

**AGENDA**

6:30 p.m. Wednesday, June 15, 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 June 1, 2016.

- P-1 Proclamation recognizing Rachel Hall for her strength, determination and heart overcoming obstacles life presented her on April 29, 2015. **(TO BE PRESENTED)** (Jefferson)
- P-2 Proclamation to recognize Daniel Pastor for Bravery and Life Saving efforts on April 16, 2016. **(TO BE PRESENTED)** (Chila)
- P-3 Proclamation honoring Dr. Jennifer Janofsky, Curator of the Red Bank Battlefield and the James & Ann Whitall House for outstanding service and dedication (Previously Presented) (DiMarco)
- P-4 Proclamation proclaiming May 1st-7th, 2016 as National Small Business Week in Gloucester County (Previously Presented) (Simmons)
- P-5 Best of Gloucester County Proclamations (Previously Presented) (Simmons)

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

**DEPARTMENT OF ADMINISTRATION**

**DIRECTOR DAMMINGER  
FREEHOLDER CHILA**

**A-1 RESOLUTION AUTHORIZING A CLOSED SESSION TO DISCUSS THE STATUS OF AND POSSIBLE SETTLEMENT OF AARON SHEPPARD v. COUNTY OF GLOUCESTER, ET AL, CIVIL NO. 11-2398 AND NJDEP v. GLOUCESTER COUNTY (IONA LAKE DAM), NJ DAM FILE NO. 31-25**

The general nature of the subject to be discussed at the closed meeting of June 15, 2016, shall be the status and possible settlement of litigation matter captioned *Aaron Sheppard v. County of Gloucester, et als.* and *NJDEP v. Gloucester County (Iona Lake Dam), NJ Dam* File No. 31-25. The County is represented by Paola Tripodi Kaczynski, Esquire of William J. Ferren & Associates in the Sheppard matter and Michael Sullivan, Esquire of Parker McCay in the NJDEP matter.

**A-2 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF JUNE, 2016.**

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

**A-3 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2016 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.**

- **GLOUCESTER COUNTY MUNICIPAL ALLIANCE PROGRAM** - \$391,915.00 - This grant is an annual direct service grant involving 23 municipalities for the express purpose of community prevention/education regarding alcoholism and drug abuse. A designated amount of \$60,000.00 from this grant will be used towards the County Alliance Coordinator's annual salary.
- **COUNTY RIGHT TO KNOW PROGRAM** - \$10,798.00 - This grant provides a data base to advise workers and community members of hazardous materials used in the workplace and monitors collection and awareness of this data.
- **PEER GROUPING** - \$58,461.00 - This grant provides care management and supportive services such as personal care/homemaker assistance and adult medical day care to Gloucester County elderly suffering from dementia related illnesses, to forestall nursing home placement.
- **SPECIAL CHILD HEALTH CASE MANAGEMENT** - \$175,130.00 - This grant provides case management for children from birth to 21 who have health and developmental needs. The monies have been earmarked for personnel costs, general office supplies and education.

- **CLEAN COMMUNITIES GRANT** - \$164,944.00 - The purpose of this program is to reduce litter on public property and increase recycling efforts throughout Gloucester County. This program will be administered through the Gloucester County Improvement Authority.

**A-4 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEALS.**

The Plaintiff, Storage Quest New Jersey LP C/O iStorage v. Washington Township, Docket Numbers 009196-2014, represented by Bruce J. Stavitsky, Esquire filed state tax appeals contesting the assessment on the subject property known as Block 81, Lot 2 in the Township of Washington; and the parties through legal counsel and assessors and/or certified real estate appraisers engaged by the tax payer and County have reached a resolution of the complaints, settling outstanding claims pursuant to N.J.S.A. 54:1-99, N.J.A.C. 18:17A-8.1.

**A-5 RESOLUTION AUTHORIZING A CONTRACT WITH PENN BEHAVIORAL HEALTH CORPORATE SERVICES FROM JUNE 26, 2016 TO JUNE 25, 2017 IN AN AMOUNT NOT TO EXCEED \$25,000.00.**

This Resolution authorizes a contract with Penn Behavioral Health Corporate Services for the provision of professional Employee Assistance to benefit County employees as per RFP #016-028 from June 26, 2016 to June 25, 2017 in an amount not to exceed \$25,000.00.

**A-6 RESOLUTION AUTHORIZING A CONTRACT WITH SOFTWARE HOUSE INTERNATIONAL CORP. THROUGH VARIOUS STATE CONTRACT NUMBERS FROM JUNE 13, 2016 TO JUNE 12, 2017 IN AN AMOUNT NOT TO EXCEED \$100,000.00.**

This Resolution authorizes the purchase of computer equipment and related services as needed by various County departments from Software House International ("SHI") with offices located at 290 Davidson Avenue, Somerset, NJ 08873 from June 13, 2016 to June 12, 2017 in an amount not to exceed \$100,000.00 through State Contract #A89851 (NJ software license and related services); A#89980 (Panasonic); A#40166 (Microsoft Corporation-laptops and tablets only); A#87720 (Cisco Systems); A#40121 (Lenovo); and A#89978 (Nimble Storage, Inc.). N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment through State Contract without the need for public bidding.

**A-7 RESOLUTION APPOINTING A MEMBER TO THE PARK AND GOLF ADVISORY COUNCIL.**

This Resolution will authorize the appointment of Edward Munin to the Park and Golf Advisory Council for a term ending December 31, 2016.

**A-8 RESOLUTION REAPPOINTING MEMBERS TO THE BOARD OF EDUCATION OF THE SPECIAL SERVICES SCHOOL DISTRICT AND THE VOCATIONAL SCHOOL DISTRICT.**

This Resolution will authorize the reappointments of John Robinson and Donna Ragonese for three year terms expiring June 30, 2019.

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

**FREEHOLDER CHILA  
FREEHOLDER SIMMONS**

**B-1 RESOLUTION AUTHORIZING THE OFFICE OF EMERGENCY RESPONSE TO ESTABLISH THE GLOUCESTER COUNTY INCIDENT MANAGEMENT TEAM TYPE IV.**

The President in Homeland Security Directive (HSPD) – 5, directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS). Governor's Executive Order (EO) #50 has mandated all Emergency Personnel be trained to appropriate level of Incident Command System (ICS) Training. The County recognizes the NIMS as the County government's standard for Incident/Event Management. The Gloucester County Incident Management Team (IMT) type IV would consist of an array of highly trained and educated individuals to assist upon request with on scene incident/event management activities including but not limited to the functions of ICS of Command, Operations, Logistics, and Finance/Administration with domestic incidents. The team would liaison directly with the County Office of Emergency Response.

**B-2 RESOLUTION EXTENDING THE CONTRACT WITH COOPER WILBERT VAULT CO., INC., FROM JULY 7, 2016 TO JULY 6, 2018, AT NO COST TO THE COUNTY.**

This Resolution authorizes the extension of a Contract originally entered into on July 7, 2014 with Cooper Wilbert Vault Co., Inc. for the supply and delivery of grave digging services for the Veterans Memorial Cemetery, as per PD-14-014. The Contract provided the County with the option to extend for one (1) two-year period or two (2) one-year periods. The County is exercising its contract extension option for the two-year period from July 7, 2016 to July 6, 2018. All services provided at no cost to the County; costs will be borne by the families of the deceased as per the price listing in PD-14-014.

**DEPARTMENT OF ECONOMIC DEVELOPMENT  
& PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER CHRISTY**

**C-1 RESOLUTION AUTHORIZING A CONTRACT WITH THE GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY FROM JUNE 1, 2016 TO SEPTEMBER 1, 2017 IN AN AMOUNT NOT TO EXCEED \$91,000.00.**

This Resolution authorizes a contract with the Gloucester County Institute ("GCIT") to provide summer employment, support and occupational training services through the Youth Summer Program for High School Seniors, ages 17-21 from June 1, 2016 to September 1, 2017 in an amount not to exceed \$91,000.00. The Workforce Development Board and One Stop staff will be involved with oversight of the program. A minimum of 21 youth are expected to participate. The youth will receive a stipend of \$8.38 per hour for 30 hours per week for seven (7) weeks. Based on student enrollment and interest, the Youth Summer Program will offer various work programs specified by RFP# 16-032.

**C-2 RESOLUTION AUTHORIZING THE PURCHASE OF A 2016 FORD PICKUP TRUCK WITH SNOW PLOW FROM BEYER FORD THROUGH STATE CONTRACT #A88727 FOR \$26,224.00.**

This Resolution authorizes the purchase of a 2016 Ford Pickup Truck F250XL, SRW, 4WD, Regular Cab, Manufacturer's Body Code: F2B with 600A package, including 8 ft. snow plow with Manufacturer's snow plow preparation with the specifications set forth in the bill of sale through State Contract #A88727 for a total amount of \$26,224.00, from Beyer Ford. N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment through State Contract. The truck will be utilized by the County's Department Public Works, Division Mosquito Control. CAF# 16-04346 was obtained to certify funds.

**C-3 RESOLUTION AUTHORIZING THE PURCHASE OF TWO 2017 FREIGHTLINER 108 SD DUMP TRUCKS FROM TRANSTECK, INC., FOR THE TOTAL AMOUNT OF \$287,800.00.**

This Resolution authorizes the purchase of two (2) 2017 Freightliner 108 SD single axle dump trucks with stainless steel body with a snow plow and tailgate spreader from Transteck, Inc, D/B/A Freightliner of Bridgeport, 400 Heron Drive, Swedesboro, NJ 08085. Each truck will cost \$143,900.00 resulting in a total purchase amount of 287,800.00. The trucks will be utilized by the County's Highway Department as per PD# 016-019. CAF #16-04583 has been obtained to certify funds.

**C-4 RESOLUTION AUTHORIZING THE PURCHASE OF A 2016 CHEVROLET TAHOE TRUCK FROM DAY CHEVROLET, INC. THROUGH STATE CONTRACT #A89938 FOR \$35,094.00.**

This Resolution authorizes the purchase of a 2016 Chevrolet Tahoe Truck PPV, 4WD, 9CI Manufacturers body code CK15706 with 1FL package with the specifications set forth in the bill of sale through State Contract #A89938 for a total amount of \$35,094.00, from Day Chevrolet, Inc. N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment through State Contract. The truck will be utilized by the County's EMS Department. CAF# 16-04351 was obtained to certify funds.

**DEPARTMENT OF EDUCATION**

**FREEHOLDER BARNES  
FREEHOLDER JEFFERSON**

**DEPARTMENT OF PARKS &  
LAND PRESERVATION**

**FREEHOLDER DIMARCO  
FREEHOLDER CHILA**

**E-1 RESOLUTION AUTHORIZING CONTRACTS WITH ADAMS, REHMANN & HEGGAN ASSOCIATES INC. AND REMINGTON & VERNICK ENGINEERS, FROM JUNE 16, 2016 TO JUNE 15, 2017 IN AN AMOUNT NOT TO EXCEED \$40,000.00 EACH.**

This Resolution authorizes contracts with Adams, Rehmann & Heggan Associates, Inc. and Remington & Vernick Engineers for the required environmental engineering services including, but not limited to, preliminary environmental assessments, soil sampling services, and follow up work as required for the open space preservation projects the County will be working on over the next twelve months, per RFP# 16-031. Based on the workload expected over the next year, which is expected to be approximately 20+/- specific projects for the Office of Land Preservation, it was determined that 2 vendors are required in order to ensure that these services can be completed in an expedient manner, and in order to meet certain required State submission dates. The selected vendors have been determined to be best suited for this task on the basis of consistent evaluation factors that were applied to all respondents, and were based on a combination of qualifications of staff, extent of similar engagements performed, relevance of workplan and personnel availability, and anticipated costs. Contract terms are from June 16, 2016 to June 15, 2017 in an amount not to exceed \$40,000.00 per contract.

**E-2 RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT FOR FARM PROPERTY OWNED BY JOSEPH P. NICHOLS AND VICTORIA A. NICHOLS FOR \$38,769.50.**

This Resolution authorizes the purchase of the development rights on properties in the Township of Franklin, known as Block 2801, Lot 48, owned by Joseph P. Nichols and Victoria A. Nichols, as per the application made to the Gloucester County Farmland Preservation Program by the same. This Resolution deals with the items necessary in order to commence settlement to acquire the development easements on the property (signing of the agreement of sale, deed of easement, etc.), which is expected to occur in the next month. The acquisition of the said development rights is based on a value of \$6,650.00 per acre, which was determined as per two appraisals completed by two State-certified appraisers. The property, which is 5.83 acres in size, is also eligible for an estimated 60% reimbursement from the State Agriculture Development Committee for the settlement costs in the County's next Farmland Preservation funding round. The cost of the associated appraisal services regarding the said acquisition was \$2,600.00 for Molinari and Associates and \$3,000.00 for R.W. Frankenfield Associates. This is the third property that the landowner will place in the Farmland Preservation Program, and it is contiguous to more than 600 acres of previously preserved farmland. CAF# 16-04523 was obtained to certify funds.

**DEPARTMENT OF BUILDINGS &  
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY  
FREEHOLDER DIMARCO**

**F-1 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH PEOPLE FOR ANIMALS, INC., IN AN AMOUNT NOT TO EXCEED \$35,000.00 PER YEAR.**

On August 19, 2015, pursuant to PD-15-009, the County awarded a five-year Contract to People for Animals, Inc. for the performance of veterinary spay/neuter services for adoptable dogs and cats impounded at the Animal Shelter. This resolution amends the Contract to set Vendor spay/neuter fees payable by the County at \$100 per dog and \$75 per cat, regardless of size or gender. This fee includes all age appropriate vaccinations and diagnostic testing in an amount not to exceed \$35,000.00 per year.

**F-2 RESOLUTION AUTHORIZING AWARD OF A SPLIT CONTRACT WITH COOPER ELECTRIC SUPPLY CO., INC. AND BILLOWS ELECTRIC SUPPLY, INC., IN AN AMOUNT NOT TO EXCEED \$40,000.00 PER VENDOR FROM JUNE 1, 2016 TO MAY 31, 2017.**

This Resolution authorizes award of a split contract with Cooper Electric Supply Co., Inc. and with Billows Electric Supply, Inc., for the supply and delivery of various electrical parts and supplies specified in PD-16-017, and as identified within each Vendor Contract. Each Contract is open-ended and authorized in an amount not to exceed \$40,000.00 per Vendor. Bid specifications also provide County with the option to extend the Contracts for one (1) two-year term or (2) one-year terms.

**F-3 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE BOARD OF EDUCATION OF THE SPECIAL SERVICES SCHOOL DISTRICT AND THE VOCATIONAL SCHOOL DISTRICT OF THE COUNTY OF GLOUCESTER FOR BUILDINGS AND GROUNDS SERVICES.**

This Resolution authorizes a Shared Services Agreement with the Board of Education of the Special Services School District and the Vocational School District of the County of Gloucester for the services of a Building and Grounds Supervisor for the GCIT and Bankbridge Schools from May 1, 2016 to April 30, 2026.

**F-4 RESOLUTION AUTHORIZING AN APPLICATION FOR THE U. S DEPARTMENT OF JUSTICE, OFFICE OF COMMUNITY ORIENTED POLICING SERVICES (COPS) HIRING PROGRAM GRANT TO HIRE SEVEN SHERIFF'S OFFICERS, IN THE TOTAL GRANT PROGRAM AMOUNT OF \$1,640,416.03, INCLUDING A LOCAL MATCH OF \$765,416.03, FROM OCTOBER 1, 2016 TO SEPTEMBER 30, 2019.**

This Resolution authorizes an application to the U.S. Department of Justice, Office of Community Oriented Policing Services for the (COPS) Hiring Program Grant in order to hire seven Sheriff's officers. The total grant amount is \$1,640,416.03, including a local match by the County of \$765,416.03 (federal share - \$875,000.00), for the period October 1, 2016 to September 30, 2019. The Office of Community Oriented Policing Services is the component of the U.S. Department of Justice responsible for advancing the practice of community policing by law enforcement agencies through information and grant resources.

**F-5 RESOLUTION AUTHORIZING AN AGREEMENT WITH ROWAN COLLEGE AT GLOUCESTER COUNTY FOR THE PURCHASE, STORAGE AND USE OF FIREARMS AND EQUIPMENT BY THE GLOUCESTER COUNTY SHERIFF.**

The Gloucester County Sheriff presently provides patrols by County Sheriff's Officers on the campuses of Rowan College at Gloucester County ("RCGC"), Gloucester County Institute of Technology and Gloucester County Special Services School District pursuant to a Shared Services Agreement with RCGC and the Board of Education of the Gloucester County Special Services School District and Vocational School District. This Resolution authorizes an agreement between the County and RCGC, whereby RCGC will provide \$15,000.00 to the Sheriff for the purchase and use of certain firearms and related equipment, to be utilized by the Sheriff's Officers as may be needed in the performance of their duties. The Sheriff will store the firearms and equipment at locations on all three campuses and will keep them there at all times,

except as may be needed in the event of a crisis or emergency that may occur off-campus in the general population. The Sheriff will retain ownership and possession of firearms at all times.

**DEPARTMENT OF HEALTH &  
HUMAN SERVICES**

**FREEHOLDER JEFFERSON  
FREEHOLDER BARNES**

**G-1 RESOLUTION AUTHORIZING EXECUTION OF GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF CHILDREN & FAMILIES, DIVISION OF FAMILY AND COMMUNITY PARTNERSHIPS FOR \$300,000.00 IN PREVENTION AND IN-HOME FAMILY PRESERVATION SERVICES FUNDING FROM JULY 1, 2016 TO JUNE 30, 2017.**

This grant in the amount of \$300,000.00 provided by the NJ Department of Children and Families, Division of Families and Partnerships will provide Prevention Services (Food, Rental Assistance, Mortgage Assistance, Utility Assistance, etc.) and In-Home Family Preservation services to eligible families of Gloucester County. The funding has been allocated to a 501(c)3 non-profit agency using a competitive contracting process (RFP# 013-034).

Old Business

New Business

Public portion (time limit of five (5) minutes per person, per public portion)

Adjournment

**MINUTES**

6:30 p.m. Wednesday, June 1, 2016

Call to Order

Salute to the flag

Open Public Meetings Statement

Roll Call

	Present	Absent
Chila	X	
Barnes	X	
Christy	X	
DiMarco	X	*arrived after approval of the 5/25/16 minutes
Simmons		X
Jefferson	X	
Damminger	X	

Changes to the Agenda

Approval of the regular meeting minutes from May 25, 2016.

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

Comments: N/A

49888 Proclamation recognizing June 4, 2016 as Tourette Syndrome Awareness Day (Jefferson) (PRESENTED)

49889 Proclamation in Honor of West Deptford High School, 1st Place Winner, 20th Annual Gloucester County Consumer Bowl (Barnes) (PRESENTED)

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

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER  
FREEHOLDER CHILA

**49890 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2016 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.**

- Culvert Repair and Replacement - Ogden Station Road And Parkville Station Road In West Deptford - \$350,000.00 - These funds will be used for the replacement and repairs of culvert 3-H-5 on Ogden Station Road CR648 in West Deptford as well as culvert 3-H-4 on Parkville Station Road CR656 in West Deptford.

