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 from performing or continue to perform safety-sensitive functions for an employer, including driving a commercial motor vehicle, nor shall an employer permit the driver to perform or continue to perform safety-sensitive functions, until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following administration of the test

FTA specifically prohibits any covered employee tested in accordance with the regulations and who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 to perform or continue to perform safety-sensitive functions, until the employee's alcohol concentration measures less than 0.02; or the start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.

Role of the Medical Review Officer (MRO):

All urinalysis drug results will be communicated by the laboratory to a specially trained physician serving as MRO. The MRO will notify the County directly if an employee's test result is negative. If the test is positive, the MRO will contact the employee to discuss the test and determine if the positive result is valid. The County will only be informed that an individual has tested positive and negative. The specific drug(s) involved and level(s) detected will not be disclosed to the County by the MRO.

Role of the Outside Contractor:

The County has engaged a contractor to perform specific services such as arranging collection sites, laboratory testing, chain of custody procedures, etc. The contractor will provide the MRO(s) and BAT(s) in accordance with applicable DOT regulations.

Types of Testing:

The County will perform the following types of drug and alcohol testing:

- Pre-Employment Testing;
- Reasonable Suspicion Testing;
- Post Accident Testing;
- Random Testing;
- Return to Duty Testing;
- Follow-Up Testing;

For those employees subjected to DOT regulations, alcohol and drug testing will be in accordance with and as specified in applicable regulations.

The County of Gloucester adopts the safety sensitive definitions as provided by the Federal Motor Carrier Safety Administration and the Federal Transit Agency.

Under FMCSA, safety sensitive function means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:

- Driving a commercial motor vehicle which requires the driver to have a commercial driver's license (CDL)
- Inspecting, servicing, or repairing any commercial motor vehicle
- Waiting to be dispatched to operate a commercial motor vehicle
- Performing all other functions in or upon a commercial motor vehicle
- Loading or unloading a commercial motor vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments being loaded or unloaded
- Performing driver requirements associated with an accident
- Repairing, obtaining assistance, or remaining in attendance upon a disabled commercial motor vehicle

Under FTA an employee is a safety-sensitive employee if he/she performs any of the following but not limited to:

- Operation of a non-revenue vehicle requiring a CDL
- Contractor employees that stand in the shoes of Transit System employees also have to comply
- Covered employee means a person, including an applicant or transferee, who performs or will perform a safety-sensitive function.
- A volunteer is a covered employee if:
 - (1) The volunteer is required to hold a commercial driver's license to operate the vehicle; or
 - (2) The volunteer performs a safety-sensitive function for an entity subject to this part and receives remuneration in excess of his or her actual expenses incurred while engaged in the volunteer activity

Pre-Employment Testing

All applicants for employment (Post-Offer, Pre-Employment) or employees being transferred into safety-sensitive positions will be informed of the testing requirements and will undergo pre-employment drug tests. The County will not hire an applicant or transfer an employee to a safety-sensitive position unless the applicant or employee passes the pre-employment drug test.

A positive pre-employment test for drug shall be considered sufficient grounds to disqualify the applicant from employment with the County or to disqualify an incumbent employee's application for transfer into a safety-sensitive position. In addition, an incumbent employee whose test result is positive will be subject to the same procedures as for a positive random test.

The County will not hire an applicant that has failed a drug test or who has refused to take the test. Furthermore, the County will not assign an employee who has failed or

refused to take a drug test to a safety-sensitive position. If such an applicant later applies for County employment or if such an employee later applies for a safety-sensitive position, the County may, in its sole discretion, administer another drug test. If the employee or applicant passes the second pre-employment test, the County may, in its sole discretion, hire the applicant or assign the employee to work in a safety-sensitive position.

FMCSA Exception: The driver has participated in a controlled substances testing program that meets the requirements of part 382.301 within the previous 30 days; and while participating in that program, either was tested for controlled substances within the past 6 months (from the date of application), or participated in the random controlled substances testing program for the previous 12 months (from the date of application); and no prior employer of the driver, of whom the County has knowledge has records of a violation of this part or the controlled substances use rule of another DOT agency within the previous six months.

FTA requires that employees who have not performed a safety-sensitive function for 90 consecutive calendar days regardless of the reason, and have not been available to participate in the random selection pool during that time, must take a pre-employment drug test with a verified negative result prior to performance of safety sensitive duties.

Reasonable Suspicion Testing

The County will require an employee who performs a safety-sensitive function to submit to a drug or alcohol test when the County has a reasonable suspicion that the employee is under the influence or impaired judgment during working hours, while on County premises or while using County property. Reasonable suspicion is established if two trained supervisors reasonably conclude based on their observation that an employee has used drugs or misused alcohol. The determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulate observations concerning the appearance, behavior, speech, or body odors of the employees.

An employee who undergoes reasonable suspicion testing will be removed from service pending the test results. If the test results are negative, the employee will be returned to work and paid for any time lost. If the result is positive, the employee will be subject to discipline, up to and including discharge, as determined by the County. If the employee is not discharged, the employee shall, at a minimum, be subject to the same requirements regarding assessment, rehabilitation, and return to drug testing as applied to employees following a positive random test (see below).

The employee will be transported to and from the testing site by a supervisor to reduce the potential danger to the employee and/or others.

Reasonable suspicion is established if a trained supervisor or County official reasonably concludes such; based on specific, contemporaneous, articulable observations concerning the employee's appearance, behavior, speech, or body odors. The reasonable suspicion observations of the supervisor or County official must be documented utilizing 7.6 Exhibit M titled Reasonable Suspicion Checklist.

Employees may undergo reasonable suspicion testing for alcohol only while the employee is performing safety-sensitive functions; just before the employee is to perform safety-sensitive functions; or just after the employee has ceased performing such functions.

If an alcohol test required is not administered within two hours following the determination written documentation will be prepared and maintained on file. This record will detail the reasons the alcohol test was not promptly administered. If an alcohol test is not administered within eight hours following the determination, there will be no more attempts to administer an alcohol test. Written documentation detailing the reasons for not administering the test is required. FMCSA regulations state that if no alcohol test is administered, 24 hours must elapse from the time of original determination before performance of safety sensitive functions.

Post Accident Testing

Testing, of drivers and those defined as performing safety sensitive functions, is mandatory as required by DOT regulations following an accident as defined in 49 CFR 382.303 and 49 CFR 655.44.

FMCSA requires post accident alcohol testing as soon as practicable. Tests performed after 2 hours are required to have documentation in the file detailing the reasons the test was delayed. After a delay of eight hours or more, no more attempts will be made and written documentation is required.

FMCSA requires post accident drug testing as soon as possible, but within 32 hours following the accident. After 32 hours, no testing will be made and the file will be provided with written documentation regarding the reason.

FMCSA requires drivers subject to post accident testing to remain available for such testing. Failure to do so may be construed as a refusal to submit to testing. This does not include leaving the scene to receive emergency medical care.

The results of a blood, urine, or breath test for the use of prohibited drugs or alcohol misuse, conducted by Federal, State, or local officials having independent authority for the test, shall be considered to meet the requirements provided that the test results are obtained by the employer. Such test results may be used only when the employer is unable to perform a post-accident test within the required period.

Employees and supervisors should follow the following steps in a post accident situation:

- treat injuries first;
- cooperate with local law enforcement officers;
- explain to employees the need for testing;
- conduct tests promptly; and
- collect accident documentation promptly.

Random Testing

Random testing will be conducted for all employees performing a safety-sensitive function at a rate established by law. Random tests will be spread reasonably throughout the year. There will be no pattern to when random tests will be conducted. Random tests will be unannounced and all employees performing a safety-sensitive function will have an equal chance of being selected for testing from the random pool. Employees shall remain in the pool even after being selected and tested. An employee may therefore be selected for a random test more than once during the year. Employees will be selected anonymously using an identification number having no correlation to actual employee names. The employee must report immediately to the collection site after receiving notification of his/her selection from the random pool.

If the result of a random urinalysis test is positive, the employee will be immediately disqualified from his or her present job title. The same applies to a confirmed positive breath test where the employee's BAC is not a level that would warrant immediate discharge without recourse to rehabilitation. The employee may then apply for reinstatement, subject to the Return-to-Duty conditions (described below).

Return-to-Duty Testing

An employee with a verified positive drug test result, an alcohol test result of 0.04 or greater, a refusal to submit to a test or any other activity violating this policy or state or federal law may not return to work until the employee is evaluated by a substance abuse professional and passes a return-to-duty test. To pass the return-to-duty test, the result must be a verified negative drug test or an alcohol test result of less than 0.02. The substance abuse professional will determine whether the employee needs to participate in a rehabilitation program and whether the employee has followed the recommendations for corrective action. A return-to-duty test will be performed only after the substance abuse professional has indicated that the employee has followed the corrective action recommendations.

When a subject employee tests positive or refuses a test or violates other provisions of an applicable DOT Agency that employee cannot work again in DOT safety-sensitive positions until successfully completing the Substance Abuse Professional(SAP) return-to-

duty requirements in Part 40. After successfully completing the SAP requirements, the employee may be eligible to return to work. But, before an employer can return the person to work in a safety-sensitive job, a SAP must determine that the employee successfully complied with the recommended treatment and education. The employee must then have a return-to-duty test and the test result must be negative.

Follow-Up Testing

Employees permitted to return to duty are subject to unannounced follow-up testing for at least 12 months and not more than 60 months. The County will determine the frequency and duration of the follow-up testing in consultation with the substance abuse professional. A minimum of 6 follow-up tests during the first 12 months after the employee has returned to duty will be performed. This follow-up testing is separate from and in addition to the regular random testing program. Accordingly, employees subject to follow-up testing will remain in the standard random pool and will be tested whenever their names come up for random testing, even if it means being tested twice in the same day, week, or month.

If an employee is subject to follow-up drug tests, the employee may be required to take one or more follow-up alcohol tests and pass with a result of less than 0.04. If the employee is subject to alcohol tests, the employee may be required to take one or more follow-up drug tests with a verified negative result.

Any positive test result for an employee who is subject to follow-up testing (including the positive result of a safety-sensitive job transfer, random, reasonable suspicion, post-accident, or other test) will be grounds for immediate discharge.

For DOT subject employees: Employees permitted to return to duty are subject to at least six unannounced follow-up tests for period of time that is no less than 12 months and no more than 60 months as determined by the Substance Abuse Professional. This follow-up testing is separate and in addition to the regular random testing program. All testing will meet the requirements detailed in 49 CFR 40, Subpart O.

The County is responsible for ensuring that the employee is tested according to the SAP's follow-up plan. These tests can be for drugs or alcohol or both. Any positive test result for an employee who is subject to follow-up testing (including the positive result of a safety-sensitive job transfer, random, reasonable suspicion, post-accident, or other test) will be grounds for immediate discharge.

Retesting at the Employee's Request:

DOT regulations provide for a "split sample" procedure which requires a portion of each urine specimen to be retained in a separate, sealed container. The employee whose urine test is positive may request that the split sample be tested at a separate laboratory meeting

the required Federal certification. Federal regulations require the request to be made within seventy-two (72) hours.

All costs associated with the re-testing or split sample testing must be prepaid by the employee, including shipping and handling, transportation, testing and reporting to the MRO. If the result of the retest or split sample is negative, these costs will be reimbursed to the employee.

Notification of Convictions:

Pursuant to the requirements of the Drug-Free Workplace Act, of 1988 employees must promptly notify the County of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

Consequences for Engaging in Drug and Alcohol Related Conduct:

An employee who tests positive for drugs or refuses to submit to a test must immediately be removed from performing a safety-sensitive position. An employee who tests positive for drugs or refuses to submit to a drug test may not perform a safety-sensitive function until the employee has been evaluated by the substance abuse professional, completed all recommended treatment, and return-to-duty drug test with a verified negative result, as mandated by 49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs. The County retains the right to terminate an employee who tests positive for drugs or refuses to submit to a drug test.

An employee who has an alcohol concentration of 0.02 or greater but less than 0.04 may not perform a safety-sensitive function until (1) the employee's alcohol concentration measures less than 0.02 or (2) the start of the employee's next regular scheduled duty period, provided such period is not less than 8 hours after following administration of the alcohol test.

An employee who has an alcohol concentration of 0.04 or greater may not perform a safety-sensitive function until the employee has been seen by a substance abuse professional, completed all recommended treatment, and passed the return-to-duty test with an alcohol concentration of less than 0.02. The County retains the right to terminate an employee who tests positive for alcohol or refuses to submit to an alcohol test.

The County will review the results of a retest in consultation with laboratory staff and the MRO. If the results of the test are negative, the County reserves the right to require the employee to provide a new urine sample for testing. If the County declines to require a new test, or if the results of this new test are negative, the employee will be reinstated with no loss of seniority and paid back for wages lost.

For DOT subject employees:

- Reports of dilute specimens; dilute positives will be treated as verified positives.
- For dilute negatives, all employees will be required to immediately take another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- Drug tests that are reported as invalid require that the employee immediately provide a new specimen under direct observation.
- Cancelled drug tests results require the immediate provision of another specimen.

Contact Person:

Federal regulations require that a single contact person be identified to answer questions about this policy. For the purposes of this policy, the contact person will be:

Joann Schneider
County of Gloucester, P.O. Box 337, Woodbury, NJ 08096
856-853-3264

Copies of relevant regulations are also available at this address.

Effects of Alcohol and Drug Addiction:

The Human Resource Manual will provide information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or a controlled substances problem (the driver's or a co-worker's); and available methods of intervening when an alcohol or a controlled substances problem is suspected, including confrontation, referral to any employee assistance program and or referral to management. Please refer to HR 5.10 titled Employee Assistance Program as well as HR 7.6 Exhibit N titled Commonly Abused Drugs.

Education and Training:

For, but not limited to, employees performing a safety-sensitive function, the County will provide educational materials explaining the requirements of the Federal Drug and Alcohol Testing Regulations and its policies and procedures. Employees performing a safety-sensitive function will also be provided with training on the effects and indicators of alcohol and drug use in accordance with federal regulations. Employees will be required to sign a form indicating that they have received a copy of the policies and procedures; the form will be filed in employee personnel files.

Shared Responsibility:

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

Certificate of Receipt:

Subject employees will be required to sign a statement certifying that he or she has received a copy of these materials described in this section. The County shall maintain the original of the signed certificate.

County of Gloucester
Human Resources Manual

CHAPTER:	7 – CONDUCT AND PERFORMANCE	ADOPTED: 3/7/06
SECTION:	7 – PROHIBITION OF DISCRIMINATION, HARASSMENT OR HOSTILE ENVIRONMENTS IN THE WORKPLACE	REVISED: 4/6/16

- I. The County of Gloucester is committed to providing every County employee with a workplace free from discriminatory harassment, including sexual harassment and/or a hostile work environment. The County of Gloucester has a no-tolerance policy towards all forms of unlawful employment discrimination based upon race, creed, color, national origin, ancestry, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, pregnancy, sex, gender identity or expression, disability or atypical hereditary cellular or blood trait of any individual, service in the Armed Forces of the United States, nationality, and the refusal to submit to genetic testing or make available the results of a genetic test to an employer.

Unlawful discriminatory harassment undermines the integrity of the employment relationship, compromises equal employment opportunity, debilitates morale and interferes with work productivity. This policy applies to all employees and applicants for employment with the County. The County of Gloucester has a no-tolerance position towards harassment or discrimination by anyone in the workplace including supervisors, co-workers, or non-employees. This policy applies to conduct which occurs in the workplace as well as that which occurs at any location that can be reasonably regarded as an extension of the workplace, such as any field location, any off-site business-related social function, or any facility where County business is being conducted and discussed.

This policy also applies to third party harassment. Third party harassment is unwelcome behavior of a sexual, racial or derogatory nature regarding any protected category that is not directed at an individual but is a part of that individual's work environment. Third party harassment based upon any of the aforementioned protected categories is prohibited by this policy.

This policy pertains to all employment practices including hiring, promotion, transfer, demotion, termination, salary, benefits, other privileges, conditions or terms of employment, layoff, internships, apprenticeships, training programs, fringe benefits, working conditions and career development.

II. Discriminatory Harassment Based on Race, Creed, Color, Age, Ancestry, Nationality, Marital or Domestic Partnership or Civil Union Status, Sex, Gender Identity or Expression, Disability, Liability for Military Service, Affectional or Sexual orientation, Atypical Cellular or Blood Trait, Genetic Information (including the refusal to genetic testing is Unlawful and is Prohibited).

It is a violation of this policy to engage in any employment practice or procedure which treats an employee less favorably based upon a person's race, creed, color, national origin, age, ancestry, nationality, marital or domestic partnership or civil union status, sex, gender identity or expression, disability, liability for military service, affectional or sexual orientation, atypical cellular or blood trait, and genetic information (including refusal to submit to genetic testing) which have the effect of harassing an employee or creating a hostile work environment. Discriminatory Harassment or the creation of a hostile work environment can occur even if there was no intent on the part of an individual to harass or demean another.

Examples of Behaviors That May Constitute Prohibited Workplace Discrimination or Harassment Include, But Are Not Limited To:

- Discriminating against an individual with regard to terms and conditions of employment because of that individual's race, gender, age, religion, disability, affectional or sexual orientation, gender identity or expression, place of origin, or his or her ancestor's place of origin.
- Treating an individual differently because of race, gender, age, religion, disability, affectional or sexual orientation, gender identity or expression, place of origin, or his or her ancestors' place of origin, or because an individual has the physical, cultural or linguistic characteristics of a racial or national origin group.
- Treating an individual differently because of marriage to or association with persons of a racial, religious or national origin group; or due to membership in or association with an organization identified with the interests of a racial, religious or national origin group; or because an individual's name or spouse's/civil union partner's name is associated with a racial, religious or national origin group.
- Calling another by an unwanted nickname which refers to one or more of the above characteristics, or telling ethnic jokes which harasses an employee or create a hostile work environment.
- Using derogatory references regarding any of the above characteristics in any job-related communication.

- Engaging in threatening, intimidating, or hostile acts, in the workplace, based on the foregoing classifications.
- Displaying or distributing material in the workplace that contains language or images that are derogatory or demeaning, based upon any of the foregoing classifications.

III. **SEXUAL HARASSMENT**

As part of the Employee Conduct and Performance Policy it is a violation of same to engage in sexual harassment of any kind. For the purposes of this policy, sexual harassment, with or without sexual conduct, is defined, as in the Equal Employment Opportunity Guidelines, as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when, for example:

- submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual Harassment generally falls into two categories: quid pro quo and hostile work environment harassment:

A. Quid Pro Quo Sexual Harassment is a form of harassment that may include unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct based on the gender of the affected employee when: (a) submission to such conduct is made either explicitly or implicitly a term or condition of employment; or (b) submission to or rejection of such conduct by an individual is used as a basis for employment decisions. It shall be a violation of this policy for any person to use his or her authority to make any sexual advance toward an individual over whom the person is authorized to make, recommend or otherwise to influence personnel actions; to grant, recommend, or refuse to take personnel action on the basis of an employee's gender or sexual orientation, gender identity or expression, or in exchange for sexual favors; or to take or fail to take a personnel action as reprisal against any employee for rejecting or reporting a sexual advance. Sexual advances or requests for sexual favors can be in the form of either expressed or implied comments, writings, or actions.

B. Hostile Work Environment Sexual Harassment is a form of harassment that may include unwelcome sexual advances, requests for sexual favors, and other

verbal or physical conduct of a sexual nature which has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Gender-based harassment may give rise to a claim of a hostile environment whether or not sexual activity or language is involved, if it has the purpose or effect of abusing, devaluing or subordinating the members of one sex and it adversely affects an individual's employment opportunities.

C. Third party sexual harassment is unwelcome behavior of a sexual nature or based on sex that is not directed at an individual but is a part of an individual's work environment.

Examples of Prohibited Behaviors That May Constitute Sexual Harassment Include, But Are Not Limited To:

- Generalized gender-based remarks and comments.
- Unwanted physical contact such as intentional touching, grabbing, pinching, brushing against another's body or impeding or blocking movement.
- Verbal or written sexually suggestive or obscene comments, jokes or propositions including letters, notes, e-mail, invitations, gestures or inappropriate comments about a person's clothing.
- Visual contact, such as leering or staring at another's body, gesturing, displaying sexually suggestive objects, cartoons, posters, magazines or pictures of scantily-clad individuals.
- Explicit or implicit suggestions of sex by a supervisor or manager in return for a favorable employment action such as hiring, compensation, promotion, or retention.
- Suggesting or implying that failure to accept a request for a date or sex would result in an adverse employment consequence with respect to any employment practice such as performance evaluations or promotional opportunity.
- Continuing to engage in certain behaviors of a sexual nature after an objection has been raised by the target of such inappropriate behavior.

IV. **EMPLOYEE RESPONSIBILITIES**

Any employee who believes that she or he has been subjected to any form of prohibited discriminatory harassment, including sexual harassment, or who witnesses others being subjected to such harassment or discrimination is required and expected to promptly report the incident(s) to either the County's Equal Employment Opportunity Officer or to one of the individuals listed on page 6. All employees are required and expected to cooperate with investigations

undertaken pursuant to this policy. Failure to cooperate in an investigation may result in disciplinary action, up to and including termination.

V. Department Head and Supervisor RESPONSIBILITIES

Department Heads and Supervisors are required to maintain a work environment free from any form of prohibited, unlawful discriminatory harassment. Supervisors and Department Heads are required to take all allegations of discrimination/harassment, including sexual harassment, seriously, and to immediately refer the matter (whether reported by an employee or observed directly) to the County's Equal Employment Opportunity Officer. All complaints will be reviewed, and prompt and appropriate remedial action will be taken to address any substantiated claim. Department Heads and Supervisors shall adhere to the County's no tolerance policy towards discriminatory harassment, including sexual harassment.

VI. COMPLAINT PROCESS

The Gloucester County Equal Employment Opportunity Officer is the designated representative to investigate, determine, and mediate claims of discriminatory harassment. In order to facilitate prompt, thorough and impartial investigation, all complainants should fill out a Complaint Processing Form (available from supervisors/department heads, on the internet and in the County Human Resources Department). All investigations of discrimination/harassment claims shall be conducted in a way that respects, to the extent possible, the privacy of all the persons involved. The investigations shall be conducted in a prompt, thorough and impartial manner. The Equal Employment Opportunity Officer will make a final determination as to whether a violation the Gloucester County Conduct and Performance Policy and/or the New Jersey Law Against Discrimination has occurred. Where discrimination/harassment is found to have occurred, the County shall take prompt and appropriate remedial action to stop the discrimination/harassment and deter its reoccurrence. The remedial action taken may include counseling, training, intervention, mediation, and/or the initiation of disciplinary action up to and including termination of employment.

Any employee can file a complaint directly with external agencies that investigate discrimination/harassment charges in addition to utilizing this internal procedure. The time frames for filing complaints with external agencies indicated below are provided for information purposes only. An employee should contact the specific agency to obtain exact time frames. The deadlines run from the last date of unlawful harassment or discrimination, not from the date that the internal workplace discrimination/harassment complaint to the employer is resolved. Employees may file complaints with the agencies listed on the following page.

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Division on Civil Rights N. J. Department of Law & Public Safety 180 days for violation of State law		
Trenton Regional Office 140 East Front Street 6th Floor P.O. Box 089 Trenton, NJ 08625-0089 (609) 292-4605	Atlantic City Satellite Office 26 Pennsylvania Avenue Atlantic City, NJ 08401 (609) 441-3100	Paterson Regional Office 100 Hamilton Plaza Paterson, NJ 07505 (973) 977-4500
Camden Regional Office 2 Riverside Drive, Suite 402 Camden, NJ 08103 (856) 614-2550	One Port Center Newark Regional Office 31 Clinton Street P.O. Box 46001 Newark, NJ 07102 (973) 648-2700	
United States Equal Employment Opportunity Commission (EEOC) 300 days		
Philadelphia District Office The Bourse Building, Suite 400 21 S. Fifth Street Philadelphia, PA 19106-2515 (215) 444-2600	Newark District Office 1 Newark Center 21st Floor Newark, NJ 07102-5233 (973) 645-6385	

VII. PROHIBITION AGAINST RETALIATION

Retaliation against any employee who alleges that she or he was the victim of discrimination/harassment, or against any employee who provides information in the course of an investigation into claims of unlawful discrimination/harassment in the workplace is prohibited by this policy. Any employee bringing a complaint, providing information for an investigation, or testifying in any proceeding under this policy shall not be subjected to adverse employment consequences based upon such involvement or be the subject of retaliation.

VIII. FALSE ACCUSATIONS AND INFORMATION

If any employee knowingly makes a false accusation of unlawful discrimination/harassment or knowingly provides false information in the course of an investigation of a complaint, such conduct may be grounds for discipline. Complaints made in good faith, however, even if found to be unsubstantiated, shall not be considered a false accusation.

IX. CONFIDENTIALITY

All complaints and investigations shall be handled, to the extent possible, in a manner that will protect the privacy interests of those involved. To the extent practical and appropriate under the circumstances, confidentiality shall be maintained throughout the investigatory process. In the course of an investigation it may be necessary to discuss the claims with the alleged harasser and other persons who may have relevant knowledge. Therefore, it may be necessary to disclose information to persons with a legitimate need to know about the matter. All persons interviewed shall be directed not to discuss any aspect of the investigation with others in light of the important privacy interests of all concerned. Failure to comply with this confidentiality directive may result in disciplinary action.

X. DISCIPLINARY ACTION

Any employee found to have violated this policy may be subject to appropriate disciplinary action which may include: reprimand, suspension, reassignment, or

termination of employment. Referral to another appropriate authority for review for possible violation of State and Federal statutes may also be appropriate.

XI. TRAINING

All County departments should provide employees with information regarding the prevention of unlawful discrimination/ harassment and the complaint procedure to be followed in filing complaints when unlawful harassment/discrimination has occurred. All County departments should provide supervisors and managers with training that will inform them of the appropriate steps to be taken to address complaints of unlawful discrimination/harassment.

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CHAPTER:	7 – CONDUCT AND PERFORMANCE	ADOPTED: 3/7/06
SECTION:	10 – COMPUTERS, INTERNET USE, AND ELECTRONIC RESOURCES	REVISED: 4/6/16

The purpose of an Acceptable Use Policy is not to impose restrictions that are contrary to Gloucester County's established culture of openness, trust, and integrity but rather to protect Gloucester County's employees, partners, and the government from illegal or damaging actions by individuals, either knowingly or unknowingly.

Internet/Intranet/Extranet-related systems, including but not limited to computer equipment, software, operating systems, storage media, network accounts providing electronic mail, WWW browsing, and FTP are the property of Gloucester County. These systems are to be used for business purposes in serving the interests of the county, and for our residents in the course of normal operations. Effective security is a team effort involving the participation and support of Gloucester County employees and affiliates who deal with information and/or information systems. While this policy defines how county employees can and can not use county electronic resources, it can not cover every conceivable situation. Consequently, common sense and professional courtesy will still be required. It is the responsibility of every computer user to know these guidelines and to conduct their activities accordingly.

This policy provides rules and guidelines for the proper use of the Internet, Intranet, Extranet, email, fax machines, and computers. It applies to employees, contractors, consultants, temporaries, and other workers at Gloucester County, including all personnel affiliated with third parties. It also applies to all electronic resources owned or leased by Gloucester County. The intent is to prevent wasteful use of the county's electronic resources, lost time, and inappropriate behavior. It also covers the actions required of staff to enable compliance with data protection regulations, avoidance of computer fraud, security breaches, or software piracy.

The County reserves the right, to monitor, examine, copy, change, and/or delete without notice all of its systems configurations, as well as the files on those systems for such purposes as: maintaining business continuity, responding to a complaint of computer abuse, such as harassment; or protecting County resources from unauthorized misuse.

The County neither guarantees against, nor shall it be responsible for, the destruction, corruption, or disclosure of personal material on or by its computer resources. Specifically, the County reserves the right to remove, replace, or reconfigure its computer resources without formal notice to employees (despite the fact that advance notice will normally be given).

If employees are maintaining personal files on County systems with appropriate permission, they are advised to locate such files in a root directory named "personal" to facilitate the identification and backup of those files.

General Use and Ownership

It is the intent of Gloucester County to provide high-quality computing facilities to its authorized users. This will allow the County Of Gloucester to: 1) maintain its access to available local, national, and international information, 2) provide an environment that encourages both the sharing of information and the acquisition of knowledge; and 3) provide our residents with rapid access to information.

Each computer owned by the County is a business tool and County property. As such, responsible employees are accountable for the condition of that tool and for abiding by the computing provisions set forth by the county.

Use of the County Network must be consistent with the goals of facilitating and disseminating knowledge; encouraging collaborative projects and resource sharing, aiding technology transfer, fostering innovation and competitiveness, and building broader infrastructure in support of each department's goals.

The County Network (local and wide area networks including phones, fax machines, switches, routers, hubs, and other connected equipment) may be used only for lawful purposes. Transmission, distribution, or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization.

Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which Gloucester County or the end user does not have an active license is strictly prohibited.

The county retains the copyright to any material created by employees in the course of their official duties. Copyrighted materials belonging to entities other than the county may not be transmitted by an employee on the county Internet or E-mail systems except with permission or as a single copy for reference only.

All county employees utilizing electronic resources will be provided a written copy of this policy. The policy will be included by Personnel as part of its new employee orientation process. It will also be posted on the Intranet so it is available and conspicuous to employees at all times.

Related questions should be directed first to your supervisor and then, if necessary, to the Human Resources Department. The Office of Information and Technology (IT) will be available on request to assist the Human Resources Department with technical questions.

Note: The terms Internet, Intranet (internal County Internet for employee use only), and Extranet (business-to-business Internet interface between the county and a business partner) are interchangeable. Any rule applying to one, likewise, applies to the other.

Data Security

Employees are responsible for ensuring business critical electronic data/information is backed-up and available only to authorized personnel.

Data stored on Network server drives are automatically backed-up by IT on a daily basis. Lost or damaged file may be restored by contacting IT. If you store information on your personal computer, you (not IT) have assumed data back-up and recovery responsibility.

When information needs to be shared, the use of shared directories/files is encouraged. At your request, IT will apply security rules allowing only those authorized by the directory/file owner to access the information. Read/write access privileges may be changed for the directory/file owner at any time. Remember - If your file is on a public directory or on a non-public directory with security rights not properly defined, access to your data can be compromised.

IT recommends that any information that users consider sensitive or vulnerable be encrypted. For guidelines on information classification, contact IT.

Employees must use extreme caution when opening e-mail attachments received from unknown senders, which may contain viruses, worms, e-mail bombs, or Trojan horse code.

All PCs, laptops and workstations must be secured with a password-protected screensaver with the automatic activation feature set at 10 minutes or less, or by logging-off when the host will be unattended.

In addition to Windows/e-mail/ network passwords, it is recommended that user names, passwords, and/or user level security rules be built into home-grown applications or be an integral component of off-the-shelf packages.

Sharing user names/logon IDs and passwords (Network, Windows, application, etc.) without supervisor permission (emergency basis only) is forbidden.

User names and passwords should not be posted or displayed for easy access by unauthorized users. System level passwords should be changed quarterly; user level passwords should be changed every six months

Individual users can be held accountable for knowledgeable use of their account by others. This includes family and other household members when work is being done at home.

Network Security

Use of the Internet or electronic mail for the following purposes is strictly prohibited:

- Executing any form of network monitoring which will intercept data not intended for the employee's host, unless this activity is a part of the employee's normal job/duty.
- Circumventing user authentication or security of any host, network, or account.
- Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet/Intranet/Extranet.
- Engaging in activities commonly call "hacking" or "cracking". Examples: Password sniffing (includes dictionary and brute force password cracking attacks). Data manipulation or vandalizing of web pages. Eavesdropping on Network traffic. Scanning for computer/Network vulnerabilities without authorization. Network sniffing. Pinged floods. Packet spoofing. Forged routing information for malicious purposes. Intentionally launching denial-of-service attacks on any computer system.
- Snooping in other individual's email or using masquerading techniques. Example: Sending email from a mailbox other than the employee's own, in order to disguise one's identity.
- Engaging in anonymous activity to avoid being identified in Network security systems. Internet accounts shall be accessed only by the authorized owner (or his/her designee) of the account.
- Interfering with or disrupting Network users, services, or equipment.
- Examples: Introduction of malicious programs into the network or server (viruses, worms, Trojan horses, e-mail bombs, etc.). Downloading images, audio files, and/or video files unless they relate to an explicit business purpose.

- Connecting a network hardware device (workstations, printers, scanners, etc.) to the Network without the approval of IT. IT is responsible for monitoring, tracking, maintaining, and troubleshooting all network devices.
- Allowing a modem/router to be connected to or installed on a network computer. Modem use must be approved by IT and will be installed only on computers which have no physical connection to the Network. This is necessary for preventing potential third parties from compromising network security through a back door.
- Interrupting or disabling the automatic downloading of anti-virus software, software patches, or other IT approved administrative software.
- Disabling the automatic execution of IT approved software including, but not limited to, antivirus software.

Approved Software

The County Network has been loaded with an approved software configuration. The standard configuration was engineered to provide maximum reliability and security for County business. Modification of the configuration of the software is prohibited. The following rules apply to the use of County provided personal computers:

- To mitigate the risk of potential virus infection and improper use of copyright and licensing material, copying and downloading unauthorized software is prohibited.
- Software that is not part of the County standard suite of software may not be loaded onto a Government computer unless the software has been approved in advance in writing by IT.
- Approved software must be licensed by the original manufacturer prior to being installed.
- Only screen savers that come with the computer's operating system are permitted.
- Playing computer games, including those built into the WINDOWS operating system, is prohibited.
- Non-system wallpapers, e.g., family pictures, are permitted to be installed providing there are no copyright infringements.
- Hotmail and Instant Messaging software are prohibited.
- IT will delete non-approved software detected during routine software inventories and security scans by loading a new standard disc image onto the computer.

Operation Usage

Use of the Internet or electronic mail for the following purposes is strictly prohibited:

- Accessing Internet sites with sexually explicit or hate or other inappropriate material.
- Transmitting threatening, obscene, harassing, discriminatory, or sexually explicit materials.
- Accessing gambling sites.
- Sending or forwarding chain letters. These are e-mails which either ask you to forward them on to all your friends (or to everyone you know) or which state that something bad will happen if you do not forward them. E-mails of this type, which are usually warning about something (Example: computer viruses), are almost certainly hoaxes.
- Advertising, soliciting, or selling commercial items.
- Advertising, soliciting, or selling personal items.
- Conducting personal or commercial business for profit.
- Personal announcements without management approval.
- Engaging in non-County sanctioned fund raising.
- Engaging in political activities prohibited by law.
- Accessing “chat rooms” unless specifically approved in advance for each occasion by the employee’s supervisor.
- Releasing proprietary data or information to unauthorized persons.
- Posting information to newsgroups without a disclaimer stating that the opinions expressed are strictly your own and not necessarily those of Gloucester County, unless posting is in the course of business duties.
- Auto-forwarding email messages to a commercial or other personal email account.
- Accessing stock ticker, PointCast, or similar real-time applications which include streaming audio, video, and on-line games.
- Participating in message boards about the County.
- Sending messages to large groups of people without prior management approval.
- Providing information about, or lists of, County employees to parties outside Gloucester County without management approval.
- Using e-mail resulting in inadvertent commitment of the county to a contract or agreement if it appears to the other party that you have authority to do so. E-mails sent to external stakeholders must include the following disclaimer:

“This transmission is confidential and may be legally privileged. If you are not the intended recipient, please notify the sender by return e-mail and delete this message from your system. The County of Gloucester reserves the right to monitor e-mail communication. No contract may be concluded on behalf of the County of Gloucester by e-mail. If the content

of this e-mail does not relate to the business of the County of Gloucester, then we do not endorse it and will accept no liability.”

E-Mail Etiquette

Do not send offensive jokes, pictures, frivolous messages, or anything which may be construed as discriminatory in nature.

Since the confidentiality of e-mail mail can not be assured, do not type anything you don't want repeated. Do not try to carry out confidential or sensitive tasks or air controversial views on e-mail. Ask yourself: Would I want a member of the public or a jury to read this message? Remember that all e-mails (even deleted ones) are saved and usually can be retrieved even if they have been deleted.

Respect privacy and consider this aspect before forwarding messages.

Be polite. E-mails can often seem abrupt, even when this is not the intention. Use professional courtesy and discretion.

Do not reply with history if it is not necessary especially if it incorporates a large attachment. DO not send greeting cards and the like to large distribution lists.

Voluminous data files attached to e-mails increase network traffic congestion often resulting in overall response time degradation.

Use “reply all” and distribution lists with caution in order to keep the number of your messages to a minimum and reduce the risk of sending messages to the wrong people.

Check your e-mails regularly. Set the Out-of-Office flag and arrange for someone to deal with your e-mail if you are away for an extended period.

Messages should be clearly addressed “To” those from whom an action or response is expected. “cc” or “bcc” should be used for other recipients of the message. The use of “bcc” is not recommended since many consider this to come under the heading of “dirty pool”.

Delete unwanted or unnecessary e-mail. It is the user's responsibility to manage their own e-mail folders and keep within quota limits.

Unsolicited e-mail, especially with an attachment, may contain a virus. If in doubt, delete the e-mail or contact the sender to check **before opening**.

Enter a meaningful “subject” field to help the reader anticipate the content correctly, and try to keep to one subject per message.

Don't use all or part of someone else's message without acknowledgement. Don't edit someone else's message without making it clear the changes that you have made and use good judgment when considering distributing other people's messages without permission.

Avoid subscribing to unnecessary mailing lists. Unsubscribe from mailing lists when they are no longer required.

Use discretion before selecting "request read receipt" or "request delivery receipt" options as this may unnecessarily increase network traffic thereby retarding overall response time. These options should be used by exception. They should not be system default selections.

Once a message is sent, there is no way to retrieve it. Check carefully that messages are addressed to the correct recipient(s) before sending.

Following an employee termination, the e-mail account will be closed by IT and an "out of office" message set for a period of up to 8 weeks after which time the account will be deleted. The employee's management may request access to be given to the closed mailbox by another member of staff for this duration.

Personal Use

The use of the County network, computers, and equipment to connect to the Internet and to electronic mail shall be for official use and authorized purposes only. Authorized purposes may include brief Internet searches by employees for personal purposes, when they:

- Do not adversely affect the performance of official duties by the employee or the employee's organization.
- Are of reasonable duration and frequency, and whenever possible, made during the employee's personal time, such as, before or after duty hours or during lunch periods.
- Serve a legitimate public interest such as keeping County employees at their desks, educating the employees on the use of the Internet and the County Network, and enhancing the professional skills of County employees.
- Do not put the County Network to any uses that would not conflict with, or reflect adversely on, County interests.
- Do not overburden the County Network.
- Do not create significant additional cost to the County.

An employee may request, through his or her supervisor, additional access time or resources for justifiable personal purposes. These include major projects for college

studies already approved and being reimbursed by the County. However, the employee must get the supervisor's knowledge and approval in advance.