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

Comments: N/A

**49891 RESOLUTION AUTHORIZING THE RETURN OF PROPERTY TO THE TOWNSHIP OF FRANKLIN DESIGNATED AS LOT 14, BLOCK 6602.**

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

Comments: N/A

**49892 RESOLUTION INCREASING THE CONTRACT WITH DELL MARKETING, LP BY \$75,000.00 RESULTING IN A NEW CONTRACT AMOUNT NOT TO EXCEED \$225,000.00 THROUGH STATE CONTRACT #A89967.**

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

Comments: N/A

**49893 RESOLUTION AUTHORIZING A CONTRACT WITH COMM SOLUTIONS FROM JULY 16, 2016 TO JULY 15, 2017 FOR \$19,150.44.**

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

Comments: N/A

DEPARTMENT OF PUBLIC SAFETY,  
VETERANS AFFAIRS & ELECTIONS

FREEHOLDER CHILA  
FREEHOLDER SIMMONS

**49894 RESOLUTION CONFIRMING THE AWARD OF EMERGENCY CONTRACT TO RAY ANGELINI, INC., IN THE TOTAL AMOUNT OF \$32,833.00.**

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

Comments: N/A

**49895 RESOLUTION AUTHORIZING A PURCHASE FROM CAROUSEL INDUSTRIES OF NORTH AMERICA, INC. THROUGH STATE CONTRACT #A80802, IN THE TOTAL AMOUNT OF \$25,321.00.**

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

Comments: N/A

**DEPARTMENT OF ECONOMIC DEVELOPMENT  
& PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER CHRISTY**

**49896 RESOLUTION AUTHORIZING THE PURCHASE OF A 2016 FORD F-350 TRUCK FROM WINNER FORD THROUGH STATE CONTRACT #A88758 FOR \$27,258.00.**

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

Comments: N/A

**49897 RESOLUTION AUTHORIZING THE PURCHASE OF A 2016 FORD CARGO VAN FROM DFFLM, LLC THROUGH STATE CONTRACT #A88211 FOR \$19,839.00.**

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

Comments: N/A

**49898 RESOLUTION AUTHORIZING THE PURCHASE OF THREE (3) 2016 FORD F-250 PICKUP TRUCKS FROM BEYER FORD THROUGH STATE CONTRACT #A88727 FOR \$75,878.00.**

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

Comments: N/A

**49899 RESOLUTION AUTHORIZING A CONTRACT WITH EAGLE EQUIPMENT, INC. FOR \$20,322.36.**

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

Comments: N/A

**49900 RESOLUTION AUTHORIZING CONTRACTS WITH CRAIG TESTING LABORATORIES, INC., PENNONI ASSOCIATES, INC., AND FRENCH & PARRELLO ASSOCIATES, PA, FROM JUNE 11, 2016 TO JUNE 10, 2017 IN AN AMOUNT NOT TO EXCEED \$30,000.00 FOR EACH CONTRACT.**

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

Comments: N/A

**49901 RESOLUTION AUTHORIZING CHANGE ORDER INCREASE #01 WITH ZONE STRIPING, INC.**

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

Comments: N/A

**49902 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE BOROUGH OF GLASSBORO.**

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

Comments: N/A

**49903 RESOLUTION CONSENTING TO THE PROPOSED WATER QUALITY MANAGEMENT (WQM) PLAN AMENDMENT ENTITLED BOUNDARY ESTATES.**

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

Comments: N/A

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

**49904 RESOLUTION AUTHORIZING THE PURCHASE OF FINGERPRINT CARD PRINTER FROM MORPHOTRAK, INC., THROUGH STATE CONTRACT#A81520 FOR \$39,103.55.**

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

Comments: N/A

**DEPARTMENT OF HEALTH & HUMAN SERVICES**

**FREEHOLDER JEFFERSON  
FREEHOLDER BARNES**

Old Business

New Business

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

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

Adjournment

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

Comments: N/A

Time: 6:50

# Gloucester County

# Board of Chosen Freeholders Proclamation

## RECOGNIZING RACHEL HALL FOR HER STRENGTH IN OVERCOMING A LIFE-THREATENING INJURY

**WHEREAS**, the 2016 Gloucester County Board of Chosen Freeholders would like to take time to recognize and honor **Rachel Hall** for her strength, courage and determination overcoming a life threatening injury on April 29, 2015; and

**WHEREAS**, following her education at Clearview Regional High School in 2011, Rachel Hall graduated cum laude with honors from Temple University in 2015 with a Bachelor in Liberal Arts, double majoring in Criminal Justice and Sociology. A leading lacrosse player for both Clearview and Temple, Rachel excelled on the field representing both institutions with advanced skill; and

**WHEREAS**, on April 29, 2015 while bike riding in North Philadelphia, Rachel was hit by a car and sustained a traumatic brain injury. She was placed on life support and given a 20 percent chance of survival. On May 8, 2015, while still on life support, her mother, Kathryn Hall, attended the Temple University graduation ceremony and accepted Rachel's diploma on her behalf. Over the next several weeks, Rachel fought back with strength and tenacity and in just four weeks after the accident, started a new challenge at Magee Rehabilitation Center. Rachel stated "People say I am determined, strong and have a positive attitude. I am not letting anything get in the way of me pursuing my goals." ;and

**WHEREAS**, in May 2016, **Rachel Hall** took the stage and accepted her own diploma at the Temple University graduation ceremony surround by her mother and father, Michael and Kathryn Hall, her younger brother, David, and extended family and friends; and

**WHEREAS**, Rachel's attitude is, "There are hard days, but even before this I was always a positive person. To me, there's no reason to get upset about something. There's no reason to look at the bad side of things." Rachel continues outpatient therapy at Independence Rehabilitation five days a week to pursue her next goal, reinstatement at the Washington DC Metropolitan Police Academy.

**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 **Rachel Hall** for her resilience, strong will and courage in focusing her efforts on the recovery process and ultimately overcoming this life threatening event.

**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 15<sup>th</sup> day of June, 2016.

\_\_\_\_\_  
Robert M. Damminger  
Freeholder Director

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

\_\_\_\_\_  
Lyman Barnes  
Freeholder

\_\_\_\_\_  
Daniel Christy  
Freeholder

\_\_\_\_\_  
Frank J. DiMarco  
Freeholder

\_\_\_\_\_  
James B. Jefferson  
Freeholder

\_\_\_\_\_  
Heather Simmons  
Freeholder

Attest:

\_\_\_\_\_  
Chad M. Bruner, Administrator / Clerk of the Board

**In Recognition Of  
Daniel Pastor**

**For Bravery and Life Saving Efforts on April 16, 2016**

WHEREAS, from time to time, it is the desire of the Board of Chosen Freeholders to pay special tribute to individuals who perform extraordinary acts of courage that are far beyond what is normally expected; and

WHEREAS, Daniel Pastor is a 5-year-old boy who, on April 16, 2016, was at home with his two-year-old sister and his Nanny, when the Nanny became ill and was rendered unconscious; and

WHEREAS, Daniel Pastor controlled his fears and had the presence of mind to call 911. Daniel was assisted by PST Scott Tucker, PST Rick Bellebuono, PST Kristine McGovern and PST Walt Woodward and together they coordinated their resources to bring the incident to a successful closure; and

WHEREAS, Daniel Pastor followed the instructions of the 911 personnel to allow access to the residence for the responding Police and EMS personnel; and

WHEREAS, Daniel Pastor, after a failed attempt because of his size to unlock/open an entry door of the home for the Police and EMS personnel, remained calm and focused when the Mantua Police had to force entry into the home; and

WHEREAS, Daniel Pastor continued to exhibit maturity beyond his 5 years which allowed EMS personnel to treat Daniel's Nanny at the scene and then transport her to the hospital; 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 honor and recognize Daniel Pastor for his outstanding courage and maturity in saving a life.**

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 15<sup>th</sup> day of June, 2016.

\_\_\_\_\_  
Robert M. Damminger  
Freeholder Director

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

\_\_\_\_\_  
Lyman Barnes  
Freeholder

\_\_\_\_\_  
Daniel Christy  
Freeholder

\_\_\_\_\_  
Frank J. DiMarco  
Freeholder

\_\_\_\_\_  
James B. Jefferson  
Freeholder

\_\_\_\_\_  
Heather Simmons  
Freeholder

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

# Gloucester County

# Board of Chosen Freeholders

# Proclamation

~ In Honor Of ~

## Dr. Jennifer Janofsky

For Outstanding Service and Dedication as Curator to the  
Red Bank Battlefield and the James & Ann Whitall House Historic Site

*WHEREAS, in 2013 the Gloucester County Parks & Recreation Department embarked on a unique partnership with Rowan University through the development of the Megan Giordano Fellowship Program. Dr. Jennifer Janofsky was shared with the Rowan University History Department as well as the Gloucester County Parks & Recreations Department as Curator to the Red Bank Battlefield and the Whitall House; and*

*WHEREAS, prior to being the Curator at the Whitall House, Dr. Janofsky had been the Instructor of Public History at Villanova University. Dr. Janofsky became familiar with the Red Bank Battlefield & the Whitall House Historic site her last semester at Villanova where her students' final project was an in-depth analysis of a historic site of their choosing. One of her students chose to explore the Red Bank / Whitall House site and throughout the semester the class became increasingly intrigued by this site; and*

*WHEREAS, Dr. Janofsky and students had fun exploring programming options, discussing tour strategies and techniques to give this gem a higher profile. It has a rich history, a beautiful landscape and a great story to share. They were thrilled to see the new web site they developed and it was the most engaging of the sites her students chose to explore; and*

*WHEREAS, Dr. Janofsky's experience as an historical consultant and as a site administrator has benefited Red Bank Battlefield/ Whitall House in a number of ways right from the beginning. She brought her experience in managing a tour staff, developed exhibits and interpretative strategies, engaged with the public through social media and brought a vision that came from over a decade of working in the field; and*

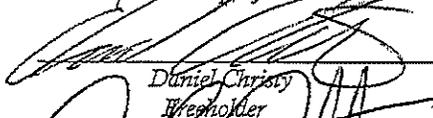
*WHEREAS, in the last three years Dr. Janofsky has secured the following significant grants: New Jersey Humanities Council for \$2,956, New Jersey Historical Commission for \$14,404 and the American Battlefield Protection Program for \$46,200. Through the American Battlefield Protection grant an archaeological survey was conducted and a cannon fragment dating back to the Revolutionary War was found. Since Dr. Janofsky's arrival in 2013, attendance at the Whitall House was over 27,000 visitors, an increase of 75%; 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 honor Dr. Jennifer Janofsky for her dedication and commitment to the Red Bank Battlefield and the James & Ann Whitall House, National Park, New Jersey.

*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 15<sup>th</sup> day of June, 2016.*



Giuseppe (Joe) Chila  
Freeholder Deputy Director

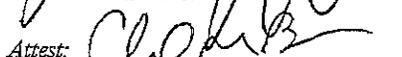


Daniel Christy  
Freeholder



James B. Jefferson  
Freeholder

Attest:



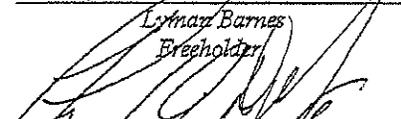
Chad M. Bruner, Administrator / Clerk of the Board



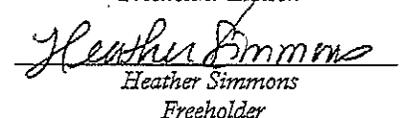
Robert M. Damminger  
Freeholder Director



Lyman Barnes  
Freeholder



Frank J. DiMarco  
Freeholder Liaison



Heather Simmons  
Freeholder

# Gloucester County

# Board of Chosen Freeholders Proclamation

PROCLAIMING MAY 1<sup>st</sup> – 7<sup>th</sup>, 2016 AS  
NATIONAL SMALL BUSINESS WEEK IN  
GLOUCESTER COUNTY

*WHEREAS, the President of the United States has issued a Proclamation celebrating National Small Business Week from May 1<sup>st</sup> – 7<sup>th</sup>, 2016; and*

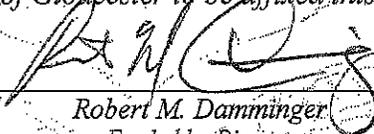
*WHEREAS, the U. S. Small Business Administration, established in 1953, provides financial, technical and management assistance to help Americans start, run and grow their businesses; and*

*WHEREAS, the Gloucester County Department of Economic Development has operated a Small Business Assistance and Counseling Center, established in 1989 by the Board of Chosen Freeholders of the County of Gloucester; and*

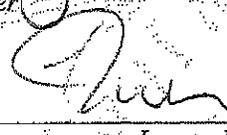
*WHEREAS, there are many new jobs created by small business throughout Gloucester County, the State of New Jersey and the United States of America, demonstrating that the small business community is an extremely important component of a healthy economy; and*

*NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2016 Gloucester County Board of Chosen Freeholders; Deputy Director Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson, and Heather Simmons, do hereby proclaim the week of May 1<sup>st</sup> – 7<sup>th</sup>, 2016 as National Small Business Week in Gloucester County, and urge all citizens to join us in recognizing the small businesses of our county and the important role they play in our communities.*

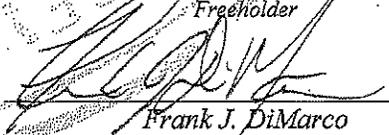
*IN WITNESS WHEREOF, the Board of Chosen Freeholders has caused these presents to be executed and the seal of the County of Gloucester to be affixed this 1<sup>st</sup> day of May, 2016.*

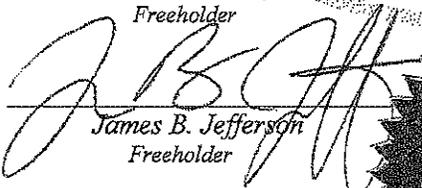
  
Robert M. Damminger  
Freeholder Director

  
Giuseppe (Joe) Chila  
Freeholder Deputy Director

  
Lyman Barnes  
Freeholder

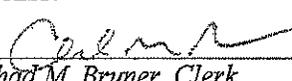
  
Daniel Christy  
Freeholder

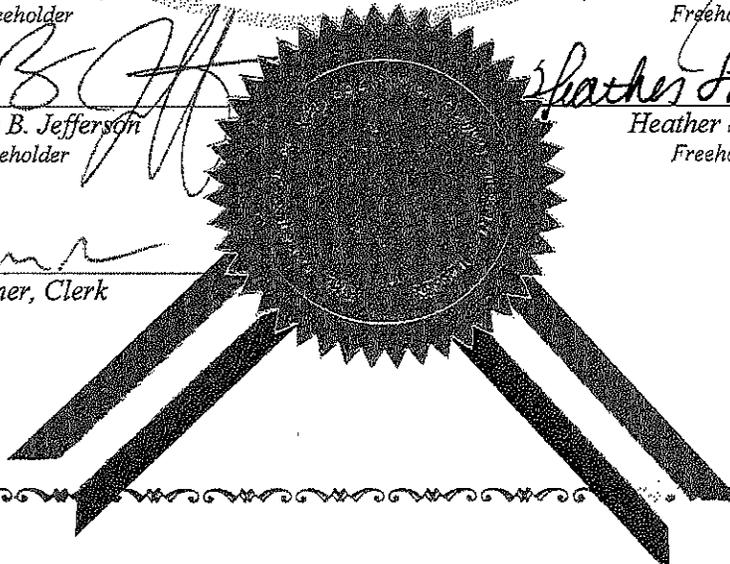
  
Frank J. DiMarco  
Freeholder

  
James B. Jefferson  
Freeholder

  
Heather Simmons  
Freeholder

ATTEST:

  
Chad M. Bruner, Clerk



# Gloucester County

# Board of Chosen Freeholders Proclamation

## DESIGNATING "JOAN HALTER - CPA" AS THE BEST "ACCOUNTANT" "THE BEST OF GLOUCESTER COUNTY 2016"

*WHEREAS, the Gloucester County Board of Chosen Freeholders wishes to support the growth of small businesses in Gloucester County; and*

*WHEREAS, the Gloucester County Office of Business and Economic Development has operated a small business assistance and counseling center, established in 1989 by the Board of Chosen Freeholders of the County of Gloucester; and*

*WHEREAS, the Office of Business and Economic Development in partnership with the Gloucester County Chamber of Commerce has sponsored a "Best of Gloucester County 2016" contest to encourage increased advertisement and goodwill for our County businesses; and*

*WHEREAS, the citizens of Gloucester County had the opportunity to express their support for their favorite small businesses in Gloucester County, including the category of "Accountant"; 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 proclaim that "Joan Halter - CPA" has been chosen for the best "Accountant" in Gloucester County.

**IN WITNESS WHEREOF,** the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 2<sup>nd</sup> day of June, 2016.



Robert M. Damminger  
Freeholder Director



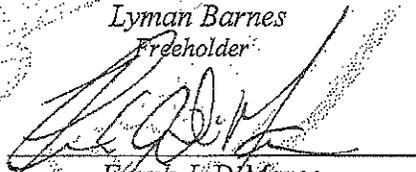
Giuseppe (Joe) Chila  
Freeholder Deputy Director



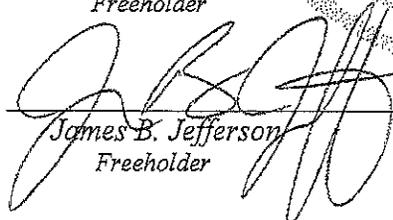
Lyman Barnes  
Freeholder



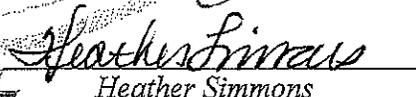
Daniel Christy  
Freeholder



Frank J. DiMarco  
Freeholder

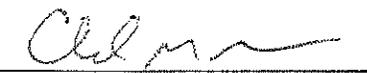


James B. Jefferson  
Freeholder

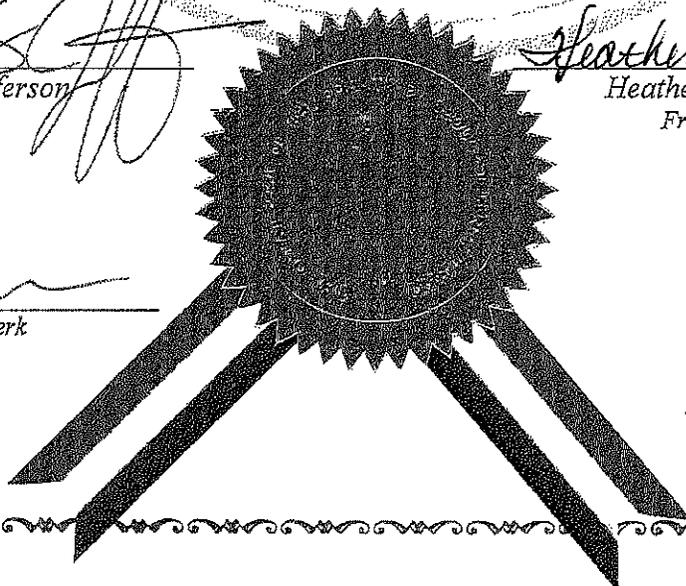


Heather Simmons  
Freeholder

Attest:



Chad M. Bruner, Clerk



A-1

**RESOLUTION AUTHORIZING A CLOSED SESSION TO DISCUSS THE STATUS OF AND POSSIBLE SETTLEMENT OF AARON SHEPPARD v. COUNTY OF GLOUCESTER, ET AL, CIVIL NO. 11-2398 AND NJDEP v. GLOUCESTER COUNTY (IONA LAKE DAM), NJ DAM FILE NO. 31-25**

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

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

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

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

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

1. The Board of Chosen Freeholders of the County of Gloucester shall hold a closed meeting, from which the public shall be excluded, on June 15, 2016;
2. The general nature of the subjects to be discussed at said closed meeting shall be the status of and possible settlement of the litigation matters entitled above;
3. The minutes of said closed meeting shall be made available for disclosure to the public, consistent with N.J.S.A. 10:4-13, when the items which are the subject of the closed session discussion are resolved and a reason for confidentiality no longer exists.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 15, 2016 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

A2

**RESOLUTION AUTHORIZING APPROVAL OF THE  
BILL LISTS FOR THE MONTH OF JUNE, 2016**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester has received and reviewed the Bill List for the County as prepared, reviewed and approved by the County Treasurer for the monthly period ending June 10, 2016; and

**WHEREAS**, the County Treasurer has received and reviewed the Bill List for the Division of Social Services, including daily payments made by the Division and Administrative payments to be issued, which List has been reviewed and approved by the Division of Social Services Finance Officer, the Division of Social Services Director and the County Treasurer, for the monthly period ending June 10, 2016.

**NOW, THEREFORE, BE IT RESOLVED** that the County's Bill List for the period ending June 10, 2016, as prepared, reviewed and approved by the County Treasurer is hereby approved by the Gloucester County Board of Chosen Freeholders, and said Treasurer is authorized to render payment to each vendor appearing on said list; and

**BE IT FURTHER RESOLVED** that the Division of Social Services' Bill List for the period ending June 10, 2016, as prepared, reviewed and approved by the Social Services Finance Officer, the Social Services Director and the County Treasurer, which List includes ratification of prior emergency payments made, is hereby approved and said Treasurer is authorized to render payment to each vendor appearing on said list.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 15, 2016, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

A-3

**RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2016 BUDGET PURSUANT TO N.J.S.A. 40A:4-87**

**WHEREAS**, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any County or Municipality when such item shall have been made available by law, and the amount thereof was not determined at the time of the adoption of the budget; and

**WHEREAS**, said Director may also approve the insertion of an item of appropriation for equal amount.

**NOW, THEREFORE, BE IT RESOLVED** that the County of Gloucester hereby requests the Director of the Division of Local Government Services approve the insertion of special items of revenue into the Gloucester County budget for the year 2016 as follows:

- (1) The sum of **\$391,915.00**, which item is now available as a revenue from the New Jersey Department of Health and Senior Services Gloucester County Municipal Alliance Program, to be appropriated under the caption of the New Jersey Department of Health and Senior Services Gloucester County Municipal Alliance Program - *Other Expenses*;
- (2) The sum of **\$10,798.00**, which item is now available as a revenue from the New Jersey Department of Health County Right to Know Program, to be appropriated under the caption of the New Jersey Department of Health County Right to Know Program - *Other Expenses*;
- (3) The sum of **\$58,461.00**, which item is now available as a revenue from the New Jersey Department of Human Services Peer Grouping, to be appropriated under the caption of the New Jersey Department of Human Services Peer Grouping - *Other Expenses*;
- (4) The sum of **\$175,130.00**, which item is now available as a revenue from the New Jersey Department of Health Special Child Health Case Management, to be appropriated under the caption of the New Jersey Department of Health Special Child Health Case Management - *Other Expenses*;
- (5) The sum of **\$164,944.00**, which item is now available as a revenue from the New Jersey Department of Environmental Protection Clean Communities Grant, to be appropriated under the caption of the New Jersey Department of Environmental Protection Clean Communities Grant - *Other Expenses*.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 15, 2016 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

A-4

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

**WHEREAS**, the Plaintiff, Storage Quest New Jersey LP C/O iStorage v. Washington Township, Docket Number 009196-2014, represented by Bruce J. Stavitsky, Esquire filed state tax appeals contesting the assessment on the subject property known as Block 81, Lot 2; and

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

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

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

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

**Block 81, Lot 2, Storage Quest New Jersey LP C/O iStorage v. Washington Township:**

<b>Tax Year</b>	<b>Original Assessment</b>	<b>Requested Tax Court Judgment</b>
2014	\$4,845,400	\$4,500,000
2017	\$4,845,400	\$4,300,000

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 15, 2016, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

A4

OFFICE OF COUNTY COUNSEL - COUNTY OF GLOUCESTER

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

STORAGE QUEST NEW JERSEY LP C/O iSTORAGE,  Plaintiff,  v.  WASHINGTON TOWNSHIP,  Defendant.	: TAX COURT OF NEW JERSEY : COUNTY OF GLOUCESTER : : Docket Nos.: 009196-2014 : : <i>Civil Action</i> : : Honorable Patrick DeAlmeida, P.J.T.C. : : <b>STIPULATION OF SETTLEMENT</b>
--	---

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

<b>Block</b> 81	<b>Lot</b> 2	<b>Unit Qualifier</b>
<b>Street Address</b> 469 Hurffville Crosskeys		<b>Year</b> 2014

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	\$ 514,900	N/A	\$ 514,900
Improvements	\$4,330,500		\$3,985,100
<b>Total</b>	<b>\$4,845,400</b>		<b>\$4,500,000</b>

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

<b>Block</b> 81	<b>Lot</b> 2	<b>Unit Qualifier</b>
<b>Street Address</b> 469 Hurffville Crosskeys		<b>Year</b> 2017

	<u>ORIGINAL ASSESSMENT</u>	<u>2017 ASSESSMENT</u>
Land	\$ 514,900	\$ 514,900
Improvements	\$4,330,500	\$3,785,100
Total	\$4,845,400	\$4,300,000

- The parties agree that there has been no change in value or municipal wide revaluation or reassessment adopted for the tax years 2015 and 2016, and therefore agree that the provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall be applicable to the assessment on the property referenced to herein for said Freeze Act year(s). No Freeze Act year(s) shall be the basis for application of the Freeze Act for any subsequent year(s).
- The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the Stipulation. The Office of Assessment has been consulted by the attorney for the Office of Assessment with respect to this settlement and has concurred.
- This agreement shall apply to any assignee, tenant and successor in interest of the subject property.
- Plaintiff shall not file an appeal for tax year 2016 for the subject property except to enforce this settlement.
- Any Counterclaims filed on behalf of Defendant be and are herein withdrawn.
- Based upon the foregoing, the undersigned represent to the Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.
- Taxpayer waives interest that may otherwise be payable pursuant to N.J.S.A. 54:3-27.2 and agrees to accept credits against future property taxes in lieu of any refund.