All Users:

Agree to comply with this policy by signing an Electronic Resources Acceptable Use Policy.

If you feel that your rights as a computer user are being violated, or if you are aware of other users who are misusing or abusing county electronic resources, report the problem to your supervisor immediately.

Supervisors:

Ensures critical electronic data/information is backed-up and available only to authorized personnel. Employers are generally liable for what their employees do in the course of their work. Consequently, due diligence must be exercised regarding the monitoring of employee activities. This process should be communicated and enforced at all levels of management. When supervisors become aware that their employees have violated one or more of the provisions of this policy, they must take appropriate administrative action which may include, but not limited to, verbal or written contacts, revoking Internet or electronic mail privileges, and possibly termination.

IT:

In addition to network and systems monitoring, periodically monitors individual electronic resource usage and reports violations to management.

Human Resources Director/Designee:

Ensures county electronic resource users comply with the policy contained herein in the use of County computing resources including protection of information, equipment and Network infrastructure components provided for the conduct of official business.

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CHAPTER:	8 – SAFETY AND SECURITY	ADOPTED: 11/21/06
SECTION:	2 – INJURY ON THE JOB	REVISED: 4/6/16

EXHIBIT Z – REPORT OF JOB ACCIDENT

Employee's Preliminary Report of Work-Related Injury to Employer
(To be filled out by employee if possible)

IT IS THE RESPONSIBILITY OF THE EMPLOYEE TO SIGN ALL NOTES FOR EACH AND EVERY VISIT TO A MEDICAL PROVIDER AND TO NOTIFY HIS/HER DEPARTMENT OF WORK STATUS IMMEDIATELY AFTER EACH DOCTOR'S VISIT.

Safety should be notified immediately of all accidents and/or injuries. On the day of the occurrence, this form should be completed and faxed to Safety at (856) 307-6689 as soon as possible.

Date of Report: _____ Reported injury to whom: _____

Employee's name _____

Date of injury _____ Date reported _____

Time employee started work _____ Time of accident _____

Place where injury happened _____

Detailed description of how injury occurred and if any piece of equipment was being used:

What part(s) of the body were injured and what part(s) of the body do you currently feel pain?

Is the employee requesting medical treatment at this time? ___ yes ___ no

Job Title _____ Department _____

Full Time or Part Time Employee _____

Employee's address _____

City _____ State _____ Zip _____

Phone number _____

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Social Security Number _____

Date of Birth _____ Date of Hire _____

Witness _____ Phone Number _____

List your primary care physician and his/her address and phone number for the past 10 years:

Have you had treatment in the past for the same or similar medical conditions? ___ yes ___ no

If yes, provide the name and address of the treating physician(s) for this condition. List any medications you are or were taking for this condition/injury:

Have you been treated by a chiropractor in the past 5 years? ___ yes ___ no

If yes, provide the name and address of the chiropractor:

Have you ever filed a workers' compensation claim(s) in the past for this medical condition? ___ yes ___ no

If yes, provide the details of the previous claim(s): _____

Have you ever been involved in any motor vehicle collision in the past 5 years? ___ yes ___ no

If yes, provide the details of the crash, date and nature of the injury and treatment:

Have you had any MRIs, CT scans and/or X-rays in the past 5 years? ___ yes ___ no

If yes, provide the details and nature of the injury: _____

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Are you currently engaged in any other employment or have you ever been engaged in any other employment while you were employed by us? ___ yes ___ no

If yes, please list the names and addresses of these employers: _____

Have you ever received pain management treatment? ___ yes ___ no

I CERTIFY THAT THE ABOVE STATEMENTS MADE BY ME ARE TRUE AND CORRECT. I AM AWARE THAT IF ANY OF THE STATEMENTS ARE WILLFULLY FALSE, I MAY BE SUBJECT TO DISCIPLINARY ACTION BY MY EMPLOYER.

Employee Signature _____ Date: _____

Supervisor Name (please print) _____

Supervisor Signature _____ Date: _____

Requesting Leave under Workers' Compensation

Should your claim be approved, it is important for you to be aware that only a GCIC authorized treating physician can authorize time off from work under Worker's Compensation. The following procedures should be followed when seeking leave for a work-related injury:

1. If you are unable to report to work or complete a shift due to an issue arising as a result of your work-related injury, you should contact the treating physician immediately. Your GCIC authorized treating physician is:

_____ Phone: _____

- The only exception to this policy is if the issue constitutes a medical emergency in which case you should seek immediate treatment at a hospital emergency room.
 - You should contact the treating physician even if the issue arises during the treating physician's non-business hours. During non-business hours, such calls will be answered by the treating physician's answering service or voice mail (which will instruct you on how to reach the treating physician or the on-call physician).
2. You must also notify County Safety Staff immediately by calling (856) 307-6634 and (856) 307-6688. If the call is placed after normal business hours, you should leave a detailed voice-mail message.
 3. You are also obligated to communicate with your supervisor to keep that person apprised of the situation. Your Department Supervisor is:

_____ Phone: _____

You are reminded that the GCIC authorized treating physician is the only person that can authorize time off from work under Workers' Compensation.

By signing below you acknowledge that you have read and understand these procedures.

Employee

Date

THIS FORM MUST BE SIGNED AND RETURNED

NOTICE

On August 14, 1998, the Governor enacted P.L. 1998, Chapter 74, which amends the New Jersey Workers' Compensation statute. P.L. 1998, Chapter 74 provides that a person who purposely and knowingly makes false or misleading statements for the purpose of wrongfully obtaining Workers' Compensation benefits will be guilty of a crime of the fourth degree. Pursuant to N.J.S.A. 2C:4303b(2), crimes of the fourth degree are punishable by imprisonment for up to 18 months and fines of \$10,000.

P.L. 1998, Chapter 74, also creates civil liability for all damages, costs and attorney's fees payable to the injured party attributable to wrongfully obtained benefits. This would require employee who make such statements and improperly received benefits to repay the benefits to his/her employer or its insurance carrier with simple interest.

P.L. 1998, Chapter 74, further permits the Division of Workers' Compensation to order the termination and complete forfeiture of Workers' Compensation benefits for employees found to have committed a violation.

Employee Signature

Date

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❖ Claim Number

Please list the name and address of your primary care physician, any other doctor or medical facility that you may have used in the last 5 years. This information can also be faxed back to us when it is completed.

Thanks for your anticipated cooperation.

Inservco Insurance Services

Name of your Primary Doctor: _____

Address: _____

Phone #: _____

Below please list any other doctor/doctors that you have treated with in the past 5 years.

Doctor's name: _____

Address: _____

Phone #: _____

Claimant's Signature: _____

Date: _____

AUTHORIZATION FOR RELEASE OF INFORMATION IN CONNECTION
WITH WORKERS' COMPENSATION

TO:

RE:

I. Pursuant to my privacy rights under the Health Insurance Portability and Accountability Act (HIPAA), by affixing my signature below I understand and voluntarily consent to the following:

I hereby request and authorize that you disclose, make available and furnish to:

INSERVCO INSURANCE SERVICES, INC.
New Jersey Claim Service Office
PO Box 1457
Harrisburg, PA 17105-1457

1.) Office notes; 2.) Charts; 3.) Diagrams; 4.) Pathology reports; 5.) Operative reports; 6.) Physical and lab tests; 7.) X-ray/imaging reports; 8.) X-ray/imaging films; 9.) Prescription notes; 10.) Treatment plans; and 11.) Discharge summary, with regard to the above named individual, from the inception of your records to the present.

This authorization specifically excludes the release of health information related to psychiatric or mental health treatment, treatment of drug and/or alcohol abuse; treatment of Acquired Immunodeficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV); and sexually transmitted diseases/viruses.

II. Rights and obligations under HIPAA:

A. Purpose of this request: I understand that the information listed above in Section I is being requested by Inservco Insurance Services, Inc. for the specific purpose of investigating the pending workers' compensation claim I filed against the above named respondent/employer/third party payor and by signing this authorization I voluntarily consent to its release.

B. Expiration Date: Unless otherwise revoked, this authorization will expire six (6) months after the date of this authorization;

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C. Right to revoke: I understand that I have the right to revoke this authorization at any time. I understand that the revocation must be in writing to the above named doctor/facility authorized to make this disclosure. I further understand that the revocation is only effective after it is received by the above named doctor/facility and does not apply to information that has already been release in response to this authorization.

D. Impact on Medical Treatment: I understand that my right to treatment, payment, enrollment or eligibility for benefits is not conditioned on me signing this authorization.

E. Subsequent Disclosure: I understand that any disclosure of information may be subject to re-disclosure by INSERVCO INSURANCE SERVICES, INC. and may no longer be protected by federal or state law.

Signature of Patient

Date

Signature Authorized Representative/Guardian in lieu of Patient

Date

By signing this authorization, the Authorized Representative and/or Guardian certifies that he or she has the authority to act on behalf of the person identified above on the basis of (please explain):

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CHAPTER:	8 – SAFETY AND SECURITY	ADOPTED: 3/7/06
SECTION:	4 – INCIDENTS INVOLVING COUNTY PROPERTY	REVISED: 4/6/16

EXHIBIT W – NOTICE OF ACCIDENT/INJURY FORM

****To be completed in the event of an automobile accident, injury, incident on County premises or a County sponsored event.****

Upon notification of an accident, immediately call Safety at (856) 307-6634 and (856) 307-6688

Complete this form and deliver within 1 business day to:

- Fax: (856) 307-6689

Please indicate what type of accident happened:

- Auto accident
- Damage to property of others
- Injury to others on County Property
- Other

Date and time of accident: _____

Where did the accident occur?

Describe the accident and include the weather conditions:

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Describe any property that was damaged:

Vehicle year, make and model, VIN (vehicle identification number), license tag number

Property: Owner name and address. Description of property damage.

List injured person(s) and nature of their injury:

Contact Information (Name, address, and phone number of all parties involved):

Who was driving County vehicle: _____

Name, address, and phone number of all witnesses:

How was the claim reported? _____

Is there a Police Report? Yes No If yes, please attach.

Signature: _____ **Title:** _____

Date: _____

Please use another sheet of paper for any additional comments or information and if pictures were taken at the scene of the accident, please include with form.

Instructions on Completing the Notice of Accident Form

Although we would like as much detail as possible, it is more important to provide us with the notice of accident as soon after the accident is reported to you. If this accident occurs after normal business hours, please leave a message on voicemail – (856) 307-6634 and (856) 307-6688

Date and time of accident: *Please indicate the date and time the accident occurred, not the date it was reported.*

Where did the accident occur?: *Please state the complete location address of the accident. If it is an auto or general liability (i.e. slip and fall) accident include cross streets. If the accident occurred within a building, include the floor and room.*

Describe the accident: *Please give a detail account of the events that led to the accident. (i.e. auto accident – indicate the weather conditions, indicate which party caused the accident, indicate any other details which aid in the description; slip and fall accident – indicate any defect with the flooring or sidewalk, indicate weather conditions, indicate any other details which aid in the description.*

What property was damaged?: *Describe the property damaged. If County property, include serial # and location where damaged property is now located.*

List injured person(s) and nature of their injury: *List each person injured and a brief description of injury (i.e. broken leg or back pain).*

Contact Information: *Please provide the name, address, and phone number of the person(s) making the claim and injured person(s).*

Name, address and phone number of all witnesses: *Please provide the name, address, and phone number of the person(s) who witnessed the accident (include City employees).*

How was the claim reported?: *Please indicate whether the accident was reported in person or a notice was submitted via mail.*

Is there a Police Report?: *Self-explanatory.*

Signature: *Person completing this form.* **Title:** *Self-explanatory.*

Date: *Date the form was completed.*

CHAPTER:	9 – GENERAL RULES AND REGULATIONS	ADOPTED: 3/7/06
SECTION:	2 – EMERGENCY CLOSINGS OF COUNTY OFFICES	REVISED: 4/6/16

Office Closings

If it is necessary to close County offices because of adverse weather or other conditions, announcements will be made utilizing the local closing number of (856) 853-3463 as well as through the elective alert option on the Gloucester Alert System. Registration for this option is available at www.gloucesteralert.com or by visiting the county website at www.gloucestercountynj.gov and selecting the Alerts button. Employees should be sure to keep phone numbers and e-mail address up-to-date on the system. Any fees or charges associated with text messages are the responsibility of the employee.

Twenty-four hour facilities and certain other departments or portions of departments cannot close and must remain operational at all times. The following departments/divisions/areas/offices provide essential services and *employees of these departments/divisions/areas/offices designated as essential* are required to report under ALL CIRCUMSTANCES:

- Animal Shelter
- Buildings and Grounds
- Corrections
- Emergency Response (all divisions)
- Human Services, Division of Transportation
- Parks and Recreation
- Public Works
- Sheriff's Office

Furthermore, there may be times where it is imperative for the safety of county residents that all county employees may be required to report to work.

In accordance with the collective bargaining agreement, an employee that reports to work to provide essential services when the County facilities are closed may receive an equal amount of compensatory time. In accordance with the applicable collective bargaining agreement, certain employees are expected to be in attendance during normal working hours anytime that County buildings are open, while other employees will be paid regular salary should the County offices be closed because of an "emergency." If this situation applies to a part-time employee under the terms of the applicable collective bargaining

unit who is regularly scheduled for particular time that the county offices are closed, they will be paid for those scheduled hours.

If an employee chooses not to report to work during a time of adverse or other conditions, vacation time or compensatory time will be charged. If the employee does not have vacation or compensatory time available to charge against, the employee will be docked time. Sick time will only be charged for a legitimate illness.

Delayed Opening/Early Dismissal

Conditions may warrant a delayed opening or an early dismissal of County offices. The purpose of the delayed opening or early dismissal is to allow for poor road conditions. Delayed reporting and early dismissal times are for employees that report to work. In these circumstances, any employee who does not report to work will NOT be allowed to subtract the delayed reporting or early dismissal time from their leave time. Furthermore, employees will not receive compensatory time for arriving before the amended start time or for staying beyond an early dismissal time.

Employee:

Seeks approval from his/her Department Head/designee for vacation or administrative leave because of inclement weather or other adverse conditions according to the procedures for these types of leave.

Provides medical verification for sick leave requests that coincide with inclement weather or other adverse conditions.

Human Resources:

Approves/denies sick leave requests that coincide with inclement weather or other adverse conditions.

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CHAPTER:	9 – GENERAL RULES AND REGULATIONS	ADOPTED: 3/7/06
SECTION:	3 - VITAL INFORMATION	REVISED: 4/6/16

EXHIBIT X – NOTICE OF VITAL INFORMATION CHANGE
(NAME, ADDRESS, EMAIL, PHONE NUMBER AND/OR EMERGENCY CONTACT)

Department: _____ Social Security #: _____

Name: _____ New Name*: _____

New Email Address: _____
(This is the email address used for your direct deposit)

Reason: _____ Marriage/Civil Union _____ Divorce/Dissolution of Civil Union
_____ Legal Name Change _____ Other: _____

PLEASE NOTE: Name changes require a copy of a social security card reflecting the change.

New Address: _____
(Street or P.O. Box)

(City, State, Zip)

New Phone Number: _____

Emergency Contacts – Please name two:

_____ (Name)	_____ (Name)
_____ (Relationship)	_____ (Relationship)
_____ (Home Phone Number)	_____ (Home Phone Number)
_____ (Cell Phone Number)	_____ (Cell Phone Number)

SIGNATURE: _____ **DATE:** _____

Please return this form to your payroll clerk who will in turn forward to Human Resources. Thank you.

CHAPTER:	9 – GENERAL RULES AND REGULATIONS	ADOPTED: 3/7/06
SECTION:	4 – WORKSPACES AND WORKPLACES	REVISED: 4/6/16

The County seeks to provide a pleasant working environment for its employees. Below are a few guidelines that pertain to employee workspaces and workplaces.

Bulletin Boards

Bulletin boards reserved for specific purposes are maintained in each department for the information of employees and the general public. The bulletin boards are for official notices regarding policies, procedures, meetings and special events. Only authorized personnel may post, remove or alter any notice.

Housekeeping

The County of Gloucester provides regular custodial services for keeping buildings and offices clean. Any concerns about these services should be directed to the Buildings and Grounds Department via the appropriate department channels.

It is the responsibility of all employees to ensure that individual offices, desks or work areas are maintained in a neat, orderly and professional manner.

Space limitations and safety considerations require Department Heads/designees to ensure that all common areas under their jurisdiction are free of unnecessary or non-work related items.

Personal Property

Decorations should be of a nature consistent with acceptable standards of good taste and are subject to supervisory approval.

Employees should assume storage areas are not private, including such places as desks, work stations, cabinets and lockers. These areas are the property of the County and are provided to employees for their convenience. At no time does the County relinquish its control of these areas.

For the safety and well-being of employees and the citizens entrusted with our care, the County reserves the right to inspect these areas from time to time, with or without cause.

Furthermore, the County will make every attempt to assure a secure building. However, because the public has access to the general office area and at times the private offices, the County assumes no responsibility for employees' personal property beyond maintenance of a reasonably secure building.

Radios

Employees are permitted, subject to Department Head/designee approval, to listen to radios at their individual work stations. At all times, radio volume and music selection, must be of a nature which is not disruptive to other employees.

Smoking and Chewing Tobacco

The NJ Smoke-Free Air Act (NJSA 26:3D-55 et seq.) shall govern. Smoking will not be permitted in areas where it would be unsafe, would create recognized hazards, or in public areas or areas where people gather. This includes such areas as county buildings, public and employee entry ways, reception areas, conference and training rooms, auditoriums, rest rooms, medical facilities, stairways and elevators.

Smoking of any kind (cigarette, cigar, pipe, electronic smoking devices, etc.) is only permitted by any person (visitor, employee, contractor, etc.) in outdoor areas designated by signs. No smoking is permitted in any other areas. No smoking is permitted in County owned vehicles.

In other work areas, department heads will determine outdoor smoking locations by balancing the needs and desires of employees. Every effort will be made to accommodate both smoking and non-smoking employees, but if this is not possible, resolution will favor the non-smoker.

Employees who are dissatisfied with smoking policies shall attempt to resolve matters through their immediate supervisor, department head, or the Human Resources Director in that order. If resolution cannot be achieved, the employee may proceed with established grievance procedures.

Chewing tobacco is not permitted at work stations or in county buildings. Employees who choose to chew tobacco are prohibited from spitting tobacco onto county grounds. In other words, the chewing tobacco should be disposed of in a receptacle of some sort.

Employees are not permitted take "extra" breaks in order to smoke or chew tobacco. Please refer to HR 7.4, Hours of Work, for additional details about rest and meal periods.

Open Flames

The presence or use of candles, incense burners, or other open flame devices is prohibited in all County buildings. The success of this policy is dependent upon obtaining and maintaining the cooperation of all staff. Each department head is responsible for monitoring compliance with this policy.

Other Fire Hazards

Employees may have small refrigerators and coffee pots at their stations as long as the appliance is plugged into the wall outlet directly and as long as the electrical system is capable of handling the demands being placed on it, subject to the Gloucester County Fire Marshal's approval. These appliances should not be plugged into extension cords. Extension cords and flexible cords shall not be a substitute for permanent wiring (International Fire Code NJ 2006, 605.5).

Microwaves and toaster ovens should be limited to the lunch rooms.

Space heaters can create a dangerous condition that is liable to cause or contribute to the spread of fire. Therefore, for the protection of county employees, portable kerosene heaters and/or heaters with certain electric elements are strictly prohibited. Only space heaters approved by the Fire Marshal are permitted in county buildings. Furthermore, the placement of the heaters is also approved by the Fire Marshal.

All appliances should be UL or FM approved for their intended use and subject to inspection by the Fire Marshal. Any appliance that does not pass an inspection must be removed from the building. In addition, the department and/or building at large will be evaluated periodically to ensure the electrical systems are sufficient to carry the load being placed on it and any concerns of overloading will be addressed, which may include removal of certain appliances from workspaces.

County of Gloucester
Human Resources Manual

CHAPTER:	9 – GENERAL RULES AND REGULATIONS	ADOPTED: 3/7/06
SECTION:	9 – USE OF COUNTY VEHICLES	REVISED: 4/6/16

County vehicles assigned to employees are the responsibility of those employees and are to be used for County business only. Employees may access County vehicles through their department, or with advanced notice, employees may request the use of a vehicle through the “Loaner Vehicle” form, which is available from the Department Head/designee.

All drivers of County vehicles must possess a valid driver’s license, and if applicable, a CDL. The County reserves the right to check an employee’s motor vehicle record at least annually after the date of hire.

The County reserves the right to monitor the use of County vehicles. The County shall or may utilize GPS (global positioning systems) in any of its vehicles or equipment whether owned or leased.

County vehicles are to be used for official business only, unless otherwise authorized by the Board of Freeholders. Unauthorized personal use of vehicles is prohibited and shall be cause for disciplinary action and/or termination of employment (4A:2-2.3 a (8)). Only authorized employees are allowed to take home a county vehicle. Permission to take home a county vehicle is determined by duly appointed Freeholder Board designees.

Employees who fail to follow established reporting procedures or are negligent in the use of County property or vehicles may be subject to disciplinary action.

Employees may be liable for damages incurred to or caused by County equipment, property, and/or vehicles if such damage is the result of employee negligence. Any employee who is negligent in the operation of a County vehicle may be subject to disciplinary action.

Parking and speeding tickets must be paid by the driver.

Any incidents involving County employees, property or vehicles which result in damages or injuries, no matter how minor, must be reported by the employee to his/her Supervisor immediately. (See HR 8.4 titled “Incidents Involving County Property”). Any damage to County vehicles must be reported, via the Vehicle Accident Report, available in the glove compartment of the car, to the Safety Coordinator of the Human Resources Department by the end of the next working day. (Please refer to HR 8.4 for more details).

Only authorized persons may be transported in County vehicles.

Vehicles shall be used for official, work-related activities only. This does not include such activities as excursions for check cashing, coffee break, or responding to an emergency (HR 9.6).

Insurance premiums and registrations are paid by the County. Current insurance and registration cards will be placed in vehicle glove compartments.

All occupants of County vehicles must wear seat belts at all times.

Use of hand held cellphones while operating County vehicles is strictly prohibited.

Employee:

Inspects the vehicle prior to operating it to ensure no problems are present and a safe trip is expected.

Ensures the current vehicle registration and insurance card are in his/her possession.

Ensures valid inspection sticker is displayed on windshield.

Should obey the rules of the road and share the road courteously with others. If a parking or speeding ticket is issued, the employee is responsible for paying the fine. Furthermore, the employee must provide proof of such payment to his/her Department Head.

Keeps vehicles assigned to him/her clean.

Fills out mileage sheet with each use.

Reports any incidents involving County vehicles which result in damages or injuries, no matter how minor, to his/her Supervisor immediately.

Department Head/designee:

Ensures vehicles assigned to his/her department are clean, in good operating condition, serviced according to the established preventative maintenance schedule, and inspected by the New Jersey Division of Motor Vehicles as required.

Authorizes employee use of vehicles assigned to their work unit.

Provides proof of fine payments as applicable.

Ensures the Safety Coordinator is notified of county vehicle accidents involving a member of their staff.

A 6

RESOLUTION SUPPORTING THE EFFORTS OF THE SOUTH JERSEY LAND TRUST TO ACQUIRE GRANT FUNDING FOR THE TALL PINES STATE PRESERVE

WHEREAS, the South Jersey Land and Water Trust is a nonprofit conservation organization dedicated to the identification, protection and stewardship of significant natural areas; and

WHEREAS, the South Jersey Land Water Trust, in addition to the State of New Jersey, the County of Gloucester, and the Township of Mantua, was a funding partner in the preservation of the Tall Pines State Preserve; and

WHEREAS, the South Jersey Land and Water Trust is seeking the ability to secure grant funding to maintain and improve the Tall State Pines Preserve; and

WHEREAS, the grant funding being sought for the Tall Pines State Preserve would be used for, but not be limited to, improving and maintaining the trail system, improving and maintaining waterways and other natural areas, beautification projects, and the development and support of Preserve-related educational opportunities and services; and

WHEREAS, the County expresses its support of the South Jersey Land and Water Trust to acquire grant funding for the Tall Pines State Preserve; and

WHEREAS, the County is not obligated to match any funds for this purpose.

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

1. That the County hereby supports the efforts of the South Jersey Land and Water Trust to acquire grant funding for the Tall Pines State Preserve.
2. That a certified copy of this Resolution shall be forwarded to the South Jersey Land Trust.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, April 6, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

A7

RESOLUTION URGING STATE LEADERS TO REAUTHORIZE THE TRANSPORTATION TRUST FUND WITH STABLE, DEPENDABLE, AND SUFFICIENT SOURCES OF FUNDING AND TO INCREASE LOCAL AID ALLOCATIONS UNDER THE STATE'S TRANSPORTATION CAPITAL PROGRAM TO \$400 MILLION

WHEREAS, county and municipal roads and bridges carry an estimated 53% of the State's overall traffic, yet inequitably receive only 12% of funding for Local Aid allocations under the State's current Transportation Trust fund; and

WHEREAS, the proportionate share of Local Aid funding has dramatically decreased by 57% since the Transportation Trust Fund was established nearly three decades ago; and

WHEREAS, county governments operate and maintain over 7,000 bridges and an equal amount of centerline miles of roads at a current cost share to local taxpayers of approximately \$334 million each year; and

WHEREAS, municipalities operate and maintain 25,765 centerline miles of roads at a current cost share to local taxpayers of approximately \$318 million; and

WHEREAS, it is in the best interest of local governments and taxpayers for State leaders to establish critical funding for vital transportation projects, and to increase Local Aid allocations as a means to reduce the reliance on the collection of local property taxes, promote job growth and economic development, and ensure a safe and reliable transportation network.

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

1. That the New Jersey State Association of County Engineers does in fact hereby urge State leaders to reauthorize the Transportation Trust Fund with stable, dependable, and sufficient sources of funding and to increase Local Aid allocations under the State's Transportation Trust Fund to \$400 million;
2. That certified copies of this Resolution shall be forwarded to (1) the Governor of the State of New Jersey, (2) the President of the New Jersey State Senate, (3) the Speaker of the General Assembly and (4) the Commissioner of Transportation and (4) the clerks of the boards of chosen freeholders of all twenty-one (21) counties.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, April 6, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

B-1

RESOLUTION AUTHORIZING AN EXTENSION OF CONTRACT WITH COOPER MONUMENT COMPANY FOR ENGRAVING OF THE NICHE COVERS FROM FEBRUARY 5, 2016 TO FEBRUARY 4, 2018

WHEREAS, the County of Gloucester previously awarded a Contract to Cooper Monument Company, 621 East Atlantic Avenue, Barrington, New Jersey, 08007 on February 5, 2014 to provide engraving of the niche covers for Gloucester County Veterans Memorial Cemetery; and

WHEREAS, the terms of this agreement provides the County with the option to extend the Contract for one (1) two (2) year period or two (2) one (10 year periods.

WHEREAS, the Director of Veterans Affairs has recommended that the option to extend this Contract for one (1) two year period be exercised from February 5, 2016 to February 4, 2018; and

WHEREAS, the contract extension shall be for estimated units of service as per PD-14-002. However, no Certificate of Availability of Funds is required at this time due to the fact the services will be paid by the family of the deceased; 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 of the County of Gloucester does hereby exercise its final option to extend the Contract with Coper Monument Company for engraving of the niche covers for the Gloucester County Veterans Memorial Cemetery from February 5, 2016 to February 4, 2018; and that the County Purchasing Agent is directed to so inform the Vendor.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, April 6, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

C-1

RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #01-FINAL WITH SOUTH STATE, 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 "Proposed Resurfacing and Safety Improvements to North Main Street, Route 45, from Swedesboro Road (Route US 322/CR536) to Mill Road (Route US 322) in the Township of Harrison," Federal Project Number STP-0011(055), Engineering Project #14-09FA (hereinafter the "Project"); and

WHEREAS, a contract for the Project was awarded by the County by Resolution on March 18, 2015 to South State, Inc. (hereinafter "South State"), with an office address of 202 Reeves Road/P.O. Box 68, Bridgeton, NJ 08312 in the amount of \$458,775.13 (hereinafter the "Contract"); and

WHEREAS, Vincent M. Voltaggio, P.E. County Engineer, has recommended Change Order Decrease #01-Final with South State in the amount of \$64,813.99, resulting in a new total contract amount of \$393,961.14; and

WHEREAS, the said Change Order is necessitated by and based on adjustment for final as-built quantities for the project. The overall change order results in a project cost decrease, resulting in a new total contract amount of \$393,961.14.

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 South State, Inc. for the Project in the amount of \$64,813.99, resulting in a new total adjusted contract amount of \$393,961.14, 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, April 6, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

C-1

COUNTY OF GLOUCESTER
CHANGE ORDER FORM

1. Name & Address of Vendor: South State, Inc.
P. O. Box 68
Bridgeton, NJ 08302
2. Description of Project or Contract: Resurfacing & Safety Improvements to
North Main Street (NJ 45)
3. Date of Original Contract: March 18, 2015
4. P.O. Number: 15-01887
5. Amount of Original Contract: \$ 458,775.13
6. Amount of Previously Authorized Change Order N/A
7. Amount of this Change Order: -\$ 64,813.99
8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) \$ 393,961.14
9. Need or Purpose of this Change Order:
Final project quantities. This project is 100% Federally Funded.

This change order requested by *[Signature]* on 3-22-16
(Department Head) (Date)

Accepted by *[Signature]* on 3-3-16
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

Chad M. Bruner
Administrator/Clerk of the Board

By: _____
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.

NEW JERSEY DEPARTMENT OF TRANSPORTATION
 DIVISION OF LOCAL AID ECONOMIC DEVELOPMENT
 FEDERAL AID CHANGE ORDER

Sheet 1 of 2
 Order No: 1
 Interim: []
 Final: [X]
 Date: 3/02/2016

Project: Resurfacing and Safety Improvements to North Main Street, Route 45
 Federal Project No: STP-0011 (055) Con Doc. No. _____
 Contractor: South State Construction

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

Location of the proposed order: Overall project

Nature and reason for order: Final project quantities
Time extension due to fabrication of specialized traffic-signal standard pole.

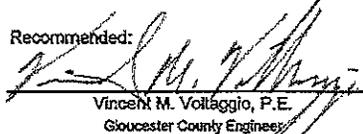
Extension Reduction of time recommended for this order: 86 days

CONTRACT AMOUNT	ROAD	BRIDGE	TOTAL
Amount of original contract:	<u>\$458,775.13</u>	<u>\$0.00</u>	<u>\$458,775.13</u>
Adjusted amount based on orders No. 1:	<u>\$393,961.14</u>	<u>\$0.00</u>	<u>\$393,961.14</u>

CONTRACT TIME
Original Completion Date: <u>5/13/15</u>
Adjustment This Order: (+ or -) _____
Previous Adjustments: (+ or -) _____
Adjusted Completion Date: <u>8/7/15</u>

ORDER NO.	<input checked="" type="checkbox"/> Road	<input type="checkbox"/> Bridge	<input type="checkbox"/> Other
<u>1</u>			
	<u>Road</u>	<u>Bridge</u>	<u>Total</u>
Extra Work:	<u>\$2,200.00</u>	<u>\$0.00</u>	<u>\$2,200.00</u>
Increases:	<u>\$906.86</u>	<u>\$0.00</u>	<u>\$906.86</u>
Decreases:	<u>-\$67,920.85</u>	<u>\$0.00</u>	<u>-\$67,920.85</u>
Total:	<u>-\$64,813.99</u>	<u>\$0.00</u>	<u>-\$64,813.99</u>

RESERVED FOR FHWA OR F.T.A.

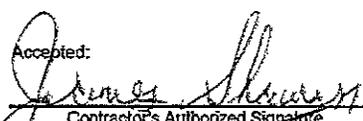
Recommended: 
 Vincent M. Vollaggio, P.E.
 Gloucester County Engineer
 Date: 3-22-16

Approved: _____ Date: _____
 Robert M. Damming
 Freeholder Director

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

ALTERNATE PROCEDURES PROJECTS
 This order is approved for Federal participation:

 Director, Local Aid & Economic Development Date: _____

Accepted: 
 Contractor's Authorized Signature
 Name: JAMES SHAW
 Title: PLC
 Date: 3-3-16

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

Unprotected
 Protested by letter dated _____ attached.

NEW JERSEY DEPARTMENT OF TRANSPORTATION
 LOCAL AID
 FEDERAL AID CHANGE ORDER

Sheet 2 of 2
 Order No: 1
 Order Letter:
 Date: 3/2/2016

Project: Resurfacing and Safety Improvements to North Main Street, Route 45
 Federal Project No: STP-0011 (055) Con Doc. No. _____
 Contractor: South State Construction

ITEM NO.	DESCRIPTION	QUANTITY (+/-)	UNIT PRICE	AMOUNT
DECREASES				
3	Excavation, Unclassified	50	\$10.00	\$500.00
5	Tack Coat	550	\$0.01	\$5.50
6	HMA 12.5M76 Surface Course, 2-1/2" Thick	85	\$83.00	\$7,055.00
7	HMA 19M64 Base Course, 6" Thick	75	\$60.00	\$4,500.00
8	DGA Base Course, 6" Thick	100	\$5.00	\$500.00
9	Reset Existing Casting	2	\$100.00	\$200.00
10	Concrete Driveway, Reinforced, 6" Thick	96	\$90.00	\$8,640.00
11	Hot Mix Asphalt Driveway, 2" Thick	150	\$15.00	\$2,250.00
12	9"X18" Concrete Vertical Curb	229.5	\$35.00	\$8,032.50
13	Concrete Sidewalk (Exposed Aggregate) 4" Thick	142.3	\$100.00	\$14,230.00
14	Public Sidewalk Curb Ramp Definition	40	\$25.00	\$1,000.00
16	Traffic Markings, Thermoplastic	68	\$2.40	\$163.20
18	Regulatory and Warning Signs	47	\$25.00	\$1,175.00
19	RPM Bi-directional, Amber Lens	4	\$42.00	\$168.00
21	Beam Guide Rail	38	\$23.50	\$893.00
24	Removal of Beam Guide Rail	16	\$1.00	\$16.00
25	Sawing & Sealing Joints in HMA Overlay	9369	\$0.01	\$93.69
26	Cast Iron Curb Piece, Type "N"	1	\$350.00	\$350.00
29	Turf Repair Strip	200	\$1.00	\$200.00
30	Partial Depth Concrete Repair	80	\$1.00	\$80.00
31	Full Depth Concrete Repair, Concrete Class A	100	\$1.00	\$100.00
32	Asphalt Price Adjustment	9620.96	\$1.00	\$9,620.96
33	Fuel Price Adjustment	2500	\$1.00	\$2,500.00
35	Police Traffic Directors	76.5	\$60.00	\$4,590.00
39	Drum	200	\$0.01	\$2.00
43	Reflective U-post Inserts	30	\$35.00	\$1,050.00
				\$0.00
				\$0.00
			Total Decreases =	\$67,920.85
INCREASES				
17	Traffic Stripes, Long-life, Epoxy Resin, 4"	1639	\$0.45	\$737.55
20	RPM Bi-directional, Blue Lens	1	\$42.00	\$42.00
38	Polymerized Joint Adhesive	80	\$1.00	\$80.00
42	Temporary Traffic Stripes	249	\$0.19	\$47.31
				\$0.00
			Total Increases =	\$906.86
EXTRAS				
S1	Tree Removal	1	\$2,200.00	\$2,200.00
				\$0.00
				\$0.00
			Total Extras =	\$2,200.00
Total Amount Change Order No. 1				-\$64,813.99

Amount of Original Amount: \$458,775.13
 Adjusted Amount Based on Change Order No. 1: \$393,961.14
 Total Change (+ or -): (\$64,813.99)
 % of Change in Contract: -14.13%
 [(+) Increase or (-) Decrease]

C-2

**RESOLUTION AUTHORIZING THE EXECUTION OF A COST REIMBURSEMENT
AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION IN
AN AMOUNT NOT TO EXCEED \$1,000,035.00**

WHEREAS, the Gloucester County Engineer has requested authority to execute and submit a Cost Reimbursement Authorization/Agreement with the New Jersey Department of Transportation in an amount not to exceed \$1,000,035.00 for the proposed guiderail improvements at ten locations throughout Gloucester County, Federal Project Number STP-COOS(773), Engineering Project 15-01FA, as outlined in the attachment.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Gloucester approves the execution and submission of a Reimbursement Authorization/Agreement in an amount not to exceed \$1,000,035.00 and the Freeholder Director, Clerk of the Board and County Engineer are hereby authorized to sign any necessary documents.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester held on Wednesday, April 6, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

Agreement No. 15-DT-BLA-712

Contract ID: 16 70813

Recipient's DUNS No.: 957362247

CFDA Name and Number: Catalog of Federal Domestic Assistance 20.205

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

FEDERAL AID AGREEMENT

Project: 2015-GC-Gloucester County Guiderail Replacement Project FY 2015
(Fed. Proj. No.: STP-C00S(773)) FAP-2015-Gloucester County-02388

Municipality: Various Municipalities

County: Gloucester

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

WITNESSETH:

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

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

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

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

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

1. Description of Project – Scope of Work

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

2. Agreement Contract Term

2.1. This Agreement shall be effective upon proper execution by the State and the Recipient and shall
continue in effect until the project is completed and all vouchers have been paid subject to Section 7
below. Allowable costs incurred for the performance of work in the attached Scope of Work in this Cost
Reimbursement Agreement shall be eligible for reimbursement from the effective date of 3/2/16. All
such work shall be completed by 6/30/20, unless either terminated or extended by written authorization
of the State.

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

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

3. Plans and Specifications

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

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

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

4. Project Work

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

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

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

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

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

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

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

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

5. Insurance

5.1 Recipient shall maintain or cause to be maintained:

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

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

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

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

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

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

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

6. Disbursement of Project Fund

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

6.1 (b) The total cost of the project by the Recipient for completion of the Project Scope of Work in this Agreement shall not exceed \$1,000,035.00, with an approved budget as follows:

Federal Project #	Project Sponsor	Contract	Sponsor In-House	Total	Date Authorized	Date for Completion
STP-C00S(773)	Gloucester County	\$1,000,035.00	\$0.00	\$1,000,035.00	03/02/16	06/30/20

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

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

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

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

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

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

(e) The administrative requirements include:

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

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

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

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

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

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

7. Audit Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Inspections

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

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

9. Indemnification

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

10. Abandonment of Project

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

11. No Personal Liability

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

12. Equal Opportunity

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

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

(a) The contractor or subcontractor, where applicable will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Equal Employment Opportunity Officer setting forth provisions of this non-discrimination clause;

(b) The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified

applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;

(c) The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Equal Employment Opportunity Officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

(f) The contractor or subcontractor agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

(g) The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

(h) The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status of sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal court decisions.

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

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

12.3 Recipient also agrees:

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

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

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

pursuant to the Executive Order.