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

STAVITSKY & ASSOCIATES

Dated: \_\_\_\_\_

\_\_\_\_\_  
BRUCE J. STAVITSKY, ESQUIRE  
Attorney for Plaintiff

COUNTY OF GLOUCESTER

Dated: \_\_\_\_\_

\_\_\_\_\_  
ERIC M. CAMPO, ESQUIRE  
Attorney for Office of Assessment

Dated: \_\_\_\_\_

\_\_\_\_\_  
ROBYN GLOCKER-HAMMOND, CTA  
County Tax Assessor

Washington Township    Ass'd Value    Stipulation    Reduction    Total Tax Diff    County Tax Diff

B81 L2 Storage Quest

2014	\$ 4,845,400	\$ 4,500,000	\$ 345,400	\$11,215	\$2,259	**Gen Rate
2015	\$4,845,400	\$4,500,000	\$345,400	\$11,567	\$2,376	**Gen Rate
2016	\$4,845,400	\$4,500,000	\$345,400	\$11,567	\$2,376	** Gen Rate **Estimated

A-5

**RESOLUTION AUTHORIZING A CONTRACT WITH PENN BEHAVIORAL HEALTH  
CORPORATE SERVICES FROM JUNE 26, 2016 TO JUNE 25, 2017 IN AN AMOUNT  
NOT TO EXCEED \$25,000.00**

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

**WHEREAS**, the County requested proposals from interested providers and evaluated those proposals consistent with the County's fair and open procurement process pursuant to RFP #016-028; and

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

**WHEREAS**, the contract shall be for estimated units of service, in an amount not to exceed \$25,000.00. The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. Continuation of this contract beyond December 31, 2016 is conditioned upon the adoption of the 2017 Gloucester County Budget; and

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director of the Board is hereby authorized to execute and the Clerk of the Board to attest to the contract between the County of Gloucester and Penn Behavioral Health Corporate Services for the provision of professional employee assistance to benefit the employees of the County from June 26, 2016 to June 25, 2017, in an amount not to exceed \$25,000.00; and

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

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 15, 2016, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

A-5

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

**THIS CONTRACT** is made effective this 26<sup>th</sup> day of June, 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 **PENN BEHAVIORAL HEALTH CORPORATE SERVICES**, with offices at 3535 Market Street, 4<sup>th</sup> Floor, Philadelphia, PA 19104, hereinafter referred to as "**Vendor**".

**RECITALS**

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

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

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

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

**TERMS OF AGREEMENT**

1. **TERM.** This Contract shall be effective for a period of one year from June 26, 2016 to June 25, 2017.
2. **COMPENSATION.** Contract shall be for estimated units of service, in an amount not to exceed \$25,000.00.

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

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

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

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the County's RFP #016-028, and Vendor's responsive proposal, which are incorporated in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP #016-028, this contract shall prevail.

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

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in RFP #016-028, which is specifically referred to and incorporated herein by reference.

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

C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. The effective date of said termination shall not be less than thirty (30) days from the date of notice of such termination.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor, providing 30 day notice of termination to the Contractor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

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

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

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

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

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

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

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

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented. Any interruption of this contract by the County shall be made in writing to the Vendor immediately. The County shall be obligated to pay the Vendor for any services rendered by the Vendor until said notice is received by the Vendor from the County.

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

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP #016-028 issued by the County and Vendor's responsive proposal. Should there occur a conflict between this form of contract and the County's RFP #016-028, then this Contract shall prevail. If there should occur a conflict between this Contract or RFP #016-028 issued by the County and the Vendor's Proposal, then this Contract or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is effective as of this 26<sup>th</sup> day of June, 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:**

**PENN BEHAVIORAL HEALTH**  
**CORPORATE SERVICES**

\_\_\_\_\_  
**JANET FARRELL, SR. SALES**  
**REPRESENTATIVE**



# Penn Medicine

Penn Behavioral Health Corporate Services

May 13, 2016

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

Dear Mr. Mercanti,

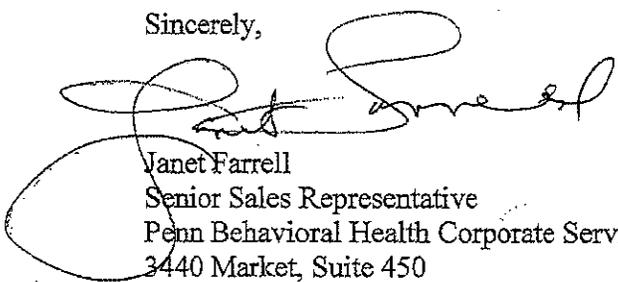
Thank you for the opportunity to provide an Employee Assistance proposal for your review. Since, 1996 Penn Behavioral Health Corporate Services has continued to be both a leader in our field and a highly respected member of the community. We have had great success working with a number of organizations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

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

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

We would welcome the opportunity as a finalist to present Penn Behavioral Health Corporate Services to the County of Gloucester's Evaluation Committee. In the meantime, please do not hesitate to contact me if you have any questions.

Sincerely,



Janet Farrell  
Senior Sales Representative  
Penn Behavioral Health Corporate Services  
3440 Market, Suite 450  
Philadelphia, PA 19104  
215.746.3085  
[janetfa@mail.med.upenn.edu](mailto:janetfa@mail.med.upenn.edu)

## IV. Pricing - EAP and Work-Life Services

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

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

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

### EAP Program Comprehensive Services:

#### Clinical Client-Oriented

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

#### Employer-Oriented

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

**BASIS OF AWARD**

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

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

**RFP-16-028 – EAP – University of Penn**

<b>EVALUATION FACTORS</b>		<b>SCORE</b>
<p>Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.</p>		
<p><b>A. Technical Proposal contains all required information</b>                      All required documentation submitted.</p> <p align="center"><u>5</u> points</p>	5	
<p><b>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u></b>  <u>25</u> points.</p> <p>Current provider. 20 years in the field. Staff qualifications clearly identified. Proposal makes general statement that all professional staff have an average of 10 years experience.</p>	25	
<p><b>C. <u>Relevance and Extent of Similar Engagements performed</u></b>  <u>25</u> points.</p> <p>Current Provider. Primarily Philadelphia government entities but has provided services to a few NJ government entities (City of Phila, Burlington County courts)</p>	24	
<p><b>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u></b>  <u>25</u> points.</p> <p>Current Provider. Located in Philadelphia. Proposal very thorough in describing how services will be delivered.</p>	25	
<p><b>E. Reasonableness of Cost Proposal</b>  <u>20</u> points.</p> <p>Vendor submitted .93 per Employee per Month.</p>	20	
<b>TOTALS</b>	99	

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**RESOLUTION AUTHORIZING A CONTRACT WITH SOFTWARE HOUSE INTERNATIONAL CORP. THROUGH VARIOUS STATE CONTRACT NUMBERS FROM JUNE 13, 2016 TO JUNE 12, 2017 IN AN AMOUNT NOT TO EXCEED \$100,000.00**

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

**WHEREAS**, the County of Gloucester (hereinafter the "County") has a need to purchase computer equipment and related services which is and will be needed by various departments; and

**WHEREAS**, it has been determined that the County can purchase the said computer equipment from Software House International Corp. ("SHI") located at 290 Davidson Avenue, Somerset, NJ 08873, in an amount not to exceed \$100,000.00 from June 13, 2016 to June 12, 2017 through State Contracts #A89851 (NJ software license and related services); A#89980 (Panasonic); A#40166 (Microsoft Corporation-laptops and tablets only); A#87720 (Cisco Systems); A#40121 (Lenovo); and A#89978 (Nimble Storage, Inc.); and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase computer equipment from June 13, 2016 to June 12, 2017 from Software House International in an amount not to exceed \$100,000.00, through State Contracts #A89851, A#89980, A#40166, A#87720, A#40121 and A#89978; and

**BE IT FURTHER RESOLVED**, before any purchase can 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, June 15, 2016 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**RESOLUTION APPOINTING A MEMBER TO THE  
PARK AND GOLF ADVISORY COUNCIL**

A7

**WHEREAS**, there has been established a Parks and Golf Advisory Council for the County of Gloucester; and

**WHEREAS**, the members serve at the pleasure of the Board.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the following person serve on the Council for a term ending December 31, 2016:

**EDWARD MUNIN**

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 15, 2016, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

Edward Munin

A7

[Redacted]

[Redacted]

Work History **June 2006 - present**  
Owner, The Frame Shop, Sewell, NJ 08080

Provide retail and wholesale custom framing to the public and corporations.

**August 1996- May 2006**  
Regional Vice President, MGA, Inc., Dothan, AL

Oversaw 89 retail video rental & purchasing stores in the Alabama area. Oversaw 6 District Managers and 450 employees. Controlled P&L for every store and implemented and enforced all company policies.

**December 1990 to June 1996**  
Training Store Manager, Blockbuster Video, Glassboro, NJ

In charge of training all employees for 12 stores in our region as well of running the Glassboro store. Opened new stores in New Jersey, Philadelphia, and Maryland. Controlled P&L to maintain profits at a high level.

Professional Accomplishments **Manager of the Year**  
▪ MGA 1996,98,2000-2006

**Best of Gloucester County for Picture Framing**  
▪ 2011-2015

**Gloucester County College Board of Trustees**  
▪ 1991 as Student Body President  
▪ 1992-1993 as Alumni Representative

**Zoning Board of Adjustments for Glassboro**  
▪ 1991-1994  
▪ 2013-present

**Glassboro Housing Authority**  
▪ 2014  
▪ 2015 Vice Chairman

Education Associates in Accounting  
Gloucester County College  
Sewell, NJ  
May 1991

References Available upon request.

A-8

**RESOLUTION REAPPOINTING MEMBERS TO THE BOARD OF EDUCATION OF THE SPECIAL SERVICES SCHOOL DISTRICT AND THE VOCATIONAL SCHOOL DISTRICT**

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

**WHEREAS**, there currently exists a vacancy for two (2) members; and

**WHEREAS**, the Board of Chosen Freeholders desires to fill said vacancies.

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

1. The County of Gloucester Board of Chosen Freeholders hereby authorizes the reappointments of **JOHN ROBINSON** and **DONNA RAGONESE** to three year terms which term shall commence immediately and shall terminate on June 30, 2019.

2. Said appointments are subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 15, 2016 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

▶ John S. Robinson, Jr.



**Objectives**

To obtain a position on the board of the Gloucester County Institute of Technology

**Education**

1988-1992 Williamstown High School, Williamstown, NJ

1990-1992 Institute of Technology, Sewell, NJ (Gloucester County Vo-Tech)

1993-1997 Thomas C. Ober Carpenters Apprentice Training Center, Hammonton, NJ

**Experience**

**Apprentice Carpenter** (July 1993 - July 1997)

Carpenters Local 393, Gloucester NJ

Learning all aspects of the Commercial Carpentry Trade

**Journeyman Carpenter** (July 1997-January 2011)

Carpenters Local 393, Gloucester, NJ

All facets of the Commercial Carpentry Trade

**Foreman**

- Assign carpenters their duty for the day.
- Interpret blue prints and layout job site
- Work with Customer and General Contractor
- Promote productivity and job harmony

**Shop Steward**

- File Steward Reports
- Check Dues Cards
- Attend Union Meetings
- Spot Contract Violations
- Check Subcontractors

#### Mentor

- Explain the demands of life in the construction industry.
- Made myself available for any apprentice that needed guidance.

#### **Council Representative** (January 2011-Present)

Northeast Regional Council of Carpenters, Edison, NJ

- Negotiate Collective Bargaining Agreements with employer.
- Dispatch Shop Stewards to employers
- Process grievances or disputes with employers
- Handle jurisdiction disputes with other trades.
- Police area jurisdiction.
- Sign up non-union contractors.
- Recruit and sign up workers in our trade.
- Place and direct picket lines where necessary.
- Maintain prevailing wage at union standards through survey and reports.

#### **President** (July 2012-Present)

Carpenters Local 255, Hammonton, NJ

- Maintain a well functioning executive committee.
- Assist members in filing wage claims, worker's compensation claims and unemployment and disability claims.
- Protect the local union against unfair labor practice charges.
- Develop an effective steward system.

#### Volunteer Activities

- Volunteered at local habitat for humanity projects.
- Volunteered at VFW Halls.

#### Political Activities

- Organized volunteer labor walks, phone banks, and literature drops for the Gloucester County Democratic Committee.

Donna L. Ragonese

A8



Lyman Barnes, Freeholder  
2 South Broad Street  
P. O. Box 337  
Woodbury, NJ 08096

Re: Gloucester County Special Services School District - Board

Dear Freeholder Barnes:

It is with great interest that I am forwarding my resume in consideration for re-appointment to the Gloucester County Special Services School District Board. I feel the first three years I've served on the board have been productive, and would appreciate consideration to be re-appointed for an additional term.

Thank you again for your consideration. I look forward to hearing from you with respect to my re-appointment. I am,

Sincerely yours,

A handwritten signature in cursive script that reads "Donna L. Ragonese".

Donna L. Ragonese

:dlr  
Encl:

**Donna L. Ragonese**



**OBJECTIVE** Gloucester County Special Services School District – Board member

**EDUCATION** Bachelor of Arts, Elementary Education December, 2001  
Bachelor of Arts, Sociology  
Teaching Certification  
Rowan University, Glassboro, NJ  
GPA - 3.8, Summa Cum Laude, Deans List

**EXPERIENCE**

Delsea Regional School District – Sept. 2002 to present –Language Arts Literacy – 8<sup>th</sup> grade.

Long Term Substitute - Upper Pittsgrove Elementary School – teaching 7<sup>th</sup> & 8<sup>th</sup> grade Math and Algebra

Substitute Teaching - Pleasant Valley Elementary School (January 2, 2002 to April 2, 2002)

Substitute Teaching- Aura Elementary School (Jan. 2000)

**HONORS**

- Department of Sociology Certificate of Merit for Academic Achievement, award recipient
- Kappa Delta Pi - International Honor Society in Education

**PROFESSIONAL GOALS** - Serious commitment to teaching profession as well as community service

**PROFESSIONAL DEVELOPMENT** – 1000 plus hours during the last ten years.

**COMMUNITY INVOLVEMENT** – Elk Township Democrat Club  
Gloucester County Committee  
Gloucester County Special Services School District, Board Member  
Gloucester County Library Commission

**References available upon request**

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B-1

**RESOLUTION AUTHORIZING THE OFFICE OF EMERGENCY RESPONSE TO ESTABLISH THE GLOUCESTER COUNTY INCIDENT MANAGEMENT TEAM TYPE IV**

**WHEREAS**, the President in Homeland Security Directive (HSPD)-5, directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which provides a consistent nationwide approach for Federal, State, Local, and Tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to and recover from domestic incidents regardless of cause, size or complexity; and

**WHEREAS**, Governor's Executive Order (EO) #50 has mandated that all Emergency Personnel be trained to the appropriate level of Incident Command System (ICS) Training based on role and responsibility on the incident/event and administrative code in New Jersey identifies those appropriate training levels; and

**WHEREAS**, the County of Gloucester recognizes the National Incident Management System (NIMS) as the County government's standard for Incident/Event Management; and

**WHEREAS**, the Gloucester County Fire Chiefs and Fire Officer's Association, the Gloucester County Police Chief's Association, and the Gloucester County Basic Life Support Administrator's endorse the creation of the Gloucester County Incident Management Team Type IV to assist State, County, and Local level governments upon request with on scene incident/event management activities including but not limited to the functions in ICS of Command, Operations, Logistics, Finance/Administration; and

**WHEREAS**, the Gloucester County Incident Management Team (IMT) type IV shall consist of an array of highly trained and educated individuals representing Police, Fire, EMS, OEM, and private industry representatives well versed in the NIMS and ICS to support and enhance local readiness, maintain first responder safety, and assist in the incident management process; and

**WHEREAS**, the Gloucester County Incident Management Team (IMT) Type IV has an established working group to address Standard Operation Guidelines, deployment, training and education would liaison directly with the County Office of Emergency Response.

**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 establishing the Gloucester County Incident Management Team (IMT) type IV by the Office of Emergency Response.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 15, 2016 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

B-2

**RESOLUTION EXTENDING THE CONTRACT WITH COOPER WILBERT VAULT CO., INC., FROM JULY 7, 2016 TO JULY 6, 2018, AT NO COST TO THE COUNTY**

**WHEREAS**, the County of Gloucester (hereinafter the "County") originally entered into a Contract on July 7, 2014 with Cooper Wilbert Vault Co., Inc. (hereinafter the "Vendor") for the provision of a backhoe operator for grave digging services for the Veterans Memorial Cemetery, as per PD-14-014, which Contract provided the County with the option to extend for one (1) two-year period or two (2) one-year periods; and

**WHEREAS**, the County's Department of Veteran Affairs has recommended exercising the option to extend the Contract for one (1) two-year period from July 7, 2016 to July 6, 2018, with services provided at no cost to the County; and

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

**WHEREAS**, this Contract extension does not require the County to make any purchase, as the costs of such services will be borne by the families of the deceased as per PD-14-014; therefore, no Certificate of Availability of Funds is required at this time.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the County does hereby exercise its option to extend the aforesaid Contract with Cooper Wilbert Vault Co., Inc. for the provision of a backhoe operator for grave digging services for the Veterans Memorial Cemetery for a two-year period from July 7, 2016 to July 6, 2018 at no cost to the County for services, as Vendor is compensated by the families of the deceased as per PD-14-014; and, that the County's Purchasing Agent is hereby directed to inform Cooper Wilbert Vault Co., Inc. of the extension.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 15, 2016 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

B-2  
6/9/2016

PD 014-014 Bid Opening 4/30/2014 10:00am		
Specifications for the Supplying and delivery of all labor and material for a backhoe operator for gravedigging services for the Veterans Memorial Cemetery, Williamstown NJ.		
	<b>VENDOR:</b> Cooper Wilbert Vault Co., Inc. 621 E. Atlantic Ave. Barrington, NJ 08007	
	Paul Cooper 856 547-8405 856 547-5454-fax	
<b>ITEM DESCRIPTION</b>		
Grave digging service fees:		
Monday thru Friday		
A) Standard Casket	\$400.00	
B) In ground Cremains	\$200.00	
<b>ADDITIONAL CHARGES</b>		
Saturday Charge after 12:00 PM	\$35.00	
Sunday or Holiday Charge;	\$80.00	
Charge for Greens	\$100.00	
Charge for Greens	\$0.00	
Charge for Tent Service and chairs	\$65.00	
Charge for lowering device	\$65.00	
Winter Charge to dig graves that have frost	No Charge	
Charge for placement of new markers	\$85.00	
Variations	None	
Bid Specifications Sent to	Prime Vendor Petryman Excavating City of Taylor	Construction Journal tendering Authority 400
Based upon the bids received, I recommend the bid be awarded to Cooper Vault Co, Inc as the lowest responsive, responsible bidder.		
		Sincerely,
		Robert J. McElhane
		Purchasing

C-1

**RESOLUTION AUTHORIZING A CONTRACT WITH THE GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY FROM JUNE 1, 2016 TO SEPTEMBER 1, 2017 IN AN AMOUNT NOT TO EXCEED \$91,000.00**

**WHEREAS**, the County of Gloucester County ("County"), a designated workforce area, pursuant to the Workforce Innovation and Opportunity Act of 2014, has the need to create employment activities for high school seniors ages 17-21 and requested proposals, via RFP #016-032 from interested providers; and

**WHEREAS**, this Contract is awarded pursuant to competitive contracting in lieu of public bidding pursuant to N.J.S.A. 40A:11-4.1 et. seq., with authorization from the Gloucester County Board of Chosen Freeholders by Resolution adopted May 19, 2010 and consistent with Gloucester County's fair and open procurement process and all applicable state statutes; and

**WHEREAS**, based on the established criteria it was concluded that Gloucester County Institute of Technology ("GCIT"), 1360 Tanyard Road, Sewell, New Jersey, 08080 made the most advantageous proposal; and

**WHEREAS**, the GCIT shall be responsible for providing summer employment, support and occupational training services for high school seniors ages 17-21 from June 1, 2016 to September 1, 2017, in an amount not to exceed \$91,000.00; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to a contract with the Gloucester County Institute of Technology for the provision of summer youth employment activities from June 1, 2016 to September 1, 2017 in an amount not to exceed \$91,000.00; and

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

**BE IT FURTHER RESOLVED**, before any purchase be made pursuant to the within award, a certification must be obtained from the 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, June 15, 2016 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

C-1

**CONTRACT BETWEEN  
GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY  
AND  
THE COUNTY OF GLOUCESTER**

**THIS CONTRACT** is made effective the 15<sup>th</sup> day of **June 2016** by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices located at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "County," and **GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY**, located at 1360 Tanyard Road, Sewell, New Jersey, 08080, hereinafter referred to as "Contractor".

**RECITALS**

**WHEREAS**, there exists a need for the County of Gloucester to contract for the provision of services for WIOA eligible youth within the County of Gloucester, as more particularly set forth in **RFP# 016-032**; and

**WHEREAS**, this Contract is awarded pursuant to competitive contracting in lieu of public bidding pursuant to N.J.S.A. 40A:11-4.1 et. seq., with authorization from the Gloucester County Board of Chosen Freeholders by Resolution adopted May 19, 2010 and consistent with Gloucester County's fair and open procurement process and all applicable state statutes; and

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

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

**TERMS OF AGREEMENT**

1. **TERM**. This Contract shall be effective for the period from June 1, 2016 to September 1, 2017.
2. **COMPENSATION**. Contract shall be for estimated units of service, in a contract amount not to exceed \$91,000.00, pursuant to the proposal submitted by the Contractor, therefore this contract is open ended, which does not obligate the County of Gloucester to make any purchase. Services will be billed at the rate cited 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.

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3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be in the County's RFP# 016-032, and Vendor's responsive proposal, which are incorporated in their entirety and made a part of this Contract and "Program Specifications" which is incorporated and made part of this Contract as Attachment A, together with any other specifications issued by the County in connection with this Contract. Should there occur a conflict between this form of contract and RFP# 016-032, this contract shall prevail.

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

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the 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 Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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. Applicant/Contractor shall comply with the following Federal Code/Regulations concerning the Environment:
- Sec. 306- Clean Air Act (42 USC 1857(h))
  - Sec. 508- Clean Water Act (33 USC 1368)
  - Environmental Protection Regs. 40CFR Part 15
  - Energy Policy and Conservation Act 89 Stat.891
19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.
20. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.
21. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
23. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP# 016-032 issued by the County of Gloucester and Vendor's responsive proposal. Should there occur a conflict between this form of contract and RFP# 016-032, then this contract shall prevail. If there should occur a conflict between this Contract or RFP# 016-032, then this Contract or the RFP, as the case may be, shall prevail.
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**THIS CONTRACT** is made effective the 15<sup>th</sup> day of June, 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:**

**GLOUCESTER COUNTY INSTITUTE  
OF TECHNOLOGY**

\_\_\_\_\_  
**MICHAEL C. DICKEN,**  
**SUPERINTENDENT**



BOARD OF  
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR  
**Robert M. Damminger**

To: The Board of Chosen Freeholders  
From: Peter Mercanti, Purchasing Director  
Date: June 10, 2016  
CC: RFP Committee Members  
Re: Request for Proposals, Competitive Contracting 016-032 for  
Youth Development System for Younger Youth/Older Youth



DEPARTMENT OF  
PURCHASING

**DIRECTOR**  
**Peter M. Mercanti**

PO Box 337  
Woodbury, NJ 08096

Phone 856.853.3420  
Fax 856.251.6777

[purchasing@co.gloucester.nj.us](mailto:purchasing@co.gloucester.nj.us)

[www.gloucestercountynj.gov](http://www.gloucestercountynj.gov)

The potential contract for the above mentioned service for the Gloucester County Department of Economic Development, Workforce Development Board was procured pursuant to N.J.S.A.40A:11-4.1(g) and N.J.A.C.5:34-4.1 et seq., *Competitive Contracting Request for Proposals*. The Gloucester County Freeholder Board issued a resolution authorizing the use of competitive contracting in this instance. This process has been administered by the County Purchasing Director, pursuant to N.J.S.A. 40A:11-4.3(b).

A county review committee was appointed, consisting of Peter Mercanti, Purchasing Director, Tom Bianco, Director, Economic Development, Michelle Shirey, Executive Director, Workforce Development Board and Brian Carey, Program Analyst. All committee members have been and remain familiar with the need for these services, and all committee members determined, prior to the evaluation procedure, that none were in any conflict or potential conflict of interest as defined by N.J.S.A. 40A:9-22.1 et seq.

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

The specifications set forth various expectations of the County, and included, pursuant to N.J.A.C.5:34-4.2, evaluation criteria upon which the vendors knew they would be judged. These included technical criteria, management criteria, and cost criteria, with sub-categories in each. The methodology included a point computation and was established so as to not unfairly or illegally discriminate against or exclude otherwise capable vendors.

On April 25, 2016 the specifications were advertised and on May 20, 2016 the request for proposals were opened. The County received one (1) proposal.

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

The Committee recommends that the award of contract be awarded to **Gloucester County Institute of Technology** for this service.

**SERVICE:**

**1. Gloucester County Institute of Technology:** The consensus of the committee was that Gloucester County Institute of Technology had demonstrated relevant experience, understands the service needed, has the capacity to accomplish the program and has documented reliability. The consensus was that the vendor had a good track record.

**Score: 22 points**

**COORDINATION:**

**2. Gloucester County Institute of Technology:** Consensus of the committee was that Gloucester County Institute of Technology has a working relationship with other county partners. They are award of services provided throughout the community and are able to connect customers to appropriate services.

**Score: 19 points**

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**CURRENT CLIENTS' SATISFACTION:**

**3. Gloucester County Institute of Technology:** County personnel involved with this provider in past projects indicated that the majority of customers were satisfied with services received. Negative feedback was minimal however taken seriously and addressed and corrected.

**Score: 26 points**

**GOALS, OBJECTIVES & METHODS:**

**4. Gloucester County Institute of Technology:** The proposal's planned program activities indicated that the vendor understood the services being requested by the RFP. The vendor understood the services needed to accomplish the overall goals and expected required outcomes. The vendor demonstrated the activities to be delivered to the participants in order to achieve appropriate results.

**Score: 37 points**

**BUDGET:**

**5. Gloucester County Institute of Technology:** The proposal's planned program activities indicated that the vendor understood the services being requested by the RFP. The detailed budget appeared to delineate the proper allotment of funds in order to satisfy the requirements.

**Score: 18 points**

**TOTAL: 91 points**

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CS

**RESOLUTION AUTHORIZING THE PURCHASE OF A 2016 FORD PICKUP TRUCK WITH SNOW PLOW FROM BEYER FORD THROUGH STATE CONTRACT #A88727 FOR \$26,224.00**

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

**WHEREAS**, the County of Gloucester (hereinafter the "County"), Department of Public Works, Division of Fleet Management, has a need for a new truck and will purchase a 2016 Ford F250XL pickup truck with an 8 foot snow plow for use by County Department's Public Works, Division of Mosquito Control with the specifications as set forth on the bill of sale (hereinafter the "truck"); and

**WHEREAS**, the County opts to purchase the specified truck from Beyer Ford located at 170 Ridgedale Avenue, Morristown, NJ 07962, for the total amount of \$26,224.00 through State authorized contract #A88727; and

**WHEREAS**, the Treasurer of the County has certified the availability of funds in the total amount of \$26,224.00 (Truck-\$22,750.00 / 8 foot snow plow-\$3,374.00) for the purchase pursuant to CAF# 16-04346 and it shall be charged against budget line item #6-01-26-315-001-20672.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent is authorized to purchase a 2016 Ford F250XL pickup truck with an 8 foot snow plow for use by County Department's Public Works, Division of Mosquito Control with features and specifications as set forth on the bill of sale for the total amount of \$26,224.00 through State authorized contract #A88727; and

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 15, 2016 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**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.** 16-04346

ORDER DATE: 05/24/16  
 REQUISITION NO: R6-04592  
 DELIVERY DATE:  
 STATE CONTRACT: A88727  
 ACCOUNT NUM:

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GLOUC.CO.FLEET MANAGEMENT  
 1200 N.DELSEA DRIVE  
 CLAYTON, NJ 08312  
 PHONE 856-468-2802

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BEYER FORD  
 170 RIDGEDALE AVENUE  
 MORRISTOWN, NJ 07962

VENDOR #: BEYER010

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	PW/Mosquito Control Division 2016 Ford Pickup truck F250XL SWR 4WD reg cab F2B with 600A package includes air conditining and 425 emissions 6 speed automatic transmission \$22,750. also include 8 ft snow plow - Meyer or Boss model LP8.0 or SD8.0 installer Monmouth Truck Equipment \$3,474.00	6-01-26-315-001-20672 Pick-up Trucks	26,224.0000	26,224.00
			TOTAL	26,224.00

**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**

*Nancy N. Yenduro*  
 TREASURER / CFO

*[Signature]*  
 PURCHASING DIRECTOR

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**

C-3

**RESOLUTION AUTHORIZING THE PURCHASE OF TWO 2017 FREIGHTLINER 108 SD DUMP TRUCKS FROM TRANSTECK, INC. FOR THE TOTAL AMOUNT OF \$287,800.00**

**WHEREAS**, the County of Gloucester's (hereinafter the "County") Department of Public Works, Division of Fleet Management, has the need for the supply of two (2) 2017 Freightliner 108 SD single axle dump trucks with stainless steel body with a snow plow and tailgate spreader to be utilized by the County's Highway Department to conduct County business; and

**WHEREAS**, after due notice and advertisement, the County received sealed bids on May 19, 2016, and after following the appropriate public bidding procedures, it was determined that Transteck, Inc. D/B/A Freightliner of Bridgeport, 400 Heron Drive, Swedesboro, NJ 08085, was the lowest responsive and responsible bidder to provide the trucks per bid specifications PD# 016-019. The bid is \$143,900.00 for each truck resulting in a total purchase amount of \$287,800.00; and

**WHEREAS**, the Treasurer of the County has certified the availability of funds in the total amount of \$287,800.00, for the purchase of two (2) trucks, pursuant to CAF# 16-04583 shall be charged against budget line item #C-04-16-019-315-19210.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the purchase of two (2) 2017 Freightliner dump trucks for use by the County's Highway Department is hereby authorized in accordance with the specifications promulgated by the County PD# 016-019 and the bid submitted by Transteck, Inc. D/B/A Freightliner of Bridgeport; and

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 15, 2016, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**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

16-04583

**NO.**

ORDER DATE: 06/02/16  
REQUISITION NO: R6-05091  
DELIVERY DATE:  
STATE CONTRACT: PD 016-019  
ACCOUNT NUM:

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GLOUC.CO.FLEET MANAGEMENT  
1200 N.DELSEA DRIVE  
CLAYTON, NJ 08312  
PHONE 856-468-2802

VENDOR #: TRANS060

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TRANSTECK, INC  
DBA-FREIGHTLINER OF BRIDGEPORT  
400 HERON DRIVE  
SWEDESBORO, NJ 08085

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
2.00	For the purchase of two(2) 2017 or newer Freightliner 108SD single axle dump trucks with stainless steel dump body with snow plow and tailgate spreader (or approved equal) for Public works Department Division of Fleet Management and existing units within the County as allowed through the County Contract Purchasing system numbers CL-01-GC & 16GLCP 2 @143,900.00 Total \$287,800.00  Delivery Date Approx 180 days ARO	C-04-16-019-315-19210 Heavy Equipment	143,900.0000	287,800.00
			TOTAL	287,800.00

**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 M. Bank*  
TREASURER / CFO

*[Signature]*  
PURCHASING DIRECTOR

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**

Bid Opening 05/19/2016 10:00am

**SPECIFICATIONS AND PROPOSAL FOR PURCHASE OF TWO (2) 2017 OR NEWER FREIGHTLINER 108 SD SINGLE AXLE DUMP TRUCKS WITH STAINLESS STEEL DUMP BODY WITH SNOW PLOW AND TAILGATE SPREADER (OR APPROVED EQUAL) FOR GLOUCESTER COUNTY PUBLIC WORKS DEPARTMENT DIVISION OF FLEET MANAGEMENT AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CL-01-GC & 16GLCP**

**VENDOR:**  
**TRANSTECK, INC., dba FREIGHTLINER OF BRIDGEPORT**  
 400 Heron Drive  
 Swedesboro, NJ 08085  
 George Stejgerwalt  
 856 491-4128  
 856 491-4129 FAX

ITEM	DESCRIPTION				
1	2017 FREIGHTLINER 108SD DUMP TRUCK (AS SPECIED)		\$143,900.00		
	TOTAL FOR 2		\$287,800.00		
	Variations: (if any)	NONE			
	Delivery Date	approximately 180 days ARO			
	Will you extend your prices to local government entities within the County	YES			
	Bid Specifications sent to:	Trius, Inc. H. A. DeHart & Son Intercon Truck Equipment	Swenson Spreader Onvia Brian Hoskins Ford		
	Based upon the bids received, I recommend Transteck dba Freightliner of Bridgeport be awarded the contract as the lowest responsive, responsible bidder.				
		Sincerely,			
		Kimberly Larter			
		Purchasing			

CH

**RESOLUTION AUTHORIZING THE PURCHASE OF A 2016 CHEVROLET TAHOE TRUCK FROM DAY CHEVROLET, INC. THROUGH STATE CONTRACT #A89938 FOR \$35,094.00**

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

**WHEREAS**, the County of Gloucester (hereinafter the "County"), Department of Public Works, Division of Fleet Management, has a need for a new truck and will purchase a 2016 Chevrolet Tahoe Truck for use by EMS Department with the specifications as set forth on the bill of sale (hereinafter the "truck"); and

**WHEREAS**, the County opts to purchase the specified truck from Day Chevrolet, Inc. located at 1600 Golden Mile Highway, Monroeville, PA 15146-2010, for the total amount of \$35,094.00 through State authorized contract #A89938; and

**WHEREAS**, the Treasurer of the County has certified the availability of funds in the total amount of \$35,094.00, for the purchase of the truck pursuant to CAF# 16-04351 and it shall be charged against budget line item #6-01-26-315-001-20672.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase a 2016 Chevrolet Tahoe Truck for use by EMS Department with features and specifications as set forth on the bill of sale for the total amount of \$35,094.00 through State authorized contract #A89938; and

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 15, 2016 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

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. 16-04351

ORDER DATE: 05/25/16  
REQUISITION NO: R6-04589  
DELIVERY DATE:  
STATE CONTRACT: A89938  
ACCOUNT NUM:

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GLOUC. CO. FLEET MANAGEMENT  
1200 N. DELSEA DRIVE  
CLAYTON, NJ 08312  
PHONE 856-468-2802

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VENDOR #: DAYCH010

DAY CHEVROLET INC.  
1600 GOLDEN MILE HWY  
MONROEVILLE, PA 15146-2010

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	EMS Department 2016 Chevrolet Tahoe PPV 4 WD 9C1 manufacturere's body code CK15706 with IFL package	6-01-26-315-001-20672 Pick-Up Trucks	35,094.0000	35,094.00
			TOTAL	35,094.00

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

*Nancy H. Lindner*  
TREASURER / CFO

*[Signature]*  
PURCHASING DIRECTOR

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

E-1

**RESOLUTION AUTHORIZING CONTRACTS WITH ADAMS, REHMANN & HEGGAN ASSOCIATES INC. AND REMINGTON & VERNICK ENGINEERS, FROM JUNE 16, 2016 TO JUNE 15, 2017 IN AN AMOUNT NOT TO EXCEED \$40,000.00 EACH**

**WHEREAS**, from time to time the County of Gloucester (hereinafter the "County") has a need for environmental engineering services including, but not limited to, preliminary environmental assessments, soil sampling services, and follow up work as required in land and/or development right acquisitions for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

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

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

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

- Adams, Rehmann & Heggan Associates Inc., 850 South White Horse Pike, Hammonton, NJ, 08037
- Remington & Vernick Engineers, 232 Kings Highway East, Haddonfield, NJ, 08033; and

**WHEREAS**, each contract would be for estimated services in an amount not to exceed \$40,000.00, as per RFP #016-031; and

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

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

1. That contracts for environmental engineering and related services for land and/or development right acquisitions by the County be awarded to: Rehmann & Heggan Associates Inc. and Remington & Vernick Engineers, as needed from June 16, 2016 to June 15, 2017, and each for an amount not to exceed \$40,000.00,
2. That the Director of the Board is hereby authorized the execute and the Clerk of the Board is hereby authorized to attest to the contracts for the aforementioned purpose on behalf of the County; and

**BE IT FURTHER RESOLVED** that before any purchase be made pursuant to the within awards, a certification must be obtained from the 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; and

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 15, 2016, Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

E-1

**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN THE COUNTY OF GLOUCESTER  
AND ADAMS, REHMANN & HEGGAN ASSOCIATES INC.**

**THIS CONTRACT** is made this 16<sup>th</sup> day of **June, 2016**, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **Adams, Rehmann & Heggan Associates Inc.**, with offices at 850 South White Horse Pike, Hammonton, NJ, 08037, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need by the County for the provision of environmental engineering services including, but not limited to, preliminary environmental assessments, soil sampling services, and follow up work as required for land and/or development right acquisitions being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

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

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

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

**TERMS OF AGREEMENT**

**1. COMMENCEMENT OF SERVICES.** Contractor shall commence services from June 16, 2016, to June 15, 2017, as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, Department of Public Works, or Legal Department.

**2. COMPENSATION.** Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated May 13, 2016 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") #016-031. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed \$40,000.00.

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

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

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

**3. DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in RFP #016-031, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP #016-031.

**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.** If the Contractor, or any of its subcontractors, is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall

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

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

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

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

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

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

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

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

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

**18. CONTRACT PARTS.** This Contract consists of this Contract document, RFP 16-031 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP #016-031, this Contract shall prevail. Should there occur a conflict between this Contract or RFP #016-031, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is dated this 16<sup>th</sup> day of June, 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.

**COUNTY OF GLOUCESTER**

**ATTEST:**

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

**BY:** \_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ADAMS, REHMANN & HEGGAN**  
**ASSOCIATES, INC.**

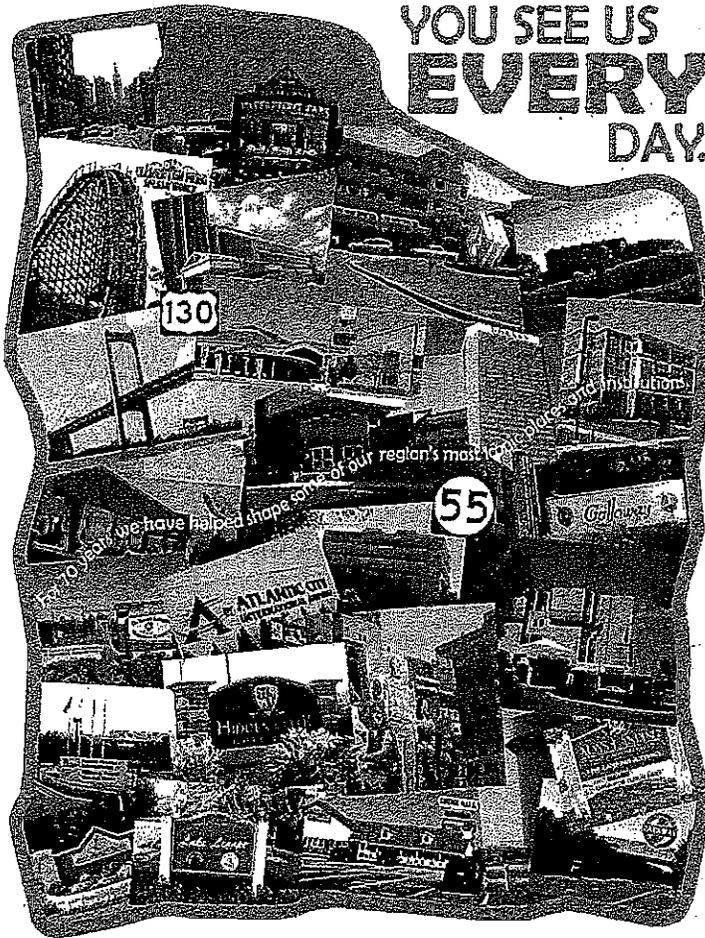
\_\_\_\_\_  
**BY:** \_\_\_\_\_  
**RICHARD REHMANN, PRESIDENT**

# arh

ENGINEERS  
SURVEYORS  
PLANNERS

# adams, rehmann & heggan<sup>arh</sup> associates, inc.

Atlantic City Race Course  
Walt Whitman Bridge  
Atlantic City International Airport  
Philadelphia International Airport  
Mercer County Justice Complex  
Princeton University Stadium  
Trenton Waterfront Park  
Hahnemann Hospital  
Temple University  
Garden State Parkway  
McGuire Air Force Base  
Lincoln Park Airport  
NE Philadelphia Airport  
Gloucester County Justice Complex  
New Jersey Turnpike  
Millville Motor Sports



Blue Heron Pines Golf Course  
Caesar's Palace  
12th and Filbert Parking Garage  
Bally's Hotel and Casino  
Horizon Business Park  
Merrill Lynch Corporate Campus  
Philadelphia Parx Casino  
Ritz Carlton Residence  
Showboat Casino and Hotel  
Sovereign Center Arena  
Atlantic City City Hall  
FAA William Hughes Technical Center  
Cumberland Co. Technical School  
Richard Stockton College  
The College of NJ Athletic Complex  
Miracle League Field of Dreams  
I-295/I-76/Route 42 Connection

County Of Gloucester  
Request for Proposals for RFP #16-031:  
**Environmental Engineering Services for Land and/or  
Development Rights Acquisitions for the Office of Land  
Preservation and/or other Unspecified County Projects**

Contact: Henry Weigel, PE, LSRP, Senior Project Engineer  
Phone: 609-561-0482 / Fax: 609-567-8909 / Email: hweig@arh-us.com  
850 South White Horse Pike, Hammonton, NJ 08037

May 13, 2015

COPY

## Section 5: Cost Proposal

### Cost Proposal

Vendors must indicate a price for their services based on the following conditions:

- Price for ONE preliminary environmental assessment on ONE property with a size of 50 acres: \$2,250.00 (vendor's price).

---

ARH proposes to perform a Preliminary Assessment (PA) for the given hypothetical property. The PA will be conducted pursuant to the State standards (NJAC 7:26E-3) and associated guidance. As applicable, the PA will be used as part of the submission requirements for the NJDEP Green Acres Program.

The dollar amount noted includes mileage and other reasonable out-of-pocket expenses and do not include work that is not specifically noted in the proposal, such as environmental sampling & analysis, meetings, testimony, etc. The proposal assumes our access to the site and all available relevant existing data concerning same.