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

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

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

13. Nondiscrimination

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

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

14. Disadvantaged Business Enterprises

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

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

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

15. No Oral Modifications

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

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

16. Notices and Demands

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

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

If to the State:

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

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

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

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

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

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

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

If to Recipient:

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

17. Partial Invalidity

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

18. Further Assurances

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

19. Subject to FHWA Regulations

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

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

20. Entire Agreement; Counterparts; Disputes

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

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

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

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

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

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

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

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

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

Project: 2015-GC-Gloucester County Guiderail Replacement Project FY 2015

Municipality: Various Municipalities County: Gloucester

Fed. Proj. No.: STP-C00S(773)

Agreement No.: 15-DT-BLA-712

ATTEST/WITNESSED/AFFIX SEAL:

RECIPIENT: Gloucester County

Name: Chad M. Bruner Date
Title: Administrator/Clerk

By: _____ Date
Name: Robert M. Damminger
Title: Freeholder Director

ATTEST/WITNESSED/AFFIX SEAL:

NEW JERSEY DEPARTMENT OF
TRANSPORTATION

Anika James, Department Secretary, Date
New Jersey Department of Transportation

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

THIS DOCUMENT HAS BEEN REVIEWED AND APPROVED AS TO FORM

ACTING ATTORNEY GENERAL OF NEW JERSEY

John Jay Hoffman

By: _____ Date
Deputy Attorney General
Keith Ronan, DAG

APPENDIX A

NONDISCRIMINATION

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

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

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

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

- (a) Notify the Project initiator, in writing, of the type and approximate value of the work which the RECIPIENT intends to accomplish by such subcontract, purchase order or lease.
- (b) Give DBE firms equal consideration with non-minority firms in negotiations for any such subcontracts, purchase orders or leases.

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

APPENDIX B

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Robert M. Damminger, Freeholder Director
(Name and Title of Grantee Official)

hereby certify on behalf of RECIPIENT, that:

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

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

Executed this _____ day of _____, 2_____.

By: _____

Robert M. Damminger, Freeholder Director

(Signature and Title of Authorized Official)

APPENDIX C

CERTIFICATION OF RECIPIENT

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

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

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

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

APPENDIX D

CERTIFICATION OF NEW JERSEY DEPARTMENT OF TRANSPORTATION

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

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

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

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

APPENDIX E

NJDOT CODE OF ETHICS FOR VENDORS

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

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

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

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

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

Adopted on the 16th day of December, 1987

APPENDIX F

CERTIFICATION OF RECIPIENT ELIGIBILITY

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

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

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

does not have a proposed debarment pending; and

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

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

Attest:

RECIPIENT

Name/Title Chad M. Bruner
Administrator/Clerk

Date: _____

Name/Title
Robert M. Damminger
Freeholder Director

APPENDIX G

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities.

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

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

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

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

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

APPENDIX H

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

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

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

- a. The RECIPIENT, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The RECIPIENT will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department of Transportation's Compliance Officer setting forth provisions of this nondiscrimination clause;
- b. The RECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;
- c. The RECIPIENT, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Department of Transportation's Compliance Officer, advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The notices referred to in paragraphs a and c may be obtained at the preconstruction conference.



15-01FA

State of New Jersey

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

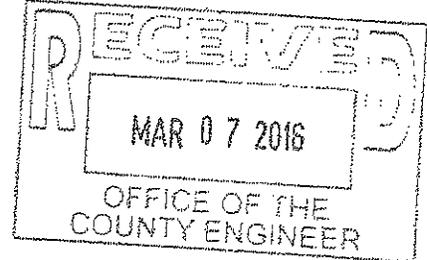
CHRIS CHRISTIE
Governor

RICHARD T. HAMMER
Commissioner

KIM GUADAGNO
Lt. Governor

March 4, 2016

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



Re.: **LETTER OF AUTHORIZATION**
2015-GC-Gloucester County Guiderail Replacement Project FY 2015
Location: Various
Various Municipalities, Gloucester County
Federal Project No. STP-C00S(773)
NJDOT Job No. 6200354
FAP-2015-Gloucester County-02388

Dear Mr. Voltaggio:

This is to inform you that on 03/02/2016, Federal Highway Administration authorized funding up to an amount of \$1,000,035.00, for the above captioned Federal Aid Highway Program project in the Various Municipalities, Gloucester County.

The following reflects a breakdown of authorized costs as submitted with the federal authorization request:

	Federally Participating	Federally Non-participating
Construction Costs	\$1,000,035.00	\$0.00
Construction Inspection (Consultant) Costs	\$0.00	\$0.00
Construction Inspection (Sponsor's In-house Staff) Costs	\$0.00	\$0.00
Material Testing Costs	\$0.00	\$0.00
Third Party Non-sharing Costs	\$0.00	\$0.00
Total Amount (SFA Costs \$12,601.00)	\$1,012,636.00	\$0.00

Requirements for this project include, but are not limited to, the following:

Advertisement of Contract

- As per the NJDOT Procedures for Federal Aid Projects Local Aid Federal Aid handbook, Gloucester County is required to advertise for construction bids within 60 calendar days from the date of this letter. The project shall be advertised once a week for a minimum of three (3) consecutive weeks in at least two (2) legal newspapers.

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

- Gloucester County must send NJDOT a schedule of advertisement and anticipated bid date, start date for construction, and a current construction bar chart (Critical Path Method Schedule.) prior to advertisement. Gloucester County may use its own format for the bid proposal; however, the construction items and quantities must be the same as the final plans, specifications and estimate (as submitted with the authorization request). Any modifications to the construction items and quantities will require FHWA's prior approval and authorization.
- The number of Training Positions will be 0 [where feasible consisting of at least Zero (0) Apprentices and Zero (0) Apprentice Graduates of the P.A.P. and/or Trainees (Total Trainees Hours = 0)].
- The Disadvantaged Business Enterprise (DBE) goal is 9%.
- General wage determinations issued under Davis-Bacon and related acts, published by US Department of Labor, may be obtained from the Web Determinations online web site at <http://www.wdol.gov/dba.aspx#0>. Select state, county and construction type heading: HIGHWAY where the Project is to be performed then click Search.
- Pay the prevailing wage rates determined by the United States Secretary of Labor and the New Jersey Department of Labor. If the prevailing wage rate prescribed for any craft by the United States Secretary of Labor is not the same as the prevailing wage rate prescribed for that craft by the New Jersey Department of Labor, pay the higher rate. State wage rates may be obtained from the New Jersey Department of Labor & Workforce Development (Telephone: 609-292-2259) or by accessing the Department of Labor & Workforce Development's web site at http://lwd.dol.state.nj.us/labor/wagehour/wagehour_index.html. The State wage rates in effect at the time of award are part of this Contract, pursuant to Chapter 150, Laws of 1963 (NJSA 34:11-56.25, et seq.).
- Contract completion date as noted in the bid documents must be specified in the project specifications with provisions for liquidated damages as per NJDOT 2007 Standard Specifications for Road and Bridge Construction section 108.20.
- Bids may be accepted up to 10 days following the last date of advertisement.

Award of Contract

- Gloucester County must award a construction contract within 4 months of the date of this notification. Failure to award construction within 4 months of NJDOT's letter may result in the withdrawal of funding. Withdrawal of funds may require the project to be reprogrammed by the MPO and rescheduled for approvals in the Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP) and reauthorization of funds by FHWA. This could result in significant project delays.
- Upon award of construction contract, Gloucester County must submit:
 - Certified copies of the bid summary
 - Resolution of award
 - Affidavit of advertisements
 - Completed copies of Federal attachments
 - Written verification that the contractor and/or subcontractors are not on the debarred list
 - *Completed copies of CR-266F (DBE/ESBE)*
 - *Verification that the bidder has met the proposed DBE/ESBE goal requirement for this project*
 - *Completed Checklist for the Award of a Federal Aid Construction Contract*
- Gloucester County must complete and submit a copy of the bid analysis prepared in accordance with the FHWA's Guidelines on Preparing Engineer's Estimate, Bid Reviews and Evaluation, dated January 20, 2004 {Formerly T5080.4}. These Guidelines are available at: <http://www.fhwa.dot.gov/programadmin/contracts/ta508046.pdf>.

Project Agreement

- Return four (4) original signed in blue ink and sealed copies of the agreement attaching (i) signed in blue ink/sealed Resolutions (authorizing the Officials to sign the agreement) (ii) Scope of Work (narrative or description of the project) and (iii) a cost estimate used for authorization purposes; for execution by the Department. You must also enter name/titles of officials in the agreement, where required, to expedite processing by this office.
- DO NOT enter the date on page 1.
- Signed copies of the agreement should be returned within 45 days of this letter.

Project Billing

- NJDOT must receive an initial billing (payment voucher) from the recipient for the construction project no later than 3 months after NJDOT has concurred in the award of the construction contract. NJDOT must receive subsequent billings (payment vouchers) on a monthly basis after the initial billing but no later than 3 months thereafter as stipulated in the project agreement. Failure to meet the billing requirements may result in the restriction of authorization of any future FHWA funding until such time as progress on timely billings is demonstrated.
- The project will be considered "Inactive" if Gloucester County fails to submit an invoice within the durations described in 23 CFR 630.106. It is Gloucester County's responsibility to ensure that the federal funding is not jeopardized for this project due to an "Inactive" project status.

Final Inspection and Closeout

- All projects constructed with Federal funds require full-time construction inspection and oversight. Failure to follow the Federal guidelines may result in the loss of Federal reimbursement.
- Requests for final inspection and acceptance to NJDOT shall be made by Gloucester County no later than 30 days following Substantial Completion of construction.
- Close-out documents shall be submitted by Gloucester County to NJDOT within 6 months of receipt of acceptance by NJDOT.

Failure to meet the time requirements for project close-out may result in the restriction of authorization of future FHWA funding until such time as progress on close-out is demonstrated.

Gloucester County may appeal decisions made by NJDOT regarding all above compliance issues on a case-by-case basis, but NJDOT reserves the right to make a final determination whether to continue funding the project or not. NJDOT will be reviewing the status of the federal-aid agreement and the issues associated with compliance on a monthly basis.

It is the NJDOT's desire to make the process of funding and oversight as reasonable as possible and at the same time satisfy FHWA requirements. Gloucester County's cooperation will greatly facilitate this effort and assist in future funding.

Should you have any questions regarding the above, please contact David Cihocki at (856) 486-6757.

Sincerely,



Salim T. Mikhael
Manager
District 4 Local Aid

Enclosures

F-1

RESOLUTION AUTHORIZING A CONTRACT WITH PITMAN ANIMAL HOSPITAL, LLC FOR VETERINARIAN OF RECORD SERVICES FROM APRIL 1, 2016 TO MARCH 31, 2017

WHEREAS, there exists a need for the County to contract for Veterinarian of Record services, including certain consulting services, emergency veterinary care during normal business hours and spay, neuter and rabies vaccination services for the period April 1, 2016 to March 31, 2017; and

WHEREAS, the County has requested proposals for the aforementioned services via RFP-016-024 from interested providers and has evaluated those proposals consistent with the County's fair and open procurement process and consistent with the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, such evaluation, based on the established criteria, concluded that Pitman Animal Hospital, located at 654 N. Delsea Drive, Pitman, NJ 08071, be awarded a Contract for services as per RFP-016-024, for the period April 1, 2016 to March 31, 2017; and

WHEREAS, the Contract shall include an annual fee of \$14,400.00, payable to Vendor at \$1,200.00 per month, for agreed consulting services, excluding fees for emergency care during normal business hours and spay, neuter and rabies vaccination services. Emergency care and treatment services from Vendor shall be on an as needed basis, with total compensation for such services not to exceed \$25,600.00 for the contract period, as prescribed in Vendor's response to RFP-016-024 dated March 4, 2016; and

WHEREAS, the Treasurer has certified availability of funds in the amount of \$10,800.00 for consulting fees payable monthly over the nine (9) remaining months of calendar year 2016, pursuant to CAF-16-02651, which amount shall be charged against budget line item #T-03-08-536-340-20217; with the balance of consulting service fees (\$3,600.00) under the Contract to be encumbered and payable upon adoption of the 2017 Gloucester County Budget; and

WHEREAS, such Contract may be awarded pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in accordance with N.J.S.A. 40A11-5(a)(i), in that the subject matter of the Contract is for the provision of professional services.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to a Contract with Pitman Animal Hospital, LLC for Veterinarian of Record services, emergency care and other services as set forth in RFP-016-024 from April 1, 2016 to March 31, 2017; 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 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 Board of Chosen Freeholders of the County of Gloucester held on Wednesday, April 6, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

F-1

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
PITMAN ANIMAL HOSPITAL, LLC**

THIS CONTRACT is made effective the 1st day of **April, 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 **PITMAN ANIMAL HOSPITAL, LLC** with offices located at 645 N. Delsea Drive, Pitman, NJ 08071, hereinafter referred to as "**Vendor**."

RECITALS

WHEREAS, there exists a need for the County to contract for Veterinarian of Record Services for its Animal Shelter, including certain consulting services, emergency veterinary care during normal business hours and spay, neuter and rabies vaccination services for the period April 1, 2016 to March 31, 2017, in compliance with RFP-016-024; and

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

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

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

TERMS OF AGREEMENT

1. **TERM**. This Contract shall be effective for the period commencing April 1, 2016 and concluding March 31, 2017.
2. **COMPENSATION**. Vendor shall receive an annual fee of \$14,400.00, payable at \$1,200.00 per month, for agreed consulting services, excluding fees for emergency care during normal business hours and spay, neuter and rabies vaccination services. Emergency care and treatment services from Vendor shall be on an as needed basis, with total compensation for such services not to exceed \$25,600.00 for the contract period, as prescribed in Vendor's response to RFP-016-024 dated March 4, 2016.

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

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

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the County's RFP-016-024 document, and Vendor's responsive proposal dated March 4, 2016, which are incorporated by reference in their entirety and made part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP-016-024.

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, sex, veteran status or military service. 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, sex, veteran status or military service. 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 non-discrimination 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, sex, veteran status or military service.

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the RFP-016-024, 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 its obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

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

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

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

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

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

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

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

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

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

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.
 12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of the County or infringe on the rights of the public.
 13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
 14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
 15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the Contract sum shall be adjusted accordingly. This Contract and the Contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
 16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
 17. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.
 18. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Vendor is an independent 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, RFP-016-024 issued by the County of Gloucester and Vendor's responsive proposal dated March 4, 2016. Should there occur a conflict between this form of Contract and the County's RFP-016-024, then this Contract shall prevail. If there should occur a conflict between this Contract or RFP-016-024 issued by the County of Gloucester and the Vendor's responsive proposal dated March 4, 2016, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is made effective the 1st day of April, 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:

PITMAN ANIMAL HOSPITAL

DR. ROBERT W. HARRIS, OWNER

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 -016-024 - Veterinary Services- Pitman Animal Hospital

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. Proposal contains all required checklist information <u> 5 </u> points All required documentation submitted.	5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> All services including Emergency work, Consulting and Spay Neuter Services to be performed with very experienced staff. <u> 25 </u> points	24
C. <u>Relevance and Extent of Similar Engagements performed</u> Performs all duties as requested by Shelter Director. Vendor is currently performing all functions listed with experienced staff to perform duties listed in the RFP. <u> 25 </u> points	23
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Vendor will perform all duties listed and is our current vendor for this Service. Very knowledgeable to perform all duties requested as well as Providing a license for kennel operations. <u> 25 </u> points	24
E. Reasonableness of Cost Proposal Pricing for Consulting is \$1,200.00 / month. Emergency services are listed at \$not to exceed \$75.00 / hour. Male Dog Spay Neuter \$223.00, Female is \$243.00, Female Feline Spay Neuter 200.00, Male Feline is \$185.00. <u> 20 </u> points	14
TOTALS	90

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 16-02651

ORDER DATE: 03/31/16
REQUISITION NO: R6-02893
DELIVERY DATE: 04/15/16
STATE CONTRACT: RFP 16-024
ACCOUNT NUM:

pg 1

**S
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O**
GLOUC. CO ANIMAL SHELTER
1200 N. DELSEA DRIVE, BLDG C
CLAYTON, NJ 08312
856-881-2828

**V
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O
R**
VENDOR #: PITMA030
PITMAN ANIMAL HOSP-EMERGENCY
654 N. DELSEA DR.
PITMAN, NJ 08071-1232

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00/LOT	This is a CAF for Pitman Animal Hospital for RFP 16-024 for consulting services Apr 1 to Dec 31 2016 AS PER RESOLUTION PASSED 4/6/16	T-03-08-536-340-20217 Professional services	10,800.0000	10,800.00
			TOTAL	10,800.00

CLAIMANT'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

RECEIVER'S CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPARTMENT HEAD DATE

APPROVAL TO PURCHASE

**DO NOT ACCEPT THIS ORDER
UNLESS IT IS SIGNED BELOW**

Michael J. Burke
TREASURER / CFO

[Signature]
PURCHASING DIRECTOR

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

F-2

RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATIVE TO THE APPLICATION FOR A GRANT THROUGH THE N.J. DIVISION OF HIGHWAY TRAFFIC SAFETY (NJDHTS), FOR THE 2017 COMPREHENSIVE TRAFFIC SAFETY PROGRAM (CTSP), FROM OCTOBER 1, 2016 TO SEPTEMBER 30, 2017 IN THE AMOUNT OF \$17,000.00

WHEREAS, the office of the Gloucester County Prosecutor through the County's Sheriff, wishes to obtain and expand continuation of grant funding in the amount of \$17,000.00, through the New Jersey Division of Highway Traffic Safety (NJDHTS) for the FY 2017 Comprehensive Traffic Safety Program (CTSP) for the purpose of enforcing, inspecting, distributing and educating the public to properly use available motor vehicle occupant protection systems from October 1, 2016 through September 30, 2017; and

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

WHEREAS, the County Sheriff's Office reviewed all data supplied or to be supplied in the Grant application and in its attachments, and certifies to the Board that all data contained in the application, and in its attachment is true and correct; and

WHEREAS, the Gloucester County Prosecutor's Office and Sheriff'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, Division of Highway Traffic Safety of the administration of grant projects.

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 and the Clerk of the Board is authorized to attest to the execution of all documents in connection with the filing of the grant application with the New Jersey Division of Highway Traffic (NJDHTS) for the FY 2017 Comprehensive Traffic Safety Program (CTSP), requesting grant funds from the Occupant Protection Education and Enforcement Program in the amount of \$17,000.00. from October 1, 2016 to September 30, 2017; and
2. The Board hereby confirms that it shall comply with applicable regulations of the granting authority as referred to above, and shall provide any necessary additional assurances as may be required.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held Wednesday, April 6, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/ECLERK OF THE BOARD

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ 15,000.00

TOTAL OTHER EXPENSES (b): \$ 2,000.00

TOTAL FRINGE (c): \$ 0

TOTAL PROGRAM COST (d): \$ _____

TOTAL GRANT FUNDING (e): \$ 17,000.00

TOTAL COUNTY FUNDING (f): \$ 0

DEPT. HEAD: _____
Carmel M. Morina, Sheriff

DATE: _____

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

- X GRANT REQUEST FORM
- GRANT REVIEW SHEET
- X C-2 FORM
- X GRANT APPLICATION
- X 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.

GLOUCESTER COUNTY HIGHWAY SAFETY GRANT

C-2 LINE ITEM NARRATIVE

10/1/2016-9/30/2017

Salaries & Wages

Overtime Reimbursement

To reimburse Sheriff's Overtime for time educating the parents and caregivers on
Proper car seat and booster seat.

Gloucester County Sheriff's Office

Child Passenger Safety Education Grant (Safety Car Seat)

Agenda Blurb for April 6, 2016 Freeholder Meeting

1. A resolution for a grant program between the County of Gloucester and NJ Division of Highway Traffic Safety (NJDHVS), FED-2017-Gloucester County-00041 to inspect, educate, distribute new seats when needed, at community events throughout the County of Gloucester. Also reimburse the salary of the Child Passenger Techs within the Sheriff's Office.
-

GLOUCESTER COUNTY HIGHWAY SAFETY GRANT

FUND APPLICATION

BUDGET NARRATIVE

10/1/2016-9/30/2017

Overtime Reimbursement	\$15,000.00
Commodities/car seats	\$2,000.00
Total	\$17,000.00

Gloucester County
FED-2017-Gloucester County-00041

GENERAL INFORMATION

Applicant Agency Gloucester County

Project Title Child Passenger Safety Education 2017

Federal Tax ID # 216000660

D-U-N-S Number 957362247

CCR Registered Yes No

For information regarding CCR Registration [click here.](#)

Project Period

From 10/1/2016 To 9/30/2017

Final financial claim due October 31.
Project period must be within current federal fiscal year (October 1 - September 30).

Type of Application

Initial Cont. Year 2 Year 3

Is this applicant organization non-profit? Yes No

Are you a New Jersey State Agency (e.g. Division of State Police, Department of Community Affairs)? Yes No

3/17/2016

Gloucester County
FED-2017-Gloucester County-00041

CONTACT INFORMATION

Project Director

Prefix: Mrs.
First Name: Joan
Last Name: Schaubeck
Title: Secretarial Assistant
Address 1: PO BOX 376
Address 2: 2 S. Broad St
City: WOODBURY
State: New Jersey
Zip: 08096
Phone: 856 - 384 - 4601 ext.
Fax: 856 - 384 - 4679
E-mail: jschaubeck@co.gloucester.nj.us

Financial Director

Prefix: Mrs.
First Name: Tracey
Last Name: Giordano
Title: TREASURER
Address 1: PO BOX 337
Address 2: 2 SOUTH BROAD STREET
City: WOODBURY
State: New Jersey
Zip: 08096
Phone: 856 - 853 - 3522 ext.
Fax: 856 - 845 - 6234
E-mail: tgiordano@co.gloucester.nj.us

3/17/2016

Gloucester County
FED-2017-Gloucester County-00041

CONTACT INFORMATION

Authorizing Official

Prefix: Mr.

First Name: ROBERT

Last Name: DAMMINGER

Title: FREEHOLDER DIRECTOR

Address 1: PO BOX 337

Address 2: 2 SOUTH BROAD STREET

City: WOODBURY

State: New Jersey

Zip: 08096

Phone: 856 - 853 - 3395 ext.

Fax: 856 - 853 - 3308

E-mail: mganglof@co.gloucester.nj.us

Draft

3/17/2016

NARRATIVE DESCRIPTION OF PROJECT

Problem Statement

Describe in detail the specific problem you are attempting to impact or correct. Objectives must be measurable and three years of data to support the problem is required. Indicate why your current program or activity is not adequate and explain past efforts to resolve the problem. Provide supporting data, facts, or statistics which substantiate the need for the project.

Gloucester County has 24 municipalities within its borders. It is a total of 329 square miles with a total of 2,032 total miles of roads. Total population of over 300,000. County has 410 miles of county highway roads. In 2014 Gloucester County had 30 fatal accidents, 8 were pedestrian related.

The objectives that the Office of the Sheriff is attempting to reach caregivers, whether it be parent, grandparents or caregiver of the child or children being transported in vehicles be safely transported to their destinations. Also to target the schools in getting the message that the Child Safety Seats are a very important that the children wear them and wear them properly to prevent injuries.

Educating the caregivers in the selection of the proper child safety seat and the installation for each situation. Whether it be a convertible seat, front facing, rear facing or booster seat. The right seat must fit the child and the circumstances of the child being transported. It is a proven fact that children restrained into child safety seats properly withstand vehicle crashes better and save lives with limited injuries.

It is a proven fact more that 2,000 unbuckled drivers have died and approximately 700 unbuckled drivers and front seat passengers have been ejected from the vehicles and killed in the past 10 years. This is why it is important to stress the importance of buckling up using child safety seats to protect lives

Our office holds Child Safety Seat Checks at the County Store, along with the scheduling of events throughout the county to ensure the installations are correct. Our officers assist the parents in the proper installations, by instructing the caregiver to read the owners manual of the vehicle along with the child safety seat instructions each vehicle and system can vary on the installation. This is why it is important that both instructions and vehicle manual are used in the installations.

3/17/2016

NARRATIVE DESCRIPTION OF PROJECT

Click the Browse button to add Problem Statement attachments.
546247-childsafetygrant1120.pdf

Objectives

Describe objectives to be accomplished during the project. Objectives should be specific, clearly written, measurable, targeted to the problem identified, and time framed.

Objective

Having our officers instruct and oversee the parents and caregivers on the proper fitting and installations of the child safety seats. By instruction this should educate and inform the public of the importance of the use of the child safety seat.

Click the Browse button to add Objectives attachments.

Tasks

PROGRAM MANAGEMENT

Activities

The Office of the Sheriff will hold Child Safety Seat Checks at our County Store the first and third Saturday of each month. Our office also has activities scheduled at the Countys Annual Fair, which consists of providing information and hands on instruction on the proper installation of Child Safety Seats. We participate in the Child Safety Seat Checks held at the Target Department Stores. This activity reaches many people and we are able to get our message to a larger spectrum of the county's population. We participate at the Deptford Day Celebration, and activities when we are requested. Our office will replace seats to parents or caregivers that either have a car seat that does not fit the child has been recalled, they do not have one, or can not afford a seat. We would like to go to the elementary schools in the area to educate and instruct the children on the safety of using the child safety seats and seat belts.

3/17/2016

NARRATIVE DESCRIPTION OF PROJECT

Objective

The Gloucester County Office of the Sheriff will teach and enforce Child Passenger Safety laws, regulations, and policies to provide clear guidance to the motoring public concerning motor vehicle occupant protection systems.

Click the Browse button to add Objectives attachments.

Tasks

LEGISLATION, REGULATION, AND POLICY

Activities

By leading by example, the wearing of seat belts. By hosting events explaining the importance of child safety seats and the proper usage by all. The Office of the Sheriff holds Child Safety Seat Checks twice a month on the first and third Saturday held at the County Store. Enforcement of the law requiring children under the age of 8 years or 80 pounds to be in a child safety seat or booster. Also educating the enforcement of large children under 8 who weigh in excess of 80 pounds that they must wear a seat belt anywhere in the vehicle. If by chance there is not a back seat to the vehicle a child safety or booster seat must be placed in the front seat. No rear facing child safety seat be used in the front seat. In addition any passengers 8 to 18 regardless of weight must wear a seat belt anywhere in the vehicle. (NJS 39:3-76.20) By having events at the schools to educate the children on the reasons why they need to wear the seat belt or be in a child safety seat or booster.

3/17/2016

NARRATIVE DESCRIPTION OF PROJECT

Objective

Office of the Sheriff of Gloucester County will enforce the seat belt and child safety seats to help prevent injury and death to our children and adults within our county. To educate and inform the general public in the safety of using seatbelts.

Click the Browse button to add Objectives attachments.

Tasks

ENFORCEMENT PROGRAM

Activities

Public information and educational displays to inform the public about the use of occupant protection law and related enforcement activities. To arrange Child Safety Seat Check Points at the local schools, preschools and county store. Have activities to show the 5 to 7 year old children that wearing a seat belt or being in a child booster seat can save their lives if they were to be involved in a crash.

3/17/2016

NARRATIVE DESCRIPTION OF PROJECT

Objective

Make the public aware of the dangers of getting into a vehicle without the proper restraint. How a child safety seat, booster, or seat belt can make the difference in whether you die in a crash or just sustain a small injury.

Click the Browse button to add Objectives attachments.

Tasks

PUBLIC INFORMATION AND EDUCATION PROGRAM

Activities

Increase awareness of the use of the child safety seats and seat belts in the vehicles. Get the information to the pre-schools, and early education programs for the proper use of child safety seats use, and the elementary schools for the booster and seat belt awareness. Show the consequences of non-use of the child safety seats and seat belts. Schedule a child safety seat demonstration on the proper installations on different vehicles. As not all child safety seats are installed the same. The child safety seat has a manual and instructions, the vehicle also has instructions on the safest and best location in each vehicle.

3/17/2016

NARRATIVE DESCRIPTION OF PROJECT

Objective

The public at large needs to understand the importance in using child safety seats along with seat belts every time they enter a vehicle. With proper use and use everytime they help prevent major tragic injuries or death.

Click the Browse button to add Objectives attachments.

Tasks

HEALTH/MEDICAL PROGRAM

Activities

Office of the Sheriff would like to join forces with the local hospitals maternity and pre natal units. To instruct and provide needed assistance with the installation of child safety seats. Also to provide child safety seats to those in need. To give instruction on proper placement and position of the child safety seat for newborn and babies. Also on small children who are hospitalize.

3/17/2016

NARRATIVE DESCRIPTION OF PROJECT

Objective

The Gloucester County Office of the Sheriff will vigorously promote the use of child safety seats. The states require every child up to 40 pounds to ride correctly secured in a child safety seat that meets Federal Motor Vehicle Safety Standards.

Click the Browse button to add Objectives attachments.

Tasks

CHILD PASSENGER SAFETY PROGRAM

Activities

Educate and inform parents, caregivers, doctors, and the general public on the importance of protecting our children by the means of using child safety seats and seat belts. To show the benefits of the use causing less injury and death to the small infants and children. To encourage the use of child safety seats and seat belts at all times while transporting babies, and young children as well as adults. Make our services available to hospitals, schools and daycare facilities to educate and provide instruction on the safety and installation of the proper child safety seat for the age and size of the child. To encourage local law enforcement to enforce child passenger safety seat laws. Make the child safety seats available to low-income and at-risk families with the education and instruction on how to properly use them.

3/17/2016

NARRATIVE DESCRIPTION OF PROJECT

Objective

The Office of the Sheriff will work with the communities in order to promote the use of the Child Safety Seats and seat belts. Work in harmony with the schools and civic organizations.

Click the Browse button to add Objectives attachments.

Tasks

OUTREACH PROGRAM

Activities

Office of the Sheriff along with the public's support and the assistance of the NJDHT's programs we are able to provide the highway safety education needed for success in making everyone aware of the dangers of not wearing seat belts and child safety seats.

Continued Education in the hospitals, day care centers, preschools, elementary thru high school levels. First we educate the parent or caregiver and then it is enforced as the child grows so they understand the importance of securing in a child passenger seat or seat belt while traveling in a motor vehicle. Provide the materials and resources necessary to conduct Child Passenger Safety Education Programs.

3/17/2016

NARRATIVE DESCRIPTION OF PROJECT

Objective

Sheriff Office of Gloucester County will conduct of Child Safety Seat Checks bi-monthly at the County Store along with other events that will be scheduled throughout the year. Visit the local pre-schools to enforce the proper installation and usage.

Click the Browse button to add Objectives attachments.

Tasks

EVALUATION PROGRAM

Activities

Conduct surveys through-out the county on the public knowledge in regards to Child Passenger Safety Education Programs. Obtain quarterly data from law enforcement agencies regarding the number of citations and accidents involving no Child Safety Seats or Seat Belts.

Continue to have the Child Safety check points to assist the parents and caregivers on the proper placement and selection of seats for the children affected.

3/17/2016

NARRATIVE DESCRIPTION OF PROJECT

Objective

To conduct 3- Child Passenger Safety Checkpoint Enforcement Activities, to assure the children are secure in the vehicle at all times, which will reduce the number of injuries and fatalities to children while traveling in the motor vehicle.

Click the Browse button to add Objectives attachments.

Tasks

Coordinate with towns to schedule the details

Activities

To conduct three- 3 Child Passenger Safety Checkpoint Enforcement Activities. Make the community aware that this is the law and it is to be followed. In addition provide education to the parents, caregivers, grandparents so they can protect their children in the event of an accident. We've found that 52% of people surveyed, were involved in accidents within five miles from their home and 69% were involved in accidents within ten miles from their home. The community has to become aware that the thinking, "I'm just running to the store, he/she doesn't need to be in a car seat", is not acceptable. And they as the caregiver are responsible to assure they have done all they can do to protect their child. The first step, is assuring their child is properly restrained in a Car Seat/Booster Seat/Seat belt, depending on the guideline for their child.

3/17/2016

NARRATIVE DESCRIPTION OF PROJECT

Objective

Focus on Gloucester County, NJ. In 2012, NJ had issued 29,307 seat belt citations/981 child restraint, G.C. issued 354 seat belt/10 child restraint, approx 1%. Participation/Enforcement is a must to achieve significant, lasting increases in usage.

Click the Browse button to add Objectives attachments.

Tasks

Increase Enforcement of Child restraint Law
Assistance to low-income households
Demonstrations of proper child restraint use

Activities

Our office will continue educating the general public on the Enforcement of Child Safety Restraints and their importance.
The issuing of warnings for non-compliance of the usage Child Safety Seats.
Issuing ticket citations for those are in non-compliance of the law.
Provide child safety seats for the low income groups and persons of necessity.
Grandparents who have now become caregivers for young children.
Child Safety Seat Inspection checks held at local events, 4-H Fair, County Health Fair, and Senior Held Events.

3/17/2016

METHODOLOGY (METHODS)

Methodology (Methods)

Describe activities and procedures which will be undertaken to achieve each objective. Fully describe what actions are necessary to help resolve the problem stated.

Increase the education regarding child safety seats usage to not only the children but the caregivers of those children 18 and under. However the group of children most at risk are in the 5 to 7 year old category. In today's economy, it is very difficult to, as some would think, "pay for the extras". But, in reality, it is those extras such as Child safety seats that if supplied, and proper instruction on how to use save the lives of our children. Providing child safety seats, enforcement and education of booster seats and seat belts in our schools, presenting the "Staying Safe in the Car" Booster Seat/Seat belt curriculum to a classroom or assembly of appropriate age students. These events that are designed to educate a designated public group such as senior citizens, who now are raising their grandchildren need to be educated. Fitting Stations will educate the children and the caregivers in a family on proper usage. A certified CPS Technician speaks to Parent/Teacher meeting, new parent classes, preschool staff and or parents, school transportation units to discuss child restraints, booster seats or seat belts, based on a prepared curriculum and identified need. Network with community organizations who provide services for the children. Such organizations would include DHS (division of youth and family services), and Tri-County Action Partnership, Gloucester County Board of Social Services, Robins Nest and The Mother & Child Shelter which would include programs such as "Keeping Children Safe", these are only a few of the programs which we will reach with the education and information on child safety seats and seat belt use. To conduct three Child Passenger Safety Checkpoint Enforcement Activities. Make the community aware that this is the law and it is to be followed. In addition provide education to the parents, caregivers, grandparents so they can protect their children in the event of an accident.

3/17/2016

Gloucester County
FED-2017-Gloucester County-00041

MILESTONES

Task 1

Educating Senior Citizens as Caregivers for Granchildren

Activity 1

As the economy weakens we find more Grandparents raising their young grandchildren. The need to educate Senior Citizens as Caregivers has greatly grown. We need to assist grandparents on the proper selection of a child car seat for the need of the child/children. The installation and proper location. Scheduled Senior Citizens Meetings throughout county where instruction and education is provided by CPS Technican. Also to provide Child Safety seats where the need is, being low income or necessity.

Draft

3/17/2016

Gloucester County
FED-2017-Gloucester County-00041

MILESTONES

Task 2

Community Education Activities

Activity 2

The Child Safety Seat check points that we currently have set up has produced positive results. Proper use of age appropriate child safety seats, whether it be a car seat, rear or front facing or a booster seat, has enforced the goal of reducing injuries and fatalities to children while traveling in a motor vehicles.

In addition to scheduling of Education Activities, community events, day care centers, nursery schools, and school assemblies through local municipalities, we also have educational pamphlets, and we will replace a car seat for child, grandchild, or family in need of one.

Increase public awareness about child occupant protection laws and the use of child safety seats and seat belts, especially reaching out to the under-served populations.

Draft

Gloucester County
FED-2017-Gloucester County-00041

MILESTONES

Task 3

Diverse Populations

Activity 3

Work closely with individuals and organizations that represent the various ethnic and cultural populations that are reflected in Gloucester County. Provide educational resources in multiple languages. Utilize leaders from diverse communities as spokespeople to promote seat belt use, child safety seats and booster seats. In areas where there is a language barrier communication is key in communicating the need for proper installation and use of the appropriate child safety seat.

Draft

Gloucester County
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MILESTONES

Task 4

Activity 4

Draft

3/17/2016

Gloucester County
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MILESTONES

Task 5

Activity 5

Draft

3/17/2016

Gloucester County
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MILESTONES

Task 6

Activity 6

Draft

3/17/2016

Gloucester County
FED-2017-Gloucester County-00041

MILESTONES

Task 7

Activity 7

Draft

3/17/2016

MILESTONES

Task 8

Activity 8

Draft

3/17/2016

MILESTONES

Task 9

Activity 9

Draft

Gloucester County
FED-2017-Gloucester County-00041

MILESTONES

Task 10

Activity 10

Draft

3/17/2016

Gloucester County
FED-2017-Gloucester County-00041

EVALUATION

Evaluation

Describe how the expected results will be measured.
Administrative evaluation is required for all projects.
Impact evaluation is feasible only in a limited number of projects.

Administrative (Performance) Evaluation

Requires measuring the operational efficiency of task activities as they relate to the accomplishment of established goals and objectives. In measuring actual task activities, it compares them to:

1. the baseline or pre-task levels of the same activities,
2. the targeted levels of activity established for the task and the planned use of funds.

In 2014 Gloucester County had 8 fatal accidents. Three involved were the drivers, two where passengers and the other three where pedestrians. Of these accidents the majority were on county and state roads which are traveled more often. Overall the fatalities have decreased within the state from 2011 reports.

Impact (Efficiency) Evaluation

A determination of the extent to which task operations and activities have contributed to the achievement of an objective related to crash involvement.

Providing child safety seats which include child safety seats, seat belts and booster seats, in addition to educating not only the caregiver but the child on proper procedures has, according to statistics, had an 80% lower risk of fatal injury than those not properly restrained. In addition, seats not properly installed were at a rate of 80% - 90% fatal injury to the occupants.

We feel the distribution, and proper instruction and educational materials to the parent or caregiver provide the caregivers the knowledge to provide protection to their child/children while riding in the motor vehicle.

Gloucester County
FED-2017-Gloucester County-00041

EVALUATION

Click the Browse button to add attachments to Impact (Efficiency) Evaluation

Subsequent Years

This is the last section of the proposal, but by no means the least important. We would like to know how you plan to continue your program when the grant funding phases out. This section does not apply to "one time only" grant application request, however, if you contemplate that the project will involve more than one year's financing with federal funds, please include for subsequent fiscal years the total amount estimated to be required broken down by source funding, example State, local, or federal.

Program will continue because it is a necessity to the community. Booster seats, child safety seats, and seat belts provide key tools to achieve further fatality reductions.

County budget will have to be adjusted to cover such costs involved in this program.

1st Year-Federal Funding/Local Funding

Enforcement/Education-(fed)\$15,000.00/\$0.00(local)

Commodities-(fed)\$2,000/\$0.00(local)

Total- 1st year \$15,000(\$15,000 (FED))

Breakdown- 1st year

Enforcement/Education Details-\$15,000. ((\$50.00(ot hourly rate) x 300hrs))

Commodities-\$2,000 (20x\$50 carseats & 20 x \$50 boosterseats)

Total- 1st year:\$15,000.