If/ when appropriate, ARH is fully qualified/ prepared to conduct remedial activities in accordance with the State's *Technical Requirements for Site Remediation* (NJAC 7:26E). Obviously, a determination as to the need for such additional work would be made after the completion of the PA and environmental sampling & analysis conducted during a Site Investigation (SI). As such, the SI and any recommended remedial activities would be the subject of a separate proposal.

Additionally, no costs are provided for in the proposal to comply with the State's Site Remediation Reform Act (SRRA) with respect to the use of a licensed site remediation professional (LSRP) and the NJDEP reporting (and fees) associated with same. If/ when it becomes necessary to utilize the services of an LSRP on a site-by-site basis, ARH is prepared to utilize their in-house LSRP. However, the cost associated with the LSRP services will be considered outside the proposed scope and be the subject of a separate proposal/ authorization.

**BASIS OF AWARD**

(To be completed by County evaluation committee)

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

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

**RFP-16-031 Environmental Engineer – Land Pres – ARH**

EVALUATION FACTORS	SCORE
<p>Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.</p>	
<p>A. <u>Technical Proposal contains all required information</u> All required documentation submitted.</p> <p align="center">____ 5 ____ points</p>	5
<p>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u> ____ 25 ____ points.</p> <p>Past experience with staff on preservation projects. Experienced project team.</p>	23
<p>C. <u>Relevance and Extent of Similar Engagements performed</u> ____ 25 ____ points.</p> <p>Past Green Acres/open space projects w/County &amp; County municipalities listed.</p>	24
<p>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> ____ 25 ____ points.</p> <p>Plan meets all technical requirements. South Jersey office indicates good accessibility, ability to deliver services in a timely fashion, etc.</p>	23
<p>E. <u>Reasonableness of Cost Proposal</u> ____ 20 ____ points.</p> <p>2<sup>nd</sup> lowest respondent at \$2,250.00.</p>	20
<p><b>TOTALS</b></p>	<b>95</b>

**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN THE COUNTY OF GLOUCESTER  
AND REMINGTON & VERNICK ENGINEERS**

**THIS CONTRACT** is made this 16<sup>th</sup> day of **June, 2016**, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **Remington and Vernick Engineers**, with offices at 232 Kings Highway East, Haddonfield, NJ, 08033, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need by the County for the provision of environmental engineering services including, but not limited to, preliminary environmental assessments, soil sampling services, and follow up work as required for land and/or development right acquisitions being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

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

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

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

**TERMS OF AGREEMENT**

**1. COMMENCEMENT OF SERVICES.** Contractor shall commence services from June 16, 2016, to June 15, 2017, as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, Department of Public Works, or Legal Department.

**2. COMPENSATION.** Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated May 12, 2016 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") #016-031. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed \$40,000.00.

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

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

---

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

**3. DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in RFP #016-031, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP #016-031.

**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.** If the Contractor, or any of its subcontractors, is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall

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

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

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

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

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

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

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

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

**F.** Termination shall not operate to affect the validity of the indemnification provisions of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

**18. CONTRACT PARTS.** This Contract consists of this Contract document, RFP #016-031 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP #016-031, this Contract shall prevail. Should there occur a conflict between this Contract or RFP #016-031, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is dated this 16<sup>th</sup> day of June, 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.

**COUNTY OF GLOUCESTER**

**ATTEST:**

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

**BY:** \_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**REMINGTON & VERNICK ENGINEERS**

\_\_\_\_\_  
**BY:** \_\_\_\_\_  
**EDWARD VERNICK, PRESIDENT**

**SENIOR PRINCIPALS**

Edward Vernick, PE, CUE, President  
 R. Remington, PLS, PP, Vice President  
 Rafael D. Vena, PE, PR CME (deceased 2006)  
 Edward J. Walberg, PE, PR CME, CFI  
 Thomas F. Beach, PE, CME  
 Richard G. Arango, PE, CME

**PRINCIPALS**

Kim Wendell Bibbs, PE, CME  
 Marc DeBlasio, PE, PR CME, CPWA, CEF  
 Alan Dillenholz, PE, PR CME  
 Leonard A. Falola, PE, PR CME  
 Christopher J. Fazio, PE, CME  
 Terence Vogt, PE, PR CME  
 Dennis K. Yoder, PE, PR CME

**SENIOR ASSOCIATES**

Charles E. Adamson, PLS, AET  
 John J. Cantwell, PE, PR CME  
 Richard B. Czekanski, PE, CME, RCCE  
 Nina Hogan, PE, RA, CME, CPWA, LEED-AP  
 Kenneth C. Reesler, PE, CME  
 Frank J. Sancy, Jr., PE, PR CME, NBS  
 Gregory J. Sullivan, PE, PR CME, CEA

**EASE REPLY TO THE NOTED OFFICE**

Remington & Vernick Engineers  
 232 Kings Highway East  
 Haddonfield, NJ 08033  
 ☎ (856) 795-9595

Remington, Vernick  
& Vena Engineers  
 9 Allen Street  
 Toms River, NJ 08753  
 ☎ (732) 286-9220

3 Jocama Boulevard, Suite 300-400  
 Old Bridge, NJ 08857  
 ☎ (732) 955-8000

Remington, Vernick  
& Walberg Engineers  
 845 North Main Street  
 Pleasantville, NJ 08232  
 ☎ (609) 645-7110

4907 New Jersey Avenue  
 Wildwood City, NJ 08260  
 ☎ (609) 522-5150

Mellord Plaza I, Suite 400  
 16701 Mellord Boulevard  
 Bowie, MD 20715  
 ☎ (240) 544-5382

Remington, Vernick  
& Beach Engineers  
 922 Fayette Street  
 Conshohocken, PA 19428  
 ☎ (610) 940-1050

1000 Church Hill Road, Suite 220  
 Pittsburgh, PA 15205  
 ☎ (412) 263-2200

Univ. Office Plaza, Bellevue Building  
 262 Chapman Road, Suite 105  
 Newark, DE 19702  
 ☎ (302) 266-0212

Remington, Vernick  
& Arango Engineers  
 One Presidential Center, Lincoln Building  
 Suite 600, 101 Route 130,  
 Cinnaminson, NJ 08077  
 ☎ (856) 303-1245

300 Peachtree Avenue, 3rd Floor  
 Secaucus, NJ 07094  
 ☎ (201) 624-2137

May 12, 2016

County of Gloucester  
 Pete Mercanti, Purchasing Department Director  
 One N. Broad Street  
 Woodbury, NJ 08096

Subj: Request for Proposals – RFP # 16-031  
 Environmental Engineering Services For Land And/Or Development Right  
 Acquisitions For the Gloucester County Office Of Land Preservation And/Or Other  
 Unspecified County Projects, including But Not Limited To Preliminary  
 Environmental Assessments, Soil Sampling Services And Follow Up Work As  
 Required

Dear Mr. Mercanti:

REMINGTON & VERNICK ENGINEERS is pleased to submit this proposal to provide professional environmental services to Gloucester County. This proposal has been prepared in accordance with the specifications set forth in the County's RFP, dated May 2016. We have had the pleasure of serving the needs of this contract over the past year.

For ease of evaluation, each section correlates to the outline presented by the County in the RFP. The enclosed document will present our qualifications, staff and resources, references and the forms required from the RFP. We have proposed a team of professionals who are highly experienced in environmental engineering design and support services.

Our firm is highly experienced in all aspects of environmental site investigations. We have completed over 300 studies to date. Many of these projects have been performed for projects under the Green Acres Program. In addition, our firm has extensive experience in performing Phase I, II and III investigations conducted through State funding. Information is provided to further detail our firm's experience and capabilities in this area of engineering.

We hope the information contained herein deems us qualified to provide the environmental engineering services required under this contract. Should you have any questions or require additional information, please do not hesitate to contact Richard Czekanski, Senior Associate and Environmental Engineering Department Head, in our Haddonfield office at (856) 795-9595 extension 1068 or via email at Richard.Czekanski@RVE.com.

Sincerely,  
 REMINGTON & VERNICK ENGINEERS

By   
 Craig F. Remington, PLS, PP  
 Vice President

### E. Price of Services

Remington & Vernick Engineers will has provided our price of services below as required by the County's RFP.

Price for ONE preliminary environmental assessment on ONE property with a size of 50 acres: \$2,795.00

Title search work is included in this price.

Remington & Vernick Engineers has a registered Licensed Site Remediation Professional (LSRP) on-staff. We have provided a resume for our LSRP in Section 3 of our proposal detailing his education, experience and professional credentials.

Additionally, as previously mentioned, Remington & Vernick maintains 11 offices throughout the region, all of which are equipped with adequate resources to efficiently complete large-scale environmental projects.

Finally, Remington & Vernick Engineers understands all procedures are to follow the Historic Pesticide Contamination Task Force March 1999 Findings and Recommendations and/or any and all other required regulatory procedures.

**BASIS OF AWARD**

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

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

**RFP-16-031 Environmental Engineer – Land Pres – Remington & Vernick**

<b>EVALUATION FACTORS</b> 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.	<b>SCORE</b>
<b>A. <u>Technical Proposal contains all required information</u></b> All required documentation submitted.  <u>    5    </u> points	5
<b>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u></b>  <u>   25   </u> points. Past experience with staff on preservation projects. Experienced project team.	23
<b>C. <u>Relevance and Extent of Similar Engagements performed</u></b>  <u>   25   </u> points. Past Green Acres/open space projects w/County & County municipalities listed.	24
<b>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u></b>  <u>   25   </u> points. Plan meets all technical requirements. South Jersey office indicates good accessibility, ability to deliver services in a timely fashion, etc.	23
<b>E. <u>Reasonableness of Cost Proposal</u></b>  <u>   20   </u> points. 3 <sup>rd</sup> lowest respondent at \$2,795.00.	19
<b>TOTALS</b>	<b>94</b>

E-2

**RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS  
EASEMENT FOR FARM PROPERTY OWNED BY JOSEPH P. NICHOLS AND  
VICTORIA A. NICHOLS FOR \$38,769.50**

**WHEREAS**, the Gloucester County Agriculture Development Board (hereinafter the "Board") was previously established by the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "County") under and pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11, et seq., (hereinafter the "Act"), and the regulations promulgated thereunder at N.J.A.C. 2:76-5 et seq., (hereinafter the "Regulations"); and

**WHEREAS**, Joseph P. Nichols and Victoria A. Nichols, having presented themselves as the owners of the land and premises located in the Township of Franklin (hereinafter "Franklin"), and known as Block 2801, Lot 48, on the Official Tax Map of the Township of Franklin (hereinafter collectively the "Property"), which consists of approximately 5.83 acres; and made application to the County seeking to have the County purchase development easements in the Property; and

**WHEREAS**, Joseph P. Nichols and Victoria A. Nichols, as the owners of the Property, have indicated a willingness to execute a conditional Agreement of Sale to grant to the County development easements in the Property, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such an easement; and

**WHEREAS**, such development easements would ensure that the Property remains permanently preserved, and restricted to agriculture uses only, which has been determined to be for the public good; and

**WHEREAS**, the Property has been determined to qualify for the purchase of said easements under and pursuant to both the Act and Regulations, as well as the guidelines promulgated by the County as part of its Farmland Preservation Program; and

**WHEREAS**, the County would be providing the funds through its Farmland Preservation Program for the purchase of the said development easements in the Property in the amount of \$38,769.50, which is the total purchase price for same; and

**WHEREAS**, the Purchasing Agent for the County has certified the availability of funds in the amount of \$38,769.50, pursuant to CAF# 16-04523, which amount shall be charged against County budget line item T-03-08-509-372-20548; and

**WHEREAS**, the execution of a conditional Agreement of Sale by the County to purchase development easements in the Property has been determined to be in the best interests of the County, for the public good, and in furtherance of the purposes of the Act and Regulations.

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

1. The County be, and the same hereby is, authorized to acquire development easements in the farm premises owned by Joseph P. Nichols and Victoria A. Nichols, in the Township of Franklin, County of Gloucester, State of New Jersey for \$38,769.50; and
2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and Joseph P. Nichols and Victoria A. Nichols, in regard to the County's purchase of development easements in the farm premises known as Block 2801, Lot 48, in the Township of Franklin, County of Gloucester, State of New Jersey, be, and the same hereby is, approved; and the signing of same by the Freeholder Director or his designee, and the Clerk of the Board to attest to same; and
3. The Director of the Board is hereby authorized to execute and the Clerk of the Board, to attest to any other documents necessary to complete this transaction; and

4. The appropriate County representatives, including County Counsel, and any Assistant County Counsel, be, and the same hereby are, authorized to sign any and all documents necessary to complete closing of this transaction.

**ADOPTED** at the regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 15, 2016, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

ER

CONTRACT TO SELL DEVELOPMENT EASEMENT

\*\*\*\*\*

JOSEPH P. NICHOLS and VICTORIA A. NICHOLS

TO

THE COUNTY OF GLOUCESTER

\*\*\*\*\*

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CONTRACT TO SELL DEVELOPMENT EASEMENTS

Transaction Summary

SELLER: JOSEPH P. NICHOLS and VICTORIA A. NICHOLS, having an address of 628 Royal Avenue, Franklinville, NJ, 08322 (hereinafter referred to as the "Seller")

BUYER: THE COUNTY OF GLOUCESTER, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096 (hereinafter "Buyer")

PROPERTY: Lot 48, Block 2801, in the Township of Franklin, County of Gloucester, and State of New Jersey (hereinafter collectively the "Property")

END OF COMMITMENT PERIOD: At Closing.

PRICE PER ACRE: \$ 6,650.00      ASSUMED ACREAGE: Approximately 5.83 acres

ESTIMATED GROSS SALES PRICE: \$38,769.50

# OF RESIDENTIAL DWELLING SITE OPPORTUNITIES: NONE

# OF EXCEPTION AREAS: NONE

ATTACHMENTS TO CONTRACT: A - Deed of Easement - **yes**  
B - Conditions on Excepted Land - **no**  
C - Fuel Tank Disclosure - **yes**

**WITNESSETH:**

**WHEREAS**, Buyer is a body politic and corporate of the State of New Jersey which believes that the permanent preservation of lands devoted to agricultural use is in the public interest and benefits the citizens of Gloucester County and that the purchase of development rights to accomplish the preservation of said land is a worthwhile and prudent expenditure of public funds; and

**WHEREAS**, Buyer has promoted and funded the Gloucester County Farmland Preservation Program (hereinafter, the "Program"), which program makes monies available for the purchase of development rights and credits to properties in agricultural use in order to permanently restrict said properties to such use; and

**WHEREAS**, Seller has represented that it is the exclusive owner of the real property described in the Transaction Summary; and

**WHEREAS**, Seller is committed to the continued agricultural use of the Property and wishes to permanently preserve and restrict the Property to agricultural use for itself and Seller's heirs, executors, administrators, successors and assigns and for the public good; and

**WHEREAS**, Seller has applied to the Gloucester County Agriculture Development Board ("GCADB") to participate in the Program through the sale of the development rights to the Buyer; and

**WHEREAS**, Buyer may elect to accomplish this purchase in a manner that will give Buyer the opportunity to apply to the State Agriculture Development Committee (hereinafter, the "SADC") pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq. (hereinafter, the "Act") and the regulations adopted pursuant thereto or other State or other funding source in order to either secure supplemental funds to make this purchase or to recover a portion of the cost of this purchase; and

**WHEREAS**, Buyer has offered to purchase the development rights and credits and a development easement from the Property from Seller on certain conditions and Seller, by execution hereof, has accepted Buyer's offer; and

**WHEREAS**, Seller and Buyer wish to permanently preserve and restrict the Property to agricultural use for and in consideration of payment to be made by the Buyer in accordance with the terms and conditions stated in this agreement, each

agreeing that said permanent preservation shall occur and be effective upon Seller's execution of a deed of easement conveying the nonagricultural development rights and credits to the Property and a development easement to the Buyer;

**NOW, THEREFORE,** in consideration of the foregoing and of the benefits accruing to each, the parties agree to the following:

**1.0. Definitions.**

**"Agricultural use"** means the use of land for common farmsite activities including, but not limited to, production, harvesting, storage, grading, packaging, processing and the wholesale and retail marketing of crops, plants, animals and other related commodities and the use and application of techniques and methods of soil preparation and management, fertilization, weed, disease and pest control, disposal of farm waste, irrigation, drainage and water management and grazing and related activities.

**"Application processing costs"** means the costs incurred by Buyer in processing Seller's Application and Offer to Sell a Development Easement. Said costs include the cost of obtaining appraisals, a survey, title work and obtaining a letter of nonapplicability pursuant to the Industrial Site Recovery Act or Environmental Clean-up Responsibility Act.

**"Assumed Gross Acreage"** means the size of the Property, in acres, as reported to the Buyer by Seller in Seller's Application or as otherwise reported in the official tax map.

**"Closing"** means the date on which all conditions to the making of this purchase by Buyer have been satisfied; the Seller delivers the Deed to Buyer and buyer delivers the consideration to Seller.

**"Commitment Period"** means the period of time starting on the Effective Date and ending on the date stated in the Transaction Summary.

**"Consideration"** means the sum that is due to Seller as payment for Seller's execution and delivery of a Deed of Easement.

**"Development Credit"** means an instrument of development potential representative of the number of dwelling units or other designated development opportunities attributed or which might be attributed, currently or in the future, to the Property by a transfer-of-development-rights ordinance.

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**"Development Easement"** means an interest in land, less than fee simple absolute title thereto, allowing the owner to develop land for any nonagricultural purposes allowed by law.

**"Development Rights"** means the right to develop the Property in any way other than in accordance with the Deed of Easement to be executed by Seller.

**"Effective Date"** of this agreement shall be the sixth (6<sup>th</sup>) day following the day that both parties have executed this agreement.

**"Hazardous Substance"** means any substance, chemical or waste that is listed as hazardous, toxic or dangerous under any Federal or New Jersey law or regulation.

**"IRS"** means the Internal Revenue Service.

**"Like-Kind Exchange"** means a transaction structured with the intention of satisfying the conditions and requirements of section 1031(a)(1) of the Internal Revenue Code and the rules and regulations applicable thereto.

**"Non-County Funds"** means monies from any of the following:  
(a) the Municipality in which the Property is located; (b) the SADC; (c) the State Transfer of Development Rights Bank; or, (d) any other public or private entity which provides funds for the purpose of preserving agricultural lands.

**"Nonagricultural Development Rights"**: See Definition for Development Rights above.

**2.0. BUYER'S AND SELLER'S COMMITMENTS.** In accordance and compliance with the terms and conditions of this agreement, Seller agrees to sell and Buyer agrees to buy the Nonagricultural Development Rights and Development Credits appurtenant to the Property and a Development Easement in the Property. Seller agrees to execute a Deed of Easement making said conveyance to Buyer. Seller's commitment to sell and Buyer's commitment to purchase shall expire at the end of the Commitment Period, unless the parties agree otherwise.

**2.1 FORM OF DEED.** Attachment A hereto is the Deed of Easement form currently required to be used by the SADC. Seller agrees to sign a Deed of Easement containing the terms, conditions and restrictions which are contained in Attachment A, or such other modified Deed of Easement form that may be required by a provider of Non-County Funds which (a) has committed to provide all or a

portion of monies to be paid to Seller hereunder or (b) is a potential source of reimbursement of funds expended by Buyer to make this purchase. Seller shall not be required to sign an easement document which contains restrictions on use of the Property that are materially and substantially more burdensome than those contained in Attachment A.

**2.2. DOCUMENTS REQUIRED FOR SALE FROM SELLER.** At or prior to closing, Seller shall deliver a Deed of Easement, affidavits of title acceptable to County Counsel, and any other documentation required by Buyer, a Buyers title insurer. If Seller is a corporation or partnership, Seller shall provide appropriate resolutions or other documents authorizing this sale and execution of the Deed of Easement, and all appropriate documents by proper corporate officers or partners. Seller shall also deliver an incumbency certificate for the officer(s) signing the Deed; and all corporate or partnership documents that may be required by Buyer's title company. On delivery of this agreement, Seller shall also provide copies of Seller's formation documents, and reasonably satisfactory evidence that Seller has been duly organized and is validly subsisting.

**2.2.1 DOCUMENTS REQUIRED FOR SALE FROM BUYER.** At or prior to closing, Buyer shall deliver the following to Seller:

(a) The County's Resolution authorizing the purchase hereunder.

**2.3. SELLER'S CONDITIONAL.** During the Commitment Period Seller shall be entitled to rescind, cancel or terminate this Agreement. Subject to paragraph 4.2, and any other term or condition of this agreement, the Seller shall have the right to terminate this agreement if Buyer fails to close on or before the last day of the Commitment Period and such failure is not attributable to conduct of the Seller. If Seller elects to terminate, this agreement shall be null and void and the parties shall have no further rights or obligations hereunder.

**2.4. LIKE KIND EXCHANGE.** Seller may elect to accomplish this sale as part of a like-kind exchange transaction. Seller shall be solely responsible for selecting the exchange property and negotiating its purchase as well as for the preparation of all documents, forms and filings with respect to accomplishing such a transaction. Such an election shall not relieve or modify Seller's responsibility to perform pursuant to this agreement. The foregoing notwithstanding, nothing shall obligate Buyer to participate in a proposed like-kind exchange if any of the Buyer's advisors (attorneys, bond counsel, auditors or

accountants) counsel against Buyer's participation.

**2.5. LIKE KIND EXCHANGE ELECTION.** The Seller shall have sixty (60) days from the Effective Date of this agreement to investigate its interest in consummating this sale as part of a like-kind exchange. In the event that Seller fails to advise Buyer in writing by said date of Seller's desire the sales price shall be paid in accordance with the Buyer's policy concerning payment for farmland easement purchases. Seller shall also be obligated to report on the Property that Seller has identified for a like-kind exchange transaction within this said period.

**2.6. SELLER'S COSTS TO PERFORM.** Seller shall be responsible for retaining and compensating Seller's own expert advisors (including, but not limited to, attorneys, accountants and tax advisors) with respect to all matters pertaining to this transaction. Seller shall provide Buyer with the name, address and telephone number of each of Seller's advisors.

**2.7. NOTICE OF BUYER DISCLAIMER OF RESPONSIBILITY AND LIABILITY.** In paragraphs 2.7.1 and 2.7.2 Buyer is placing full responsibility on Seller to learn about and understand the tax consequences of this sale transaction. Seller is required to rely exclusively on Seller's advisers. Seller is not entitled to rely on the statements or opinions of Buyer, or Buyer's representatives.

**2.7.1. NO ASSURANCES AS TO TAX CONSEQUENCES.** Regardless of any statements or representations made by Buyer, or by representatives or consultants or contractors of Buyer, whether contemporaneous with or prior or subsequent to the parties' execution of this agreement, Buyer makes no assurances, promises or representations that the Internal Revenue Service, the State of New Jersey or any other agency or entity having the right or power to review the tax consequences of the sale contemplated by this agreement will consider and approve, acknowledge or accept the sale by Seller pursuant to this agreement as a transaction which entitles Seller to defer capital gains taxes or other taxes which might be due as a result of the sale contemplated herein.

**2.7.2. NO RELIANCE ON BUYER.** Seller shall not be entitled to rely on the opinions of Buyer, its staff, agents or employees or Buyer's advisers -- including Buyer's tax, legal and financial consultants -- with respect to any potential benefits that Seller might realize as a result of this transaction or as a result of Buyer's payment of the purchase price (or any part thereof) on an installment basis. Seller hereby acknowledges and agrees that Seller and Seller's successors, administrators, personal and

legal representatives and assigns shall have no claim against the Buyer, its officers, agents, servants and contractors for any damages or otherwise in the event that the tax consequences of this transaction are not as Seller expects.

**2.8. SELLER'S TITLE AND RIGHT OF ACCESS.** Responsibility for establishing Seller's title to the Property and Seller's legal right to access to it from a public road, including resolving any issues to Buyer's satisfaction, shall be Seller's. At closing Seller's title shall be marketable and insurable by the title insurance firm of Buyer's choice and Seller's right of access to the Property shall be established to the satisfaction of Buyer's legal counsel. A marketable title is one which is insurable by any title company authorized to do business in the State of New Jersey at regular rates.

If a defect in title is found in any portion of the Property, Seller shall make a good faith effort to resolve the defect. If the defect cannot be resolved, Buyer has the right to not accept that portion of the Property that cannot be delivered with good and marketable title. If Buyer does not accept any portion of the Property due to a defect in title, Seller will not be responsible for any costs associated with that portion of the Property.

**2.8.1. SUBORDINATION OF CLAIMS.** Unless the Transaction Summary in this agreement provides that a portion of the sales price is to be applied for the payment of encumbrances on, or claims against, the Property or Seller, Buyer shall not be required to pay more at closing than is reported in the said Transaction Summary. In the event there are any outstanding mortgage liens, tax obligations or any other encumbrances or claims against the Property or which might be asserted against the Property which will not be cancelled at or prior to closing, Buyer's performance pursuant to this agreement shall be contingent on the consent of all mortgagees and all other claimants against the Property to subordinate their claims to the Deed of Easement to be executed by Seller. The subordination shall be acceptable in all respects to Buyer, and to any provider of non-County funds.

**2.9. SELLER'S COVENANTS AS TO USE.** Seller's execution of this agreement shall constitute a certification and covenant to Buyer that no use of or on the Property that is not "agricultural" as defined in paragraph 1.0 has commenced since the time that Seller filed the application to sell a development easement to the Buyer. Seller further covenants, warrants and agrees that no new use of the Property that is not within the meaning of an "agricultural use" as defined in paragraph 1.0 shall be

commenced.

**2.10. SELLER'S ACTIONS PRIOR TO CLOSING.** Seller promises, covenants and agrees to take no action with respect to the Property that is detrimental to the Property's ability or capability of being put to agricultural use -- including, but not limited to, removing soil, rocks or any other earthen materials from the Property or allowing regulated wetlands conditions to develop -- unless the practice is a component of a soil conservation plan approved by the Natural Resource Conservation Service ("NRCS").

**2.11. SELLER'S COMMITMENT TO COOPERATE.** Seller promises, covenants and agrees to cooperate with Buyer and the Provider of non-County funds in processing, reviewing and considering all matters pertaining to the Buyer's application, regardless of whether the Provider of non-County funds is solicited by the Buyer prior or subsequent to purchasing an easement from Seller pursuant to this agreement. Seller agrees to sign such documents or forms which may be reasonably required by Buyer, and to provide access to the Property for inspection in order for Buyer to qualify for such funds. The commitment in this paragraph shall survive closing.

**2.12. ASSIGNMENT OF RIGHT OF OFFER TO SELL.** Seller acknowledges that a Provider of Non-County funds may require that the owner of Property interested in selling the development rights for the purpose of farmland preservation make an offer to sell said rights for a specified per-acre amount. Seller hereby agrees that until such time as Seller conveys an easement to Buyer pursuant to this agreement Buyer, as contract purchaser, shall have the right to make the offer to sell the development rights to the Property to the provider of said funds and Seller hereby assigns said right to Buyer. Seller further agrees to cooperate with Buyer in satisfying requirements of said provider for offers of sale. The amount offered by Buyer to sell shall have no effect on the purchase price to be paid pursuant to this agreement.

**2.13. HAZARDOUS SUBSTANCES ON THE PROPERTY.** By execution of this agreement, Seller certifies and warrants to Buyer the following:

- a. Seller has no knowledge that the Property was ever used for the manufacture, refining, transportation, treatment, storage, handling or disposing of hazardous substances or toxic wastes of any nature other than in connection with use that was in accordance with commonly accepted agricultural practices.

b. Seller has not placed any hazardous waste or hazardous substances on or under the Property, except in accordance with commonly accepted agricultural practices.

c. Seller has no knowledge that hazardous substances were ever spilled on or buried in the Property.

d. To Seller's knowledge there is neither an operating nor a closed landfill on the Property.

e. To Seller's knowledge there are no hazardous waste or hazardous substances on or under the Property other than that used in connection with agricultural use of the Property in accordance with commonly accepted agricultural practices.

f. Only those tanks described on Attachment C hereto are located on the Property.

g. To the best of Seller's knowledge, none of the tanks containing fuel or hazardous substance on the Property are leaking and all comply with current governmental regulations pertaining thereto.

Any exception(s) to the foregoing certifications shall be declared in writing by Seller, which document shall be attached to and incorporated in this agreement.

**2.13.1. INDUSTRIAL SITE RECOVERY ACT/ENVIRONMENTAL CLEANUP**

**RESPONSIBILITY ACT.** Unless Buyer waives the requirement, this agreement is contingent upon Buyer's receipt of a letter of nonapplicability from the New Jersey Department of Environmental Protection ("DEP") stating that the Property is not subject to the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. Seller agrees to cooperate in Buyer's application to the DEP. Buyer shall be responsible for the cost of said application.

**2.14. SEPTIC SYSTEM USE.** In the event that the Property is serviced by a septic system, Seller hereby promises, certifies, represents and warrants that only structures located on the Property are connected to or utilize the system.

**2.15. CONDEMNATION PROCEEDINGS.** Seller affirms and declares that no entity having the right to institute condemnation proceedings has done so as to all or any portion of the Property.

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**2.16. EXCLUSIVE AGREEMENT.** Seller affirms and certifies that no other agreement to sell all or any part of the Property or any interest in the Property to any other person, whether oral or written, has been made or executed and Seller has given no person an option to purchase all or any part of the Property or any interest in the Property.

**2.17. NO LITIGATION OR VIOLATIONS PENDING.** Seller hereby warrants and certifies that there are no judgments or proceedings pending in any court or before any governmental or regulatory board or agency which affect or may affect the Property. Seller further warrants and certifies that Seller has received no notice of violation of any statute, ordinance, rule, regulation or insurance requirement which has not been corrected, and Seller has no knowledge of any such violation.

**3.0. COMPENSATION TO SELLER.** In consideration of Seller's execution and delivery of a Deed of Easement conveying the Nonagricultural Development Rights and Development Credits and an easement to the Buyer, and execution and delivery of such other documents as Buyer deems necessary, Buyer shall pay Seller the per-acre amount stated in the Transaction Summary of this agreement. The estimated sales price stated in the Transaction Summary is based on the assumption that the Property to be subject to the easement is the size stated thereon. The actual amount of the purchase price shall be computed on the actual acreage determined by a survey of the Property obtained by the Buyer (see paragraph 5.0), subject to deductions and adjustments described in paragraph 3.1.

**3.1. COMPUTATION OF PURCHASE PRICE.** Computation of the payment to be made to Seller pursuant to paragraph 3.0 shall take into account any Residential Dwelling Site Opportunities ("RDSO") or Land Exceptions stated in the Transaction Summary. For purposes of computing the sum payable to Seller the number which is four times the per-acre value shall be deducted from the sum otherwise due Seller for each RDSO. The deduction for excepted acreage shall be the number which is the per-acre value attributed to the acreage of the land to be excepted.

In addition, computation of the sum payable shall be subject to the following terms and conditions:

- a. The acreage which will be restricted by the Deed of Easement shall not include acreage for (i) rights-of-way (or provision for constructing, widening or improving rights-of-way) along any Federal, State, County or Municipal roads which abut the Property;

(ii) facilities for the drainage of storm, ground or surface waters or improvements thereto required for the safety of the roads which abut the Property, as determined by the Buyer; (iii) improvements to road intersections which Buyer, the State or Municipality has identified as necessary and (iv) potential improvements to bridges or dams which abut the Property.

b. Computation of the amount payable shall not include acreage attributable to water bodies which are on the Property, or along a Property boundary.

c. The acreage on which payment will be based shall not include acreage of any portion of the Property which the Buyer's title insurer is unwilling to insure.

d. Buyer may elect to exclude from the acreage amount any or all portions of the Property to which Seller is unable to establish a legal right of access to the Buyer's satisfaction.

**3.2. PAYMENT OF PURCHASE PRICE.** Buyer shall pay the Purchase Price in accordance with the following:

a. The Seller shall be entitled to payment of the amount stated in the Transaction Summary of this agreement at closing, subject to any deductions and adjustments as provided in this agreement.

**3.3. EASEMENT EFFECTIVE AT CLOSING.** All restrictions on use of the Property imposed by the Deed of Easement shall be effective on closing. Seller and all persons who succeed to Seller's interest in the Property shall be obligated to comply with all terms and conditions of the Deed of Easement.

**4.0. TITLE INSURANCE.** The Buyer agrees to be responsible for the cost to insure Buyer's interest in the Property. Seller agrees to cooperate with the Buyer's title company and insurer, and to execute such documents as may be required to confirm Seller's title. The agreement of Buyer's title company to insure Buyer's interest in the Property shall be a precondition to closing.

**4.1. EVIDENCE OF SELLER'S TITLE.** Seller shall use its best efforts to provide Buyer with copies of any documents which evidence or confirm Seller's title to the Property which include, but are not limited to, copies of "marked up" title commitments and policies of title insurance. Said documents shall be

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provided within ten (10) days of the Effective Date of this agreement.

**4.2. ACTIONS NECESSARY TO PROVE SELLER'S TITLE.** The parties agree that Buyer has no responsibility whatsoever in taking any action needed to confirm or establish Seller's title. Buyer's title company shall not be liable for researching Seller's title beyond sixty (60) years prior to the current year. If Buyer's title company is unwilling to insure title to all or any portion of the Property on the basis of such a search, responsibility for establishing Seller's good title, and the costs incurred to do so, shall be on Seller.

**4.3. EXTENSION OF COMMITMENT PERIOD.** Seller and Buyer agree that the Commitment Period defined in the Transaction Summary of this agreement shall be extended for up to forty five (45) days if Buyer's title company encounters difficulty in confirming Seller's title to all or any portion of the Property.

**4.4. ENCUMBRANCES ON TITLE/PROPERTY'S SIZE.** The Buyer's offer to buy is made on the basis of its knowledge about the Property at the time this agreement is executed, including that the Property is the Assumed Acreage in size. The Buyer shall have the right to cancel this agreement, or to issue a new offer, in the event that the Property's size is not at least ninety percent (90%) of the Assumed Acreage, or is in some way significantly different from what was appraised, or if Seller's title is subject to restrictions on use, or to an easement which Buyer believes impacts on the value of the Property's development rights, or on the public need to make this purchase.

**4.5. SELLER'S PERFORMANCE REQUIRED NOTWITHSTANDING TITLE DISPUTE.** Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's title company and/or surveyor about the size of the Property owned by Seller. Buyer may elect, but is not required, to (a) extend the time for closing if Seller desires to establish Seller's good title to such portion of the Property deemed not insurable by the Buyer's title company or (b) complete the purchase for that portion of the Property that has been determined by Buyer's title company to be insurable at regular rates.

**5.0. SURVEY OF PROPERTY.** Seller agrees that as a condition to making this purchase, Buyer shall be entitled to obtain a survey of the Property by the surveyor of Buyer's choice, and at Buyer's expense. Seller agrees to cooperate with the surveyor in all respects. Execution of this agreement shall constitute Seller's authorization to Buyer's surveyors to enter upon the Property as

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necessary to complete the survey. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's surveyor about the boundaries of the Property. Seller shall be responsible for providing Buyer with a copy of any survey of the Property in Seller's possession within ten (10) days of the Effective Date.

**6.0. INSPECTIONS OF THE PROPERTY.** Representatives of the Buyer, the County of Gloucester, the GCADS, or the SADC, shall have the right to inspect the Property at any time prior to closing. In addition, Representatives of the Buyer, the County of Gloucester, the GCADB, or the SADC shall have the right to inspect the Property following Seller's execution of the Deed of Easement for the purpose of verifying that Seller is not in violation of any of the terms and conditions of this agreement or of the Deed of Easement. Absent special need therefor, all inspections shall be conducted during daylight hours and on twenty four (24) hours' advance notice to Seller.

**7.0. RISK OF LOSS.** Risk of loss or damage to the Property by fire or other cause prior to closing shall be and is assumed by the Seller. At its sole discretion the Buyer may elect to cancel this agreement or limit the area of the Property subject to this agreement in the event that the Property is substantially damaged or the potential for agricultural use of the Property is substantially impaired as a result of any occurrence between the date of this agreement and closing. Seller is required to advise the Buyer of any occurrence which results in loss of or damage to the Property or the impairment of the Property's availability or usability for agricultural purposes.

**7.1. CONDITION OF THE PROPERTY.** Seller hereby represents, warrants and certifies to Buyer that the Property is substantially and materially in the condition it was when Seller applied to the Program, and that Seller knows of no existing circumstance or condition which may impair agricultural use of the Property following closing.

**8.0. INDEMNIFICATION OF BUYER FOR HAZARDOUS CONDITION OF THE PROPERTY.** Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made by any parties that are involved in this transaction, judgments awarded, penalties assessed or orders entered, which now exist or which may subsequently exist of or pertaining to the discharge of hazardous substances from or onto the Property which discharges were determined to have occurred during Seller's period of ownership. Buyer's acceptance of a Deed of Easement from Seller conveying to Buyer the Nonagricultural Development Rights and

Credits and an easement to the Property and Buyer's payment to Seller therefor shall not constitute nor be deemed to be an assumption of liability for any hazardous substances on or discharges from the Property, regardless of whether said discharge occurred or occurs prior or subsequent to closing.

**8.1. INDEMNIFICATION OF BUYER FOR USE OF THE PROPERTY.** Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made, judgments awarded, penalties assessed or orders entered pertaining to (a) Seller's failure to comply with the terms and conditions of the Deed of Easement or (b) Seller's use of the Property in accordance with the Deed of Easement. Buyer's acceptance of the Deed of Easement shall not constitute an assumption of liability or responsibility for any damages or losses sustained by any person or entity as a result of Seller's use of the Property -- whether or not in conformity with the Deed of Easement.

**8.2. INDEMNIFICATION OF SELLER.** Buyer agrees to indemnify and hold Seller harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, for the defense of such claims and demands arising from the conduct of Buyer, its agents, employees, invitees, or licensees in connection with any of their activities in or about the Property. Seller shall promptly notify Buyer of the commencement of any claim, demand, action or proceeding.

**9.0 REDUCTION OF PROPERTY'S VALUE.** Seller acknowledges Seller's understanding that execution of the Deed of Easement and conveyance of the Property's nonagricultural Development Rights and Credits and an easement to Buyer may reduce the value of the Property. Seller agrees that acceptance of Buyer's payment to it, computed in accordance with paragraphs 3 and 3.1, shall constitute full and complete consideration for Seller's execution of the Deed of Easement. Seller acknowledges and agrees that Seller shall have no further claim for compensation for any loss in value of the Property that may occur subsequent to closing which may be attributable to this sale.

**10.0. USE OF PROPERTY AFTER SALE.** Neither Buyer nor Seller makes any warranty to the other that economic market conditions will continue to make agricultural use of the Property a viable or profitable choice. Seller understands, acknowledges and agrees that Seller's sale of the Property's Nonagricultural Development Rights and Credits and an easement to Buyer shall permanently and forever restrict the Property to agricultural use regardless of whether Seller or any other person is subsequently able to make profitable use of the Property so restricted and that Seller

shall have no claim for additional compensation from Buyer notwithstanding any inability to put or retain the Property for agricultural use.

**10.1. NO RELIEF FROM RESTRICTIONS.** No law, rule or regulation, whether Federal, State or local, shall relieve Seller or Seller's successors, heirs, assigns, personal or legal representatives or subsequent owners of the Property of the restrictions on the Property imposed by the Deed of Easement, provided however that nothing contained herein shall require the Buyer, their heirs and assigns to actively engage in agricultural use of the Property.

**11. DEFAULT BY SELLER.** Violation of any term or condition of this agreement by Seller shall constitute a default. "Default" includes, but is not limited to, the following actions by Seller:

(a) Seller advises Buyer that Seller does not intend to sell the Property's Nonagricultural Development Rights, Credits and an easement to Buyer.

(b) Seller violates or fails to comply with any material term of this agreement and fails to cure said default within five (5) days of the date of Buyer's demand upon Seller to do so. If Seller asserts that more than five (5) days are needed to cure a default, Seller shall so advise Buyer in writing and request such additional period as Seller believes necessary. Buyer shall agree to said additional period if the period to cure proposed by Seller is objectively reasonable; in no case, however, shall Seller be relieved from performance pursuant to this agreement if the period to cure extends beyond the Commitment Period.

(c) Seller fails to execute and deliver a Deed of Easement and all required supporting documentation on the date of closing scheduled in accordance with the terms of this agreement. Supporting documentation includes, but is not limited to, affidavit(s) of title acceptable to Buyer, and mortgage subordination agreements.

(d) Seller or any person acting on Seller's behalf has made a misrepresentation of material fact in the application or in or through any other written or oral communication with Buyer concerning the Property.

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(e) Seller commences a nonagricultural use on the Property.

(f) Seller fails to cooperate with Buyer, Buyer's title company, surveyor or Provider or potential provider of non-County funds in accomplishing this sale transaction.

**12. BUYER'S RIGHTS ON SELLER'S DEFAULT.** In the event that Seller defaults in any term, covenant, requirement or condition of this agreement, Buyer shall have the right to declare Seller in default, and take any of the following actions:

- a. sue for specific performance;
- b. cancel the agreement;
- c. require the Seller to pay Buyer all of the Application Processing Costs it has incurred after the date of this Agreement;
- d. require that Seller restore the Property to the condition it was in prior to the time that nonagricultural use activity commenced subsequent to the submissions of the Seller's application;
- e. reduce the amount payable pursuant to paragraph 3.0 by four times the easement value for each day and for each acre or part of any acre that soil or other earthen material is removed from the Property in violation of paragraph 2.11; and
- f. require Seller to replace soil removed from the Property in violation of paragraph 2.11 with topsoil approved as to quality by the NRCS.

**13. ENFORCEMENT OF AGREEMENT AND EASEMENT.** Buyer and Seller shall each have the right to enforce the terms of this agreement and the restrictions to be imposed on the Property contemplated by this agreement by any lawful means available. The parties hereby agree and consent to the jurisdiction of the Superior Court of New Jersey, Gloucester County vicinage, in any action brought by Buyer or Seller to enforce the terms of this agreement or the terms and conditions of the Deed of Easement.

**14. ASSIGNMENT OF AGREEMENT/TRANSFER OF PROPERTY.** Seller may not sell, transfer or convey the Property, in whole or in part, to any person unless the purchaser, transferee or assignee agrees

to comply with and perform in accordance with the terms of this agreement. Seller shall be responsible for providing a writing acceptable to Buyer in which Seller's transferee or assignee agrees to comply with and be bound by the terms of this agreement. Seller may not assign this agreement without the approval of the Buyer, which approval shall not be unreasonably withheld.

**15. REVIEW OF AGREEMENT BY SELLER'S ATTORNEY.** Seller may submit this agreement to an attorney for review. In the event that Seller fails to submit this agreement to an attorney for review, or if Seller's attorney neither disapproves nor requests modification to this agreement within five (5) business days of Seller's execution hereof, Seller shall be bound hereby. Seller shall be responsible for the cost of any attorney retained to represent or counsel Seller with respect to this matter.

**16. COMPLETE AGREEMENT.** This agreement is the entire and only agreement between Buyer and Seller and no other statements, promises or communications, whether written or oral, shall be effective to modify or supersede this agreement or any term herein. This agreement can only be changed by a writing signed by both Buyer and Seller.

**17. LOCATION OF CLOSING.** Closing shall be conducted at the offices of Gloucester County, or such other place specified by Buyer.

**18. TIME FOR CLOSING.** Buyer shall notify Seller when all preconditions to consummation of this sale have been satisfied, and Buyer is ready to schedule closing. Buyer and Seller shall establish a date for closing which is acceptable to both parties.