2nd Year-Federal /Local

Enforcement/Education Details-(fed)\$15,000/\$-0.00(local)

Total- 2nd year-\$15000(fed)\$15,000/\$ 0.00 local)

Gloucester County
FED-2017-Gloucester County-00041

ACCEPTANCE OF CONDITIONS

Acceptance of Conditions can be found by [clicking here](#).

I agree to the Terms and Conditions outlined in Acceptance of
Conditions document found above.

Draft

3/17/2016

Gloucester County
FED-2017-Gloucester County-00041

PROJECT LOCATION

- Please check this box if the project is statewide
- Please check this box if the project is countywide

County:

Municipalities:

Gloucester County

Draft

3/17/2016

Gloucester County
FED-2017-Gloucester County-00041

ENFORCEMENT/EDUCATION DETAILS

If this page is not applicable, check this box and click SAVE or SAVE/NEXT

Description	Number of Hours	Number of Staff	Hourly Rate	Federal Share	State/Local Share	Total Amount
Officer OT rate: Education Efforts school/fit	300	10	\$50.00	\$15,000		\$15,000
						\$0
						\$0
						\$0
						\$0
Totals:	300	10		\$15,000	\$0	\$15,000

Gloucester County
FED-2017-Gloucester County-00041

BUDGET SUMMARY

<u>Budget Line Item</u>	<u>Federal Share</u>	<u>State/Local Share</u>	<u>Total Amount Requested</u>
Salaries and Wages	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Enforcement/Education Details	\$15,000	\$0	\$15,000
Miscellaneous Personal Services	\$0	\$0	\$0
Contractual Services	\$0	\$0	\$0
Commodities	\$2,000	\$0	\$2,000
Other Direct Costs	\$0	\$0	\$0
Indirect Costs			\$0
Total:	\$17,000	\$0	\$17,000

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3/17/2016

Gloucester County

FED-2017-Gloucester County-00041

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Certification regarding Debarment and Suspension can be found by clicking here.

- I agree to the Terms and Conditions outlined in the Certification regarding Debarment and Suspension document found above.
-

Draft

3/17/2016

Gloucester County

FED-2017-Gloucester County-00041

FEDERAL FINANCIAL ACCOUNTABILITY AND TRANSPARENCY ACT
INFORMATION

Is your grant application for \$25,000 or more? Yes No

~~If yes, download and print the Federal Financial Accountability and Transparency Act Information Form by [clicking here](#).~~

Fill in Lines 1-8 of the form.

Fill in Line 9 if applicable (in most cases it is not).

Sign on Line 10.

When finished, scan and attach your completed form here:

NOTE: The FFATA Form is mandatory for all grants of \$25,000 or greater.

3/17/2016

SIGNATURES

Project Director Approval

~~X~~ I approve this application for submission

Name: Joan Schaubeck

Financial Director Approval

I approve this application for submission

Name:

Authorizing Official Approval

I approve this application for submission

Name:

Draft

F3

**RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS
RELATIVE TO THE APPLICATION FOR ENFORCING THE DRIVING UNDER THE
INFLUENCE SOBRIETY CHECKPOINT & SATURATION PATROLS GRANT FROM
OCTOBER 1, 2016 TO SEPTEMBER 30, 2017 IN THE AMOUNT OF \$130,000.00**

WHEREAS, the Office of the Gloucester County Prosecutor desires to submit a grant application to the State of NJ Division of Highway Traffic Safety, to obtain and expend continuation funding for Driving Under The Influence Sobriety Checkpoint & Saturation Patrol Program enforcing the sobriety checkpoints or saturation patrols; 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 municipal officers' overtime to educate the citizens of Gloucester County regarding the use of seatbelts to effectively save lives and reduce serious injuries in motor vehicle crashes; 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, Division of Highway Traffic Safety 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 \$130,000.00 from October 1, 2016 to September 30, 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 in connection with the filing of the grant application with the State of NJ Division of Highway Traffic Safety requesting grant funds from the Driving Under The Influence Sobriety Checkpoint & Saturation Patrol Fund from October 1, 2016 to September 30, 2017 for \$130,000.00; 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 of the County of Gloucester held on Wednesday, April 6, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

F3

GRANT REQUEST FORM

DATE: March 20, 2016

- 1. TYPE OF GRANT
 NEW GRANT RENEWAL
- 2. GRANT TITLE: Driving Under the Influence Sobriety Checkpoint and Saturation Patrols
- 3. GRANT TERM: FROM: 10/1/16 TO: 9/30/17
- 4. DATE APPLICATION DUE TO GRANTOR: 4/30/16
- 5. CFDA NUMBER: _____
- 6. STATE GRANT NUMBER: FED-2017-Gloucester County-00088
- 7. COUNTY DEPARTMENT: Prosecutor
- 8. DEPT. CONTRACT PERSON & PHONE NO. Det. N. Schock/384-5635
- 9. NAME OF FUNDING AGENCY: NJ Division of Highway Traffic Safety

10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): To fund municipal officers' overtime and decrease the impact of traffic services on municipal budgets by conducting DWI Sobriety Checkpoints and Saturation Patrols throughout Gloucester County. To maintain and expand DWI Sobriety Checkpoints and Patrols throughout Gloucester County. Actively combat DWI offenses and to promote public awareness.

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

12. INDIRECT COST (IC) RATE %

13. IC CHARGED TO GRANT : \$ _____

14. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	\$ <u>130,000.00</u>	
CASH MATCH	\$ _____	_____
IN-KIND MATCH	\$ _____	(Attach Documentation)

(Attached Documentation)

TOTAL PROGRAM BUDGET \$ 130,000.00

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ _____

TOTAL OTHER EXPENSES (b): \$ 130,000.00

TOTAL FRINGE (c): \$ _____

TOTAL PROGRAM COST (d): \$ 130,000.00

TOTAL GRANT FUNDING (e): \$ 130,000.00

TOTAL COUNTY FUNDING (f): \$ _____

DEPT. HEAD: 
Sean F. Dalton, Prosecutor Signature

DATE: 3/21/16

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

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

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

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

Department: Prosecutor
Grant Title: DUI Checkpoint and Saturation Patrols

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
Employee Name	Employee Title					
N/A						

\$ -	\$ -	\$ -	\$ -	\$ -
(a)	(c)			

Other Expenses	Grant Funds	County Funds	Total OE
G-02-17-248-000-20207	\$ 130,000.00		
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 #		\$ -	\$ -
	\$ 130,000.00	\$ -	\$ -
			(b)
	Grant	County	Total
Total Program Cost	\$ 130,000.00	\$ -	\$ 130,000.00
	(e)	(f)	(d)

Grant Funding History

	New	16-248	15-248	14-248	12-248
S&W, Fringe	\$ -	\$ -	\$ -	\$ -	\$ -
OE	\$ 130,000.00	\$ 130,000.00	\$ 100,000.00	\$ 24,000.00	\$ 24,000.00
	\$ 130,000.00	\$ 130,000.00	\$ 100,000.00	\$ 24,000.00	\$ 24,000.00

**DRIVING UNDER THE INFLUENCE
SOBRIETY CHECKPOINT & SATURATION PATROL
FUND APPLICATION
BUDGET NARRATIVE
10/1/16-9/30/17**

207	Overtime Reimbursement	\$130,000
	Total	<u>\$130,000</u>

**FY16 ENFORCING THE DRIVING UNDER THE INFLUENCE
SOBRIETY CHECKPOINT & SATURATION PROGRAM
C-2/LINE ITEM NARRATIVE
10/1/16-9/30/17**

SALARIES & WAGES

207 Overtime Reimbursement

To reimburse municipal police departments for overtime spent enforcing DUI
Sobriety Checkpoints and Saturation Patrols

Gloucester County
FED-2017-Gloucester County-00088

GENERAL INFORMATION

Applicant Agency Gloucester County

Project Title Gloucester County Highway Safety Taskforce DUI Checkpoint / Saturati

Federal Tax ID # 216000660

D-U-N-S Number 957362247

CCR Registered Yes No

For information regarding CCR Registration [click here](#).

Project Period

From 10/1/2016 To 9/30/2017

Final financial claim due October 31.
Project period must be within current federal fiscal year (October 1 -
September 30).

Type of Application

Initial Cont. Year 2 Year 3

Is this applicant organization non-profit? Yes No

Are you a New Jersey State Agency (e.g. Division of State Police, Department
of Community Affairs)? Yes No

3/20/2016

Gloucester County
FED-2017-Gloucester County-00088

CONTACT INFORMATION

Project Director

Prefix: Officer
First Name: Nicholas
Last Name: Schock
Title: Detective
Address 1: PO Box 623
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State: New Jersey
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Phone: 856 - 384 - 5635 ext.
Fax: 856 - 384 - 5596
E-mail: nschock@co.gloucester.nj.us

Financial Director

Prefix: Mrs.
First Name: Tracey
Last Name: Giordano
Title: Treasurer
Address 1: PO Box 337
Address 2:
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State: New Jersey
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Phone: 856 - 853 - 3353 ext.
Fax: 856 - 845 - 6234
E-mail: tgiordano@co.gloucester.nj.us

3/20/2016

CONTACT INFORMATION

Authorizing Official

Prefix: Mr.
First Name: Robert
Last Name: Damminger
Title: Freeholder Director
Address 1: PO Box 337
Address 2:
City: Woodbury
State: New Jersey
Zip: 08096
Phone: 856 - 853 - 3395 ext.
Fax: 853 - 853 - 3308
E-mail: rdamminger@co.gloucester.nj.us

Draft

3/20/2016

NARRATIVE DESCRIPTION OF PROJECT

Problem Statement

Describe in detail the specific problem you are attempting to impact or correct. Objectives must be measurable and three years of data to support the problem is required. Indicate why your current program or activity is not adequate and explain past efforts to resolve the problem. Provide supporting data, facts, or statistics which substantiate the need for the project.

See attached problem statement

Draft

NARRATIVE DESCRIPTION OF PROJECT

Click the Browse button to add Problem Statement attachments.
1309254-2017DUIckpt.Problemstatement.doc

Objectives

Describe objectives to be accomplished during the project. Objectives should be specific, clearly written, measurable, targeted to the problem identified, and time framed.

Objective

To reduce the percentage of impaired driving related fatal crashes to less than 25% of the total fatalities, and a reduction of 5% of all injury crashes and 10% of property damage crashes.

Click the Browse button to add Objectives attachments.

Tasks

Increase quantity and quality of DWI traffic enforcement countywide
Decrease impact of DUI enforcement on municipal budgets
Promote public awareness of DUI and traffic safety concerns

Activities

Conduct DWI checkpoints and saturation patrols in a coordinated effort to combat impaired driving in Gloucester County. Publicly promote and advertise the details to educate the motoring public about the dangers of drinking and driving.

DUI Checkpoint & Saturation Patrol Grant – 2016/2017

PROBLEM STATEMENT

Gloucester County encompasses an area of approximately 322 square miles. Within Gloucester County there are 403 miles of county roadway and 246 miles of state highway, not including the New Jersey Turnpike. Gloucester County has a population estimated to be approximately 290,265, which has increased by an estimated 15% since April 2000.

The ever-increasing flow of motor vehicle traffic has steadily advanced the yearly toll of motor vehicle fatalities and serious motor vehicle crashes. During the months of May through October, the traffic increase in Gloucester County is overwhelming due to the county being a major thoroughfare for vehicles streaming towards the shore communities. The vast majority of this influx arrives by private motor vehicle, operated by drivers forced to deal with the unfamiliar and congested roadways.

Decreasing the incidence of preventable motor vehicle crashes through increased police presence and enforcement is both a salutary and attainable goal. A true and lasting decline in the number of fatal and serious injury crashes can only be achieved by the driving population's large-scale voluntary compliance with traffic laws. Such voluntary compliance is a significant part of, and a direct function of, the deterrent effect of traffic related law enforcement.

To effectively police the roadways of Gloucester County and maximize the deterrent benefits of Driving Under the Influence (DUI) Sobriety Checkpoints and Saturation Patrols, a regionalized approach would be beneficial. The plan would also call for individual community DWI enforcement efforts to be linked with a county-wide plan. The goal is to attain the best possible allocation of resources and produce quantifiable results.

STATISTICAL INFORMATION

“Drunk driving is a **deadly violent** crime. As crippling as **crack**, as random as **gang violence**, and it’s **killing** more kids than both combined”

Former President, George H.W. Bush

According to data from the National Highway Traffic Safety Administration (NHTSA), in 2000 America experienced the largest percentage increase in alcohol-related traffic deaths on record. 17,380 people were killed in alcohol-related crashes – an average of one every half-hour. These deaths constituted approximately 41 percent of the 41,945 total traffic fatalities.

Since then, this number has remained alarmingly high. Over the past three years of FARS data, from 2011-2013, persons killed in a drunk driving related crash have remained steady at over 30 percent. Despite the decrease in total fatalities, the rate of instances of alcohol involvement remains unchanged. According to NHTSA’s FARS latest data, in 2013, there were 11,896 fatal crashes attributed to consumption of alcohol to some extent (<http://www-fars.nhtsa.dot.gov/Trends/TrendsAlcohol.aspx>).

In the most recent study conducted by MADD:

- Over 1.46 million drivers were arrested in 2006 for driving under the influence of alcohol or narcotics. This is an arrest rate of 1 for every 139 licensed drivers in the United States.
- In 2002, surveys estimate that Americans took over 159 million alcohol-impaired driving trips, compared with only 116 million in 1997.
- Alcohol-related crashes in the United States cost the public an estimated \$114.3 billion in 2000, including \$51.1 billion in monetary costs and an estimated \$63.2 billion in quality of life losses. People other than the drinking driver paid \$71.6 billion of the alcohol-related crash bill, which is 63 percent of the total cost of these crashes.

New Jersey had 556 fatalities during 2014. Of this total, 454 were tested for alcohol. Of those tested, 174, or 38.3%, were positive for alcohol. 2014 showed a **6% Increase** in the percentage of alcohol related fatalities compared to 2013.

Drunk Driving and Sobriety Checkpoints in the United States, according to MADD statistics:

- Driving under the influence of alcohol or other drugs was listed as the greatest highway safety problem.
 - Research has shown that highly publicized, highly visible, and frequent sobriety checkpoints reduce alcohol-involved crashes and fatalities by an average of **twenty percent**.
-

- Eighty-seven percent of Americans say they support the use of sobriety checkpoints to check for drunk drivers, and sixty-two percent would like sobriety checkpoints to be used more often.
- Support for sobriety checkpoints has increased from 79 percent in 1993 to 83 percent in 2000 to 87 percent in 2006.
- Research shows that for every dollar invested in checkpoints, communities save between \$6 and \$23 in costs from alcohol-related crashes.

Utilizing the statistical information compiled by the Gloucester County Prosecutor's Office, Crash Investigation Unit, since 2002/2003, three primary causes of Gloucester County fatalities and/or serious injury crashes were identified: 1.) driving while intoxicated; 2.) hazardous moving violations, specifically speeding, improper turning and disregard of traffic control devices; and 3.) failure to utilize seatbelts.

The following numbers reflect statistical information gathered by the Gloucester County Prosecutor's Office, Crash Investigation Unit, for county-wide motor vehicle crashes that resulted in death/serious injury to another person and possessed an involvement of alcohol/drugs:

2005

Assault by Auto

35 motor vehicle crashes 27 alcohol/drug related

Fatal

26 motor vehicle crashes 7 alcohol/drug related 28 fatalities

2006

Assault by Auto

34 motor vehicle crashes 33 alcohol/drug related 55 injuries

Fatal

37 motor vehicle crashes 12 alcohol/drug related 40 fatalities

2007

Assault by Auto

37 motor vehicle crashes 32 alcohol/drug related 54 injuries

Fatal

44 motor vehicle crashes 12 alcohol/drug related 48 fatalities

2008

Assault by Auto

47 motor vehicle crashes 36 drug/alcohol related 63 injuries

Fatal

32 motor vehicle crashes 13 drug/alcohol related 36 fatalities

2009

Assault by Auto

42 motor vehicle crashes 33 drug/alcohol related 65 injuries

Fatal

22 motor vehicle crashes 5 drug/alcohol related 22 fatalities

2010

Assault by Auto

23 motor vehicle crashes 15 drug/alcohol related 29 injuries

Fatal

19 motor vehicle crashes 6 drug/alcohol related 19 fatalities

2011

Assault by Auto

43 motor vehicle crashes 29 drug/alcohol related 52 injuries

Fatal

24 motor vehicle crashes 8 drug/alcohol related 26 fatalities

2012

Assault by Auto

46 motor vehicle crashes 30 drug/alcohol related 70 injuries

Fatal

22 motor vehicle crashes 8 drug/alcohol related 23 fatalities

2013

<u>Assault by Auto</u>		
38 motor vehicle crashes	24 drug/alcohol related	64 injuries

<u>Fatal</u>		
26 motor vehicle crashes	9 drug/alcohol related	26 fatalities

2014

<u>Assault by Auto</u>		
39 motor vehicle crashes	32 drug/alcohol related	59 injuries

<u>Fatal</u>		
30 motor vehicle crashes	9 drug/alcohol related	31 fatalities

2015

<u>Assault by Auto</u>		
29 motor vehicle crashes	23 drug/alcohol related	35 injuries

<u>Fatal</u>		
21 motor vehicle crashes	6 drug/alcohol related	23 fatalities

The Gloucester County Prosecutor's Office has established a zero tolerance policy on any motor vehicle crash involving alcohol/drugs that result in death or bodily injury. As part of this policy, all motor vehicle crashes involving alcohol/drugs are presented to the Gloucester County Grand Jury.

There were 21 fatal motor vehicle crashes in 2015 in Gloucester County, resulting in 23 fatalities. Of these 21 crashes, 6, or 28.5% were drug/alcohol related. The Gloucester County Prosecutor's Office also prosecuted 29 assault by auto criminal cases, 23 of which were drug/alcohol related. These cases resulted in 35 injuries. The number of fatal crashes decreased from 2014 to 2015, and the percentage of crashes that were alcohol related decreased from 30% to 28.5%. The number of criminal cases also decreased from 29 in 2014, to 29 in 2015.

Using data from Plan4Safety, the number of crashes involving alcohol that were not fatal or prosecutable in Gloucester County showed decreases in all areas from 2014-2015. Crashes involving just property damage decreased from 155 to 143, and crashes involving alcohol with injuries decreased from 119 to 38.

DUI ENFORCEMENT – THE USE OF DUI CHECKPOINTS & PATROLS

It has long been recognized that impaired driving is one of the most significant contributing factors in traffic fatalities and injuries. In an attempt to deter and apprehend intoxicated drivers, sobriety checkpoints and saturation patrols have become prevalent throughout the nation. High visibility, efficient enforcement and the media attention associated with these efforts have made checkpoints and patrols an effective tool in removing impaired drivers from the roadway.

Sobriety checkpoints were rarely conducted in Gloucester County prior to 2003. There are several municipal police departments that have not conducted a sobriety checkpoint in well over a decade. In 2014/2015, with the assistance of grant funds awarded by the New Jersey Division of Highway Traffic Safety, Gloucester County conducted 6 DUI Sobriety Checkpoints between November 2014 and September 2015. These checkpoints were conducted the municipalities with the highest rate of alcohol/drug related motor vehicle crashes. All checkpoints were worked by municipal police officers from the hosting departments, along with detectives from the Gloucester County Prosecutor's Office, maintaining the Gloucester County Prosecutor's Office zero-tolerance policy. A primary objective of the continued DUI Sobriety Checkpoint grant will be to facilitate the reintroduction and continued enforcement of sobriety checkpoints and saturation patrols.

Since this grant funded approach first began, the Gloucester County Prosecutor's Office, Crash Investigation Unit has issued an operational directive applicable to all sobriety checkpoint operations. All sobriety checkpoints conducted under this grant will be operated jointly between the municipal police agency involved and the Gloucester County Prosecutor's Office. Municipal officers working the checkpoint will be paid from the grant funds. The Crash Investigation Unit supervisor or the assigned supervisor will be present at each checkpoint operation. All drivers stopped at the checkpoint will be given a handout explaining the purpose of the operation.

These checkpoints received widespread publicity through media. As a result of these DUI Sobriety Checkpoints, the Gloucester County Prosecutor's Office has formulated a working relationship with many local fire departments, who provide lighting for safety at the checkpoints, as well as refreshments to the officers working the checkpoints.

The continuation of sobriety checkpoints and saturation patrols in Gloucester County will have a major impact in DUI enforcement capability countywide. Implementation of these checkpoints and saturation patrols, together with their results and arrests, will receive widespread publicity.

The results of the 2014/2015 County DUI Checkpoint & Saturation Patrol project are as follows:

DUI checkpoints were held in:

Washington Township, Mantua Township, Deptford Township, Glassboro / Rowan University

As a result of the checkpoints, 12 DWI arrests were made. In addition, there were 27 other arrests, 254 summonses issued, and 1,913 vehicles checked.

In 2014-2015, Gloucester County led a regional enforcement effort in the "Drive Sober or Get Pulled Over" DWI Holiday and Labor Day saturation patrols. The Prosecutor's Office was awarded \$45,000 for each mobilization to distribute to local PD's to conduct the enforcement. The local PD's reported their data back to the Prosecutor's Office, who was then able to upload the data for the entire county to Highway Safety. As a result, 13 departments were able to receive funding to conduct saturation patrols.

As a result of the patrols, 104 DWI arrests were made. In addition, there were 51 other arrests, and 2,174 summonses issued.

OBJECTIVES

The objectives of this project are:

- 1.) **To reduce the percentage of impaired driving related fatal crashes to less than 25% of the total fatalities, and a reduction of 5% of all injury crashes and 10% of property damage crashes.**
- 2.) **Conduct at least 7 DWI checkpoints and 4 saturation patrols** as a regular form of DUI enforcement activity within the county, by utilizing experienced police officers to perform enforcement tasks at the pay rate of \$65.00 per hour (including holiday details);
- 3.) **Coordinate "Drive Sober or Get Pulled Over" saturation patrols.** \$45,000 for each mobilization, at a pay rate of \$65.00 per hour (including holiday details).
- 4.) **To increase both quantity and quality of DUI traffic enforcement countywide;**
- 5.) **To decrease the impact of DUI enforcement costs on municipal budgets, by providing grant money to previously underserved municipalities;**
- 6.) **To promote public awareness of DUI and traffic safety concerns on a widespread basis, this to be accomplished through the "warning" aspect of the enforcement projects, the overall field visibility achieved by the effort and resulting media attention;**
- 7.) **To emphasize and elevate the status of traffic safety enforcement in the law enforcement community as a whole;**
- 8.) **Maintain cooperative working and lasting relationships between the Gloucester County Prosecutor's Office, local traffic safety bureaus and officers, the New Jersey State Police and the New Jersey Division of Highway Traffic Safety;**

- 9.) Continue to review traffic enforcement related activities through Gloucester County for the purpose of developing enforcement and community safety programs.

MILESTONES

Numerous checkpoints have been conducted in Gloucester County since 2003 to educate the motorist on the effects of alcohol on the body and the consequences of driving while intoxicated. As a result, the total number of DUI related fatal crashes has remained in the single digits, down from 13 in 2008 to 9 in 2014, and then to 6 in 2015. Through frequent, high-visibility enforcement, Gloucester County will seek to continue the reduction in alcohol-related crashes in 2016 and 2017.

EVALUATION:

This project will be administratively evaluated by the New Jersey Division of Highway Traffic Safety to determine if objectives were fully met. Included in this evaluation will be the number of individual enforcement events completed under this project, and the number of DUI violations prosecuted in those jurisdictions participating in the project.

REPORTING REQUIREMENTS

The project director will submit quarterly reports provided by the New Jersey Division of Highway Traffic Safety, which will describe the progress of this project.

NARRATIVE DESCRIPTION OF PROJECT

Objective

To conduct at least 7 DWI checkpoints and 4 Saturation Patrols as a regular form of DUI enforcement activity within the county, by utilizing experienced police officers to perform enforcement tasks at a pay rate of \$65 per hour (including holidays).

Click the Browse button to add Objectives attachments.

Tasks

Coordinate with towns to schedule the details

Activities

Conduct at least 7 DWI Checkpoints and 4 saturation patrol details.

Draft

NARRATIVE DESCRIPTION OF PROJECT

Objective

Assist in the coordination of the holiday "Drive Sober or Get Pulled Over" saturation patrol mobilization by providing funding for municipalities to conduct DWI patrols at a pay rate of \$65 per hour.

Click the Browse button to add Objectives attachments.

Tasks

Coordinate with municipalities to conduct the patrols
Report data to the Division of Highway Safety

Activities

Conduct two mobilizations (Thanksgiving-Christmas and Labor Day), funded at \$45,000 each to conduct county-wide enforcement.

DRAFT

METHODOLOGY (METHODS)

Methodology (Methods)

Describe activities and procedures which will be undertaken to achieve each objective. Fully describe what actions are necessary to help resolve the problem stated.

See attached problem statement

Draft

3/20/2016

Gloucester County
FED-2017-Gloucester County-00088

MILESTONES

Task 1

Conduct DWI Checkpoints and Saturation Patrols

Activity 1

Numerous checkpoints have been conducted in Gloucester County since 2003 to educate the motorists on the effects of alcohol on the body and the consequences of driving while intoxicated. As a result, the total number of DWI-related fatal crashes decreased from 13 in 2008 to only 5 in 2009, and then 6 in 2010. This number increased slightly in 2011 and 2012 to 8, and remained relatively steady at 9 in 2013 and 2014. In 2015, this number was reduced to 6, which was less than 30% of the total fatalities. Through frequent, high-visibility enforcement, Gloucester County will seek to reduce the number alcohol-related fatalities in 2016 and 2017 by 5% for each year.

DRAFT

3/20/2016

EVALUATION

Evaluation

Describe how the expected results will be measured.
Administrative evaluation is required for all projects.
Impact evaluation is feasible only in a limited number of projects.

Administrative (Performance) Evaluation

Requires measuring the operational efficiency of task activities as they relate to the accomplishment of established goals and objectives. In measuring actual task activities, it compares them to:

1. the baseline or pre-task levels of the same activities,
2. the targeted levels of activity established for the task and the planned use of funds.

This project will be administratively evaluated by the New Jersey Division of Highway Traffic Safety to determine if objectives were fully met.

Impact (Efficiency) Evaluation

A determination of the extent to which task operations and activities have contributed to the achievement of an objective related to crash involvement.

Included in this evaluation will be the number of individual enforcement events completed under this project, and the number of DUI violations prosecuted in those jurisdictions participating in the project.

EVALUATION

Click the Browse button to add attachments to Impact (Efficiency) Evaluation

Subsequent Years

This is the last section of the proposal, but by no means the least important. We would like to know how you plan to continue your program when the grant funding phases out. This section does not apply to "one time only" grant application request, however, if you contemplate that the project will involve more than one year's financing with federal funds, please include for subsequent fiscal years the total amount estimated to be required broken down by source funding, example State, local, or federal.

The Gloucester County Highway Safety Taskforce has promoted the effectiveness of DWI checkpoints to local municipalities. The result has been a steady increase in participation, even absent funding from the Taskforce. Towns have conducted checkpoints utilizing funds from their municipal budgets, as well as DDEF and "Drive Sober or Get Pulled Over" funding to continue to conduct DWI checkpoint activities.

DRAFT

ACCEPTANCE OF CONDITIONS

Acceptance of Conditions can be found by [clicking here](#).

I agree to the Terms and Conditions outlined in Acceptance of Conditions document found above.

Draft

PROJECT LOCATION

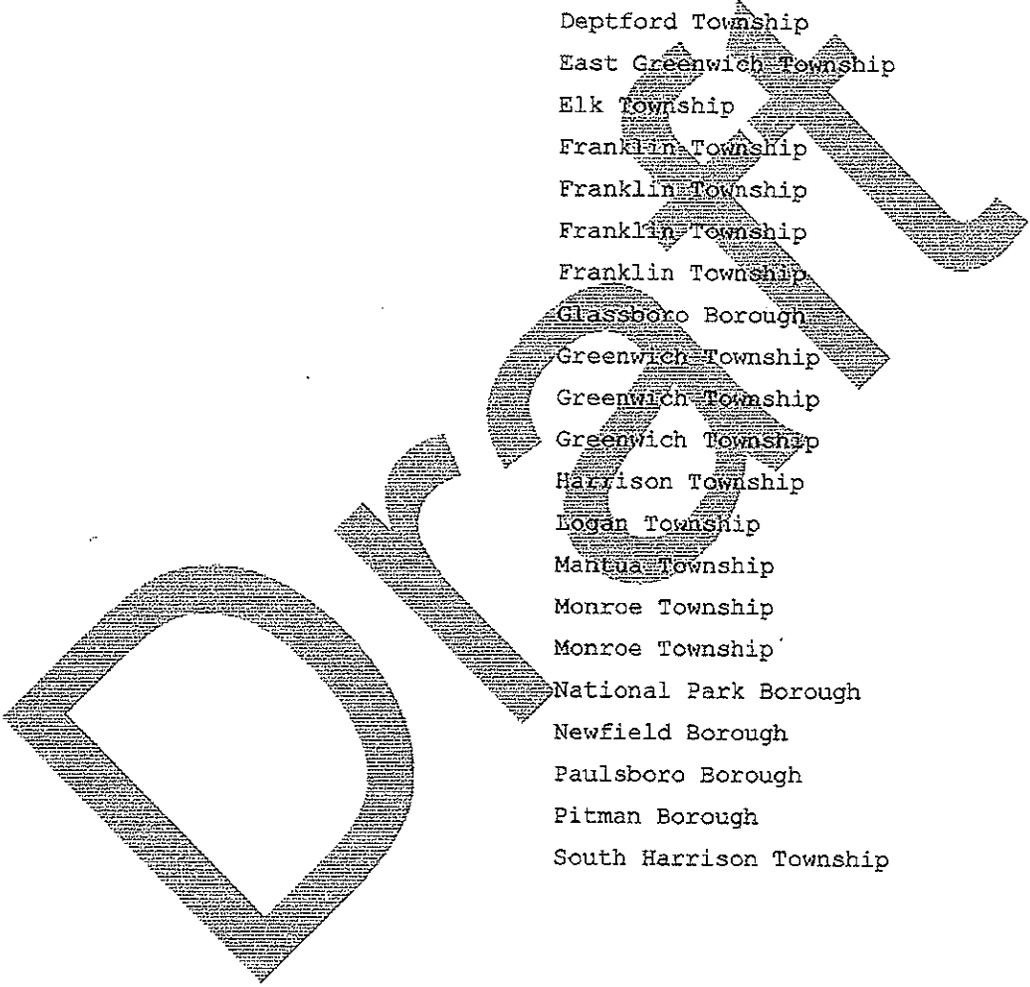
- Please check this box if the project is statewide
 Please check this box if the project is countywide

County:

Municipalities:

Gloucester County

Clayton Borough
Deptford Township
East Greenwich Township
Elk Township
Franklin Township
Franklin Township
Franklin Township
Franklin Township
Glassboro Borough
Greenwich Township
Greenwich Township
Greenwich Township
Harrison Township
Logan Township
Mantua Township
Monroe Township
Monroe Township
National Park Borough
Newfield Borough
Paulsboro Borough
Pitman Borough
South Harrison Township



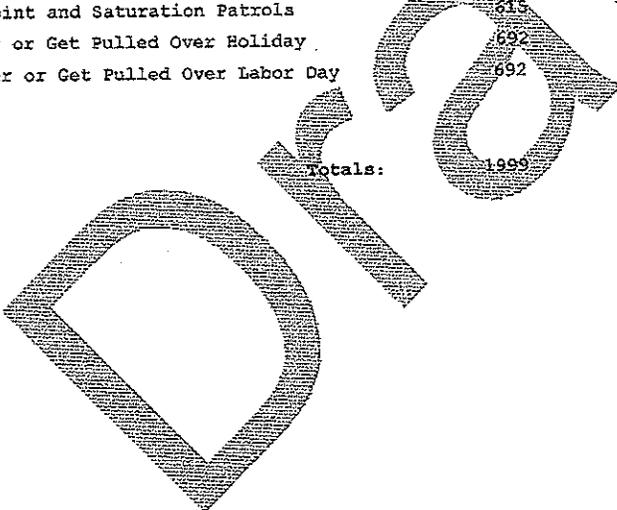
 <p>STATE OF NEW JERSEY SAGE System for Administering Grants Electronically</p>	Application: FED-2017-Gloucester County-00088 Status: Application In Process User: Carolyn Szolack Role: Agency Administrator Logout
	<p> Main Menu Actions Application Menu Related Pages </p> <p> SAVE SAVE/NEXT DELETE VIEW PDF ADD NOTE FIRST PREVIOUS NEXT LAST </p> <p>Last Modified By: Schock, Nicholas on 3/18/2016 11:16:34 AM</p> <p>LOCAL AID & LEGISLATIVE DISTRICTS</p> <p>Instructions:</p> <ul style="list-style-type: none"> To proceed to the next page you may click the NEXT button or use the Related Pages section at the top/bottom of the page. To return to the Application menu click the Application Menu link above. This form does not need to be saved as it will be populated with information once the Project Location form is saved. <p> Legislative Districts: 3, 4, 5 Local Aid Districts: District 4, Trenton Congressional Districts: </p> <p> SAVE SAVE/NEXT DELETE VIEW PDF ADD NOTE FIRST PREVIOUS NEXT LAST </p> <p>1309251</p> <p>Powered by IntelliGrants © Copyright 2000-2007 Agate Software, Inc.</p>

Gloucester County
 FED-2017-Gloucester County-00088

ENFORCEMENT/EDUCATION-DETAILS

If this page is not applicable, check this box and click SAVE or SAVE/NEXT.

Description	Number of Hours	Number of Staff	Hourly Rate	Federal Share	State/Local Share	Total Amount
DWI Checkpoint and Saturation Patrols	615	153	\$65.00	\$40,000		\$40,000
Drive Sober or Get Pulled Over Holiday	692	173	\$65.00	\$45,000		\$45,000
Driver Sober or Get Pulled Over Labor Day	692	173	\$65.00	\$45,000		\$45,000
						\$0
						\$0
Totals:	1999	499		\$130,000	\$0	\$130,000



Gloucester County
FED-2017-Gloucester County-00088

BUDGET SUMMARY

<u>Budget Line Item</u>	<u>Federal Share</u>	<u>State/Local Share</u>	<u>Total Amount Requested</u>
Salaries and Wages	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Enforcement/Education Details	\$130,000	\$0	\$130,000
Miscellaneous Personal Services	\$0	\$0	\$0
Contractual Services	\$0	\$0	\$0
Commodities	\$0	\$0	\$0
Other Direct Costs	\$0	\$0	\$0
Indirect Costs			\$0
Total:	\$130,000	\$0	\$130,000

Draft

3/20/2016

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Certification regarding Debarment and Suspension can be found by clicking here.

- I agree to the Terms and Conditions outlined in the Certification regarding Debarment and Suspension document found above.

Draft

3/20/2016

FEDERAL FINANCIAL ACCOUNTABILITY AND TRANSPARENCY ACT
INFORMATION

Is your grant application for \$25,000 or more? Yes No

If yes, download and print the Federal Financial Accountability and Transparency Act Information Form by [clicking here](#).

Fill in Lines 1-8 of the form.

Fill in Line 9 if applicable (in most cases it is not).

Sign on Line 10.

When finished, scan and attach your completed form here:

1309299-201603180927.pdf

NOTE: The FFATA Form is mandatory for all grants of \$25,000 or greater.

SIGNATURES

Project Director Approval

X I approve this application for submission
Name: Nicholas F. Schock

Financial Director Approval

I approve this application for submission
Name:

Authorizing Official Approval

I approve this application for submission
Name:

DRAFT

RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATIVE TO THE APPLICATION FOR THE COMPREHENSIVE TRAFFIC SAFETY PROGRAM (CTSP) FROM THE NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY FOR CONTINUATION GRANT FUNDING IN THE AMOUNT OF \$44,450.00 FROM OCTOBER 1, 2016 TO SEPTEMBER 30, 2017

WHEREAS, the Office of the Gloucester County Prosecutor desires to submit a grant application to the State of New Jersey Division of Highway Traffic Safety to obtain and expend continuation funding for the Comprehensive Traffic Safety Program (CTSP); and

WHEREAS, this Grant will provide for attendance at Lifesavers Conference, Institute of Police Technology Course, Special Problems in Traffic Crash Reconstruction and other professional conferences; to host and coordinate and coordinate a Crash Investigation I (Basic) & II (Advanced), Event Data Recorder Use in TCR Update and Forensic Evidence courses; purchase of media time or advertisements for public relations information including but not limited to Annual School Video contest and Public Notices for County DUI Checkpoints/Saturation patrols; and

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

WHEREAS, the Gloucester County Prosecutor's Office reviewed all data supplied or to be supplied in 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, Division of Highway Traffic Safety for the administration of grant projects; and

WHEREAS, the Gloucester County Board of Chosen Freeholders acknowledges that the total amount of grant funds to be requested is \$44,450.00 from October 1, 2016 to September 30, 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 in connection with the filing of the grant application with the State of New Jersey, Division of Highway Traffic Safety, requesting grant funds from the Comprehensive Traffic Safety Program in the amount of \$44,450.00 from October 1, 2016 to September 30, 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 of the County of Gloucester held on Wednesday, April 6, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

TOTAL PROGRAM BUDGET \$ 44,450.00

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ 0

TOTAL OTHER EXPENSES (b): \$ 44,450.00

TOTAL FRINGE (c): \$ 0

TOTAL PROGRAM COST (d): \$ 44,450.00

TOTAL GRANT FUNDING (e): \$ 44,450.00

TOTAL COUNTY FUNDING (f): \$ 0

DEPT. HEAD: 
Sean F. Dalton, Prosecutor Signature

DATE: 3/21/16

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

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

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

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

Department: Prosecutor
Grant Title: Comprehensive Traffic Safety Program

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
Employee Name	Employee Title					
N/A						
		\$ -	\$ -	\$ -	\$ -	\$ -
		(a)	(c)			

Other Expenses	Grant Funds	County Funds	Total OE
G-02-17-247-000-20205	\$ 2,000.00		
G-02-17-247-000-20217	\$ 37,450.00	\$ -	\$ 37,450.00
G-02-17-247-000-20403	\$ 500.00		\$ 500.00
G-02-17-247-000-20460	\$ 1,500.00	\$ -	\$ 1,500.00
G-02-17-247-000-20911	\$ 1,000.00	\$ -	\$ 1,000.00
G-02-17-247-000-20920	\$ 2,000.00	\$ -	\$ 2,000.00
Account Line Item #		\$ -	\$ -
Account Line Item #		\$ -	\$ -
Account Line Item #		\$ -	\$ -
Account Line Item #		\$ -	\$ -
	\$ 44,450.00	\$ -	\$ 42,450.00
			(b)
	Grant	County	Total
Total Program Cost	\$ 44,450.00	\$ -	\$ 44,450.00
	(e)	(f)	(d)

Grant Funding History

	New	16-247	15-247	14-247	13-247
S&W, Fringe	\$ -	\$ -	\$ -	\$ -	\$ -
OE	\$ 44,450.00	\$ 44,450.00	\$ 47,450.00	\$ 47,450.00	\$ 47,450.00
	\$ 44,450.00	\$ 44,450.00	\$ 47,450.00	\$ 47,450.00	\$ 47,450.00

LINE ITEM NARRATIVE
COMPREHENSIVE TRAFFIC SAFETY PROGRAM

C-2

Professional Services

205 Advertising

To purchase media time and/or advertisements for public relations information. To include but not limited to Annual School Video Contest and Public Notices for County DUI Checkpoints/Saturation Patrols.