**18.1. DELAY IN CLOSING BY SELLER.** Seller's inability (except for objectively reasonable reasons) or unwillingness to close on the date for closing scheduled pursuant to paragraph 18, or failure to cooperate in scheduling a date for closing, shall constitute a breach of this agreement entitling Buyer to the remedies therefor set forth in paragraph 12.

**19. NO COLLUSION.** Seller hereby affirms that neither Seller nor any person on Seller's behalf has made or agreed to make any valuable gift, whether in the form of service, loan, thing or promise, to Buyer or to any employees, servants or agents of Buyer for the purpose of influencing Buyer to make this purchase. In the event that Seller's affirmation herein is untrue, Buyer shall have all rights on default described above as well as any other right that might be available to it under New Jersey law.

**20. NOTICES.** All notices to each party shall be made in writing delivered personally or by first-class, postage prepaid mailed to the other party at the addresses stated in the Transaction Summary in this agreement.

**21. SURVIVABILITY OF COVENANTS.** All covenants and agreements made by Seller in this Agreement are binding on Seller and on Seller's agents, attorneys-in-fact, heirs, administrators, executors, personal and legal representatives, successors and assigns and shall survive closing for the applicable statute of limitations period, measured from Buyer's discovery of a claim for Seller's violation of a covenant or agreement made herein. Buyer shall be entitled to record this agreement, or a Notice reporting the existence of this agreement.

**22. WAIVER OF BREACH.** The waiver of a breach of any provision of this agreement by Buyer or Buyer's failure to insist upon strict compliance with any term, covenant or conditions hereof shall not operate or be construed as a waiver of any subsequent breach. Delay in or failure of Buyer to declare Seller in breach of this agreement shall not operate or be construed as a waiver thereof.

**23. GOVERNING LAW.** This agreement shall be governed by and construed in accordance with New Jersey law, and shall be subject to the requirements of all applicable laws and regulations adopted by State or Federal Non-County Funding Sources. If any provision of this agreement shall be or become invalid under any law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

**24. PERSONS BOUND.** This agreement shall be binding on the parties and on their heirs, executors, administrators, personal or legal representatives, successors and assigns.

**25. SELLER ENTITY.** If Seller is a corporation or other business entity Seller warrants and certifies that it is duly formed and validly existing under New Jersey law. Seller has the full power, right and authority to enter into this agreement, to perform its obligations under this agreement, and to execute and deliver all documents required to be executed and delivered by Seller under this agreement. The person signing this agreement on behalf of Seller has the requisite power and authority to execute and deliver this agreement in the name of Seller and to create a binding obligation of Seller. Upon request, Seller shall deliver to Buyer such evidence and documentation as Buyer may reasonably require in order to verify the truth of the statements made in this Paragraph.

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26. **COUNTERPARTS.** This agreement may be signed in any number of counterparts, each of which shall be an original and all of which taken together shall constitute a single agreement, with the same effect as if the signatures thereto and hereto were upon the same instrument.

27. **CAPTIONS.** The captions contained in this agreement are for the convenience of the parties and do not in any way modify, amplify or give full notice of any of the provisions of this agreement.

28. **NUMBER AND GENDER.** For purposes of this agreement, the masculine shall be deemed to include the feminine and the neuter, and the singular shall be deemed to include the plural, and the plural the singular, as the context may require.

**IN WITNESS WHEREOF,** and intending to be legally bound hereby, the Seller has caused this agreement to be executed. If Seller, whether in whole or in part, is other than a natural person, the making and execution of this agreement has been properly authorized and effected.

**IN FURTHER WITNESS WHEREOF,** and intending to be legally bound thereby, the Buyer has caused this agreement to be executed by its duly authorized agents.

**SELLER:**

**BUYER:**

**COUNTY OF GLOUCESTER**

BY: \_\_\_\_\_  
**JOSEPH P. NICHOLS**

BY: \_\_\_\_\_  
**ROBERT M. DAMMINGER,**  
**FREEHOLDER DIRECTOR**

\_\_\_\_\_  
Social Security Number

BY: \_\_\_\_\_  
**VICTORIA A. NICHOLS**

\_\_\_\_\_  
Social Security Number



**CONTRACT TO SELL NONAGRICULTURAL DEVELOPMENT RIGHTS,  
DEVELOPMENT CREDITS AND A DEVELOPMENT EASEMENT**

**ATTACHMENT C - FUEL TANK DISCLOSURE**

We hereby certify that only the fuel tanks described below are located on, over or under the property which is the subject of this agreement of sale:

**Tank No. 1:**

Location:

Contents:

Purpose (use):

Age (in years):

**Tank No. 2:**

Location:

Contents:

Purpose (use):

Age (in years):

**Tank No. 3:**

Location:

Contents:

Purpose (use):

Age (in years):

**Use additional sheet(s) if more than three tanks are on the Property.**

---

All property owners must sign:

BY: \_\_\_\_\_  
JOSEPH P. NICHOLS

\_\_\_\_\_ Date

BY: \_\_\_\_\_  
VICTORIA A. NICHOLS

\_\_\_\_\_ Date

**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.** 16-04523

ORDER DATE: 05/31/16  
REQUISITION NO: R6-04929  
DELIVERY DATE:  
STATE CONTRACT:  
ACCOUNT NUM:

Pg 1

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GLOUC. CO LAND PRESERVATION  
1200 N. DELSEA DR.  
CLAYTON, NJ 08312  
856-307-6451

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WEST JERSEY TITLE AGENCY  
OF SALEM COUNTY, INC  
15 SOUTH MAIN STREET  
WOODSTOWN, NJ 08098

VENDOR #: WESTJ010

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Resolution authorizing the purchase of a development right easement and the signing of the agreement of sale for the farm property of Joseph P. and Victoria A. Nichols, Block 2801, Lot 48 in the Township of Franklin. This is based on a certified value of \$6,650.00 per acre for 5.83 acres for a total amount of \$38,769.50 for farmland preservation program.	T-03-08-509-372-20548 Farmland Preservation	38,769.5000	38,769.50
			TOTAL	38,769.50

CLAIMANT'S CERTIFICATION & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
<p>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.</p> <p><b>X</b></p> <p>VENDOR SIGN HERE _____ DATE _____</p> <p>TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____</p> <p><b>MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS</b></p>	<p>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.</p> <p>DEPARTMENT HEAD _____ DATE _____</p>	<p><b>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</b></p> <p><i>Nancy N. Gendron</i> TREASURER / CFO</p> <p><i>[Signature]</i> PURCHASING DIRECTOR</p>

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**

**LEGEND OF ACQUISITION**

**BLOCK 2801 LOT 48**

**PURPORTED OWNER:**

**PROJECT NAME:  
FEDERICK & AKIN, PA JOB NO.**

**VICTORIA & JOSEPH NICHOLS, III  
628 ROYAL AVE.  
FRANKLINVILLE, NJ 08382  
JOSEPH P. NICHOLS PROPERTIES  
16044**

**BLOCK  
LOT  
INTEREST  
ACRES**

**2801  
48  
100 %  
5.93 ACRES**

**SUBJECT TO  
ACRES OF EXCEPTION  
ACRES IN ROAD  
ACRES UNDER WATER**

**0.00 ACRES  
0.10 ACRES  
0.00 ACRES**

**MUNICIPALITY,  
COUNTY,**

**TOWNSHIP OF FRANKLIN  
GLoucester COUNTY**

**AREA SUMMARY**

**TOTAL ACRES ACQUIRING  
TOTAL EASEMENT AREA TO BE OBTAINED  
TOTAL AREA IN ROAD  
TOTAL AREA NJ CLAIM  
TOTAL AREA OVERLAP  
TOTAL AREA UNDER WATER  
TOTAL AREA CLOUDED TITLE  
TOTAL EXCEPTION AREA**

**5.93 ACRES  
5.83 ACRES  
0.10 ACRES  
0.00 ACRES  
0.00 ACRES  
0.00 ACRES  
0.00 ACRES  
0.00 ACRES**

*Robert W. Frankenfield Associates*

Real Estate Appraiser and Consultant

521 Middle Road

Hammonton, New Jersey 08037

Phone: 609-457-9570

Fax: 609-704-8665

October 14, 2015

Mr. Kenneth Atkinson, Director  
Farmland Preservation Program  
Gloucester County  
1200 North Delsea Drive  
Clayton, New Jersey 08312

Re: **Appraisal Report of Nichols Property**  
515 Royal Avenue, Block 2801, Lot 48  
Franklin Township, Gloucester County, NJ

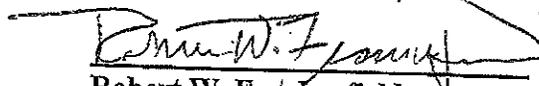
Dear Mr. Atkinson:

In accordance with your request for an appraisal of the market value of the above referenced property, I deliver to you a narrative report that describes my method of approach and contains data gathered in my investigation. Your particular attention is directed to the Assumptions and Limiting Conditions.

The purpose of this appraisal is to estimate the Market Value of a development easement, in fee simple, on the subject property, for the use of the County of Gloucester, per restrictions of the New Jersey Agriculture Retention and Program. The report is prepared according to the Uniform Standards of Professional Appraisal Practice (USPAP). In my opinion, the market value of the fee simple title to the property, as of September 24, 2015, is estimated at:

	<u>Per Acre</u>	<u>Total</u>
Estimate of Property Value, Before:	\$12,000.	\$72,000.
Estimate of Property Value, After:	\$ 5,000.	\$30,000.
Estimate of Development Easement Value:	\$ 7,000.	\$42,000.

Respectfully Submitted,



Robert W. Frankenfield  
SCGRE 42RG00061300

# Molinari & Associates, PC.

Harrison Professional Building  
14 Harrison Street, Suite 202  
Woodbury, NJ 08096

Phone: (856) 853-7622  
Fax: (856) 853-7627  
www.Molinari.us

December 22, 2015

Office of Land Preservation, County of Gloucester  
c/o Eric Agren  
1200 North Delsea Drive, Building A  
Clayton, NJ 08312

Re: Appraisal of the Nichols Farm  
515 Royal Avenue  
Block 2801 Lot 48  
Franklin Township  
Gloucester County, New Jersey

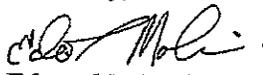
Dear Mr. Agren:

In accordance with your request, for an appraisal of the above referenced property, I respectfully submit the attached self-contained appraisal report. Based on our analysis, along with the assumptions and limiting conditions contained herein, it is our opinion that the market value of the Nichols Farm, as described herein, as of October 19, 2015 is as follows:

	<u>Per Acre</u>	<u>Total</u>
Before Easement	\$10,800	\$64,800
After Easement	\$ 4,500	\$27,000
Development Easement	\$ 6,300	\$37,800

The value reported above and herein reflects 6 acres of land only, as instructed by the SADC Appraisal Order Checklist. I thank you for the opportunity to provide this service to you. If you have any questions or requests, please do not hesitate to contact me.

Sincerely,

  
Edward T. Molinari

attachment

F-1

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH PEOPLE FOR ANIMALS, INC., IN AN AMOUNT NOT TO EXCEED \$35,000.00 PER YEAR**

**WHEREAS**, The Board of Chosen Freeholders of the County of Gloucester (hereinafter "County") adopted a Resolution on August 19, 2015, authorizing the execution of a five-year Contract between the County and People for Animals, Inc., 401 Hillside Avenue, Hillside, NJ 07205 (hereinafter "Vendor"), for spay/neuter services for adoptable dogs and cats impounded at the County Animal Shelter, for the period August 19, 2015 to August 18, 2020, as per specifications PD-15-009; and

**WHEREAS**, an amendment to this Contract is necessary to establish Vendor spay/neuter services fees payable by the County at \$100.00 per dog and \$75.00 per cat, regardless of size or gender of the animal; with such fees to include all age appropriate vaccinations and diagnostic testing such as heartworm and feline leukemia/aids testing. These fees will be paid in an amount not to exceed \$35,000.00 per year; and

**WHEREAS**, the Contract remains open-ended, for estimated units of services only, which does not obligate the County to make any purchase; so that no Certificate of Availability of Funds is required at this time; and

**WHEREAS**, all other terms and provisions of the original Contract are not amended and shall remain in full force and effect; and

**WHEREAS**, the continuation of the underlying Contract and amendment beyond December 31, 2016 is conditioned upon the approval of the 2017 and subsequent Gloucester County Budgets.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester, that the Freeholder Director be and is hereby authorized to execute and the Clerk of the Board to attest to the Amendment to Contract between the County and People for Animals, Inc. to establish spay/neuter services fees of \$100.00 per dog and \$75.00 per cat regardless of size or gender of the animal; with such fees to include all age appropriate vaccinations and diagnostic testing such as heartworm and feline leukemia/aids testing as per PD-15-009. Fees will be paid in an amount not to exceed \$35,000.00 per year; and

**BE IT FURTHER RESOLVED** before any purchase be made pursuant to the within award, a certification must be obtained from the County 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 meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 15, 2016 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

S-1

**AMENDMENT TO CONTRACT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
PEOPLE FOR ANIMALS, INC.**

**THIS** is an amendment to a certain Contract entered into on August 19, 2015 by and between **People for Animals, Inc.**, hereinafter referred to as “**Vendor**”, and the **County of Gloucester**, hereinafter referred to as “**County**”.

In further consideration for the mutual promises made by and between Vendor and County in the above-described Contract for spay/neuter services for adoptable dogs and cats impounded at the Gloucester County Animal Shelter, Vendor and County hereby agree to amend the Contract as follows:

**The Contract is amended to establish Vendor spay/neuter services fees payable by the County at \$100 per dog and \$75 per cat regardless of size or gender of the animal. Such compensation shall further include all age appropriate vaccinations and diagnostic testing such as heartworm and feline leukemia/aids testing. Total compensation to Vendor for named services shall not exceed \$35,000.00 per year.**

**This Amendment to Contract is conditioned upon acceptance.**

All other terms and provisions of the Contract that are consistent with this Amendment shall remain in full force and effect.

**THIS AMENDMENT** is effective as of the 15<sup>th</sup> day of **June, 2016**.

ATTEST:

COUNTY OF GLOUCESTER

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

\_\_\_\_\_  
**ROBERT M. DAMMINGER,  
DIRECTOR**

ATTEST:

PEOPLE FOR ANIMALS, INC.

\_\_\_\_\_  
**JANE GUILLAUME,  
EXECUTIVE DIRECTOR**

<p>PD 015-009 Bid Opening 2/20/2015 10:00am</p>			
<p><b>SPECIFICATIONS AND PROPOSAL FORMS FOR A QUALIFIED CONTRACTOR TO PERFORM VETERINARY SPAY/NEUTER SERVICES AT A COUNTY OWNED FACILITY FOR ADOPTABLE DOGS AND CATS IMPOUNDED BY THE COUNTY</b></p>	<p><b>VENDOR</b> People for Animals Inc. 401 Hillside Ave. Hillside, NJ 07205 Jane Guillaume Exec. Dir. 973 282-0890 Ext. 208 973 282-0894 Fax jane@pfaonline.org</p>	<p><b>VENDOR</b> Kristin Mcann DMV LLC 150 Love Lane Bridgeton, NJ 08302 Dr. Kristin McCann Owner 856 906-9201 856 939-0320 Fax kristinmccannidmv@gmail.com</p>	
<p><b>ITEM</b></p>	<p><b>DESCRIPTION</b></p>	<p><b>Lump Sum</b></p>	<p><b>Lump Sum</b></p>
<p>Monthly Use Fee For Facility</p>	<p>Due to liability concerns PFA will provide the following: Anesthesia Machines (\$1,800-\$2,000 Each) Breathing circuits, oxygen delivery system equip, including low-flow alarms (\$2,500) pulse ox monitors (\$650 each) large capacity autoclave (\$6,500 re manufactured and annual equipment inspection/maintenance contracts for these items (\$450/Month) anesthiawaste gas scavenger system (\$850) The County will provide all other equipment as stated in bid</p>	<p>\$600.00</p>	<p>\$150.00</p>
<p>VARIATIONS</p>	<p>Acceptance of the contract should PFA be awarded this bid, will be contingent upon PFA Board approval</p>	<p>NA</p>	<p>NA</p>
<p>Will you extend your prices to local government entities within the County</p>	<p>Prime Vendor CSTAR Animal Care</p>	<p>NA</p>	<p>Stacie Toppin Society to Protect Animals</p>
<p>Bid specifications sent to:</p>	<p>The period of this Concession Contract shall be for five (5) years from date of award.</p>		
<p>Based upon the bids received, I recommend People for Animals Inc. be awarded a contract as the highest, responsive, responsible bidder.</p>	<p>Sincerely,</p>		<p>Robert J. McErlane Purchasing</p>

F-2

**RESOLUTION AUTHORIZING AWARD OF A SPLIT CONTRACT WITH COOPER ELECTRIC SUPPLY CO., INC. AND BILLOWS ELECTRIC SUPPLY, INC., IN AN AMOUNT NOT TO EXCEED \$40,000.00 PER VENDOR FROM JUNE 1, 2016 TO MAY 31, 2017**

**WHEREAS**, there exists a need for the County of Gloucester to contract for the supply and delivery of various electrical parts and supplies for use at any of its buildings or sites; and

**WHEREAS**, the County, after due notice and advertisement, received sealed bids for the supply and delivery of such electrical parts and supplies, as set forth in PD-16-017; which bids were publicly received and opened on April 29, 2016; and

**WHEREAS**, after following proper public bidding procedure, it was determined that Cooper Electric Supply Co., Inc., 3477 Route 9 North, Freehold, NJ 07728, was one of the two lowest responsive and responsible bidders to provide electrical parts and supplies specified as line item numbers 1-4, 6, 12-17, 19-26, 28, 29, 39-42, 44-50, 52, 56-58, 62-63, 65-79, 81, 83-84, 86-88, 92, 95, 97-100, 105-114, 118-133, 136-149, 151-156, 159-160, 162-165, 168-173, 175-178, and 180-181, under PD-16-017, in a Contract amount not to exceed \$40,000.00 for the term of the Contract, with the County having the option to extend for one (1) two-year term, or two (2) one-year terms as per the bid specifications; and

**WHEREAS**, after following proper public bidding procedure, it was determined that Billows Electric Supply, Inc., 506 White Horse Pike, Haddon Heights, NJ 08035, was one of the two lowest responsive and responsible bidders to provide electrical parts and supplies specified as line item numbers 5, 7-11, 18, 27, 30-38, 43, 51, 53-55, 59-61, 64, 80, 82, 85, 89-91, 93-94, 96, 101-104, 115-117, 134-135, 150, 157-158, 161, 166-167, 174, 179, and 182, under PD-16-017, in a Contract amount not to exceed \$40,000.00, with the County having the option to extend for one (1) two-year term, or two (2) one-year terms as per the bid specifications; and

**WHEREAS**, each Contract shall be for the purchase of estimated quantities of products, in an amount not to exceed \$40,000.00. As such, these Contracts are open-ended, and do not obligate the County to make any purchase; therefore, no Certificate of Availability of Funds is required at this time. Continuation of the Contracts beyond December 31, 2016 is conditioned upon approval of the 2017 Gloucester County Budget.

**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 to attest to the execution of Contracts with Cooper Electric Supply Co., Inc. and Billows Electric Supply, Inc., for the supply and delivery of various electrical parts and supplies, per bid specifications PD-16-017, in an amount not to exceed \$40,000.00 per vendor from June 1, 2016 to May 31, 2017; and

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 15, 2016 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

fr

**CONTRACT BETWEEN  
THE COUNTY OF GLOUCESTER  
AND  
COOPER ELECTRIC SUPPLY CO., INC.**

**THIS CONTRACT** is made effective the 1<sup>st</sup> day of June, 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 **COOPER ELECTRIC SUPPLY CO., INC.**, with offices at 3477 Route 9 North, Freehold, New Jersey 07728, hereinafter referred to as "**Vendor**."

**RECITALS**

**WHEREAS**, there exists a need for the County of Gloucester to contract for the supply and delivery of various electrical parts and supplies as per bid specifications PD-16-017; and

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

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

**TERMS OF AGREEMENT**

1. **CONTRACT TERMS**. This Contract shall be effective for a one (1) year period from June 1, 2016 to May 31, 2017. County shall have the option to extend the Contract for one (1) two-year term, or two (2) one-year terms as per the bid specifications identified as PD-16-017.
2. **COMPENSATION**. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD-16-017, in an amount not to exceed \$40,000.00, for certain parts and supplies specified as line item numbers 1-4, 6, 12-17, 19-26, 28, 29, 39-42, 44-50, 52, 56-58, 62-63, 65-79, 81, 83-84, 86-88, 92, 95, 97-100, 105-114, 118-133, 136-149, 151-156, 159-160, 162-165, 168-173, 175-178, and 180-181 consistent with Vendor's Bid.

It is agreed and understood that this Contract is open-ended and does not obligate the County to make any purchase. Continuation of the Contract beyond December 31, 2016 is conditioned upon approval of the 2017 Gloucester County Budget.

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

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

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the specifications identified as PD-16-017, which is incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of Contract and the bid documents, the bid documents shall prevail.

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-16-017, which is specifically referred to and incorporated herein by reference.

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

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

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the 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.

6. **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.