217 Professional Services

To host and coordinate two (2) 5-day and two (2) 10-day crash investigation schools for patrol officers at the Gloucester County Police Academy. To include but not limited to Crash Investigation I (Basic), Crash Investigation II (Advanced), Event Data Recorder Use in TCR Update and Forensic Evidence courses.

920 Conferences

Attendance at various training conferences for Gloucester County Highway Safety Task Force personnel, i.e., Institute of Police Technology and Management course and Lifesavers Conference.

911 Educational Materials

To purchase pre-printed National Safety Council Defensive Driving instructional materials and instructional DVDs

Contractual Services

217 Professional Services

To pay for website hosting for the Gloucester County Safe Roads website and N.J. Safety Council Defensive Driving Course license fees.

Commodities

403 Safety Supplies

Traffic marking paint, cones, reflective vests, signs and other supplies used at or in support of DUI checkpoints.

Other Direct Cost

460 Police Supplies

Purchase of Urine & Blood Alcohol collection kits (for municipal departments/DRE's).

BUDGET NARRATIVE

COMPREHENSIVE TRAFFIC SAFETY PROGRAM

205	Advertising	\$2,000
217	Professional Services	\$37,450
403	Safety Supplies	\$500
460	Police Supplies	\$1,500
911	Educational Materials	\$1,000
920	Conferences	\$2,000
Total		\$44,450

Gloucester County
FED-2017-Gloucester County-00087

GENERAL INFORMATION

Applicant Agency Gloucester County

Project Title Gloucester County Highway Safety Taskforce Comprehensive Traffic Saf

Federal Tax ID # 216000660

D-U-N-S Number 957362247

CCR Registered Yes No

For information regarding CCR Registration [click here.](#)

Project Period

From 10/1/2016 To 9/30/2017

Final financial claim due October 31.
Project period must be within current federal fiscal year (October 1 -
September 30).

Type of Application

Initial Cont. Year 2 Year 3

Is this applicant organization non-profit? Yes No

Are you a New Jersey State Agency (e.g. Division of State Police, Department
of Community Affairs)? Yes No

3/20/2016

Gloucester County
FED-2017-Gloucester County-00087

CONTACT INFORMATION

Project Director

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Last Name: Schock
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Fax: 856 - 384 - 5596
E-mail: nschock@co.gloucester.nj.us

Financial Director

Prefix: Mrs.
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Last Name: Giordano
Title: Treasurer
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State: New Jersey
Zip: 08096
Phone: 856 - 853 - 3353 ext.
Fax: 856 - 845 - 6234
E-mail: tgiordano@co.gloucester.nj.us

3/20/2016

CONTACT INFORMATION

Authorizing Official

Prefix: Mr.
First Name: Robert
Last Name: Damminger
Title: Freeholder Director
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State: New Jersey
Zip: 08096
Phone: 856 - 853 - 3395 ext.
Fax: 856 - 853 - 3308
E-mail: rdamminger@co.gloucester.nj.us

DRAFT

NARRATIVE DESCRIPTION OF PROJECT

Problem Statement

Describe in detail the specific problem you are attempting to impact or correct. Objectives must be measurable and three years of data to support the problem is required. Indicate why your current program or activity is not adequate and explain past efforts to resolve the problem. Provide supporting data, facts, or statistics which substantiate the need for the project.

See attached problem statement

Draft

PROBLEM STATEMENT

Gloucester County is comprised of approximately 322 square miles and has a population estimated to be 290,265 residents. Gloucester County's population has increased by an estimated 15% since April 2000. Considered one of the most heavily traveled counties in New Jersey, it is comprised of 3,500 miles of local roads, 403 miles of county roadway, over 246 miles of state highway, and the New Jersey Turnpike. The highways in the county provide year-round commuting that is associated with the growing work force and tourism of the shore communities. From a state survey, it has been determined that Gloucester County is one of the fastest growing counties. Furthermore, Gloucester County is projected to have the largest population growth in the State of New Jersey by the year 2025. The roadways in Gloucester County were not built to support the current driving population.

Over past years, there was a steady increase in injuries in all areas, with the emphasis being on traffic crashes. In two consecutive years (2002 and 2003), Gloucester County had ranked second in the state for alcohol-related motor vehicle crashes that resulted in either death or injury. Decreasing the incidence of preventable accidents through increased police presence, enforcement and education is both a salutary and attainable goal. In 2003 and 2004, these numbers began to show a decline, with the number of fatal motor vehicle crashes dropping. In 2002, Gloucester County had 42 fatal motor vehicle crashes; in 2003 the number was 31 and in 2004, the number was 26. However, this number had an upward trend in the next three years, with 38 fatalities occurring on Gloucester County roadways in 2005, 40 in 2006, and 48 in 2007. In 2008, Gloucester County posted a landmark drop in fatalities in the County, having only 32 fatal crashes, and 36 fatalities. This was a 27% reduction in fatal crashes, and a 25% reduction in fatalities. Gloucester County was ranked fourth among all 21 counties in New Jersey in the total reduction of fatal crashes. In 2009, Gloucester County was able to continue this record trend, having only 22 fatal crashes and 22 fatalities. This was a decrease of 31% in fatal crashes and a 38% reduction in fatalities from 2008, also the lowest number of fatalities in the past 17 years. In 2010, Gloucester County was able to further reduce the record low number of traffic fatalities. There were 19 fatal crashes and 19 fatalities in Gloucester County in 2010. This was a reduction of 13% in both fatal crashes and fatalities from 2009. 2011 showed a 26% increase in fatal crashes, with 24 fatal crashes and 26 fatalities occurring in Gloucester County. In 2012, Gloucester County was able to start the trend back down again, reducing the number of fatal crashes to 22, and the number of fatalities to 23, an 8% reduction in fatal crashes, and an 11% reduction in fatalities. In 2013, there were 26 fatal motor vehicle crashes, with 26 fatalities, an increase in fatalities of 13%. For the year 2014, there was again another increase in fatalities in Gloucester County, with 30 fatal motor vehicle crashes and 31 fatalities. In 2015, there was a significant decrease in traffic fatalities in Gloucester County. In 2015, there were 21 fatal crashes, and 23 fatalities on Gloucester County roadways. This marks a decrease of 30% in fatal crashes, and 25.8% in fatalities. Gloucester County was able to meet, and exceed, its target goal of reducing traffic fatalities in 2015.

The need to increase awareness of the public concerns of speeding, stop sign, red light, inattentive/aggressive driving violations can be enhanced by the use of recommendations made by police, highway engineering and other professionals educating the public to participate and report information on suspected violations to local police or county highway departments.

The Gloucester County Prosecutor's Office works in cooperation with the New Jersey Division of Highway Traffic Safety to conduct public awareness campaigns and attend health, safety and educational events. It also works to incorporate the services of the Gloucester County

Highway Safety Task Force board members, highway safety professional organizations, municipal police departments, senior organizations, advocacy groups, community groups and churches. The Gloucester County Highway Safety Task Force (GCHSTF) will broaden its outreach by bringing traffic safety programs into the many diverse communities in our County. Emphasis will be placed on community-based child safety seat seminars, pedestrian safety awareness, defensive driving awareness and school-based educational presentations and demonstrations.

CRASH DATA RECORDS SYSTEM

PROBLEM STATEMENT: The need to compile fatal crash data and maintain an accurate up-to-date data base remains an important aspect to assessing traffic safety needs within Gloucester County. Studying the behaviors of the driver is one of the most important aspects of crash analysis. Determining why people act the way they do in a traffic situation and being able to predict the outcome is one of the keys to prevention. Road type, contributing circumstances and even vehicle type are all related to the causes of a motor vehicle crash, which is information to be collected and documented.

The most commonly reported contributing circumstance to fatal traffic crashes (according to New Jersey State Police Fatal Accident statistics for 2014) is “driver inattention”. The second most common is “pedestrian violation.” The reason for this is that the data is taken directly from the NJTR-1 where reporting agencies document vehicle crashes. In most cases, no information is available at the scene that would enable the officer to draw any important conclusions about the crash. In a serious crash, the victims are taken off by ambulance to the hospital and in minor crashes, this is left blank or the driver will say “I wasn’t paying attention”, or “I didn’t see them” which gets listed as driver inattention.

Ongoing maintenance of our data base will be crucial to providing our municipal police departments, agencies, and traffic safety partners with current fatal crash data for analysis of potential problem areas within the County. Specific emphasis will be placed upon identifying baseline exposure traffic crash rates for the following general areas of interest:

- Overall Traffic Crashes
- Alcohol Related Traffic Crashes
- Pedestrian Injuries and Fatalities
- Unrestrained Occupant Fatalities
- Occupant Restraint Usage

The data sources will be used to identify problem areas and to analyze the nature of the problem. Members of the subcommittee will continue to meet and develop a plan to forward the information to several organizations and local law enforcement agencies.

In 2007, there were 10,081 reported motor vehicle crashes in Gloucester County. By maintaining and identifying problem areas, and implementing countermeasures, such as targeted enforcement, sobriety checkpoints, and public awareness through media outlets, the total number of crashes in 2008 dropped to 9,978, a decrease of 103 crashes, or 1.02%. In 2009, crashes in Gloucester County increased slightly to 10,495, an increase of 5%. In 2010, crashes in Gloucester County were reduced to 10,271. Gloucester County nearly met its goal of a 2.5 percent reduction, and will continue to strive towards this success. In 2011, there were 10,357 reported crashes in Gloucester County, nearly identical to 2010. For 2012, Gloucester County

was able to meet its target goal of traffic crash reduction, having only 9,281 traffic crashes. In 2013, there were 9,420 traffic crashes, a slight increase of 1%. In 2014, Gloucester County sought a 3% reduction in the total number of crashes. There were 9,367 reported crashes in 2014, a decrease of 53 crashes, or 0.5%. In FY15, Gloucester County targeted an additional 2% reduction in the total number of crashes in the county, to approximately 9,180 crashes. There were 9,582 reported crashes in Gloucester County in 2015, an increase of 215 crashes (a 2.3% increase). In FY16, the Taskforce is seeking a 2% reduction in the number of crashes. In FY17, the Taskforce will seek to reduce this number an additional 2%, to bring the total number of crashes under 9,200.

OBJECTIVE: Continue to compile fatal crash data from 24 municipalities for statistical analysis, recognition and improvement of high-risk locations within Gloucester County. Through crash analysis, countermeasure development, investigation, and successful prosecution of violators, Gloucester County seeks to improve upon the goal of having 9,385 crashes or fewer in 2016, to less than 9,200 crashes, or 2% in 2017.

Strategy #1: Collect crash data from every municipality in Gloucester County

1. Reconcile fatal reports with the State office of Highway Safety FARS Office
2. Collection of fatal data through the Gloucester County Medical Examiner's Office
3. Collect all fatal crash data from each municipality on a yearly basis

Strategy #2: Analyze collected crash data

1. Collect traffic data with previously purchased Traffic Data Collection device
2. Promote sharing of data between municipalities for comparison and analysis
3. Supply data to Gloucester County Office of Engineering for identification of high-risk areas and improvement of safety within Gloucester County
4. Post collected data to Highway Safety Taskforce website (www.gcsaferoads.org) for public awareness and access

OCCUPANT PROTECTION

PROBLEM STATEMENT: Recently published statistics from the New Jersey Division of Highway Traffic Safety (DHTS) show the seat belt usage rate for the State rose to an all-time high of 94.51% according to a post mobilization survey conducted following the Click It or Ticket 2011 Mobilization effort. This was an increase of 0.78% from the 2010 campaign, and the 15th year in a row that the rate of usage has shown an increase. The 1998 statewide average was only 63.4%. Although New Jersey has a high seat belt use rate, the fact remains that many of the residents are not utilizing restraint systems, and are therefore, at higher risk for death or injury if involved in a collision. The usage rate for 2012 was reported at 88.29%, due to a change in the survey methodology. In 2013, the usage rate improved by over 2%, to 91% compliance. The Taskforce participated in the 2014 and 2015 Click it or Ticket campaign in an effort to further increase this number. The Taskforce was also awarded money to fund Gloucester County Police Agencies in the 2016 Click it or Ticket Mobilization.

Even though seatbelt usage has risen steadily, Gloucester County Police agencies still issued 836 summonses for seatbelt violations during the 2015 two week Click it or Ticket mobilization period. Out of 23 reporting counties, Gloucester County accounted for 3.2% of the total summonses issued in the state.

Seat belt usage is one of the most effective means of reducing traffic fatalities and serious, moderate and minor traffic injuries. The U.S. Congress created the Section 157 Innovative Grant Program in an effort to raise seat belt usage rates throughout the country. In FY 2005 - 2012, the New Jersey Division of Highway Traffic Safety utilized a large portion of its Section 157 grant funding to carry out a comprehensive seat belt programs called the "Click It or Ticket" and "Buckle Up South Jersey" Seat Belt Enforcement Mobilizations. During these enforcement campaigns, the majority of Gloucester County police departments participated in the seat belt program. The Gloucester County Highway Safety Task Force continues to promote and encourage our municipalities to participate. The Task Force consistently assists the New Jersey Division of Highway Traffic Safety with gathering participant's reporting information. In 2014, the Taskforce led a countywide effort for the Click it or Ticket mobilization. The county was awarded \$24,000 to distribute to municipalities for the campaign. This allowed for 13 departments to participate in the mobilization, far more than with conventional funding. All data was reported directly to the Taskforce, which in turn provided it to Highway Safety. For 2015, the Taskforce received increased funding for Click it or Ticket in the amount of \$40,000 to once again lead a countywide effort for this mobilization. This led to an increase of seatbelt summonses issued (629 in 2014 to 836 in 2015), and an increase of total police participation in the program. The Taskforce will participate at this same level in 2016.

According to a recent NHTSA/National Center for Statistics & Analysis survey, safety belts, when used, reduce the risk of fatal injury to front-seat passenger car occupants by 45 percent, and moderate or critical injury by 50%. The need to educate the various diverse populations throughout Gloucester County regarding child safety seat usage and safety belt use is great in the County. Our focus for 2013-2014, is to continue to reach a greater population through use of media, outreach programs and supplying trained Child Passenger Safety (CPS) seat technicians for on-site child safety seat inspections within their communities.

In a statement issued by Department of Transportation Secretary Norman Y. Mineta in April of 2006, he called highway traffic deaths a "national tragedy." According to NHTSA/ FARS Report, 32,719 persons were killed on the nation's highways in 2013, marking a decrease from

33,782 in 2012. NHTSA also reported that 45.3% of passenger vehicle occupants who died in 2013 were unbelted, and 25.2% of drivers were also unbelted. Low safety belt usage among all vehicle occupants is a concern for the Highway Safety Task Force in 2016-2017.

Data obtained utilizing the Plan4Safety program indicates that the incidents of non-use of seatbelts in injury related crashes increased from 89 from 2008 to 166 in 2009. In 2010, this number dropped to 121, and then remained relatively unchanged in 2011, with 119 crashes where injuries occurred by not using seatbelts. In 2012, the number of injury crashes where seatbelts were not used dropped to 84. This number decreased again in 2013 to 83. In 2014, the number was reported to be 69 crashes with injuries where restraints were not used, a decrease of 16.8%. The number is currently reported to be 28 injury crashes without seatbelts in 2015. The amount of fatal crashes where seatbelts were not used increased slightly from 8 in 2009 to 10 in 2011, but was also reduced in 2012 to 7. The number of unrestrained fatalities increase to 13 for 2013. For 2014, the number is currently reported as 1, and in 2015, the total number of non-restrained fatalities increased to 3. Utilizing this new resource program, the Taskforce will continue to monitor seatbelt usage as it pertains to injury and fatal crashes and seek future reductions in these numbers.

OBJECTIVE: To increase safety belt usage and child safety seat use in every municipality with in Gloucester County. Decrease the number of injuries and fatalities sustained while seatbelts were not in use to under 58 injuries (15% reduction) and 2 fatalities (33% reduction). Also target 2.0% increase in seatbelt usage following Click it or Ticket mobilization to 93.0%, under the new survey methodology.

Strategy #1: Coordinate law enforcement, education and civic communities to help raise awareness of occupant protection issues.

1. Coordinate the education and enforcement (Click it or Ticket) programs for all 24 municipalities throughout Gloucester County.
2. Provide materials and commodities for local officers to conduct classes and educational seminars at schools, community centers and senior citizen associations.
3. Advertise safety seat inspections with local and regional media when possible. Distribute needed educational materials to parents at time of the inspections (made available in English and Spanish). Purchase needed materials to aid in proper installation of child safety seats.
4. Production of videos/public service announcements, made by students from the community, promoting seat belt use, pedestrian safety and other highway traffic safety issues, as well as portraying the dangers of aggressive, drowsy, drugged, drunk and/or distracted driving.
5. Utilize a road/traffic stencil to paint messages of "Buckle Up" in various locations. The locations will include, but not be limited to:
 - a. Schools
 - b. Businesses
 - c. Churches
 - d. Municipal Police Departments
 - e. County Prosecutor's Office
6. Use training received in the Plan4Safety Program to continue to monitor seatbelt usage as it pertains to crashes with injuries and fatalities.
 - a. Also monitor Click It or Ticket mobilizations and number of summonses issued, aim for higher usage and fewer summonses issued.

IMPAIRED DRIVING EDUCATION AND PREVENTION

PROBLEM STATEMENT: DUI incidents have continued to pose an identifiable risk to Gloucester County. Municipal police departments throughout Gloucester County continue to enforce DUI laws with zero tolerance. Gloucester County police agencies charged 885 drivers with DUI in 2015.

According to a recent NJSP annual report in 2014, there were 556 fatalities in New Jersey. Of those 556, 38.3% had consumed alcohol to some extent. Nationally, in 2013, there were 32,719 fatalities, of which 36% were alcohol-related. There is 1 person killed every 30 minutes in the country, due to an alcohol-related crash. One injury occurs every minute in the country, due to an alcohol related crash. Three out of every ten Americans will be involved in an alcohol related crash at sometime during their life.

There were 21 fatal motor vehicle crashes in 2015 in Gloucester County, resulting in 23 fatalities. Of these 21 crashes, 6, or 28.5% were drug/alcohol related. The Gloucester County Prosecutor's Office also prosecuted 29 assault by auto criminal cases, 23 of which were drug/alcohol related. These cases resulted in 35 injuries. The percentage of alcohol-involved fatalities decreased from 30% in 2014 to 28.5% in 2015. Additionally, the number of assault by auto cases decreased from 39 in 2014 to 29 in 2015.

Educating our youth about the hazards of drinking and driving will be a major area of focus for 2016 - 2017. We will strengthen our alliance with the Southwest Council and continue to increase the number of in-school educational presentations. DUI enforcement and education will be an important aspect of the Gloucester County Highway Safety Task Force (GCHST). The GCHST will work along with the Southwest Council to educate students about the hazards of driving under the influence of drugs or alcohol. The Taskforce will continue to produce its annual high school video contest. The contest has high school students produce 30 second videos depicting the dangers of drinking and driving, as well as an alternate topic. Participation in this contest has risen steadily over the years that it has been done, with video submissions reaching milestone highs of 125 entries in the 2010 contest, 117 in the 2011 contest, 118 in the 2012 contest, and 119 in the 2013 contest. The 2014 was also expanded to include middle schools in addition to high schools. In 2014, there were 87 entries received. The 2015 video contest received 96 entries, and the 2016 video contest is currently underway.

The number of crashes involving alcohol that were not fatal or prosecutable in Gloucester County showed decreases in all areas from 2014-2015. Crashes involving just property damage are reported to decrease from 155 to 43, and crashes involving alcohol with injuries decreased from 119 to 38. Decreasing crashes involving alcohol has become an attainable goal and the Taskforce will seek to continue further reductions in these numbers in future years.

The number of DUI related offenses continues to be a concern in Gloucester County. The following chart will demonstrate the number of DUI related offenses that occurred in Gloucester County during 2015.

POLICE DEPARTMENT	DUI ARRESTS 2015	POLICE DEPARTMENT	DUI ARRESTS 2015
WASHINGTON TOWNSHIP	128	GLASSBORO	96
FRANKLIN TOWNSHIP	59	DEPTFORD TWP.	143
MONROE TOWNSHIP	73	WEST DEPTFORD TWP	44
EAST GREENWICH TWP.	13	WESTVILLE/ NATIONAL PARK	18
WOODBURY HEIGHTS	8	MANTUA TWP.	28
HARRISON TWP.	30	CLAYTON	19
WOODBURY	22	ELK TWP.	18
ROWAN UNIVERSITY	78	PAULSBORO	6
WOOLWICH/SWEDESBORO	32	LOGAN TWP.	23
GREENWICH TWP.	11	PITMAN	19
NEWFIELD	10	WENONAH	3
SOUTH HARRISON	4		
TOTAL	468	TOTAL	417
TOTAL FOR 2015			885

OBJECTIVE: To reduce the number of crashes involving drugs or alcohol within Gloucester County during 2015-2016 by 10%. Reduce the number of fatal crashes involving alcohol by 5%.

Strategy #1: Educate the community, by raising awareness of occupant protection issues.

1. Production of videos/public service announcements, made by students from the community, promoting seat belt use, pedestrian safety and other highway traffic safety issues, as well as portraying the dangers of distracted, aggressive, drowsy, drugged & drunk driving.
2. Use of local and regional media to air the winning video of the annual High School Video Contest, which will educate the community about the dangers of drinking and driving, as well as promote and expand the contest itself and raise awareness of the Taskforce and its goals to the public.

Strategy #2: Conduct education programs in the school systems throughout the County.

1. Purchase educational videos for use during programs at schools, seminars, community days, etc.
2. Demonstrate Fatal Vision Goggles during programs at schools, seminars, community days, etc.
3. Work with The Southwest Council to encourage the use of the Fatal Vision Goggles.
4. Advertise the Fatal Vision Program to the public for use by schools, business and industry.
5. Conduct community outreach in Gloucester County to provide education regarding driving under the influence (DUI).
6. Distribute DUI literature and educational materials in English and Spanish.

Strategy #3: Promote Project Graduation/Prom

1. Provide assistance to any requesting High School or Municipal police agency.

Strategy #4: Increase enforcement and training

1. Provide materials, literature and county equipment to be used at sobriety checkpoints.
2. Coordinate dates with local police departments to conduct DUI patrols in a "task force" concept. These operation periods are to run in concurrence with national periods of special emphasis for drugged and drunk driving.

Strategy #5: Increase law enforcement through training and DUI campaigns.

1. Promote the NJDHTS "Over the Limit, Under Arrest" campaign. Apply for grant funding to administer/assist municipal police departments with staging DUI Sobriety Checkpoints and Saturation Patrols.

PEDESTRIAN SAFETY

PROBLEM STATEMENT: The State of New Jersey has maintained a pedestrian fatality rate of around twenty-five percent, involved in accidents, over the past five years. Pedestrian fatalities remain high within Gloucester County. 5 of the 21 fatal crashes in Gloucester County in 2015 involved pedestrians/pedalcyclists, equaling 23.8% of the total fatal crashes. In addition, 4 of the 29 assault by auto cases involved pedestrians, equaling 13.8%. Reducing these numbers will be a paramount goal for the GCHST. Gloucester County saw increases in pedestrian fatalities in 2012, 2013, and 2014, after a reduction in 2011. In 2011, pedestrians accounted for 8% of the 26 fatalities. They also accounted for 11.6% of the assault by auto cases. In 2015, Gloucester County was able to reduce this number by 3%. Gloucester County has experienced a high rate of pedestrian crashes on State Highways 42, 47, Route 322 (Black Horse Pike) and in the area of Rowan University, Glassboro, New Jersey. Pedestrians have a low survival rate when struck by a vehicle so when a crash does occur, it is more times than not a tragedy.

OBJECTIVE: Reduce the number of pedestrian fatalities by 2; reduce the fatality rate by 10%. Reduce the number of overall pedestrian crashes by 5%.

Strategy #1: Gather and examine crash data involving pedestrians.

1. Gather available information from NHTSA/New Jersey FARS, as well as local police department's data.
2. Examine statistics, paying close attention to any significant patterns relative to individual fields, i.e. gender, time of day, day of week, location, alcohol or drug involvement, age, etc.
3. Study findings to establish which areas are over-represented in pedestrian fatalities and customize program to focus on those areas.

Strategy #2: Incorporate the "3-E's", Enforcement, Education and Engineering countermeasures, into our Comprehensive Traffic Safety Program.

1. Work with local police departments to establish pedestrian safety as a priority.
2. Encourage officers to enforce pedestrian laws in their communities.
3. Organize an effective educational campaign to reach the target audience, to include:
 - a. Distribution of literature on pedestrian law to both pedestrians and motorists;
 - b. Educating motorists and pedestrians as to common causes of MV/Pedestrian crashes.
4. Provide materials and commodities for local officers to conduct classes at schools, community centers and senior citizens associations.

Strategy #3: Promote safe pedestrian practices with young children.

1. Contact elementary schools about program.
2. Provide literature to interested schools.

TRAINING/EDUCATION/WORKSHOPS

PROBLEM STATEMENT: Education and training are major components of any successful program. Gloucester County has continued to stress the importance of having officers trained in Crash Investigations, Defensive Driving, Work Zone Safety, Child Passenger Safety and Drug Evaluation and Classification.

OBJECTIVE: To continue to encourage the increasing percentage of Gloucester County Officers trained in Crash Investigation, Defensive Driving, Work Zone Safety, Child Passenger Safety Technicians and Drug Evaluation and Classification. Coordinate training and educational programs for motorists, pedestrians, police officers, bicyclists, parents, children, educators, civic groups and citizens concerned with traffic safety issues.

Strategy #1: Coordinate and host, two (2) 5-day and two (2) 10-day crash investigation schools for patrol officers

1. Reserve dates at Police Academy for the following classes: Crash Investigation I (Basic Crash Investigation), Crash Investigation II (Advanced Crash Investigation), Forensic Evidence from Crash Fatalities, and Event Data Recorder use in Traffic Crash Reconstruction Update.
2. Purchase any necessary equipment and/or hire instructors

Strategy #2: Distribute educational/informational brochures.

1. Obtain brochures from highway traffic safety, NHTSA, safety organizations, AAA, etc.
2. Categorize and warehouse educational materials for distribution to local agencies, organizations and civic groups.
3. Print or reproduce informational/educational materials, upon request, as needed.

Strategy #3: Staff Training/GCHSTF

1. Allocate funding for GCHSTF personnel to attend various training conferences, seminars and workshops to enhance staff skills and knowledge in the latest traffic safety programs and technology, i.e., Lifesavers Conference, Special Problems in Traffic Crash Reconstruction, and the Symposium on DUI Enforcement.
2. Make all arrangements for attendance of conferences, seminars and workshops.

AGGRESSIVE DRIVERS

PROBLEM STATEMENT: Research in the traffic safety field has determined a trend over the past ten years of more aggressive driving behaviors in both male and female drivers. Unsafe Speed is listed as the third most common contributing circumstance to fatal motor vehicle crashes in the state for 2014. From 2014-2015, Gloucester County had a decrease of crashes where injuries and property damage resulted from unsafe speed. There were 233 crashes in Gloucester County which resulted in property damage in 2015, compared to 389 in 2014. In 2014, there were 180 crashes where unsafe speed caused injuries. In 2015, this number was reduced to 89.

PROBLEM SOLUTION: To provide support to municipalities in the implementation of their Aggressive Driving grant programs. To provide technical support to local municipalities by means of deploying our traffic data collection unit, as well as our Crash Data Retrieval (CDR) unit and Vericom Computer System to provide departments with data necessary to obtain grant funding. Instruct the National Safety Council's Defensive Driving Course for the residents of Gloucester County.

OBJECTIVE: Decrease the number of crashes involving speed and other aggressive driving factors by 5%. Assist the designated grant recipients with the implementation of their Aggressive and Defensive Driving grant programs, which are mini-grants from NJDHTS. Support of the programs will be by providing press releases and educational materials in English and Spanish.

Strategy #1: Utilize the Crash Data Retrieval (CDR) system. This device was purchased using CTSP 2005 grant funding, and has been maintained utilizing monies from subsequent grant years. The device is used to analyze driving trends, especially as it relates to speed. Using the Crash Data Retrieval System, the Gloucester County Prosecutor's Office will be able to offer assistance to municipal law enforcement agencies with the identification of crashes which involve aggressive driving tactics such as speeding or following too closely (tailgating).

Strategy #2: Deploy newly purchased Traffic Counter. This device is being purchased with FY2010 monies. Using the Traffic Collection Device, municipal law enforcement agencies and document and identify new driver trends, i.e. increases in vehicular traffic on a particular road and analyze why it is occurring.

Strategy #3: Instruct the National Safety Council's Defensive Driving Course. The taskforce will provide assistance with instruction and materials for the National Safety Council's Defensive Driving Course for the residents of Gloucester County. The Taskforce will look to host four (4) dates for residents to attend the course and receive instruction.

PERFORMANCE INDICATORS

The planning, development, implementation and coordination of all objectives will be accomplished in a timely fashion.

MILESTONES

Milestones for this project shall be identified by the ability of the Gloucester County Highway Safety Task Force to meet the objectives outlined under the respective sub-areas.

EVALUATION

Evaluation of this project will be made by representatives from the New Jersey Division of Highway Traffic Safety. It shall also be evaluated based upon the percentage of the objectives completed. Statistical trends regarding the number of fatal crashes, prosecutable crashes, and overall seatbelt usage will be monitored and evaluated by the reduction, or increase in numbers.

Reporting Requirements:

Narrative reports will be filed quarterly with the NJDHTS. A year-end report of the project's activities and accomplishments will be filed at the close of the project period. The year-end report shall also include recommendations for future GCHST projects and activities.

Financial reports will be filed in accordance with the guidelines and time frames outlined in the financial package.

NARRATIVE DESCRIPTION OF PROJECT

Click the Browse button to add Problem Statement attachments.
1309028-PROBLEMSTATEMENT-CTSP17.doc

Objectives

Describe objectives to be accomplished during the project. Objectives should be specific, clearly written, measurable, targeted to the problem identified, and time framed.

Objective

Compile crash data from all 24 municipalities. Reduce the overall number of crashes to below 9,200, or 2% in 2016-2017.

Click the Browse button to add Objectives attachments.

Tasks

See attached problem statement

Activities

See attached problem statement

DRAFT

NARRATIVE DESCRIPTION OF PROJECT

Objective

Decrease the number of injuries sustained while seatbelts were not in use by 15% and fatalities by 33%. Also target 2.0% increase in seatbelt usage following Click it or Ticket

Click the Browse button to add Objectives attachments.

Tasks

See attached problem statement

Activities

See attached problem statement

Draft

NARRATIVE DESCRIPTION OF PROJECT

Objective

Reduce the number of crashes involving drugs or alcohol within Gloucester County by 10%. Reduce the number of fatal crashes involving alcohol by 5%.

Click the Browse button to add Objectives attachments.

Tasks

See attached problem statement

Activities

See attached problem statement

Draft

NARRATIVE DESCRIPTION OF PROJECT

Objective

Reduce the number of pedestrian fatalities by 2. Reduce the fatality rate by 10%.
Reduce the overall number of pedestrian crashes by 5%.

Click the Browse button to add Objectives attachments.

Tasks

See attached problem statement

Activities

See attached problem statement

Draft

NARRATIVE DESCRIPTION OF PROJECT

Objective

Increase the percentage of officers trained in Crash Investigation

Click the Browse button to add Objectives attachments.

Tasks

See attached problem statement

Activities

See attached problem statement

Draft

NARRATIVE DESCRIPTION OF PROJECT

Objective

Decrease the number of crashes involving speed and other aggressive driving factors by 5%.

Click the Browse button to add Objectives attachments.

Tasks

See attached problem statement

Activities

See attached problem statement

Draft

METHODOLOGY (METHODS)

Methodology (Methods)

Describe activities and procedures which will be undertaken to achieve each objective. Fully describe what actions are necessary to help resolve the problem stated.

See attached problem statement.

Draft

3/20/2016

Gloucester County
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MILESTONES

Task 1

Gloucester County CTSP

Activity 1

Milestones for this project shall be identified by the ability of the Gloucester County Highway Safety Task Force to meet the objectives outlined under the respective sub-areas.

Draft

3/20/2016

EVALUATION

Evaluation

Describe how the expected results will be measured.
Administrative evaluation is required for all projects.
Impact evaluation is feasible only in a limited number of projects.

Administrative (Performance) Evaluation

Requires measuring the operational efficiency of task activities as they relate to the accomplishment of established goals and objectives. In measuring actual task activities, it compares them to:

1. the baseline or pre-task levels of the same activities,
2. the targeted levels of activity established for the task and the planned use of funds.

Evaluation of this project will be made by representatives from the New Jersey Division of Highway Traffic Safety. It shall also be evaluated based upon the percentage of the objectives completed.

Impact (Efficiency) Evaluation

A determination of the extent to which task operations and activities have contributed to the achievement of an objective related to crash involvement.

Statistical trends regarding the number of fatal crashes, prosecutable crashes, and overall seatbelt usage will be monitored and evaluated by the reduction, or increase in numbers.

EVALUATION

Click the Browse button to add attachments to Impact (Efficiency) Evaluation

Subsequent Years

This is the last section of the proposal, but by no means the least important. We would like to know how you plan to continue your program when the grant funding phases out. This section does not apply to "one time only" grant application request, however, if you contemplate that the project will involve more than one year's financing with federal funds, please include for subsequent fiscal years the total amount estimated to be required broken down by source funding, example State, local, or federal.

The Gloucester County Highway Safety Task Force has been in existence over 10 years. As recipients of the CTSP grant for those years, the Taskforce has been able to make significant strides in reducing traffic fatalities and injuries. The Taskforce does not rely solely on federal funding, and funding has decreased over the past few years. However, the Taskforce continues to conduct its programs on its own.

The Taskforce will continue to request the same approximate amount of federal funding in subsequent years, depending on the needs of the roadways of Gloucester County.

DRAFT

ACCEPTANCE OF CONDITIONS

Acceptance of Conditions can be found by [clicking here](#).

- I agree to the Terms and Conditions outlined in Acceptance of Conditions document found above.

Draft

PROJECT LOCATION

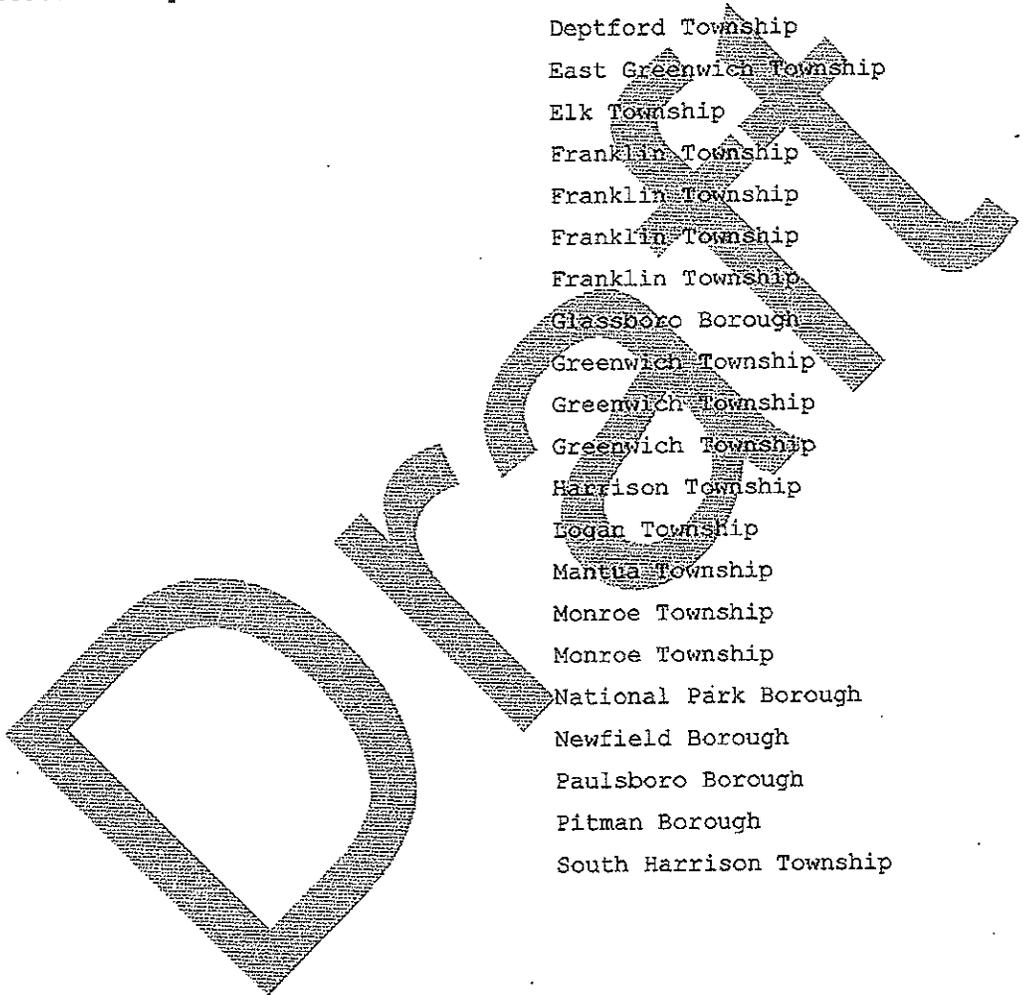
- Please check this box if the project is statewide
 Please check this box if the project is countywide

County:

Municipalities:

Gloucester County

Clayton Borough
Deptford Township
East Greenwich Township
Elk Township
Franklin Township
Franklin Township
Franklin Township
Franklin Township
Franklin Township
Glassboro Borough
Greenwich Township
Greenwich Township
Greenwich Township
Harrison Township
Logan Township
Mantua Township
Monroe Township
Monroe Township
National Park Borough
Newfield Borough
Paulsboro Borough
Pitman Borough
South Harrison Township



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MISCELLANEOUS PERSONAL SERVICES

Miscellaneous Personal Services include such items as telephone, postage, memberships, subscriptions, and costs relating to traffic safety events.

If this page is not applicable, check this box and click SAVE or SAVE/NEXT.

description	Federal Share	State/Local Share	Total Amount
Kean University - Basic Crash Investigation, Advanced Crash	\$10,000		\$10,000
IPTM - Event Data Recorder Use in RCR Update, Forensic, vid	\$26,500		\$26,500
Special Media Events - Video Contest, Notice for DWI Checkp	\$2,000		\$2,000
			\$0
			\$0
Total:	\$38,500	\$0	\$38,500

Gloucester County
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CONTRACTUAL SERVICES

Contractual services are services of individual consultants or consulting firms engaged in performing special services pertinent to highway safety, or systems development for highway safety. The DHTS must approve any contract for services before the contract is finalized. Estimates shall describe the scope of services to be performed and basis for calculating the fee to be charged in such terms as: Number of man-days of work at \$ per day, plus travel, overhead, and profit charges, etc.

If this page is not applicable, check this box and click SAVE or SAVE/NEXT.

Description	Federal Share	State/Local Share	Total Amount
www.gcsaferoads.org - website hosting fees	\$350		\$350
NJ Safety Council - DDC Video License fees	\$600		\$600
			\$0
			\$0
			\$0
Total:	\$950	\$0	\$950

Gloucester County
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COMMODITIES

Commodities are materials acquired and consumed specifically for the purpose of highway safety. Items that may be included under this heading are office supplies and other expendable materials needed during the course of normal operation of the project, including educational materials to distribute in support of traffic safety programs. Commodities exceeding 4% of the total grant amount are subject to review and approval.

If this page is not applicable, check this box and click SAVE or SAVE/NEXT.

Description	Federal Share	State/Local Share	Total Amount
			\$0
Road / Traffic Supplies	\$500		\$500
			\$0
			\$0
BDC 6/8 student workbooks and certificates	\$1,000		\$1,000
			\$0
			\$0
			\$0
			\$0
			\$0
Total:	\$1,500	\$0	\$1,500

Gloucester County
FED-2017-Gloucester County-00087

OTHER DIRECT COSTS

If this page is not applicable, check this box and click SAVE or SAVE/NEXT.

Description	Federal Share	State/Local Share	Total Amount
Urine & Blood Alcohol Kits	\$1,500		\$1,500
			\$0
			\$0
			\$0
			\$0
Total:	\$1,500	\$0	\$1,500

Gloucester County
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BUDGET SUMMARY

Budget Line Item	Federal Share	State/Local Share	Total Amount Requested
Salaries and Wages	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0
Travel	\$2,000	\$0	\$2,000
Enforcement/Education Details	\$0	\$0	\$0
Miscellaneous Personal Services	\$38,500	\$0	\$38,500
Contractual Services	\$950	\$0	\$950
Commodities	\$1,500	\$0	\$1,500
Other Direct Costs	\$1,500	\$0	\$1,500
Indirect Costs			\$0
Total:	\$44,450	\$0	\$44,450

DRAFT

3/20/2016

Gloucester County

FED-2017-Gloucester County-00087

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Certification regarding Debarment and Suspension can be found by clicking here.

- I agree to the Terms and Conditions outlined in the Certification regarding Debarment and Suspension document found above.

Draft

3/20/2016

Gloucester County

FED-2017-Gloucester County-00087

FEDERAL FINANCIAL ACCOUNTABILITY AND TRANSPARENCY ACT
INFORMATION

Is your grant application for \$25,000 or more? Yes No

If yes, download and print the Federal Financial Accountability and Transparency Act Information Form by [clicking here](#).

Fill in Lines 1-8 of the form.

Fill in Line 9 if applicable (in most cases it is not).

Sign on Line 10.

When finished, scan and attach your completed form here:

1309075-201603180927.pdf

NOTE: The FFATA Form is mandatory for all grants of \$25,000 or greater.

3/20/2016

SIGNATURES

Project Director Approval

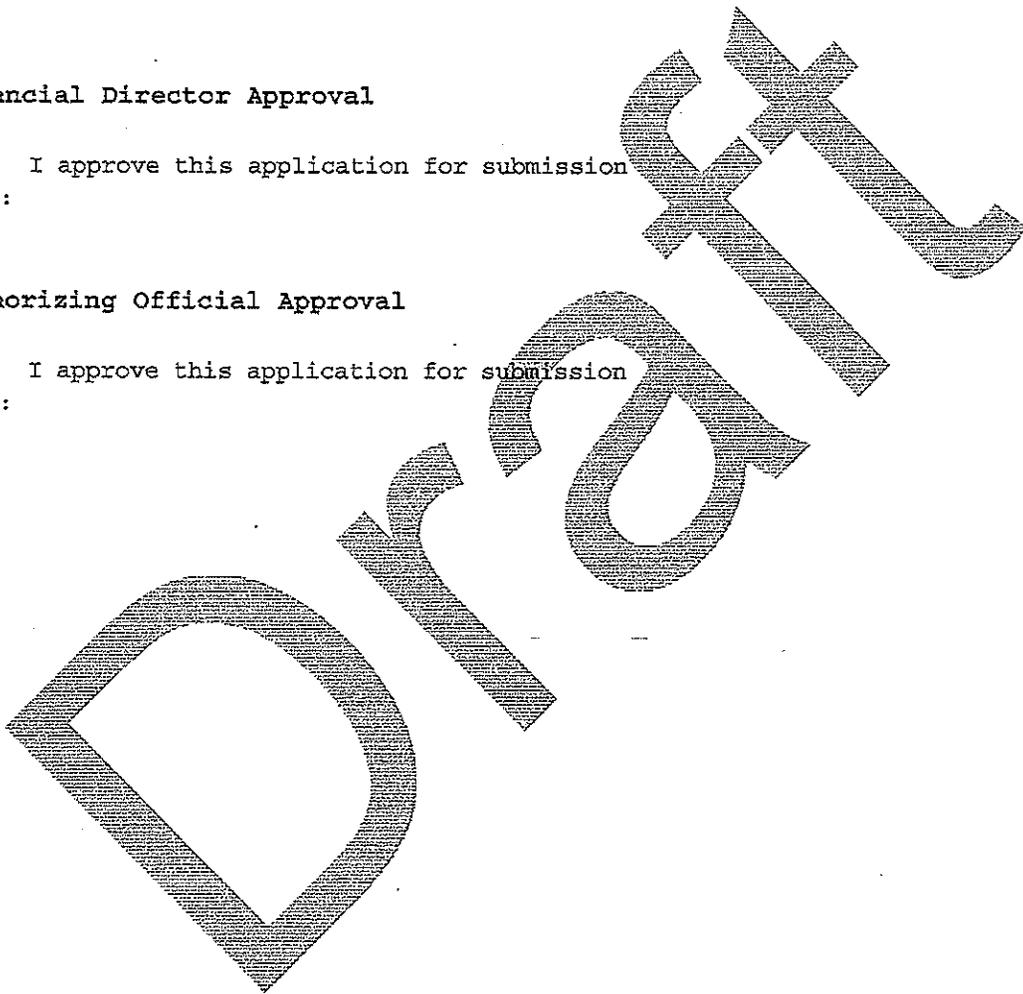
I approve this application for submission
Name: Nicholas F. Schock

Financial Director Approval

I approve this application for submission
Name:

Authorizing Official Approval

I approve this application for submission
Name:



G-1

RESOLUTION AUTHORIZING APPLICATION AND ACCEPTANCE OF THE VETERANS TRANSPORTATION GRANT FROM THE NEW JERSEY DEPARTMENT OF MILITARY & VETERANS AFFAIRS IN THE TOTAL AMOUNT OF \$30,000.00, FROM JULY 1, 2016 TO JUNE 30, 2017

WHEREAS, the County has a need for the delivery of transportation services that will provide non-emergency, curb-to-curb transportation to Veterans of Gloucester County on a fare-free, space available basis, to routine medical appointments in Gloucester County and Camden County, and for scheduled appointments primarily to the VA Hospital in Philadelphia, the VA Hospital in Elsmere, Delaware and the VA clinic in Sewell, NJ; and

WHEREAS, the Board of Chosen Freeholders seeks a grant in the total amount of \$30,000.00 from the New Jersey Department of Military and Veterans Affairs from July 1, 2016 to June 30, 2017; and

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

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

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of any and all documents relative to the application and acceptance of the Veterans Transportation Grant from the New Jersey Department of Military & Veterans Affairs to provide paratransit-type services to eligible Veterans of Gloucester County in the total amount of \$30,000.00, from July 1, 2016 to June 30, 2017.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, April 6, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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



G-1

State of New Jersey
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
POST OFFICE BOX 340
TRENTON, NEW JERSEY 08625-0340

CHRIS CHRISTIE
Governor
Commander-in-Chief

MICHAEL L. CUNNEFF
Brigadier General
The Adjutant General

4 March 2016

Mr. Anthony Wilcox
County of Gloucester
County of Gloucester Treasurer's Office
P.O. Box 337
Woodbury, NJ 08096

Dear Mr. Wilcox:

Following is the contract that is being negotiated between the NJ Department of Military & Veterans Affairs and Gloucester County, County of Gloucester Treasurer's office to provide transportation to Veterans for medical purposes or appointments at the VA regional offices. The term of the contract is one year, 1 July 2016 to 30 June 2017 with a limit of \$30,000. The enclosed documents include:

- A. Standard Provider Agreement
- B. Transportation Grant - Annex A
- C. Annex B-2: Contract Rate Information Form

Please complete the required information, sign and return all copies to me no later than June 1, 2016. If you have any questions, call me at (609) 530-6949.

Sincerely,

Patricia Richter
Chief
Veterans Benefits Bureau

New Jersey Department of Military and Veterans Affairs

Transportation Grant Annex A

AGENCY INFORMATION

Name of Agency: Gloucester County, Dept. of Human Services, Division of Transportation

Street Address: 115 Budd Blvd, P.O.Box 337 City: West Deptford, NJ

County: Gloucester ZIP: 08096

Agency Executive Director/CEO: Robert M. Damminger, Freeholder Director

Project Title: Veteran Transportation

Program Administrator (if known):

Anthony Wilcox, Acting Coordinator of Special Transportation

PROJECT INFORMATION

Number of trips to be provided @ 100% reimbursement of contract: 1,936.

Minimum number of trips to be provided @ 90% of contract 1,742 (Reimbursement will be reduced if at least 90% of the rides are not provided. Counties will be notified after this Departments Mid-Year review in February.)

FUNDING INFORMATION

Total State Funds Requested: \$ 30,000.

Total Agency Funds/In-Kind Match: \$ 0.

Total Operating Budget (Sum of State Funds Requested and Agency Funds/In-Kind Match):

\$ 30,000.

Robert M. Damminger, Freeholder Director

DATE

Attach additional sheets if needed.

1. Provide a brief narrative summary describing existing programs operated by your agency.

The Division of Transportation Services (DTS), under the Gloucester County Department of Human Services, continues to provide 3 (three) primary types of service, specifically, (1) demand responsive service to non-emergency medical transportation appointments and essential personal business, (2) subscription service to vocational-training sites and gainful employment, (3) demand response bus route service to rural residents under the FTA Section 5311 program. The three services are currently provided fare-free.

The demand response service provides transportation to senior citizens, persons with disabilities, rural residents, eligible Veterans and Title XX residents of Gloucester County. Service is provided Monday through Friday, 7:00 a.m. to 5:00 p.m. Private operators provide service on a limited basis, primarily to dialysis appointments and non-peak work-related trips. Service is provided to all areas of Gloucester County, most areas of Camden County and limited areas of Philadelphia. DTS works with Camden County to provide transportation to Philadelphia, including the VA Hospital. This coordination effort has allowed DTS to provide more rides to residents without compromising the demand for access to Philadelphia hospitals.

DTS has one (1) agency provider and one (1) private provider under contract to assist Gloucester County in the provision of demand-responsive service. The agency provider is Holcomb Bus Services, Inc., provides weekday transportation to vocational-related sites, i.e., St. John of God School and Abilities Solutions. The vocational training and gainful employment components of service are provided on a subscription basis with service primarily to non-seniors with disabilities. Those requesting vocational-training transportation are required to complete an application form. Service is currently provided to 83 residents with 10 residents on waiting list for educational/vocational requests. The private carrier primarily provides transportation services beyond normal operating hours and/or when DTS is unable to directly provide service.

The previously modified fixed route for Section 5311 rural shopping service has changed to a demand response service. Those wishing to ride the rural shopping bus need to contact the Customer Service Representatives' (CSR) telephone line @ 856-686-8350 to schedule their transportation. Shopping-related transportation is offered between the hours of 9:30 a.m. and 2:30 p.m., Monday through Wednesday, with Friday service offered one day per month, for the rural residents of Gloucester County.

DTS staff also provides information and referral services on behalf of NJ Transit fixed route service and Access Link services. Many residents utilize DTS as a clearinghouse for transportation referrals and inquiries.

County of Gloucester – Division of Transportation
AGENCY

Veterans Transportation
PROJECT TITLE

Attach additional sheets if needed.

1. List below the existing problem(s) or need(s) citing specific information or resources which document the reason for your transportation program. Provide demographic information. Report how you assessed need and what other programs or services exist in your geographic area. No rationale about the general benefits of the transportation program is necessary.

Public transportation service is extremely limited in Gloucester County. Many areas are not serviced by public transportation while other areas are offered limited service. There is no passenger rail service offered in Gloucester County. These limited public transportation options place a greater burden upon the DTS program for transportation services.

The rural areas in the southern portion and southwest portion of Gloucester County are unable to access public transportation and have no regular transportation to business center or area medical facilities. These rural residents are particularly dependent upon the private automobile, paratransit services or demand response bus service offered by DTS. A group effort led by Gloucester County Government established the newly created East to West Pureland Industrial Park shuttle bus that offers transportation to Pureland and other work locations along the route (Attachment A). The Pureland Industrial Park is home to more than 180 businesses with more than 8,500 workers. This innovative route has been established with trips costing one dollar each way and a bus that travels around the 3,000 acre Pureland complex.

Non-emergency services for Veterans in Gloucester County is not always available or is costly, despite Gloucester County offering out-of County travel to Camden County, the VA Hospital in Philadelphia, Pa. and the VA Hospital in Elsmere, Delaware..

2. Please describe in detail the type of transportation services that will be provided to eligible clients.

DTS will provide non-emergency, curb-to-curb transportation to Veterans of Gloucester County on a fare-free, space available basis to routine medical appointments in Gloucester County and Camden County. The VA Clinic in Sewell, NJ, is popular with Gloucester County Veterans and DTS continues to experience ridership increases. Service to the VA Hospital in Philadelphia is provided Monday through Thursday, with a drop-off at the Hospital of 10:00 a.m. and a return of 1:00 p.m. The shuttle service to Philadelphia is provided via coordination with Camden County and offers established transfer locations in both counties. Gloucester County operates the bus on Monday and Thursday with Camden County operating the bus on Tuesday and Wednesday. DTS also serves the VA Hospital in Elsmere, Delaware, for Gloucester County residents on Monday, Wednesday and Friday with a 9:00 a.m. drop-off and a 1:00 p.m. return.

County of Gloucester – Division of Transportation
AGENCY

Veterans Transportation
PROJECT TITLE

Attach additional sheets if needed.

1. Please describe in narrative the method to be used for identifying clients.

The DTS program distributes brochures to area agencies to inform residents of our services.

DTS reservationists question new clients as to their possible affiliation with the United States Armed Forces as they begin to process their information.

Based upon response from new clients, referrals are made to our local Veteran's Office.

DTS and the local Veteran's Office communicate throughout the year to assist Veterans in need of transportation.

DTS requires a DD-214 form for Veterans prior to their transportation to ensure eligibility for DTS transportation services.

Please translate the above narrative into measurable objectives, strategies, and time fra.m.es.

OBJECTIVES

STRATEGIES

TIME FRA.M.E

*1. Identify new Veterans/
Veteran groups*

*1. Work with local office,
distribute brochures
and attend Veteran group
meetings.*

*1. 07/16 – 06/17
(on-going)*

County of Gloucester – Division of Transportation
AGENCY

Veterans Transportation
PROJECT TITLE

Attach additional sheets if needed.

1. Please describe in narrative the method to be used in providing transportation services to eligible clients.

Following application approval, DTS provides non-emergency transportation to eligible Veterans. Veterans arrange transportation by contacting the DTS office in advance to reserve a ride by calling (856) 686-8350. In 1995 DTS initiated shuttle service to the VA Hospital in Philadelphia. The shuttle service is provided Monday through Thursday via inter-county coordination with Camden County. DTS also serves the VA Hospital in Elsmere, Delaware, on Monday, Wednesday and Friday for Gloucester County residents with a 9:00 a.m. drop-off and a 1:00 p.m. return.

Philadelphia VA appointments should be made at approximately 10:00 a.m. and the bus makes a return run beginning at 1:00 p.m.

Gloucester County Veterans may also call to schedule service to the VA Hospital in Elsmere, Delaware, on Monday, Wednesday and Friday. The same telephone number is used and service is scheduled to arrive at 9:00 a.m. with a return of 1:00 p.m.

Veterans may call to schedule service to the VA Medical Clinic in Sewell, NJ, on any weekday.

Clients are requested to contact the DTS office at (856) 686-8359 the day before to confirm their scheduled appointment.

Please translate the above narrative into measurable objectives, strategies, and time frames.

OBJECTIVES

STRATEGIES

TIME FRAME

1. *Rideshare client to maximize cost efficiency.*

1. *Refine & further promote shuttle service for Veterans*

1. *07/16 – 06-17 (on-going)*

2. *Continue communication with local VA office and Veteran's groups to increase service levels.*

County of Gloucester – Division of Transportation
AGENCY

Veterans Transportation
PROJECT TITLE

Attach additional sheets if needed.

1. Please describe in narrative the method by which the program will be internally evaluated (i.e. measurement of Program Goals, consumer surveys, etc.).

Division of Transportation Services (DTS) utilizes a variety of methods for internal evaluation. A great deal of input is received from client and driver feedback. These communication lines allow DTS to maintain the effectiveness of service, quality of service (on-time, comfort) and service safety. DTS also distributes passenger surveys on an annual basis to learn more about the quality of services.

A new Ecolane routing & scheduling system includes a GPS 42" screen within the Dispatch Office monitoring DTS vehicles during their workday schedule. DTS drivers are also able to view updated messages from the Dispatch Office and are responsible for entering client trip information on their assigned tablet. Various reports are generated from the daily travel of DTS drivers.

DTS staff makes presentation to interested groups, distributes passenger surveys and holds an annual public hearing.

DTS management routinely performs on-board observations of drivers and their service to passengers.

Please translate the above narrative into measurable objectives, strategies, and time frames.

OBJECTIVES

STRATEGIES

TIME FRAME

1. Obtain passenger comments.

1. Distribute and review passenger surveys.

1. 07/16 – 06/17
(on-going)

Enhance service efficiency responsiveness.

Review driver records and client feedback.

County of Gloucester – Division of Transportation
AGENCY

Veterans Transportation
PROJECT TITLE

I, Robert M. Damminger, as the Executive Director/CEO of County of Gloucester assure that the Transportation Service will meet the following program requirements:

I. LEVEL OF SERVICE

- A. The agency must submit, along with the Monthly Program Report, appropriate documentation which provides information relative to the services delivered. This information must include a detailed log report of the individuals served, scheduled trip dates, origin, destination, and trip calculation (number of one-way trips).
- B. Clients in need of transportation will be on a first come, first serve basis.

II. PROGRAM GOALS

A. Program Goal #1

- 1. Method for Identifying Client – Clients shall be eligible for transportation service if all of the following conditions are met:
 - a. Client must be a Veteran having served a minimum of 90 days of active military service other than for training in the armed forces of the United States and having received a discharge other than dishonorable; or if the active military service was less than 90 days, client must have received a medical discharge;
 - b. Veterans status is determined by review of the DD 214 form or by contacting the Department’s Veterans Service District Offices.
 - c. Any individual serving as an aide to the Veteran.

2. Ineligible Services

- a. In-county services for the elderly and handicapped population will not be supported through this program. It is the responsibility of the County’s Special Transportation for the elderly and handicapped to provide this service.

Exception: Counties that have VA Hospitals/Clinics located within their county, will be reimbursed for trips made to those facilities.

3. Transportation will be provided for the following services:

- a. VA facilities, i.e., hospitals, outpatient clinics, regional offices; to include State VSO Offices.
- b. Other medical services (e.g., hospital, clinics, private doctors);
- c. Exclusions: community services; employment/job training; pharmacies and all other facilities and services not listed in a & b above.

B. Program Goal #2

It is expected that most of the scheduled trips will be provided beyond county, and in some instances, state lines (e.g. VA Hospital, Regional Offices).

C. Program Goal #3

The agency will conduct two consumer surveys to measure client satisfaction with the service, noting strengths and weaknesses. This survey shall take place at six months and twelve months after the beginning of the contract. A report detailing the results of these surveys will be sent to the Division of Veterans Services within one month of the conclusion of each survey.

III. MONITORING BY THE DIVISION OF VETERANS SERVICES

The agency will provide that appropriate staff be available when staff from the Department of Military and Veterans Affairs conducts site visits to monitor contract compliance.

IV. REPORTING

- A. Program Evaluation – See Section II, C Program Goals #3.
- B. Monthly Expenditure Reports – shall be submitted by the 15th of each month for prior month activities. A State of New Jersey Payment Voucher (Vendor Invoice) shall also be submitted for approval by the Department of Military and Veterans Affairs.
- C. Monthly Program Reports – shall be submitted by the 15th of each month for the prior month's activities.

Payment Vouchers, Expenditure Reports, Contracts, Correspondence and questions related to the content or amount of the award should be addressed to:

**Patricia Richter
Department of Military and Veterans Affairs (DVS)
Eggert Crossing Road, PO Box 340
Trenton, NJ 08625-0340
(609) 530-6949
Patty.Richter@dmava.nj.gov**

NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS' AFFAIRS

PROVIDER AGREEMENT

Effective Date: July 1, 2016	Expiration Date: June 30, 2017	Contract Number: VL17T19
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Grant Amount: \$ 30,000 _____.

The terms of this Contract have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the contract as set forth in the following agreement.

To be completed by Provider

X _____
(Signature) (Date)

Robert M. Damminger _____ Director
(Type/Print Name) (Title)

Gloucester County – Division of Transportation
(Provider Agency)

To be completed by State Agency

(Signature) (Date)

(Type/Print Name) (Title)

(State Agency)

I attest that sufficient funds have been appropriated by State Legislature to cover the current state fiscal year portion of the contract.

State Agency Fiscal Officer (Date)

CONTRACT effective as of the date recorded on the signature page between the signatory State Agency and the Provider Agency identified on the signature page.

WHEREAS the New Jersey Department of Military and Veterans' Affairs (the "State Agency") has been designated under the authority of N.J.S.A. 38A:3-2 et-seq., to administer or supervise the administration of Veteran service programs and has, in turn, designated the State Agency to be directly responsible for the funding, implementation and administration of certain of such Veteran service programs, including the program(s) covered by this Contract; and,

WHEREAS the State Agency desires that the Provider Agency provide services and the Provider Agency has agreed to provide services in accordance with the terms and conditions contained in this Contract;

THEREFORE the State Agency and the Provider Agency agree as follows:

1. DEFINITIONS

For the purposes of this document, the following terms, when capitalized, shall have meanings as stated:

Annex(es) means the attachment(s) to this document containing programmatic and financial information.

Contract means this document, the Annex(es), any additional appendices or attachments (including and approved assignments, subcontract or modifications) and all supporting documents. The Contract constitutes the entire agreement between the parties.

Notice means an official written communication between the State Agency and the Provider Agency. All Notices shall be delivered in person or by certified mail, return receipt requested, and shall be directed to the persons and addresses specified for such purpose in the Annex(es) or to such other persons as either party may designate in writing.

Termination means an official cessation of this Contract, resulting either from routine expiration or from action taken by the State Agency or the provider Agency, in accordance with the provisions contained in this Contract, to nullify the Contract prior to term.

2. BASIC OBLIGATIONS OF THE STATE AGENCY

2.01 Payment. As established in the Annex(es), payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered. Such payment(s) shall be authorized by the State Agency in accordance with the time frames specified in the Annex(es). Total payments shall not exceed the maximum Contract amount, if any, specified in the Annex(es). All payments authorized by the State Agency under this Contract shall be subject to revision on the basis of an audit or audits conducted under Section **3.06 Audit** or on the basis of any State Agency monitoring or evaluation of the Contract.

2.02 Referenced Materials. Upon written request of the Provider Agency, the State Agency shall make available to the Provider Agency copies of federal and State regulations and other material specifically referenced in this document.

3. BASIC OBLIGATIONS OF THE PROVIDER AGENCY

- 3.01 Contract Services.** The Provider Agency shall provide services to eligible persons in accordance with all specifications contained in this Contract.
- 3.02 Reporting.** The Provider Agency shall submit to the State Agency programmatic and financial reports on forms provided by the State Agency. The reporting frequency and due date(s) are specified and sample forms to be used are included in the Annex(es).
- 3.03 Compliance with Laws.** The Provider Agency agrees in the performance of this Contract to comply with all applicable federal, state and local laws, rules and regulations (collectively "laws"), including but not limited to the following: state and local laws relating to licensure; federal and state laws relating to safeguarding of client information; the federal Civil Rights Act of 1964 (as amended); P.L. 1975, Chapter 127, of the state of New Jersey (N.J.S.A. 10:5-31 et seq.) and associated executive orders pertaining to affirmative action and nondiscrimination in public contracts; the federal Equal Employment Opportunity Act; Section 504 of the federal Rehabilitation Act of 1973 pertaining to nondiscrimination on the basis of handicap, and regulations thereunder. Failure to comply with the laws, rules and regulation referenced above shall be grounds to terminate this Contract.

If any provisions of this Contract shall conflict with any federal or state law(s) or shall have the effect of causing the State to be ineligible for federal financial participation in payment for Contract services, the specific Contract provision shall be considered amended or nullified to conform to such law(s). All other Contract provisions shall remain unchanged and shall continue in full force and effect.

- 3.04 State Agency Policies and Procedures.** In the administration of this Contract, the Provider Agency shall comply with all applicable policies and procedures issued by the State Agency including, but not limited to the policies and procedures contained in the Department's Contract Reimbursement Manual (as from time to time amended) and the Department's Contract Policy and Information Manual (as from time to time amended). Failure to comply with these policies and procedures shall be grounds to terminate this contract.
- 3.04 A. Equipment Policies and Procedures.** Title to all equipment purchased in whole or in part under a contract is held by the Provider Agency. The State, however, maintains an equitable interest in all such equipment. The Provider Agency shall maintain adequate insurance coverage to protect against losses and adequate maintenance procedures to keep the equipment in good condition. The Provider Agency shall be responsible for reimbursing the State for damage to equipment which exceeds normal wear and tear. When the equipment no longer becomes useful to the Provider Agency, and the State Agency has an interest in the equipment and has further need of the equipment, the Provider Agency will offer the equipment back to the State Agency. In cases where the State Agency has no further need of the equipment, selling procedures must be established which would provide for competition and result in the highest possible return. Ten percent of the total proceeds may be retained by the Provider Agency for selling and handling expenses. The Provider Agency shall comply with additional equipment policies under Section 3.04 State Agency Policies and Procedures.
- 3.05 Financial Management System.** The Provider Agency's financial management system shall provide for the following:

- A) accurate, current and complete disclosure of the financial results of this Contract and any other contract, grant, program or other activity administered by the Provider Agency;

- B) records adequately identifying the source and application of all Provider Agency funds and all funds administered by the Provider Agency. These records shall contain information pertaining to all contract and grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income;
- C) effective internal and accounting controls over all funds, property and other assets. The Provider Agency shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;
- D) comparison of actual outlays with budgeted amounts for this Contract and any other contract, grant, program or other activity administered by the Provider Agency;
- E) accounting records supported by source documentation;
- F) procedures to minimize elapsed time between any advance payment issued and the disbursement of such advance funds by the Provider Agency;
- G) procedures consistent with the provisions of any applicable State Agency policies and procedures for determining the reasonableness, allowability and allocability of the costs under this Contract.

3.06 Audit. At any time during the Contract term, the Provider Agency's overall operations, its compliance with specific Contract provisions, and the operations of any assignees or subcontractors engaged by the Provider Agency under Section 5.02 Assignment and Subcontracts may be subject to audit by the State Agency, by any other appropriate unit or agency of the State or federal government, and/or by a private firm or firms retained or approved by the State Agency for such purpose.

Whether or not such audits are conducted during the Contract term, a final financial and compliance audit of Contract operations, including the relevant operations of any assignees or subcontractors, may be conducted after contract termination. The Provider Agency is subject to audit up to four years after termination of the contract. If any audit has been begun but not completed or resolved before the end of the four year period, the Provider Agency continues to be subject to such audit until it is completed and resolved.

The State Agency may require submission of the Provider Agency's annual organization-wide audit.

Audits shall be conducted in accordance with generally accepted auditing standards as specified in the Statement on Auditing Standards issued by the American Institute of Certified Public Accountants and Standards for Audit of Governmental Organizations, Programs Activities and Functions issued by the Comptroller General of the United States.

4. Termination

4.01 Termination by Provider Agency. The Provider Agency may terminate this Contract upon 60 calendar days advance notice to the State Agency. If the contract is terminated under this section, the Provider Agency shall settle all accounts with the State Agency in the manner specified by the State Agency and shall be subject to a final audit under Section 3.06 Audit.

4.02 Termination for Cause. If the Provider Agency is not or has not been in compliance with the provision(s) of this contract, the State Agency may, by notice, place the Provider Agency in default of the contract and, in accordance with State Agency policies and procedures, may reduce contract funding or terminate the contract.

4.03 *Reduction or Termination Due to Fiscal Constraints.* Anything to the contrary in this contract notwithstanding, the parties recognize and agree that the State Agency's ability to honor the terms and conditions of this contract is contingent upon receipt of federal funds and/or appropriations of the state Legislature. If during the term of this contract, therefore, the federal and/or the state government reduces its allocation to the State Agency, the State Agency reserves the right, upon notice to the Provider Agency, to reduce or terminate the contract.

5. Miscellaneous

5.01 *Application of New Jersey Law.* This contract shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey including the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.)

5.02 *Assignment and Subcontracts.* No rights or obligations of the Provider Agency under this contract may be assigned or subcontracted without the prior approval of the State Agency. All approved assignments and subcontracts shall become part of this contract, and the Provider Agency shall bear full responsibility, without recourse to the State (including the State Agency), for their performance. The Provider Agency shall forward copies of all assignment and subcontract documents to the State Agency and shall retain copies of them on file together with the contract.

5.03 *Client Fees.* Other than as provided for in the Annex(es), the Provider Agency shall impose no fees or charges of any kind upon recipients of contract services.

5.04 *Insurance.* The Provider Agency shall maintain adequate insurance coverage. The State shall be included as an additional named insured on any insurance policy applicable to this contract. Should the Provider Agency fail to pay any premium on any insurance policy when due, the State Agency may pay the premium and, upon notice to the Provider Agency, reduce payment to the Provider Agency by the amount of the premium payment.

5.05 *Indemnification.* The Provider Agency shall defend, indemnify and otherwise save harmless the state of New Jersey, its agencies, departments, bureaus, boards, officials and employees from any and all claims or actions at law, whether for personal injury, property damage or liabilities, including the costs of defense (a) which arise from acts or omissions, whether negligent or not, of the Provider Agency or its agents, employees, servants, subcontractors, material suppliers or others working for the Provider Agency, irrespective of whether such risks are within or beyond the control of the Provider Agency, or (b) which arise from any failure to perform the Provider Agency's obligations under this contract or any improper performance.

Notwithstanding the Provider Agency's responsibilities outlined above in this section, the State reserves the right to provide its own attorney(s) to assist in the defense of any legal actions which may arise as a result of this contract.

5.06 *Statement of Non-Influence.* No person employed by the state of New Jersey has been or will be paid any fee, commission, or compensation of any kind or granted any gratuity by the Provider Agency or any representative thereof in order to influence the awarding or administration of this contract.

5.07 *Exercise of Rights.* A failure or a delay on the part of the State Agency or the Provider Agency in exercising any right, power or privilege under this contract shall not waive that right, power or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

DMAVA (REV 03/00)

STATE OF NEW JERSEY DEPARTMENT OF MILITARY & VETERANS AFFAIRS
ANNEX B – 2: CONTRACT RATE INFORMATION SUMMARY

PROVIDER Gloucester County – Division of Transportation Services DATE July 1, 2016

CONTRACT # VL17T19 THIS ANNEX B-2 SUPERSEDES THE ANNEX B-2

DATED: July 1, 2016

FEDERAL I.D. # 216000660

SECTION I: RATES

PROGRAM/SERVICE	UNIT OF SERVICE	SERVICE UNIT*	TYPE OF RATE	EFFECTIVE PERIOD	
				FROM	TO
Veterans Transportation	One-way trips	See Note*	Non-Cost related Installment Payment	7/1/16	6/30/17

Note*

Level of service at 100% 1,936 one way passenger trips shall be provided during the contract term and at least a minimum of 1,742 (90%) one way trips. Provider will be paid in twelve monthly installments of \$ 2,500.00.

Reimbursement will be reduced if we project that at least 90% of the rides will not be provided. Counties will be notified after our Mid-Year review in February, if their contracts will be reduced.

THESE RATES ARE SUBJECT TO THE CONDITIONS IN SECTION II AND III

SECTION II: CONTRACT STIPULATIONS

- A. The service capacity of the Provider Agency is _____ for the term of this contract. (Check here if not applicable:)
- B. The Provider Agency shall submit to the Department a () monthly, () quarterly, () semi-annual, () annual report certifying to the actual program expenditures consistent with the Provider's approved budget set forth in the Contract Budget. This report is due _____ days after the end of the reporting period. (Check here if periodic expenditure reporting is not applicable:)
- C. The Provider Agency shall submit to the Department a (X) monthly, () quarterly, () semi-annual, () annual report certifying to the actual unit of service delivered during the reporting period. This report is due 15 days after the end of the reporting period. (Check here if periodic level as service reporting is not applicable: _____)
- D. Other:

STATE OF NEW JERSEY DEPARTMENT OF MILITARY & VETERANS AFFAIRS
ANNEX B – 2: CONTRACT RATE INFORMATION SUMMARY

PROVIDER Gloucester County — Division of Transportation Services

DATE: July 1, 2016

CONTRACT # VL17T19

SECTION III: GENERAL

- A. **Limitations:** Use of the rate(s) contained in this Annex is subject to any statutory or administrative limitations. Acceptance of the rate(s) agreed to herein is predicated on the condition that no information furnished by the Provider Agency and used in the establishment of the rate(s) is subsequently found to be materially incomplete or inaccurate. In addition, if the rate(s) agreed to herein was/were calculated based on costs contained in the Contract Budget (Annex B), acceptance of the rate(s) is predicated on the conditions that: 1) no costs other than the Provider Agency costs were included in the Annex B as finally accepted; 2) all costs reflected in the Contract's Reimbursable Ceiling are allowable under the governing cost principles; 3) similar types of costs were accorded consistent accounting treatment.
- B. **Types of Rates:**
1. **Provisional:** A provisional rate is a temporary or interim rate and is subject to adjustment on the basis of a final rate calculated when the actual costs are reported.
 2. **Fixed:** A fixed rate is a permanent rate, not subject to adjustment, which is agreed to for a specified future period, usually a year.
- C. **Notification of State Agencies:** Copies of this document may be furnished to other state agencies as a means of notifying them of the information it contains.
- D. **Contract Amount:** \$ 30,000

SECTION IV: SIGNATURES

BY THE PROVIDER AGENCY

BY THE DIVISION

Signature

Signature

Robert M. Damminger

Name

Freeholder Director

Title

Date

Date

G-2

RESOLUTION AUTHORIZING FREEHOLDER DIRECTOR AND COUNTY COUNSEL TO ATTEST TO FEDERAL 2016 ANNUAL CERTIFICATIONS AND ASSURANCES TO RECEIVE FEDERAL TRANSIT ADMINISTRATION (FTA) ASSISTANCE APPLICABLE TO FEDERAL GRANTS ADMINISTERED BY NJ TRANSIT

WHEREAS, the Federal Transit Administration awards federal grants and cooperative agreements at its discretion and requires applicants to sign and submit an annual list of Certifications and Assurances; and

WHEREAS, the County has been provided the fiscal year 2016 Annual List of Certifications and Assurances; and

WHEREAS, these certifications must be submitted to the FTA irrespective of whether the project is financed under the authority 49 U.S.C. Chapter 53, or Title 23, United States Code, or another Federal Statute.

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

1. The Freeholder Director and County Counsel to attest to Federal 2016 Annual Certification and Assurances to receive Federal Transit Administration (FTA) Assistance applicable to Federal grants administered by NJ Transit.
2. The Freeholder Director of the Board, is hereby authorized to execute and the Clerk of the Board is authorized to attest to the execution of any and all documents necessary in order to effectuate the purposes of the within Resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester on April 6, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

62

VERIFICATION OF TITLE VI ACTIVITIES BY SUBRECIPIENT

Please read enclosed document before completing this form.

Subrecipient Name and address: County of Gloucester
Division of Transportation Services
115 Budd Blvd.
West Deptford, NJ 08096

Agency's Designated Title VI Person: Anthony Wilcox, Acting Coordinator

E-mail: awilcox@co.gloucester.nj.us

Phone #: 856-686-8362

NOTICE TO BENEFICIARIES

Have you made a change to the locations where your Notice is Published?

YES NO

If YES, where is notice published?

- Website
- Brochure/Timetable
- On-board the Vehicles
- Signs Posted at Facility/ Office
- Other

If Other, please explain.

COMPLAINTS

Has your agency received any complaints, investigations or lawsuits alleging discrimination in the delivery of transportation service in the last year?

YES NO

If YES, provide a detailed description of the allegation and the current status and/or outcome.

Has any federal entity conducted a Title VI compliance review of your agency within the last three years?

YES NO

If YES, provide the purpose/reason for the review, the name of the agency that performed the review, a summary of Findings/Recommendations, and the status and/or disposition. *Purpose of Review was to check for Title VI Compliance; reviewed by Dan Dalton of the KFH Group, 4920 Elm St., Suite 350, Bethesda, Md. 20814. Five items were found as deficiencies, listed on the attached Compliance Report Response / Remedies – Summary Document. Action taken is also noted on the report.*

Has your agency had a finding of non-compliance by any other federal agency?

YES NO

Robert M. Damming – Freeholder Director

Authorized Representative Signature

Date



March 17, 2016

Re: FTA 2016 Annual Certifications and Assurances for Federal Assistance

Dear Subrecipient:

Currently your agency receives or will receive funding and/or vehicle(s) through NJ TRANSIT from a Federal Transit Administration (FTA) grant(s). NJ TRANSIT must certify annually to the FTA that the various applicable rules and regulations are being complied with by both NJ TRANSIT and its subrecipients. To find out more information on this FTA requirement go to <https://www.federalregister.gov/articles/2014/10/31/2014-25942/federal-fiscal-year-2015-annual-list-of-certifications-and-assurances-for-federal-transit>.

The following documents must be completed and signed by your agency (FTA subrecipient) and if you contract out, your vendor:

	Agency (FTA Subrecipient)	Vendor
Annual Certifications & Assurances	X	
Annual ADA Affidavit	X	X
NJ TRANSIT Code of Ethics (MUST BE NOTARIZED)		X
FTA Disclosure of Lobbying		X
LLL Lobbying Certification		X
Title VI	X	

Please be advised that for the Annual Certifications and Assurances portion, you must:

- Complete Page 50 and include the name of your agency.
- Your agency's appropriate officer and your agency's attorney must sign page 51.
- Keep pages 1-49 for your records and **only** return pages 50 and 51.

Please be sure to retain copies for your files and mail signed **originals** to my attention by no later than **April 26, 2016**.

If you have any questions or concerns, please call me at 973-491-7456 or email me at ihernandez@njtransit.com.

Thank you for your attention in this matter.

Sincerely,

Isabel Hernandez

Regional Program Administrator
Local Programs & Minibus Support

ANNUAL AFFIDAVIT OF COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

- I, Robert M. Damminger, Freeholder Director (*Name of Individual*), executing this document on behalf of the undersigned company, partnership, corporation, or entity hereinafter referred to as "Subrecipient", presently doing business with NJ Transit, hereby warrant and affirm to NJ Transit as follows:
- The Subrecipient certifies that its transportation service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities.
- The Subrecipient shall make reasonable accommodations in policies, practices, or procedures when such accommodations are necessary to avoid discrimination on the basis of disability unless the subrecipient can demonstrate that making the accommodations would fundamentally alter the nature of the service, program, or activity or result in an undue financial and administration burden.
- The Subrecipient shall make information about how to contact the agency to make requests for reasonable modifications readily available to the public through the same means it uses to inform the public about its policies and practices.
- Accessibility features shall be repaired promptly if they are damaged or out of order. When an accessibility feature is out of order, the Subrecipient shall take reasonable steps to accommodate individuals with disabilities who would otherwise use the feature. This does not prohibit isolated or temporary interruptions in service or access due to maintenance or repairs.
- All individuals using wheelchairs shall be transported in the Subrecipient's vehicles.
- The Subrecipient is not required to permit wheelchairs to ride in places other than designated securement locations in the vehicle, where such locations exist.
- The Subrecipient shall use the securement system to secure wheelchairs as provided and ensure that the wheelchair remains within the securement area.
- The Subrecipient may require that an individual permit his or her wheelchair to be secured.
- The Subrecipient may not deny transportation to a wheelchair or its user on the ground that the device cannot be secured or restrained satisfactorily by the vehicle's securement system.
- The Subrecipient may recommend to a user of a wheelchair that the individual transfer to a vehicle seat. The Subrecipient may not require the individual to transfer.

- Where necessary or upon request, the Subrecipient's personnel shall assist individuals with disabilities with the use of securement systems, ramps and lifts. If it is necessary for the personnel to leave their seats to provide this assistance, they shall do so.
- The Subrecipient shall permit individuals with disabilities who do not use wheelchairs, including standees, to use a vehicle's lift or ramp to enter the vehicle. The Subrecipient shall permit service animals to accompany individuals with disabilities in vehicles and facilities.
- The Subrecipient shall ensure that vehicle operators and other personnel make use of accessibility-related equipment or features.
- The Subrecipient shall make available to individuals with disabilities adequate information concerning transportation services. This obligation includes making adequate communications capacity available, through accessible formats and technology, to enable users to obtain information and schedule service.
- The Subrecipient shall not prohibit an individual with a disability from traveling with a respirator or portable oxygen supply.
- The Subrecipient shall ensure that adequate time is provided to allow individuals with disabilities to complete boarding or disembarking from the vehicle.
- The Subrecipient shall ensure that personnel are trained to proficiency, as appropriate to their duties, so that they operate vehicles and equipment safely and properly assist and treat individuals with disabilities who use the service in a respectful and courteous way, with appropriate attention to the difference among individuals with disabilities.
- Any and all ADA complaints shall be reported to NJ TRANSIT:

COMPLAINTS	
Has your agency received any complaints, investigations or lawsuits alleging discrimination in the delivery of transportation service in the last year?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
If YES, provide a detailed description of the allegation and the current status and/or outcome.	
Has any federal entity conducted an ADA compliance review of your agency within the last three years?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
If YES, provide the purpose/reason for the review, the name of the agency that performed the review, a summary of Findings/Recommendations, and the status and/or disposition.	
Has your agency had a finding of non-	

compliance by any other federal agency?

YES

NO

Certification of ADA Compliant Service

This is to certify that County of Gloucester (***Name of Agency***) transportation services meet the requirements as listed above and those of 49 CFR part 37 Transportation Services for Individuals with Disabilities (ADA) as applicable.

Signature

Robert M. Damming

Print Name of Authorized Official

Freeholder Director

Title

Date

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

PREFACE

Except as the Federal Transit Administration (FTA or We) determines otherwise in writing, before FTA may award federal assistance for public transportation in the form of a federal grant, cooperative agreement, loan, line of credit, or loan guarantee, certain pre-award Certifications and Assurances are required. The Applicant must authorize a representative (Authorized Representative) to select and sign its Certifications and Assurances and bind the Applicant's compliance. You, as your Applicant's Authorized Representative, must select and sign all Certifications and Assurances that your Applicant must provide to support each application it submits to FTA for federal assistance during federal fiscal year (FY) 2016.

We request that you read each Certification and Assurance and select those that will apply to any application for which your Applicant might seek federal assistance from FTA during FY 2016. As provided by federal laws, regulations, and requirements, only if you select adequate Certifications and Assurances on your Applicant's behalf may FTA award federal assistance.

We have consolidated our Certifications and Assurances into twenty-three (23) Categories. At a minimum, you must select the Assurances in Category 01. If your Applicant requests more than \$100,000 in federal assistance, you must select the "Lobbying" Certification in Category 02, except if your Applicant is an Indian tribe, Indian organization, or an Indian tribal organization. Depending on the nature of your Applicant and the Award it seeks, you may also need to select one or more Certifications and Assurances in Categories 03 through 23. Instead of selecting individual Categories of Certifications and Assurances, however, you may make a single selection that will encompass all twenty-three (23) Categories of Certifications and Assurances that apply to our various programs.

FTA, your Applicant, and you, as your Applicant's Authorized Representative, understand and agree that not every provision of these twenty-three (23) Categories of Certifications and Assurances will apply to every Applicant or every Award or Project included in an Award, even if you make a single selection encompassing all twenty-three (23) Categories. Nor will every provision of each Certification or Assurance within a single Category apply if that provision does not apply to your Applicant or the Award it seeks. The type of Applicant and its application will determine which Certifications and Assurances apply.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected that apply to its Award, itself, any Subrecipient, or any other Third Party Participant in its Award, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including,

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant as necessary to assure your Applicant's compliance with the applicable Certifications and Assurances selected on its behalf.

Except as FTA determines otherwise in writing, if your Applicant is a team, consortium, joint venture, or partnership, it understands and agrees that you must identify the activities that each member will perform and the extent to which each member will be responsible for compliance with the Certifications and Assurances selected on its behalf. You also must identify each member's role in the Award, whether as a Recipient, Subrecipient, Third Party Contractor, or other Third Party Participant.

It is important that your Applicant and you also understand that these Certifications and Assurances are pre-award requirements, generally imposed by federal law or regulation, and do not include all federal requirements that may apply to it or its Award. We expect you to submit your Applicant's FY 2016 Certifications and Assurances and its applications for federal assistance in FTA's electronic award and management system, currently the Transit Award Management System (TrAMS). You must be registered in TrAMS to submit to FTA your Applicant's FY 2016 Certifications and Assurances. TrAMS contains fields for selecting among the twenty-three (23) Categories of Certifications and Assurances and a designated field for selecting all twenty-three (23) Categories of Certifications and Assurances. If FTA agrees that you are unable to submit your Applicant's FY 2016 Certifications and Assurances electronically, you must submit the Signature Pages at the end of this document, as FTA directs, marked to show the Categories of Certifications and Assurances that you are submitting.

Be aware that these Certifications and Assurances have been prepared in light of:

- *The Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015,*
- *The Moving Ahead for Progress in the 21st Century Act (MAP-21), Public Law No. 112-141, July 6, 2012, as amended by the Surface Transportation and Veterans Health Care Choice Improvement Act of 2015, Public Law No. 114-41, July 31, 2015 and other authorizing legislation to be enacted,*
- *FTA's authorizing legislation in effect in FY 2012 or a previous fiscal year, except as superseded by the FAST Act cross-cutting requirements that apply, and*
- *Appropriations Acts or Continuing Resolutions funding the U.S. Department of Transportation during Fiscal Year 2016.*

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

CATEGORY 01. REQUIRED CERTIFICATIONS AND ASSURANCES FOR EACH APPLICANT.

Before FTA may provide federal assistance for your Applicant's Award, you must select the Certifications and Assurances in Category 01 in addition to any other Certifications and Assurances that you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 01 that does not apply will not be enforced.

1.A. Certification and Assurance of Authority of the Applicant and Its Authorized Representative.

You certify and affirm that in signing these Certifications, Assurances, and Agreements, both you, as your Applicant's Authorized Representative, and your Applicant's attorney who is authorized to represent your Applicant in legal matters, may undertake the following activities on your Applicant's behalf, in compliance with applicable state, local, or Indian tribal laws, regulations, and requirements and its by-laws or internal rules:

1. Execute and file its application for federal assistance,
2. Execute and file its Certifications, Assurances, Charter Service Agreement, and School Bus Agreement, as applicable, binding its compliance,
3. Execute its Grant Agreement, Cooperative Agreement, Loan, Loan Guarantee, or Line of Credit, for which the Applicant is seeking federal assistance from FTA,
4. Comply with applicable federal laws, regulations, and requirements, and
5. Follow applicable federal guidance.

1.B. Standard Assurances.

On behalf of your Applicant, you assure that it understands and agrees to the following:

1. It will comply with all applicable federal laws, regulations, and requirements in implementing its Award.
2. It is under a continuing obligation to comply with the terms and conditions of its Grant Agreement or Cooperative Agreement with FTA for each Award, including the FTA Master Agreement and other documents incorporated by reference and made part of its Grant Agreement or Cooperative Agreement, or latest amendment thereto.
3. It recognizes that federal laws, regulations, and requirements may be amended from time to time and those amendments may affect the implementation of its Award.
4. It understands that Presidential executive orders and federal guidance, including federal policies and program guidance, may be issued concerning matters affecting it or its Award.

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

5. It agrees that the most recent federal laws, regulations, requirements, and guidance will apply to its Award, except as FTA determines otherwise in writing.
6. Except as FTA determines otherwise in writing, it agrees that requirements for FTA programs may vary depending on the fiscal year for which the federal assistance for those programs was appropriated or made available.

1.C. Intergovernmental Review Assurance.

(This assurance in this Category 01.C does not apply to an Indian tribe, an Indian organization, or an Indian tribal organization that applies for federal assistance made available under 49 U.S.C. § 5311(c)(1), which authorizes FTA's Tribal Transit Programs.)

As required by U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17, on behalf of your Applicant, you assure that it has submitted or will submit each application for federal assistance to the appropriate state and local agencies for intergovernmental review.

1.D. Nondiscrimination Assurance.

On behalf of your Applicant, you assure that:

1. It will comply with the following laws, regulations, and requirements so that no person in the United States will be denied the benefits of, or otherwise be subjected to discrimination in, any U.S. DOT or FTA assisted program or activity (particularly in the level and quality of transportation services and transportation-related benefits) on the basis of race, color, national origin, religion, sex, disability, or age including:
 - a. Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination on the basis of race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity),
 - b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d,
 - c. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, *et seq.*,
 - d. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*,
 - e. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21,
 - f. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
 - g. Any other applicable federal statutes that may be signed into law, federal regulations that may be issued, or federal requirements that may be imposed.
2. It will comply with federal guidance implementing federal nondiscrimination laws, regulations, or requirements, except as FTA determines otherwise in writing.

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

3. As required by 49 CFR § 21.7:
 - a. It will comply with 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 in the manner that:
 - (1) It implements its Award,
 - (2) It undertakes property acquisitions, and
 - (3) It operates all parts of its facilities, as well as its facilities operated in connection with its Award.
 - b. This assurance applies to its Award and to all parts of its facilities, as well as its facilities used to implement its Award.
 - c. It will promptly take the necessary actions to carry out this assurance, including the following:
 - (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA, and
 - (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request.
 - d. If it transfers U.S. DOT or FTA assisted real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:
 - (1) While the property is used for the purpose that the federal assistance is extended, or
 - (2) While the property is used for another purpose involving the provision of similar services or benefits.
 - e. The United States has a right to seek judicial enforcement of any matter arising under:
 - (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
 - (2) U.S. DOT regulations, 49 CFR part 21, or
 - (3) This assurance.
 - f. It will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with:
 - (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
 - (2) U.S. DOT regulations, 49 CFR part 21, and
 - (3) Federal transit law, 49 U.S.C. § 5332.
 - g. It will comply with applicable federal guidance issued to implement federal nondiscrimination requirements, except as FTA determines otherwise in writing.
 - h. It will extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each Third Party Participant, including any:
 - (1) Subrecipient,
 - (2) Transferee,
 - (3) Third Party Contractor or Subcontractor at any tier,
 - (4) Successor in Interest,
 - (5) Lessee, or

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

- (6) Other Participant in its Award, except FTA and the Applicant (and later, the Recipient).
- i. It will include adequate provisions to extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each third party agreement, including each:
 - (1) Subagreement at any tier,
 - (2) Property transfer agreement,
 - (3) Third party contract or subcontract at any tier,
 - (4) Lease, or
 - (5) Participation agreement.
- j. The assurances you have made on your Applicant's behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:
 - (1) Federal assistance is provided for its Award,
 - (2) Its property acquired or improved with federal assistance is used for a purpose for which the federal assistance is extended, or for a purpose involving similar services or benefits,
 - (3) It retains ownership or possession of its property acquired or improved with federal assistance provided for its Award, or
 - (4) FTA may otherwise determine in writing.
4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR § 27.9, and consistent with 49 U.S.C. § 5332, you assure that:
 - a. It will comply with the following prohibitions against discrimination on the basis of disability listed below in subsection 4.b of this Category 01.D Assurance, of which compliance is a condition of approval or extension of any FTA assistance awarded to:
 - (1) Construct any facility,
 - (2) Obtain any rolling stock or other equipment,
 - (3) Undertake studies,
 - (4) Conduct research, or
 - (5) Participate in any benefit or obtain any benefit from any FTA administered program.
 - b. In any program or activity receiving or benefiting from federal assistance that U.S. DOT administers, no qualified individual with a disability will, because of his or her disability, be:
 - (1) Excluded from participation,
 - (2) Denied benefits, or
 - (3) Otherwise subjected to discrimination.

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1.E. Suspension and Debarment Certification.

On behalf of your Applicant, you certify that:

1. It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180.
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any federal department or agency and are not presently:
 - (1) Debarred,
 - (2) Suspended,
 - (3) Proposed for debarment,
 - (4) Declared ineligible,
 - (5) Voluntarily excluded, or
 - (6) Disqualified.
 - b. Within a three-year period preceding its latest application or proposal, its management has not been convicted of or had a civil judgment rendered against any of them for:
 - (1) 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,
 - (2) Violation of any federal or state antitrust statute, or
 - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property.
 - c. It is 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 listed in the preceding subsection 2.b of this Certification.
 - d. It has not had one or more public transactions (federal, state, or local) terminated for cause or default within a three-year period preceding this Certification.
 - e. If, at a later time, it receives any information that contradicts the preceding statements of subsections 2.a – 2.d of this Category 01.E Certification, it will promptly provide that information to FTA.
 - f. It will treat each lower tier contract or subcontract under its Award as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - (1) Equals or exceeds \$25,000,
 - (2) Is for audit services, or
 - (3) Requires the consent of a federal official.

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- g. It will require that each covered lower tier contractor and subcontractor:
 - (1) Comply and facilitate compliance with the federal requirements of 2 CFR parts 180 and 1200, and
 - (2) Assure that each lower tier participant in its Award is not presently declared by any federal department or agency to be:
 - (a) Debarred from participation in any federally assisted Award,
 - (b) Suspended from participation in any federally assisted Award,
 - (c) Proposed for debarment from participation in any federally assisted Award,
 - (d) Declared ineligible to participate in any federally assisted Award,
 - (e) Voluntarily excluded from participation in any federally assisted Award, or
 - (f) Disqualified from participation in any federally assisted Award.
- 5. It will provide a written explanation if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Category 01.E Certification.

1.F. U.S. OMB Assurances in SF-424B and SF-424D.

The assurances in this Category 01.F are consistent with the U.S. OMB assurances required in the U.S. OMB SF-424B and SF-424D, and updated as necessary to reflect changes in federal laws, regulations, and requirements.

- 1. *Administrative Activities.* On behalf of your Applicant, you assure that:
 - a. For any application it submits for federal assistance, it has adequate resources to plan, manage, and complete properly the tasks to implement its Award, including:
 - (1) The legal authority to apply for federal assistance,
 - (2) The institutional capability,
 - (3) The managerial capability, and
 - (4) The financial capability (including funds sufficient to pay the non-federal share of the cost of incurred under its Award).
 - b. As required, it will give access and the right to examine materials related to its Award to the following entities or individuals, including, but not limited to:
 - (1) FTA,
 - (2) The Comptroller General of the United States, and
 - (3) The State, through an appropriate authorized representative.
 - c. It will establish a proper accounting system in accordance with generally accepted accounting standards or FTA guidance.
 - d. It will establish safeguards to prohibit employees from using their positions for a purpose that results in:
 - (1) A personal or organizational conflict of interest or personal gain, or

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

- (2) An appearance of a personal or organizational conflict of interest or personal gain.
2. *Specifics of the Award.* On behalf of your Applicant, you assure that:
 - a. It will begin and complete work within the period of performance that applies following receipt of an FTA Award.
 - b. For FTA assisted construction Awards:
 - (1) It will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications,
 - (2) It will provide and maintain competent and adequate engineering supervision at the construction site to assure that the completed work conforms to the approved plans and specifications,
 - (3) It will include a covenant to assure nondiscrimination during the useful life of the real property financed under its Award in its title to that real property,
 - (4) To the extent FTA requires, it will record the federal interest in the title to FTA assisted real property or interests in real property, and
 - (5) It will not alter the site of the FTA assisted construction or facilities without permission or instructions from FTA by:
 - (a) Disposing of the underlying real property or other interest in the site and facilities,
 - (b) Modifying the use of the underlying real property or other interest in the site and facilities, or
 - (c) Changing the terms of the underlying real property title or other interest in the site and facilities.
 - c. It will furnish progress reports and other information as FTA or the state may require.
3. *Statutory and Regulatory requirements.* On behalf of your Applicant, you assure that:
 - a. It will comply with all federal laws, regulations, and requirements relating to nondiscrimination that apply, including, but not limited to:
 - (1) The prohibitions against discrimination on the basis of race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. § 2000d.
 - (2) The prohibitions against discrimination on the basis of sex, as provided in:
 - (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 – 1683, and 1685 – 1687, and
 - (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 25.
 - (3) The prohibitions against discrimination on the basis of age in federally assisted programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 – 6107.
 - (4) The prohibitions against discrimination on the basis of disability in federally assisted programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794.

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

- (5) The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*
 - (6) The prohibitions against discrimination in the sale, rental, or financing of housing, as provided in Title VIII of the Civil Rights Act, 42 U.S.C. § 3601 *et seq.*
 - (7) The prohibitions against discrimination on the basis of drug abuse, as provided in the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 *et seq.*
 - (8) The prohibitions against discrimination on the basis of alcohol abuse, as provided in the Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. § 4541 *et seq.*
 - (9) The confidentiality requirements for records of alcohol and drug abuse patients, as provided in the Public Health Service Act, as amended, 42 U.S.C. § 290dd – 290dd-2.
 - (10) The nondiscrimination provisions of any other statute(s) that may apply to its Award.
- b. As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. § 4601 *et seq.*, and 49 U.S.C. § 5323(b), regardless of whether federal assistance has been provided for any real property acquired or improved for purposes of its Award:
- (1) It will provide for fair and equitable treatment of any displaced persons or any persons whose property is acquired or improved as a result of federally assisted programs.
 - (2) It has the necessary legal authority under state and local laws, regulations, and requirements to comply with:
 - (a) The Uniform Relocation Act. 42 U.S.C. § 4601 *et seq.*, as specified by 42 U.S.C. §§ 4630 and 4655, and
 - (b) U.S. DOT regulations, “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs,” 49 CFR part 24, specifically 49 CFR § 24.4.
 - (3) It has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
 - (a) It will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24.
 - (b) As provided by 42 U.S.C. §§ 4622, 4623, and 4624, and 49 CFR part 24, if its Award results in displacement, it will provide fair and reasonable relocation payments and assistance to:
 - 1 Displaced families or individuals, and
 - 2 Displaced corporations, associations, or partnerships.

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

- (c) As provided by 42 U.S.C. § 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such:
 - 1 Displaced families and individuals, and
 - 2 Displaced corporations, associations, or partnerships.
 - (d) As provided by 42 U.S.C. § 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals.
 - (e) It will:
 - 1 Carry out the relocation process to provide displaced persons with uniform and consistent services, and
 - 2 Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin.
 - (f) It will be guided by the real property acquisition policies of 42 U.S.C. §§ 4651 and 4652.
 - (g) It will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. §§ 4653 and 4654, understanding that FTA will provide federal assistance for its eligible costs of providing payments for those expenses, as required by 42 U.S.C. § 4631.
 - (h) It will execute the necessary implementing amendments to FTA assisted third party contracts and subagreements.
 - (i) It will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances.
 - (j) It will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, related to its Award that involves relocation or land acquisition.
 - (k) It will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions.
- c. It will comply with the Lead-Based Paint Poisoning Prevention Act, specifically 42 U.S.C. § 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures.
- d. It will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by federal assistance of:
- (1) The National Research Act, as amended, 42 U.S.C. § 289 *et seq.*, and
 - (2) U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11.
- e. It will, to the extent applicable, comply with the labor standards and protections for federally assisted Awards of:
- (1) The Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147,

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

- (2) Sections 1 and 2 of the Copeland “Anti-Kickback” Act, as amended, 18 U.S.C. § 874, and 40 U.S.C. § 3145, respectively, and
 - (3) The Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3701 *et seq.*
- f. It will comply with any applicable environmental standards prescribed to implement federal laws and executive orders, including, but not limited to:
- (a) Complying with the institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 – 4335 and following Executive Order No. 11514, as amended, 42 U.S.C. § 4321 note.
 - (2) Following the notification of violating facilities provisions of Executive Order No. 11738, 42 U.S.C. § 7606 note.
 - (3) Following the protection of wetlands provisions of Executive Order No. 11990, 42 U.S.C. § 4321 note.
 - (4) Following the evaluation of flood hazards in the floodplains provisions of Executive Order No. 11988, May 24, 1977, 42 U.S.C. § 4321 note, and Executive Order No. 13690 “Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input, January 30, 2015.
 - (5) Complying with the assurance of consistency with the approved state management program developed pursuant to the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 – 1465.
 - (6) Complying with the Conformity of Federal Actions to State (Clean Air) Implementation Plans requirements under section 176(c) of the Clean Air Act of 1970, as amended, 42 U.S.C. §§ 7401 – 7671q.
 - (7) Complying with protections for underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. § 300f – 300j-6.
 - (8) Complying with the protections for endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 – 1544.
 - (9) Complying with the environmental protections for federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, state, or local significance or any land from a historic site of national, state, or local significance to be used in a transportation Award, as required by 49 U.S.C. § 303 (also known as “Section 4f”).
 - (10) Complying with the protections for national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. §§ 1271 – 1287.
 - (11) Complying with and facilitating compliance with:
 - (a) Section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 300108,

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- (b) The Archaeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 *et seq.*, and
 - (c) Executive Order No. 11593 (identification and protection of historic properties), 54 U.S.C. § 300101.
- g. To the extent applicable, it will comply with the following federal requirements for the care, handling, and treatment of warm-blooded animals held or used for research, teaching, or other activities supported with federal assistance:
 - (1) The Animal Welfare Act, as amended, 7 U.S.C. § 2131 *et seq.*, and
 - (2) U.S. Department of Agriculture regulations, "Animal Welfare," 9 CFR subchapter A, parts 1, 2, 3, and 4.
- h. To the extent applicable, it will obtain a certificate of compliance with the seismic design and construction requirements of U.S. DOT regulations, "Seismic Safety," 49 CFR part 41, specifically 49 CFR § 41.117(d), before accepting delivery of any FTA assisted buildings.
- i. It will comply with and assure that each of its Subrecipients located in special flood hazard areas will comply with section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. § 4012a(a), by:
 - (1) Participating in the federal flood insurance program, and
 - (2) Purchasing flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- j. It will comply with:
 - (1) The Hatch Act, 5 U.S.C. §§ 1501 – 1508, 7324 – 7326, which limits the political activities of state and local agencies and their officers and employees whose primary employment activities are financed in whole or part with federal assistance, including a federal loan, grant agreement, or cooperative agreement, and
 - (2) 49 U.S.C. § 5323(l)(2) and 23 U.S.C. § 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving federal assistance appropriated or made available under 49 U.S.C. chapter 53 and 23 U.S.C. § 142(a)(2) to whom the Hatch Act does not otherwise apply.
- k. It will perform the financial and compliance audits as required by the:
 - (1) Single Audit Act Amendments of 1996, 31 U.S.C. § 7501 *et seq.*,
 - (2) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 200, and
 - (3) Most recent applicable U.S. OMB Compliance Supplement, 2 CFR part 200, appendix XI (previously known as the U.S. OMB Circular A-133 Compliance Supplement).

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- l. It will comply with all other federal laws, regulations, and requirements that apply.
- m. It will follow federal guidance governing it and its Award, except as FTA has expressly approved otherwise in writing.

CATEGORY 02. LOBBYING.

Before FTA may provide federal assistance for a grant or cooperative agreement exceeding \$100,000 or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, unless your Applicant is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 31 U.S.C. § 1352, you must select the Lobbying Certifications in Category 02 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 02 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. As required by 31 U.S.C. § 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," specifically 49 CFR 20.110:
 - a. The lobbying restrictions of this Certification apply to its requests:
 - (1) For \$100,000 or more in federal assistance for a grant or cooperative agreement, and
 - (2) For \$150,000 or more in federal assistance for a loan, line of credit, loan guarantee, or loan insurance, and
 - b. Your Certification on its behalf applies to the lobbying activities of:
 - (1) It,
 - (2) Its Principals, and
 - (3) Its Subrecipients at the first tier.
2. To the best of your knowledge and belief:
 - a. No federal appropriated funds have been or will be paid by your Applicant or on its behalf to any person to influence or attempt to influence:
 - (1) An officer or employee of any federal agency regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance, or
 - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance.
 - b. It will submit a complete OMB Standard Form LLL (Rev. 7-97), "Disclosure of Lobbying Activities," consistent with the instructions on that form, if any funds

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other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence:

- (1) An officer or employee of any federal agency regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance, or
- (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance.
- c. It will include the language of this Certification in its Award documents under a federal grant, cooperative agreement, loan, line of credit, or loan insurance including, but not limited to:
 - (1) Each third party contract,
 - (2) Each third party subcontract,
 - (3) Each subagreement, and
 - (4) Each third party agreement.
3. It understands that:
 - a. This Certification is a material representation of fact that the Federal Government relies on, and
 - b. It must submit this Certification before the Federal Government may award federal assistance for a transaction covered by 31 U.S.C. § 1352, including a:
 - (1) Federal grant or cooperative agreement, or
 - (2) Federal loan, line of credit, loan guarantee, or loan insurance.
4. It understands that any person who does not file a required Certification will incur a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 03. PROCUREMENT AND PROCUREMENT SYSTEMS.

We request that you select the Procurement and Procurement Systems Certification in Category 03 on behalf of your Applicant, especially if your Applicant is a state, local, or Indian tribal government with a certified procurement system, as provided in 2 CFR § 200.324(c)(2), incorporated by reference in 2 CFR part 1201 or former 49 CFR 18.36(g)(3)(ii).

Any provision of the Certification in Category 03 that does not apply will not be enforced.

On behalf of your Applicant, you certify that its procurements and its procurement system will comply with all federal laws, regulations, and requirements in accordance with applicable federal guidance, except as FTA has approved otherwise in writing.

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CATEGORY 04. PRIVATE SECTOR PROTECTIONS.

Before FTA may provide federal assistance for an Award that involves the acquisition of public transportation property or the operation of public transportation facilities or equipment, you must select the Private Property Protections Assurances in Category 04.A and enter into the Agreements in Category 04.B and Category 04.C on behalf of your Applicant in addition to other Certifications you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Assurances and Agreements in Category 04 that does not apply will not be enforced.

4.A. Private Property Protections.

If your Applicant is a state, local government, or Indian tribal government and seeks federal assistance from FTA to acquire the property of a private transit operator or operate public transportation in competition with or in addition to a public transportation operator, the Private Property Protections Assurances in Category 04.A apply to your Applicant, except as FTA determines otherwise in writing.

To facilitate FTA's ability to make the findings required by 49 U.S.C. § 5323(a)(1), on behalf of your Applicant, you assure that:

1. It has or will have:
 - a. Determined that the federal assistance it has requested is essential to carrying out its Program of Projects as required by 49 U.S.C. §§ 5303, 5304, and 5306,
 - b. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible, and
 - c. Paid just compensation under state or local laws to the company for any franchise or property acquired.
2. It has completed the actions described in the preceding section 1 of this Category 04.A Certification before:
 - a. It acquires the property or an interest in the property of a private provider of public transportation, or
 - b. It operates public transportation equipment or facilities:
 - (1) In competition with transportation service provided by an existing public transportation operator, or
 - (2) In addition to transportation service provided by an existing public transportation operator.

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4.B. Charter Service Agreement.

If your Applicant seeks federal assistance from FTA to acquire or operate transit facilities or equipment, the Charter Service Agreement in Category 04.B applies to your Applicant, except as FTA determines otherwise in writing.

To comply with 49 U.S.C. § 5323(d) and (g) and FTA regulations, "Charter Service," 49 CFR part 604, specifically 49 CFR § 604.4, on behalf of your Applicant, you are entering into the following Charter Service Agreement:

1. FTA's "Charter Service" regulations apply as follows:
 - a. FTA's Charter Service regulations restrict transportation by charter service using facilities and equipment acquired or improved under its Award from FTA financed with federal assistance derived from:
 - (1) Federal transit laws, 49 U.S.C. chapter 53,
 - (2) 23 U.S.C. §§ 133 or 142, or
 - (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
 - b. FTA's charter service restrictions extend to:
 - (1) Your Applicant, when it becomes a Recipient of federal assistance appropriated or made available for:
 - (a) Federal transit laws, 49 U.S.C. chapter 53,
 - (b) 23 U.S.C. §§ 133 or 142, or
 - (c) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
 - (2) Any Third Party Participant that receives federal assistance derived from:
 - (a) Federal transit laws, 49 U.S.C. chapter 53,
 - (b) 23 U.S.C. §§ 133 or 142, or
 - (c) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
 - c. A Third Party Participant includes any:
 - (1) Subrecipient at any tier,
 - (2) Lessee,
 - (3) Third Party Contractor or Subcontractor at any tier, and
 - (4) Other Third Party Participant in its Award.
 - d. You and your Applicant agree that neither it nor any governmental authority or publicly owned operator that receives federal public transportation assistance appropriated or made available for its Award will engage in charter service operations, except as permitted under:
 - (1) Federal transit laws, specifically 49 U.S.C. § 5323(d) and (g),
 - (2) FTA regulations, "Charter Service," 49 CFR part 604, to the extent consistent with 49 U.S.C. § 5323(d) and (g),
 - (3) Any other federal Charter Service regulations, or

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- (4) Federal guidance, except as FTA determines otherwise in writing.
- e. You and your Applicant agree that the latest Charter Service Agreement selected in its latest annual Certifications and Assurances is incorporated by reference in and made part of the Underlying Agreement accompanying its Award of federal assistance from FTA.
- f. You and your Applicant agree that:
 - (1) FTA may require corrective measures or impose remedies on it or any governmental authority or publicly owned operator that receives federal assistance from FTA appropriated or made available for its Award that has engaged in a pattern of violations of FTA's Charter Service regulations by:
 - (a) Conducting charter operations prohibited by federal transit laws and FTA's Charter Service regulations, or
 - (b) Otherwise violating its Charter Service Agreement selected in its latest annual Certifications and Assurances, and
 - (2) These corrective measures and remedies may include:
 - (a) Barring it or any Third Party Participant operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA,
 - (b) Withholding an amount of federal assistance as provided by Appendix D to FTA's Charter Service regulations, or
 - (c) Any other appropriate remedy that may apply.
- 2. In addition to the exceptions to the restrictions in FTA's Charter Service regulations, FTA has established the following additional exceptions to those restrictions:
 - a. FTA's Charter Service restrictions do not apply to your Applicant if it seeks federal assistance appropriated or made available under 49 U.S.C. §§ 5307 or 5311 to be used for Job Access and Reverse Commute (JARC) activities that would have been eligible for assistance under former 49 U.S.C. §§ 5316 in effect in FY 2012 or a previous fiscal year, provided that it uses that federal assistance from FTA for those program purposes only.
 - b. FTA's Charter Service restrictions do not apply to your Applicant if it seeks federal assistance appropriated or made available under 49 U.S.C. § 5310 to be used for New Freedom activities that would have been eligible for assistance under former 49 U.S.C. § 5317 in effect in FY 2012 or a previous fiscal year, provided it uses that federal assistance from FTA for those program purposes only.
 - c. An Applicant for assistance under 49 U.S.C. chapter 53 will not be determined to have violated the FTA Charter Service regulations if that Recipient provides a private intercity or charter transportation operator reasonable access to that Recipient's federally assisted public transportation facilities, including intermodal facilities, park and ride lots, and bus-only highway lanes, as provided in 49 U.S.C. § 5323(r).

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4.C. School Bus Agreement.

If your Applicant seeks federal assistance from FTA to acquire or operate transit facilities or equipment, the School Bus Agreement in Category 04.C applies to your Applicant, except as FTA determines otherwise in writing.

To comply with 49 U.S.C. § 5323(f) and (g) and FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. § 5323(f) and (g), on behalf of your Applicant, you are entering into the following School Bus Agreement:

1. FTA's "School Bus Operations" regulations restrict school bus operations using facilities and equipment acquired or improved with federal assistance derived from:
 - a. Federal transit laws, 49 U.S.C. chapter 53,
 - b. 23 U.S.C. §§ 133 or 142, or
 - c. Any other Act that provides federal public transportation assistance, unless otherwise excepted.
2. FTA's school bus operations restrictions extend to:
 - a. Your Applicant, when it becomes a Recipient of federal assistance appropriated or made available for:
 - (1) Federal transit laws, 49 U.S.C. chapter 53,
 - (2) 23 U.S.C. §§ 133 or 142, or
 - (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
 - b. Any Third Party Participant that receives federal assistance derived from:
 - (1) Federal transit laws, 49 U.S.C. chapter 53,
 - (2) 23 U.S.C. §§ 133 or 142, or
 - (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
3. A Third Party Participant includes any:
 - a. Subrecipient at any tier,
 - b. Lessee,
 - c. Third Party Contractor or Subcontractor at any tier, and
 - d. Other Third Party Participant in its Award.
4. You and your Applicant agree and will obtain the agreement of any Third Party Participant involved in your Applicant's Award that it will not engage in school bus operations in competition with private operators of school buses, except as permitted under:
 - a. Federal transit laws, specifically 49 U.S.C. § 5323(f) and (g),
 - b. FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. § 5323(f) and (g),
 - c. Any other federal School Bus regulations, or
 - d. Federal guidance, except as FTA determines otherwise in writing.

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5. You and your Applicant agree that the latest School Bus Agreement selected on its behalf in FTA's latest annual Certifications and Assurances is incorporated by reference in and made part of the Underlying Agreement accompanying its Award of federal assistance.
6. You and your Applicant agree that after it is a Recipient, if it or any Third Party Participant has violated this School Bus Agreement, FTA may:
 - a. Bar your Applicant or Third Party Participant from receiving further federal assistance for public transportation, or
 - b. Require the Applicant or Third Party Participant to take such remedial measures as FTA considers appropriate.

CATEGORY 05. ROLLING STOCK REVIEWS AND BUS TESTING.

Before FTA may provide federal assistance for an Award to acquire rolling stock for use in revenue service or to acquire a new bus model, you must select the Rolling Stock Reviews and Bus Testing Certifications in Category 05 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 05 that does not apply will not be enforced.

5.A. Rolling Stock Reviews.

If your Applicant seeks federal assistance from FTA to acquire rolling stock for use in revenue service, the Rolling Stock Reviews Certifications in Category 05.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that when procuring rolling stock for use in revenue service:

1. It will comply with:
 - a. Federal transit laws, specifically 49 U.S.C. § 5323(m), and
 - b. FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR part 663, and
2. As provided in 49 CFR § 663.7:
 - a. It will conduct or cause to be conducted the required pre-award and post-delivery reviews of that rolling stock, and
 - b. It will maintain on file the Certifications required by 49 CFR part 663, subparts B, C, and D.

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5.B. Bus Testing.

If your Applicant seeks federal assistance from FTA to acquire a new bus model, the Bus Testing Certifications in Category 05.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that:

1. FTA's bus testing requirements apply to all acquisitions of new buses and new bus models that require bus testing as defined in FTA's Bus Testing regulations, and it will comply with:
 - a. 49 U.S.C. § 5318, and
 - b. FTA regulations, "Bus Testing," 49 CFR part 665, to the extent these regulations are consistent with 49 U.S.C. § 5318.
2. As required by 49 CFR § 665.7, when acquiring the first bus of any new bus model or a bus model with a major change in components or configuration:
 - a. It will not spend any federal assistance appropriated under 49 U.S.C. chapter 53 to acquire that new bus or new bus model until:
 - (1) That new bus or new bus model has been tested at FTA's bus testing facility, and
 - (2) It has received a copy of the test report prepared for that new bus or new bus model, and
 - b. It will not authorize final acceptance of that new bus or new bus model until:
 - (1) That new bus or new bus model has been tested at FTA's bus testing facility, and
 - (2) It has received a copy of the test report prepared for that new bus or new bus model.
3. It will ensure that the new bus or new bus model that is tested has met the performance standards consistent with those regulations, including the:
 - a. Performance standards for:
 - (1) Maintainability,
 - (2) Reliability,
 - (3) Performance (including braking performance),
 - (4) Structural integrity,
 - (5) Fuel economy,
 - (6) Emissions, and
 - (7) Noise, and
 - b. Minimum safety performance standards established under 49 U.S.C. § 5329.
4. After FTA regulations authorized by 49 U.S.C. § 5318(e)(2) are in effect, it will ensure that the new bus or new bus model that is tested has received a passing aggregate test score under the "Pass/Fail" standard established by regulation.

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CATEGORY 06. DEMAND RESPONSIVE SERVICE.

Before FTA may provide federal assistance for an Award to a public entity that operates demand responsive service to acquire a non-rail vehicle that is not accessible, you must select the Demand Responsive Service Certifications in Category 06 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 06 that does not apply will not be enforced.

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR part 37, specifically 49 CFR § 37.77(d), on behalf of your Applicant, you certify that:

1. Your Applicant offers public transportation services equivalent in level and quality of service to:
 - a. Individuals with disabilities, including individuals who use wheelchairs, and
 - b. Individuals without disabilities.
2. Viewed in its entirety, its service for individuals with disabilities is:
 - a. Provided in the most integrated setting feasible, and
 - b. Equivalent to the service it offers individuals without disabilities with respect to:
 - (1) Response time,
 - (2) Fares,
 - (3) Geographic service area,
 - (4) Hours and days of service,
 - (5) Restrictions on priorities based on trip purpose,
 - (6) Availability of information and reservation capability, and
 - (7) Constraints on capacity or service availability.

CATEGORY 07. INTELLIGENT TRANSPORTATION SYSTEMS.

Before FTA may provide federal assistance for an Award in support of an Intelligent Transportation System (ITS), you must select the Intelligent Transportation Systems Assurances in Category 07 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Assurances in Category 07 that does not apply will not be enforced.

On behalf of your Applicant, you and your Applicant:

1. Understand that, as used in this Assurance, the term Intelligent Transportation System is defined to include technologies or systems of technologies that provide or

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significantly contribute to the provision of one or more Intelligent Transportation System (ITS) user services as defined in the "National ITS Architecture."

2. Assure that, as provided in 23 U.S.C. § 517(d), any Award that includes an ITS or related activity financed with appropriations made available from the Highway Trust Fund, including amounts made available to deploy ITS facilities or equipment, will conform to the appropriate regional ITS architecture, applicable standards, and protocols developed under 23 U.S.C. § 517(a) or (c), unless it obtains a waiver as provided in 23 U.S.C. § 517(d)(2).

CATEGORY 08. INTEREST AND FINANCING COSTS AND ACQUISITION OF CAPITAL ASSETS BY LEASE.

Before FTA may award federal assistance appropriated or made available under 49 U.S.C. chapter 53 to support the interest, financing, or leasing costs of any Award financed under the Urbanized Area Formula Grants Program, Fixed Guideway Capital Investment Grants Program, any program to which the requirements of 49 U.S.C. § 5307 apply, or any other program as FTA may specify, you must select the Certifications in Category 08 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA may determine otherwise in writing.

Any provision of the Certifications and Assurances in Category 08 that does not apply will not be enforced.

8.A. Interest and Financing Costs.

If your Applicant intends to use federal assistance to support the interest or any other financing costs for an Award financed under the Urbanized Area Formula Grants Program, the Fixed Guideway Capital Investment Grants Program, the New Starts, Small Starts, and Core Capacity Programs, any program that must comply with the requirements of 49 U.S.C. § 5307, or any other program as FTA may specify, the Interest and Financing Costs Certifications in Category 08.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that:

1. It will not seek reimbursement for interest or any other financing costs unless:
 - a. It is eligible to receive federal assistance for those costs, and
 - b. Its records demonstrate that it has shown reasonable diligence in seeking the most favorable financing terms, as FTA may require.
2. It will comply with the same favorable financing cost provisions for Awards financed under:
 - a. The Urbanized Area Formula Grants Program,
 - b. A Full Funding Grant Agreement,

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- c. An Early Systems Work Agreement,
- d. The Fixed Guideway Capital Investment Program financed by previous FTA enabling legislation,
- e. Any program that must comply with the requirements of 49 U.S.C. § 5307, or
- f. Any other program as FTA may specify.

8.B. Acquisition of Capital Assets by Lease.

If your Applicant seeks federal assistance from FTA to acquire capital assets (other than rolling stock or related equipment) through a lease, the Acquisition of Capital Assets by Lease Certifications and Assurances in Category 08.B applies to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, as required by FTA regulations, "Capital Leases," 49 CFR part 639, to the extent consistent with the FAST Act, if your Applicant acquires any capital asset (other than rolling stock or related equipment) through a lease financed with federal assistance appropriated or made available under 49 U.S.C. chapter 53, it will not enter into a capital lease for which FTA can provide only incremental federal assistance unless it has adequate financial resources to meet its future lease obligations if federal assistance is not available.

CATEGORY 09. TRANSIT ASSET MANAGEMENT PLAN AND PUBLIC TRANSPORTATION AGENCY SAFETY PLAN.

Before FTA may provide federal assistance appropriated or made available under 49 U.S.C. chapter 53 to support an Award, you must select the Certifications in Category 09 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 09 that does not apply will not be enforced.

9.A. Transit Asset Management Plan.

If your Applicant applies for funding appropriated or made available for 49 U.S.C. chapter 53, the Transit Asset Management Certifications in Group 09.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it and each of its Subrecipients will:

1. Follow federal guidance that, when issued, will implement the transit asset management system provisions of 49 U.S.C. § 5326, except as FTA determines otherwise in writing, and

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2. Comply with the final federal regulations that, when issued, will implement the transit asset management provisions of 49 U.S.C. § 5326.

9.B. Public Transportation Agency Safety Plan.

If your Applicant applies for funding under 49 U.S.C. chapter 53 and it is a State government, local government, or any other operator of a public transportation system, the Public Transportation Safety Plan Certifications in Group 09.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it will:

1. Follow the Federal guidance, when issued, that will implement the safety plan provisions of 49 U.S.C. § 5329(d), except as FTA determines otherwise in writing, and
2. Comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

CATEGORY 10. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If your Applicant must comply with the alcohol and controlled substance testing requirements of 49 U.S.C. § 5331 and its implementing regulations, before FTA may provide federal assistance for an Award, you must select the Certifications in Category 10 in addition to other Certifications and Assurances you select on your Applicant's behalf, except as FTA may determine otherwise in writing.

Any provision of the Certifications in Category 10 that does not apply will not be enforced.

As required by 49 U.S.C. § 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655, subpart I, specifically 49 CFR § 655.83, on behalf of your Applicant, including an Applicant that is a state, and on behalf of its Subrecipients and Third Party Contractors, you certify that:

1. Your Applicant, its Subrecipients, and Third Party Contractors to which these testing requirements apply have established and implemented:
 - a. An alcohol misuse testing program, and
 - b. A controlled substance testing program.
2. Your Applicant, its Subrecipients, and its Third Party Contractors to which these testing requirements apply have complied or will comply with all applicable requirements of 49 CFR part 655 to the extent those regulations are consistent with 49 U.S.C. § 5331.
3. Consistent with U.S. DOT Office of Drug and Alcohol Policy and Compliance Notice, issued October 22, 2009, if your Applicant, its Subrecipients, or its Third

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Party Contractors to which these testing requirements apply reside in a state that permits marijuana use for medical or recreational purposes, your Applicant, its Subrecipients, and its Third Party Contractors to which these testing requirements apply have complied or will comply with the federal controlled substance testing requirements of 49 CFR part 655.

CATEGORY 11. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS PROGRAM (NEW STARTS, SMALL STARTS, AND CORE CAPACITY IMPROVEMENT).

Before FTA may provide federal assistance for an Award financed under the New Starts, Small Starts, or Core Capacity Improvement Program authorized under 49 U.S.C. § 5309, you must select the Certifications in Category 11 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA may determine otherwise in writing.

Any provision of the Certifications in Category 11 that does not apply will not be enforced.

Except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award,
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan,
4. It will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304, and
5. It will comply with FTA guidance, "Final Interim Policy Guidance, Capital Investment Grant Program," August 2015, 80 *Fed. Reg.* 46514, August 5, 2015,

CATEGORY 12. STATE OF GOOD REPAIR PROGRAM.

Before FTA may provide federal assistance for an Award financed under the State of Good Repair Program authorized under 49 U.S.C. § 5337, you must select the Certifications in Category 12 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Assurance in Category 12 that does not apply will not be enforced.

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On behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award,
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan, and
4. It will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

CATEGORY 13. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS

Before FTA may provide federal assistance for an Award under the Buses and Bus Facilities Program authorized under 49 U.S.C. § 5339, as amended by the FAST Act, which among other things authorizes grants for Low or No Emission buses, you must select the Certifications in Category 13 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 13 that does not apply will not be enforced.

13.A. Grants for Buses and Bus Facilities Program The following Certifications for the Grants for Buses and Bus Facilities Program are required by 49 U.S.C. § 5339, as amended by the FAST Act, which provides that the requirements of 49 U.S.C. § 5307 shall apply to recipients of grants made in urbanized areas and the requirements of 49 U.S.C. § 5311 shall apply to recipients of grants made in rural areas under this 49 U.S.C. §§ 5339(a) and (b). Therefore:

1. If your Applicant is in an urbanized area, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
 - a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
 - c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan,

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- d. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5339 during non-peak hours for transportation, recipients in an urbanized area will ensure that the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
 - (1) Any senior,
 - (2) Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
 - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
 - e. When carrying out a procurement under 49 U.S.C. § 5339, it will comply with:
 - (1) The applicable general provisions of 49 U.S.C. § 5323, and
 - (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
 - f. It has complied with or will comply with 49 U.S.C. § 5307(b).
 - g. As required by 49 U.S.C. § 5307(d):
 - (1) It has or will have the amount of funds required for the non-federal share,
 - (2) It will provide the non-federal share from sources approved by FTA, and
 - (3) It will provide the non-federal share when needed.
 - h. It will comply with:
 - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
 - i. It has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation service.
 - j. It will comply with the final federal regulations that, when issued, will implement the safety plan requirements of 49 U.S.C. § 5329(d).
2. If your Applicant is in a rural area, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
- a. It has or will have and require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have and require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

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- c. It will maintain and require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan.
- d. Its state program has provided for a fair distribution of federal assistance appropriated or made available under 49 U.S.C. § 5311(b) within the state to eligible entities, including Indian reservations.
- e. Its program provides or will provide the maximum feasible coordination of federal assistance for public transportation service with transportation service financed by other federal sources.
- f. Its Awards and Subawards in its Formula Grants for Rural Areas Program are included in:
 - (1) The statewide transportation improvement program, and
 - (2) To the extent applicable, a metropolitan transportation improvement program.
- g. With respect to the non-federal share:
 - (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5311(g) ,
 - (2) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
 - (3) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
- h. It may transfer a facility or equipment acquired or improved under its Award to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
 - a. The Recipient possessing the facility or equipment consents to the transfer, and
 - b. The facility or equipment will continue to be used as required under 49 U.S.C. § 5311.

13.B. Low or No Emission Vehicle Deployment.

If your Applicant seeks federal assistance from FTA for an Award financed under the Low or No Emission Vehicle Development Program authorized under former 49 U.S.C. § 5312(d)(5), the Certifications and Assurances in Category 13.B apply to your Applicant, except as FTA determines otherwise in writing.

Former section 5312(d)(5)(C)(i) of title 49, United States Code, requires the following Certifications for Low or No Emission Vehicle Deployment Program before awarding federal assistance appropriated or made available under MAP-21. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify and assure that:

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1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award.
4. When using or involving a facility or equipment acquired or improved with federal assistance under former 49 U.S.C. § 5312(d)(5) during non-peak hours for transportation, it will ensure that the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour:
 - a. Any senior,
 - b. Any individual who, because of illness, injury, age, a congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or who has semi-ambulatory capability) and is unable to use a public transportation service or a public transportation facility effectively without special facilities, special planning, or special design,
 - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
 - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
5. When carrying out a procurement under this Program, it will comply with:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. It has complied with or will comply with 49 U.S.C. § 5307(b) because:
 - a. It has informed or will inform the public of the amounts of its federal assistance available under this Program,
 - b. It has developed or will develop, in consultation with interested parties including private transportation providers, its proposed Program of Projects for activities to be financed,
 - c. It has published or will publish its proposed Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Projects and its performance as an Applicant,
 - d. It has provided or will provide an opportunity for a public hearing to obtain the views of individuals on its proposed Program of Projects,
 - e. It has assured or will assure that its proposed Program of Projects provides for coordination of public transportation services assisted under 49 U.S.C. § 5336, as amended by the FAST Act, with federally assisted transportation services supported by other federal sources,
 - f. It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
 - g. It has made or will make the final list of Projects for which an Award is sought available to the public.

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7. With respect to the non-federal share:
 - a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share from sources approved by FTA, and
 - c. It will provide the non-federal share when needed.
8. It will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
9. It has a locally developed process to solicit and consider public comment before:
 - a. Raising a fare, or
 - b. Implementing a major reduction of public transportation service.
10. It will comply with the final federal regulations that, when issued, will implement the safety plan requirements of 49 U.S.C. § 5329(d).

CATEGORY 14. URBANIZED AREA FORMULA GRANTS PROGRAMS AND PASSENGER FERRY GRANT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Urbanized Area Formula Grants Program authorized under 49 U.S.C. § 5307, as amended by the FAST Act, which among other things, authorizes federal assistance for Job Access and Reverse Commute (JARC) activities, and the Passenger Ferry Grant Program authorized under 49 U.S.C. § 5307(h), you must select the Certifications in Category 14 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 14 that does not apply will not be enforced.

14.A. Urbanized Area Formula Grants Program under the FAST Act.

If your Applicant seeks federal assistance from FTA for an Award financed under the Urbanized Area Formula Grants Program authorized under 49 U.S.C. § 5307, as amended by the FAST Act, the Certifications in Category 14.A apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for the Urbanized Area Formula Grants Program under 49 U.S.C. § 5307, as amended by the FAST Act are required by 49 U.S.C. § 5307(c)(1). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

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3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan,
4. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5307 during non-peak hours for transportation, it will ensure that the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
 - a. Any senior,
 - b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
 - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
5. When carrying out a procurement under 49 U.S.C. § 5307, it will comply with:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. It has complied with or will comply with 49 U.S.C. § 5307(b) because:
 - a. It has made or will make available to the public information on the amounts of federal assistance available to it under 49 U.S.C. § 5307,
 - b. It has developed or will develop, in consultation with interested parties including private transportation providers, its proposed Program of Projects for activities for which federal assistance is sought,
 - c. It has published or will publish its proposed Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on its proposed Program of Projects and its performance as an Applicant or Recipient,
 - d. It has provided or will provide an opportunity for a public hearing to obtain the views of individuals on its proposed Program of Projects,
 - e. It has ensured or will ensure that its proposed Program of Projects provides for coordination of transportation services financed by FTA under 49 U.S.C. § 5336, as amended by the FAST Act, with transportation services supported by other Federal Government sources,
 - f. It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
 - g. It has made or will make its final Program of Projects available to the public.
7. As required by 49 U.S.C. § 5307(d):
 - a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share from sources approved by FTA, and

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- c. It will provide the non-federal share when needed.
8. As required by 49 U.S.C. § 5307(c)(1)(H), it will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
9. As required by 49 U.S.C. § 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
 - a. Raising a fare, or
 - b. Implementing a major reduction of public transportation.
10. Each fiscal year:
 - a. It will assure that at least one (1) percent of the amount of federal assistance under 49 U.S.C. § 5307 apportioned to its urbanized area must be expended for Public Transportation Security activities as described in 49 U.S.C. § 5307(c)(1)(J)(i) including:
 - (1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
 - (2) Increased camera surveillance of an area in or adjacent to that system,
 - (3) Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
 - (4) Any other activity intended to increase the security and safety of an existing or planned public transportation system, or
 - b. The Designated Recipients in its urbanized area certify that such expenditures for Public Transportation Security activities are not necessary.
11. If it serves an urbanized area with a population of at least 200,000 individuals, as determined by the Bureau of the Census:
 - a. It will provide a report by the end of the fourth quarter of the preceding federal fiscal year that lists projects carried out in the preceding fiscal year under this section for associated transit improvements as defined in 49 U.S.C. § 5302, and
 - b. The report of its Associated Transit Improvements or related activities is or will be incorporated by reference and made part of its Certifications and Assurances.
12. It will comply with the final federal regulations that, when issued, will implement the safety requirements of 49 U.S.C. § 5329(d).

14.B. Passenger Ferry Grant Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Passenger Ferry Grant Program authorized under 49 U.S.C. § 5307(h), the Certifications in Category 14.B apply to your Applicant, except as FTA determines otherwise in writing.

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The following Certifications for the Passenger Ferry Grant Program are required by 49 U.S.C. § 5307(c)(1) or (h). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan.
4. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5307(h) during non-peak hours for transportation, it will ensure that the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
 - a. Any senior,
 - b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
 - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
5. When carrying out a procurement under 49 U.S.C. § 5307(h), it will comply with:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. As required by 49 U.S.C. § 5307(d):
 - a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share from sources approved by FTA, and
 - c. It will provide the non-federal share when needed.
7. As required by 49 U.S.C. § 5307(c)(1)(H), it will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
8. As required by 49 U.S.C. § 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
 - a. Raising a fare, or
 - b. Implementing a major reduction of public transportation service.
9. It will comply with the final federal regulations that, when issued, will implement the safety plan requirements of 49 U.S.C. § 5329(d).

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CATEGORY 15. SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

Before FTA may provide federal assistance for an Award financed under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized under 49 U.S.C. § 5310, as amended by the FAST Act, you must select the Certifications in Category 15 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 15 that does not apply will not be enforced.

1. The following Certifications for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program are required by 49 U.S.C. § 5310. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
 - a. Each Subrecipient is:
 - (1) A private nonprofit organization, or
 - (2) A state or local governmental authority that:
 - (a) Is approved by a state to coordinate services for seniors and individuals with disabilities, or
 - (b) Certifies that there are no private nonprofit organizations readily available in the area to provide the services authorized for support under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program.
 - b. It will comply with the following selection and planning requirements:
 - (1) The Projects it has selected or will select for an Award or Subaward of federal assistance appropriated or made available under 49 U.S.C. § 5310 are included in a public transit-human services transportation plan that has been:
 - (a) Locally developed, and
 - (b) Coordinated.
 - (2) The public transit-human services transportation plan was developed and approved through a process that included participation by:
 - (a) Seniors,
 - (b) Individuals with disabilities,
 - (c) Representatives of public, private, and nonprofit transportation providers,
 - (d) Representatives of public, private, and nonprofit human services providers, and
 - (e) Other members of the public.
 - (3) Within its Award, the Projects selected to receive federal assistance will assist in providing transportation services for seniors and individuals with

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- disabilities are included in its Program of Projects, that is or will be submitted to FTA annually.
- (4) To the maximum extent feasible, the services financed by 49 U.S.C. § 5310 will be coordinated with transportation services financed by other federal departments and agencies, including any transportation activities carried out by a recipient of federal assistance from the Department of Health and Human Services.
 - c. As required by 49 U.S.C. § 5310(e)(2)(B), it certifies that if it allocates to any Subrecipient federal assistance received under 49 U.S.C. § 5310, it will have allocated that federal assistance on a fair and equitable basis.
 - d. It will not transfer a facility or equipment acquired or improved with federal assistance appropriated or made available for a grant under 49 U.S.C. § 5310 to any other recipient eligible to receive assistance under 49 U.S.C. chapter 53, unless:
 - (1) The recipient possessing the facility or equipment consents to the transfer, and
 - (2) The facility or equipment will continue to be used as required under 49 U.S.C. § 5310.
 - e. As required by 49 U.S.C. § 5310(b)(2), it will use at least fifty-five (55) percent of the federal assistance it receives for Capital Projects to meet the special needs of seniors and individuals with disabilities.
 - f. The requirements of 49 U.S.C. § 5307, as determined by FTA, will apply to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized by 49 U.S.C. § 5310.
2. FTA has determined that certain requirements of 49 U.S.C. § 5307 are appropriate for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, some of which require Certifications. Therefore, as specified under 49 U.S.C. § 5307(c)(1), it certifies that:
- a. It has or will have and will require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have and will require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award or Subaward.
 - c. It will maintain and will require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award or Subaward, in accordance with the recipient's transit asset management plan.
 - d. When carrying out a procurement under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, it will require each Subrecipient to comply with:
 - (1) The applicable general provisions of 49 U.S.C. § 5323, and
 - (2) The applicable third party contract provisions of 49 U.S.C. § 5325.

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- e. With respect to the non-federal share:
 - (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5310,
 - (2) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
 - (3) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
- f. It has complied or will comply and will require each Subrecipient to comply with:
 - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
- g. To the extent applicable, it will comply and require its Subrecipients to comply with the final federal regulations that, when issued, will implement the safety plan requirements of 49 U.S.C. § 5329(d).

CATEGORY 16. RURAL AREAS AND APPALACHIAN DEVELOPMENT PROGRAMS.

Before FTA may provide federal assistance for an Award financed under the Formula Grants for Rural Areas Program authorized under 49 U.S.C. § 5311(b), as amended by FAST Act, and the Appalachian Development Public Transportation Assistance Program authorized under 49 U.S.C. § 5311(c)(2), as amended by FAST, you must select the Certifications in Category 16 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 16 that does not apply will not be enforced.

16.A. Formula Grants for Rural Areas Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Formula Grants for Rural Areas Program authorized under 49 U.S.C. § 5311, as amended by FAST Act, the Certifications in Category 16.A apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications apply to each state or state organization serving as your Applicant for federal assistance appropriated or made available for the Rural Areas Formula Program financed under 49 U.S.C. § 5311(b), as amended by FAST Act. On its behalf, you certify and assure that:

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1. It has or will have and require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have and require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain and require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan.
4. Its state program has provided for a fair distribution of federal assistance appropriated or made available under 49 U.S.C. § 5311(b) within the state to eligible entities, including Indian reservations.
5. Its program provides or will provide the maximum feasible coordination of federal assistance for public transportation service authorized by 49 U.S.C. § 5311(b) with transportation service financed by other federal sources.
6. Its Awards and Subawards in its Formula Grants for Rural Areas Program are included in:
 - a. The statewide transportation improvement program, and
 - b. To the extent applicable, a metropolitan transportation improvement program.
7. With respect to the non-federal share:
 - a. It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by former 49 U.S.C. § 5311(g),
 - b. It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
 - c. It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
8. It may transfer a facility or equipment acquired or improved under its Award to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
 - a. The Recipient possessing the facility or equipment consents to the transfer, and
 - b. The facility or equipment will continue to be used as required under 49 U.S.C. § 5311.
9. Each fiscal year:
 - a. It will spend at least fifteen (15) percent of its federal assistance authorized under 49 U.S.C. § 5311 and available that fiscal year for eligible activities to develop and support intercity bus transportation within the state including:
 - (1) Planning and marketing for intercity bus transportation,
 - (2) Capital grants for intercity bus facilities,
 - (3) Joint-use facilities,
 - (4) Operating grants through purchase-of-service agreements, user-side subsidies, and demonstration projects, and

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- (5) Coordinating rural connections between small public transportation operations and intercity bus carriers, or
- b. It will provide to FTA a Certification from the governor of the state that:
 - (1) It has consulted with the affected intercity bus service providers about the intercity bus needs of the state, and
 - (2) The state's intercity bus service needs are being met adequately.

16.B. Appalachian Development Public Transportation Assistance Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Appalachian Development Public Transportation Assistance Program authorized under 49 U.S.C. § 5311(c)(2), the Certification in Category 16.C applies to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, in addition to other Certifications and Assurances it must provide, if it is unable to use its federal assistance made available or appropriated for public transportation operating assistance, in accordance with 49 U.S.C. § 5311(c)(2)(D), it may use the federal assistance for a Highway Project only after:

1. It provides notice and an opportunity for comment and appeal to affected public transportation providers,
2. It approves such use in writing, and
3. In approving the use, it determines that local transit needs are being addressed.

CATEGORY 17. TRIBAL TRANSIT PROGRAMS (PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS PROGRAMS).

Before FTA may provide federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), you must select the Certifications in Category 17 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 17 that does not apply will not be enforced.

FTA has established terms and conditions for Tribal Transit Program grants financed with federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). On behalf of your Applicant, you certify and assure that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.

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2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan.
4. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
5. With respect to its procurement system:
 - a. It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 200, for Awards made on or after December 26, 2014,
 - b. It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
 - c. It will inform FTA promptly that its procurement system does not comply with either of those U.S. DOT regulations.
6. It will comply with the Buy America requirements under 49 U.S.C. § 5323(j), as amended by FAST Act, and FTA regulations, "Buy America Requirements," 49 CFR part 661.
7. It will comply with the Certifications, Assurances, and Agreements in:
 - a. Category 03.B and 03.C (Charter Service Agreement and School Bus Agreement),
 - b. Category 05.B (Bus Testing),
 - c. Category 06 (Demand Responsive Service),
 - d. Category 07 (Intelligent Transportation Systems), and
 - e. Category 10 (Alcohol and Controlled Substances Testing).

CATEGORY 18. STATE SAFETY OVERSIGHT GRANT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the State Safety Oversight Grant Program authorized under 49 U.S.C. § 5329(e)(6), you must select the Certifications in Category 18 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 18 that does not apply will not be enforced.

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On behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award.
4. When carrying out a procurement under its Award, it will comply with:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
5. As required by 49 U.S.C. § 5329(e)(6)(C):
 - a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share only from sources approved by FTA, and will not be met by:
 - (1) Any federal assistance,
 - (2) Any funds received from a public transportation agency, or
 - (3) Any revenues earned by a public transportation agency, and
 - c. Will provide the non-federal share when needed.
6. It meets the applicable requirements of FTA regulations, "Rail Fixed Guideway Systems: State Safety Oversight," 49 CFR part 659.
7. It has received or will receive an FTA certification upon a determination that its State Safety Oversight Program meets the requirements of 49 U.S.C. § 5329(e) and is adequate to promote the purposes of 49 U.S.C. § 5329.

CATEGORY 19. PUBLIC TRANSPORTATION EMERGENCY RELIEF PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Public Transportation Emergency Relief Program authorized under 49 U.S.C. § 5324, you must select the Certifications in Category 19 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Assurance in Category 19 that does not apply will not be enforced.

As required by 49 U.S.C. § 5324(d), on behalf of your Applicant, you assure that it will:

1. Comply with the requirements of the Certifications and Assurances as FTA determines will apply to an Applicant for federal assistance appropriated or made available for the Public Transportation Emergency Relief Program, and
2. Comply with FTA regulations, "Emergency Relief," 49 C.F.R. part 602.

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CATEGORY 20. EXPEDITED PROJECT DELIVERY PILOT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Expedited Project Delivery Pilot Program authorized under section 3005(b) of the FAST Act, you must select the Certifications in Category 20 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

To the extent that any Certification in Category 20 does not apply, it will not be enforced.

As required by section 3005(b)(3)(B) of the FAST Act, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with the recipient's transit asset management plan.
4. It will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

CATEGORY 21. INFRASTRUCTURE FINANCE PROGRAMS.

Before FTA may provide credit assistance for an Award financed under the Transportation Infrastructure Finance and Innovation Act (TIFIA) Program authorized under 23 U.S.C. §§ 601 – 609, or the State Infrastructure Banks (SIB) Program authorized under 23 U.S.C. § 610, you must select the Certifications in Category 23 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 21 that does not apply will not be enforced.

21.A. Transportation Infrastructure Finance and Innovation Act (TIFIA) Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the TIFIA Program authorized under 23 U.S.C. §§ 601 – 609 the Certifications and Assurances in Category 23.A applies to your Applicant, except as FTA determines

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otherwise in writing. In administering this Program, the FAST Act cross-cutting requirements supersede inconsistent former requirements.

On behalf of your Applicant, you certify and assure, as required by 49 U.S.C. § 5323(o), that federal transit laws, specifically 49 U.S.C. § 5307, 49 U.S.C. § 5309, and 49 U.S.C. § 5337, apply to any Project under 49 U.S.C. chapter 53 that receives TIFIA credit assistance under 23 U.S.C. §§ 601 – 609.

1. To comply with 49 U.S.C. § 5307, specifically 49 U.S.C. § 5307(c)(1), on its behalf, you certify that:
 - a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
 - c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan.
 - d. For transportation during non-peak hours and using or involving a facility or equipment of an Award financed using 49 U.S.C. § 5307 funds, it will ensure that the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
 - (1) Any senior,
 - (2) Any individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
 - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
 - e. When carrying out a TIFIA-financed procurement, it will comply with:
 - (1) The applicable provisions of 49 U.S.C. § 5323, and
 - (2) The applicable provisions of 49 U.S.C. § 5325.
 - f. It has complied with or will comply with 49 U.S.C. § 5307(b).
 - g.
 - (1) It has or will have no more than 80 percent of the Total Award Budget as the sum of all federal grants and any TIFIA-financed awards,
 - (2) It will provide the non-federal share from sources approved by FTA, and
 - (3) It will provide the non-federal share when needed.
 - h. It will comply with:
 - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.

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- i. It has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation.
- j. It will comply with the final federal regulations that, when issued, will implement the safety plan requirements of 49 U.S.C. § 5329(d).
2. To comply with the interest and financing costs restrictions of 49 U.S.C. chapter 53, it agrees that it will not seek reimbursement for interest or any other financing costs incurred in connection with its Award that must be in compliance with those requirements unless:
 - a. It is eligible to receive federal assistance for those expenses, and
 - b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*).
4. Pursuant to the National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. § 5321 *et seq.*, it will receive an environmental categorical exclusion, a finding of no significant impact, or a record of decision under NEPA for its Award before obligating federal assistance.
5. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. § 5326(d), when required.

21.B. State Infrastructure Banks (SIB) Program.

If your Applicant is a state and seeks federal assistance from FTA financed under the SIB Program authorized under 23 U.S.C. § 610, the Certifications and Assurances in Category 23.B applies to your state and its Award, except as FTA determines otherwise in writing. In administering this Program, the FAST Act cross-cutting requirements supersede inconsistent former requirements.

On behalf of the state organization serving as your Applicant for federal assistance for its SIB Program, you certify and assure that:

1. It will comply with the following applicable federal laws establishing the various SIB Programs since 1995:
 - a. 23 U.S.C. § 610, as amended by the FAST Act,
 - b. 23 U.S.C. § 610 or its predecessor before the FAST Act was signed into law,
 - c. Section 1511 of TEA-21, 23 U.S.C. § 181 note, or
 - d. Section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. § 181.
2. It will comply with or follow the Cooperative Agreement establishing the state's SIB Program between:
 - a. It and FHWA, FRA, and FTA, or
 - b. It and FHWA and FTA.

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3. It will comply with or follow the Grant Agreement that provides federal assistance from FTA for the SIB and is between it and FTA, including the FTA Master Agreement, which is incorporated by reference into the Grant Agreement, except that any provision of the FTA Master Agreement incorporated by reference into that Grant Agreement will not apply if it conflicts with any provision of:
 - a. 23 U.S.C. § 610, as amended by the FAST Act,
 - b. 23 U.S.C. § 610 or its predecessor before the FAST Act was signed into law,
 - c. Section 1511 of TEA-21, 23 U.S.C. § 181 note, or section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. § 181 note,
 - d. Federal guidance pertaining to the SIB Program,
 - e. The Cooperative Agreement establishing the state's SIB Program, or
 - f. The Grant Agreement with FTA.
4. As required by 49 U.S.C. § 5323(o), federal transit laws, specifically 49 U.S.C. § 5307, 49 U.S.C. § 5309, and 49 U.S.C. § 5337, as amended by the FAST Act, apply to any Award under 49 U.S.C. chapter 53 that receives SIB support or financing under 23 U.S.C. § 610 (or any support from 23 U.S.C. §§ 601 – 609).
5. As required by 49 U.S.C. § 5323(o) and 49 U.S.C. § 5307(c)(1):
 - a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
 - c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan.
 - d. When using or involving a facility or equipment acquired or improved with federal assistance under a SIB-financed Award during non-peak hours for transportation, it will ensure that the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
 - (1) Any senior,
 - (2) Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
 - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
 - e. When carrying out a procurement under a SIB-financed Award, it will comply with:
 - (1) The applicable general provisions of 49 U.S.C. § 5323, and
 - (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
 - f. It has complied with or will comply with 49 U.S.C. § 5307(b).

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- g. (1) It has or will have the amount of funds required for the non-federal share by the SIB Program, but not less than twenty-five (25) percent of each capitalization grant,
 - (2) It will provide the non-federal share from sources approved by FTA, and
 - (3) It will provide the non-federal share when needed.
 - h. It will comply with:
 - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
 - i. It has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation.
 - j. It will comply with the final federal regulations that, when issued, will implement the safety plan requirements of 49 U.S.C. § 5329(d).
6. As required by 49 U.S.C. chapter 53, it certifies that it will not seek reimbursement for interest or any other financing costs incurred in connection with its Award unless:
- a. It is eligible to receive federal assistance for those expenses, and
 - b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, as FTA may require.
7. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. § 5326(d).

GROUP CATEGORY 22. PAUL S. SARBANES TRANSIT IN PARKS PROGRAM

Before FTA may provide federal assistance for an Award financed under the Paul S. Sarbanes Transit in Parks Program authorized under former 49 U.S.C. § 5320, in effect in FY 2012 or a previous fiscal year, except as superseded by FAST Act requirements that apply you must select the Certifications in Category 22 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 22 that does not apply will not be enforced.

- 1. Except as superseded by the FAST Act cross-cutting requirements that apply, the following Certifications and Assurances for the Paul S. Sarbanes Transit in Parks Program (Parks Program) are required by former 49 U.S.C. § 5320, in effect in FY 2012 or a previous fiscal year. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

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- a. It will consult with the appropriate federal land management agency during the planning process, and
 - b. The requirements of former 49 U.S.C. § 5307, as determined by FTA, will apply to the Parks Program authorized by former 49 U.S.C. § 5320.
2. FTA has determined certain requirements of former 49 U.S.C. § 5307 to be appropriate for the Parks Program, of which some require Certifications. Therefore, as specified under former 49 U.S.C. § 5307(d)(1), except as superseded by the FAST Act cross-cutting requirements that apply, you certify that:
- a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
 - c. It will maintain its equipment and facilities acquired or improved under its Award.
 - d. When carrying out a procurement under former 49 U.S.C. § 5320, it will comply and will require each Subrecipient to comply with the following provisions:
 - (1) Competitive procurement (as defined or approved by FTA) requirements of 49 U.S.C. § 5325(a),
 - (2) The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. § 5323(h),
 - (3) “Buy America” requirements under 49 U.S.C. § 5323(j), as amended by the FAST Act, and FTA regulations, “Buy America Requirements,” 49 CFR part 661,
 - (4) Applicable pre-award and post-delivery requirements of 49 U.S.C. § 5323(m),
 - (5) Applicable railcar option restrictions of 49 U.S.C. § 5325(e), and
 - (6) “Veterans Preference/Employment” requirements under 49 U.S.C. § 5325(k).
 - e. It will comply with other applicable requirements under 49 U.S.C. § 5323 and § 5325.
 - f. It has complied or will comply with the requirements of former 49 U.S.C. § 5307(c), and specifically:
 - (1) It has made or will make available to the public information on the amounts available for the Parks Program, former 49 U.S.C. § 5320, and the Projects it proposes to implement under its Award,
 - (2) It has developed or will develop, in consultation with interested parties including private transportation providers, Projects to be financed under its Award,
 - (3) It has published or will publish a list of proposed Projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed Projects and submit comments on the proposed Projects and its performance,

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

- (4) It has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed Projects,
 - (5) It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
 - (6) It has made or will make the final list of Projects for which an Award is sought available to the public.
- g. With respect to the non-federal share:
- (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5320,
 - (2) It will provide the non-federal share from sources approved by FTA, and
 - (3) It will provide the non-federal share when needed.
- h. It has complied or will comply with and will require each Subrecipient to comply with:
- (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
- i. It has a locally developed process to solicit and consider public comment before:
- (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation.

CATEGORY 23. CONSTRUCTION HIRING PREFERENCES.

Before FTA may provide federal assistance for a third party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C. using a geographic, economic, or any other hiring preference not otherwise authorized by federal law or regulation, you must select the Certifications in Category 23 on behalf of your Applicant in addition to other Certifications you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 23 that does not apply will not be enforced.

As provided by section 192 of division L, title I of the Consolidated Appropriations Act, 2016, Pub. L. 114-113, on behalf of your Applicant, you certify that if, in connection with any third party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C., it uses a geographic, economic, or any other hiring preference not otherwise authorized by law or prohibited under 2 CFR § 200.319(b):

1. Except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

- work that the third party contract requires resides in the jurisdiction where the work will be performed;
2. It will include appropriate provisions in its bid document ensuring that its third party contractor(s) do not displace any of its existing employees in order to satisfy such hiring preference; and
 3. That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

Selection and Signature Page(s) follow.

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

**FEDERAL FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES FOR
FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS**
(Signature pages alternative to providing Certifications and Assurances in TrAMS)

Name of Applicant: County of Gloucester

The Applicant agrees to comply with applicable provisions of Categories 01 – 23. X

OR

The Applicant agrees to comply with applicable provisions of the Categories it has selected:

<u>Category</u>	<u>Description</u>	
01.	Required Certifications and Assurances for Each Applicant.	_____
02.	Lobbying.	_____
03.	Procurement and Procurement Systems.	_____
04.	Private Sector Protections.	_____
05.	Rolling Stock Reviews and Bus Testing.	_____
06.	Demand Responsive Service.	_____
07.	Intelligent Transportation Systems.	_____
08.	Interest and Financing Costs and Acquisition of Capital Assets by Lease.	_____
09.	Transit Asset Management Plan and Public Transportation Agency Safety Plan.	_____
10.	Alcohol and Controlled Substances Testing.	_____
11.	Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity Improvement).	_____
12.	State of Good Repair Program.	_____
13.	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs.	_____
14.	Urbanized Area Formula Grants Programs and Passenger Ferry Grant Program.	_____
15.	Seniors and Individuals with Disabilities Programs.	_____
16.	Rural Areas and Appalachian Development Programs.	_____
17.	Tribal Transit Programs (Public Transportation on Indian Reservations Programs).	_____
18.	State Safety Oversight Grant Program.	_____
19.	Public Transportation Emergency Relief Program.	_____
20.	Expedited Project Delivery Pilot Program.	_____
21.	Infrastructure Finance Programs.	_____
22.	Paul S. Sarbanes Transit in Parks Program.	_____
23.	Hiring Preferences	_____

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2016 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants for federal assistance to be awarded by FTA and all FTA Grantees with an active Capital or Formula Award)

AFFIRMATION OF APPLICANT

Name of the Applicant: County of Gloucester, Division of Transportation

Name and Relationship of the Authorized Representative: Robert M. Damminger, Freeholder Director

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2016, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during federal fiscal year 2016.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name Robert M. Damminger, Freeholder Director
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): County of Gloucester

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name Thomas Campo, County Counsel
Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA and each FTA Recipient with an active Capital or Formula Project or Award must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within FTA's electronic award and management system, provided the Applicant has on file and uploaded to FTA's electronic award and management system this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.