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 harmless from, and shall indemnify and shall defend the County against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the 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, whether or not due to negligence, fault, or default of the Vendor. The Vendor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Vendor shall maintain general liability, automobile liability, business operations, builder's and Workers' Compensation insurance in amounts and with companies deemed satisfactory by County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. 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 which 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 certificates for sufficiency and compliance with this paragraph, and approval of said certificates 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 services which 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. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
13. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
14. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
15. **COMPLIANCE WITH APPLICABLE LAW.** 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 the United States and of any other entity having jurisdiction pertaining to the performance of Vendor's services.
16. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Vendor is an independent contractor, and is not an agent of the County.
17. **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 written approval of the County.
18. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
19. **CONTRACT PARTS.** This Contract consists of this Contract and the specifications identified as PD-16-017, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

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

**THIS CONTRACT** is dated this 1<sup>st</sup> day of June, 2016.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**COOPER ELECTRIC SUPPLY CO., INC.**

\_\_\_\_\_  
**JAMES WALSH, V.P., OPERATIONS**

PD 016-017		Bid Opening 4/29/2016 10:00am	
SPECIFICATIONS AND PROPOSAL FORM FOR THE DELIVERY OF ELECTRICAL PARTS AND SUPPLIES FOR THE COUNTY OF GLOUCESTER, AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC & 16GLCF			
ITEM	DESCRIPTION	VENDOR:	VENDOR:
		Cooper Electric Supply Co., Inc. 3477 Route 9 North Freehold, NJ 07728 (732) 984-9846 (732) 308-4608 Fax James Walsh, V.P. of Operations	Billows Electric Supply, Inc. 506 White Horse Pike Haddon Heights, NJ 08035 (856) 546-7700 ext. 304 (856) 547-2149 Fax Michael Cucinotta, VP of Sales
1	BATTERY – FOR EXIT LIGHT WP 4-6, 6VAAH	\$4.470	\$6.880
2	TRANSFORMER, ADVANCE – 175MH 71A5570, 120-208-240 VOLTS	\$37.700	\$52.440
3	BALLAST – FOR 2F40 TUBES 446-L-SLH-TC-P	\$11.790	\$12.000
4	BALLAST – FOR 2 F96T OR F7-2T12/HO 120 VOLT	\$29.560	\$33.610
5	BALLAST-L 48 ROBERT, TRANS. FOR 1-4'6 OR 8 WATT LAMP, 120 VOLT	\$18.390	
6	BELL BOX-1/2" 2 GANG, THEADED HUB	\$4.680	\$6.220
7	BELL BOX 1/2" 1 GANG, THREADED HUB	\$2.400	\$2.340
8	SAFETY SLEEVES – W/END CAPS FOR FLUORESCENT 4FT. TUBES	\$1.350	\$1.470
9	SAFETY SLEEVES – W/END CAPS	\$2.610	\$2.690
10	SAFETY SLEEVES – FOR T-8 W/END CAPS	\$1.610	\$1.330
11	SAFETY SLEEVES – 8' SLIM FOR F096/841 TUBES	\$3.240	\$2.560
12	BOX – WIREMOLD V5747 SWITCH & RECEPTICLE	\$4.350	\$4.950
13	BOX – 4" OCTAGON JUNCTION RACO 125	\$0.740	\$1.260
14	BOX – JUNCTION #2100 RACO 257 4 11/16"	\$1.250	\$3.450
15	BOX – WIRE MOLD FIXTURE ROUND #5737 IVORY	\$8.390	\$9.550
16	BOX – WIRE MOLD 5747 – 2 SHALLOW SW. & RECP. 2 GANG	\$8.440	\$9.380
17	BALLAST – 3 or 2 LAMP F32T8 120/277 N.87 BF GE332MAX-G-N-DIY/B or equal	\$9.990	\$12.800
18	CLIPS – SUPPORTING WIREMOLD V5703, IVORY		\$11.680
19	BOX – WIRE MOLD 5751 EXTENSION ADAPTER	\$0.370	\$0.390
20	BOX – JUNCTION 1900 RACO 192	\$4.700	\$5.350
21	EXTENSION BOX 1900 RACO	\$0.570	\$0.920
22	BOX – WIRE MOLD 5744 EXTRA DEEP SW. & REC. SQ.D QO – 2020 TW	\$0.950	\$1.700
23	BOX – 5741 SHALLOW SW. & REC. BREAKER – SQ.D QO – 2020 TW	\$12.500	\$13.890
24	BREAKER – SQ.D QO – 2020 TW	\$5.530	\$6.150
25	BREAKER – 20 AMP 1 – POLE SQ.D QOV20	\$41.170	\$46.950
26	BREAKER – 15 – AMP 1 POLE SQD	\$6.870	\$7.320
27	BREAKER – 20 AMP CROUSE – HINES 1 – POLE	\$6.870	\$3.840
28	BREAKER – 20 AMP 2 – POLE SQ.D SNAP-IN	\$4.890	\$3.830
29	BREAKER – 30 AMP 2 – POLE SQ.D	\$15.070	\$18.050
30	BREAKER – 20 AMP 2 – POLE SQ.D BOLT – IN	\$15.070	\$18.050
31	BREAKER – 15 AMP 1 – POLE SQ. D QOB	\$49.650	\$26.830
		\$22.210	\$7.320
			\$8.490
			\$8.550
			\$1.180
			\$2.360
			\$1.180
			\$2.360
			\$4.400
			\$0.960
			\$1.820
			\$8.490
			\$8.550
			\$11.680
			\$0.350
			\$4.760
			\$0.760
			\$1.680
			\$12.660
			\$5.600
			\$48.540
			\$7.670
			\$7.670
			\$4.020
			\$18.910
			\$18.910
			\$28.100
			\$12.780

32	BREAKER - 20 AMP 1 - POLE SQD	\$22,210	\$7,320	\$7,670
33	BREAKER - 30 AMP 1 - POLE SQ.D QOB	\$22,210	\$12,200	\$12,780
34	BREAKER - 20 AMP 2 - POLE CUTLER HAMMER	\$15,060	\$13,230	\$8,320
35	CABLE - 12 - 2 MC	\$0,329	\$0,368	\$0,322
36	CABLE - 12 - 3 MC	\$0,572	\$0,600	\$0,552
37	CABLE - TIES 1 1/2" PLASTIC, 1/4" WIDE	\$4,090		\$3,750
38	CABLE - 10 - 3 MC ROLL=250 FT	\$1,008	\$1,143	\$0,961
39	BREAKER - 20 AMP 1 - POLE GE BOLT-ON	\$8,420	\$8,050	\$11,290
40	BREAKER - 20 AMP QUICKLAG - B WESTINGHOUSE 1 - POLE BOLT	\$16,150	\$4,090	\$16,530
41	BALLAST - OSRAM QT4X32/120IS FOR 4 4'TUBE	\$10,600	\$14,720	\$13,140
42	BALLAST	\$8,550	\$11,990	\$10,990
43	BALLAST - QT2X32/120, FOR 2 - 4' TUBES	\$0,734	\$0,752	\$0,686
44	BREAKER - 20 AMP 2 - POLE ITE BOLT - ON BQ2B020	\$27,150	\$21,950	\$58,620
45	BOX RACO #570 (2-3/4" DEEP ARMORED CABLE	\$1,350	\$3,420	\$2,500
46	SINGLE RECEPTICAL - COVERED WEATHERPROOF - VERTICAL	\$1,650	\$2,440	\$1,690
47	BALLAST ADVANCED 71A54A3 - MILL., LIGHTS	\$60,000		\$217,920
48	BELL BOX WFO 1/4" - 3 HOLES	\$2,000	\$3,220	\$2,510
49	BALLAST for 2 LAMPS GEC242-MVPS-3W 120/277v, 50/60Hz or EQUAL	\$20,060		\$21,680
50	BALAST ADVANCE ICR2S18-H-LD 18W - 4 PIN	\$18,970		\$20,430
51	BALLAST ADVANCE 277v v5 0624 24 BL TP (No Substitutions)	\$70,750		\$20,430
52	BALLAST ADVANCE F2.S 13 HII DK	\$18,970		\$20,430
53	CABLE CONNECTOR 3/8"MC	\$0,370	\$0,340	\$0,300
54	CONNECTORS - 1/2" EMT OMPRESSION TYPE	\$0,520	\$0,210	\$0,190
55	CONNECTORS - 1/2" SEAL TIGHT	\$1,280	\$0,342	\$0,710
56	CONNECTORS - 1/2" STRAIGHT SEAL TIGHT	\$1,280	\$0,810	\$1,460
57	CONNECTORS - 1/2" EMT W/SET SCREW	\$0,100	\$0,120	\$0,120
58	WIREMOLD - CONNECTORS, 1/2", #5781, IVORY	\$2,250		\$2,280
59	CONNECTORS - 3/4" THIN WALL COMPRESSION	\$0,500	\$0,330	\$0,350
60	CONNECTOR 3/4" LIQ. TIGHT, STRAIGHT # 3403	\$1,890	\$1,810	\$1,160
61	PLATE - SINGLE RECEPT. 1 GANG IVORY STEEL	\$0,800	\$0,840	\$0,520
62	PLATES - 2 GANG DUPLEX REC. IVORY, STEEL	\$0,700	\$0,830	\$0,770
63	COVER - OCTAGON BLANK	\$0,280	\$0,380	\$0,280
64	COUPLING - 1/2" EMT COMPRESSION TYPE	\$0,450	\$0,400	\$0,300
65	COUPLING - 1/2" HEAVY WALL THREADED	\$0,690	\$0,800	\$0,690
66	PLATE - 1900 SINGLE RECEPT. IVORY	\$0,730	\$0,880	\$0,790
67	PLATES - 2 GANG 1 TOGGLE DUPLEX IVORY	\$0,690	\$0,880	\$0,790
68	PLATES - 2100 BLANK IVORY	\$0,270	\$0,600	\$0,440
69	PLATE-BELL BLANK 1 - GANG, # 240-AL	\$0,520	\$0,680	\$0,520
70	PLATE-BELL BLANK 2 - GANG, # 240-2AL	\$1,010	\$1,500	\$1,130
71	PLATES - BLANK DOUBLE RECEPTACLE IVORY	\$0,700	\$0,780	\$1,190
72	PLATE - 1 GANG DUPLEX, MAXI IVORY	\$0,500	\$0,530	\$0,520
73	PLATES - 1 GANG DUPLEX, IVORY, METAL	\$0,350	\$0,530	\$0,520
74	PLATES - 1 GANG BLANK, IVORY	\$0,350	\$0,530	\$0,520
75	PLATES - 1 GANG TOGGLE, IVORY	\$0,350	\$0,530	\$0,390
76	PLATES - 1900 DUPLEX, SINGLE DUPLEX RECEPTACLE, IVORY	\$0,740	\$0,900	\$0,790
77	PLATES - 1900 RECEPT, 2 GANG	\$0,740	\$0,900	\$0,790

78	PLATES - 1900 BLANK W/KO, 4" SQ	\$0.310	\$0.380	\$0.310	\$0.310
79	PLATES - OCTAGON BLANK	\$0.270	\$0.330	\$0.270	\$0.280
80	DUCT SEAL - ELECT. PUTTY, 5 LB BLOCKS	\$8.020	\$5.100	\$8.020	\$7.410
81	PLATE - DOUBLE SWITCH, IVORY MAXI	\$0.730	\$0.780	\$0.730	\$0.770
82	LAMP HOLDER - 3002 FLOOD WEATHERPROOF 150 W. MAX	\$1.690	\$1.470	\$1.690	\$1.570
83	CONDUIT - FLEX 3/4" SEAL TIGHT	\$1.070	\$0.785	\$1.070	\$1.270
84	CONDUIT - FLEX 1"	\$1.900	\$1.121	\$1.900	\$2.260
85	LIGHT & EXIT COMBO UX2EWRWLED/2M LIGHT A-LARM	\$92.490	\$120.000	\$92.490	\$45.980
86	HEATER - ELECTRIC PORTABLE MARKEL, 120 VOLTS	\$31.640		\$31.640	\$49.890
87	FUSE - 30 AMP CARTRIDGE TIME DELAY - 250 VOLTS	\$2.290	\$3.050	\$2.290	\$3.320
88	EMERGENCY LIGHT - L - ALARM 2PI2G1	\$69.110	\$82.930	\$69.110	\$75.560
89	WIRE MARKERS, 1 THRU 10	\$9.270	\$9.080	\$9.270	\$7.630
90	WIRE MARKERS (L1-L2-L3-T1-T2-T3)	\$9.360	\$9.080	\$9.360	\$7.630
91	PIPE EMT 1/2"	\$0.210	\$0.256	\$0.210	\$0.201
92	STRAPS - 1/2" EMT THINWALL	\$0.040	\$4.720	\$0.040	\$0.040
93	PIPE EMT 3/4"	\$3.600	\$4.415	\$3.600	\$0.347
94	STRAPS - 1" FOR 1" EMT PIPE	\$0.110	\$0.121	\$0.110	\$0.100
95	STRAPS - 3/4" EMT THIN WALL	\$0.060	\$0.071	\$0.060	\$0.060
96	PIPE 1" EMT	\$6.200	\$7.714	\$6.200	\$6.050
97	FUSE - 20 AMP 250 VOLTS CARTRIDGE TIME DELAY	\$2.310	\$3.050	\$2.310	\$3.320
98	PHOTO CONTROL - 120 VOLTS, T15	\$6.210	\$9.400	\$6.210	\$7.480
99	POLISH STEEL PLATES (SINGEL JOGGAL)	\$0.730	\$0.990	\$0.730	\$0.910
100	PHOTO CELL SCIENTIFIC FA 1068 208/277 VOLT	\$5.650		\$5.650	\$9.050
101	1000 VA BALLAST (GSB OUTSIDE LIGHTS)	\$5.770	\$4.400	\$5.770	\$3.600
102	PLUG - MALE 15 AMP, BRYANT 5266-N	\$9.850	\$7.380	\$9.850	\$6.020
103	FUSE CARTRIDGE 60 AMP - 600 VOLT (TIME DELAY)	\$8.590	\$11.580	\$8.590	\$6.060
104	RECEPTACLE - GFI DUPLEX 20 AMP, IVORY	\$10.630	\$10.980	\$10.630	\$10.310
105	RECEPTACLE - DUPLEX 20 AMP 125 VOLTS, IVORY	\$0.960	\$1.190	\$0.960	\$1.040
106	RECEPTACLE - 20 AMP SINGAL 220 VOLTS IVORY	\$2.890	\$1.860	\$2.890	\$3.180
107	RECEPT. 20 AMP SINGLE 3 - WIRE GROUNDING TYPE IVORY	\$1.600	\$1.400	\$1.600	\$2.090
108	SCREWS - 3/8 GROUNDING	\$0.400	\$0.399	\$0.400	\$0.439
109	KO SEALS - 1/2" # 40111	\$0.170	\$0.200	\$0.170	\$0.190
110	KO SEALS - 3/4"	\$0.180	\$0.200	\$0.180	\$0.190
111	KO SEALS - 1"	\$0.300	\$0.340	\$0.300	\$0.320
112	KO SEALS - 1 1/4"	\$0.370	\$0.420	\$0.370	\$0.390
113	KO SEALS - 1 1/2"	\$0.640	\$0.720	\$0.640	\$0.670
114	KO SEALS - 2"	\$0.770	\$0.890	\$0.770	\$0.810
115	SWITCH - 1 POLE 20 AMP, IVORY	\$1.610	\$1.820	\$1.610	\$1.530
116	SWITCH - 3 WAY 20 AMP, IVORY	\$2.150	\$2.590	\$2.150	\$1.930
117	SWITCH - 2 POLE 20 AMP, TOGGLE IVORY	\$6.760	\$4.050	\$6.760	\$3.760
118	TAPE - GREEN MARKING, 1/2" X 20'	\$0.670	\$1.350	\$0.670	\$0.900
119	TAPE-ELECT. SCOTCH 88, 3/4" X 66'	\$4.050	\$4.760	\$4.050	\$4.240
120	TAPE-WHITE ELEC., 1/2" X 20'	\$0.680	\$1.050	\$0.680	\$0.900

121	SWITCH TIMER T101, 24 HOURS	\$39,060	\$46,340	\$45,680
122	SHALL, BOX 5747 - 3 WIREMOLD, IVORY SW. & REC.	\$23,670	\$4,950	\$23,960
123	WIRE NUTS - BLUE FOR # 8 WIRE	\$0,280	\$0,346	\$0,358
124	WIRE NUTS - GREEN FOR # 6 WIRE	\$0,139	\$0,114	\$0,416
125	WIRE - #12 GREEN THNN, STRANDED	\$0,079	\$0,829	\$0,081
126	WIREMOLD - STRAPS #504, IVORY	\$0,230	\$0,250	\$0,230
127	WIREMOLD - FLAT ELBOW 90 # 511 IVORY	\$1,210	\$1,380	\$1,230
128	WIREMOLD - INTERNAL ELBOW # 517 IVORY	\$1,520	\$1,730	\$1,540
129	WIREMOLD - INTERNAL ELBOW, TWISTED #V5711, RH ORLH	\$3,190	\$1,730	\$3,240
130	WIREMOLD - EXTERNAL ELBOW # 8 IVORY	\$1,390	\$1,590	\$1,420
131	WIRENUTS - GRAY SMALL	\$0,500	\$0,516	\$0,528
132	WIREMOLD - RACEWAY, 500 SERIES, IVORY	\$0,840	\$0,960	\$0,860
133	WIRE NUTS - RED LG.	\$0,012		\$0,102
134	WIRE NUTS - ORANGE SMALL	\$0,066	\$0,046	\$0,060
135	WIRE NUTS - SM. BLUE, 72B	\$0,056	\$0,050	\$0,054
136	WIRE NUTS - YELLOW	\$0,074	\$0,056	\$0,078
137	WIRE - 12/2 ROMEX	\$0,210	\$0,229	\$0,223
138	WIRE #10 BLACK STRANDED	\$0,119	\$0,141	\$0,125
139	WIRE #12 THNN SOLID, BLACK	\$0,067	\$0,075	\$0,071
140	WIRE - #12 THNN WHITE SOLID	\$0,067	\$0,075	\$0,071
141	WIRE - #10 THNN WHITE STRANDED	\$0,116	\$0,141	\$0,125
142	WIRE - #12 THNN GREEN STRANDED	\$0,077	\$0,083	\$0,081
143	WIRE - #12 BLACK STRANDED	\$0,077	\$0,083	\$0,081
144	WIRE #12 WHITE STRANDED	\$0,077	\$0,083	\$0,081
145	WIRE #12 THNN YELLOW	\$0,077	\$0,083	\$0,081
146	WIRE - #12 THNN RED STRANDED	\$0,077	\$0,083	\$0,081
147	WASHERS - REDUCING, 3/4" TO 1/2"	\$0,080	\$0,088	\$0,088
148	WASHERS - REDUCING, 1 1/2" TO 1/2"	\$0,190		\$0,221
149	2x2 Lay in w/silver reflector (KB241-2-17-MV-REF)	\$48,160	\$60,980	\$53,670
150	14/3 SEOOW/STOOO CORD	\$0,402	\$0,392	\$0,059
151	EXIT SIGN EXTU2RWEM Double Face Battery Backup	\$12,760	\$15,860	\$15,970
152	BATTERY 6 volts 12.0Ah PC6120 (PowerCell Only No Subs)	\$12,040	\$15,330	\$17,000
153	BATTERY 6v 7.0Ah PC 670 (Power Cell Only No Subs)	\$7,660	\$10,000	\$16,120
154	BALLAST KIT UNMM 250 ML5AC3M 500k	\$41,130	\$58,540	\$52,510
155	BALLAST KIT 400w MH Quad Tap	\$42,400	\$68,390	\$56,000
156	BALLAST - RCN-2TP40-SC Advanced	\$19,520	\$11,710	\$26,000
157	CONNECTOR 3/4" Liquid Tight Straight 3403	\$1,950	\$1,900	\$1,880
158	COVER 2 GANG 1900 Box	\$0,530	\$0,440	\$0,280
159	COUPLING 1/2" THIN WALL COMPRESSION	\$0,320	\$0,400	\$0,390
160	LIGHT FIXTURE Lay-In T8 4-40W TUBES	\$36,400	\$49,950	\$39,440
161	CONDUIT LIQUID TIGHT FLEXABLE 1/2"	\$0,760	\$0,350	\$0,310
162	FUSE 250v 15A CLASS RK5 M35	\$2,310	\$3,050	\$3,300
163	FUSE 20AMP 250v CARTRIDGE	\$2,310	\$3,050	\$3,300
164	FUSE 30AMP 250v DUEL ELEMENT	\$2,310	\$3,050	\$3,300
165	EXIT SIGN LED 120/277v ORBIT ESBL-W-R Or Equal	\$12,760	\$13,880	\$15,500
166	BATTERY PC 12180 F2 12v 18AMP Hr. POWER CELL ONLY	\$52,400		\$48,000





**CONTRACT BETWEEN  
THE COUNTY OF GLOUCESTER  
AND  
BILLOWS ELECTRIC SUPPLY, INC.**

**THIS CONTRACT** is made effective the 1<sup>st</sup> day of June, 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 **BILLOWS ELECTRIC SUPPLY, INC.**, with offices at 506 White Horse Pike, Haddon Heights, New Jersey 08035, hereinafter referred to as "**Vendor**."

**RECITALS**

**WHEREAS**, there exists a need for the County of Gloucester to contract for the supply and delivery of various electrical parts and supplies as per bid specifications PD-16-017; and

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

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

**TERMS OF AGREEMENT**

1. **CONTRACT TERMS**. This Contract shall be effective from June 1, 2016 to May 31, 2017. The County shall have the option to extend the Contract for one (1) two-year term, or two (2) one-year terms as per the bid specifications identified as PD-16-017.

2. **COMPENSATION**. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD-16-017, in an amount not to exceed \$40,000.00, for certain electrical parts and supplies specified as line item numbers 5, 7-11, 18, 27, 30-38, 43, 51, 53-55, 59-61, 64, 80, 82, 85, 89-91, 93-94, 96, 101-104, 115-117, 134-135, 150, 157-158, 161, 166-167, 174, 179, and 182 consistent with Vendor's Bid.

It is agreed and understood that this Contract is open-ended and does not obligate the County to make any purchase. Continuation of the Contract beyond December 31, 2016 is conditioned upon approval of the 2017 Gloucester County Budget.

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

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

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the specifications identified as PD-16-017, which is incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of Contract and the bid documents, the bid documents shall prevail.

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

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

Vendor or subcontractor, if 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. 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. 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. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-016-017, which is specifically referred to and incorporated herein by reference.

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

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

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the 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.

6. **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.

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 harmless from, and shall indemnify and shall defend the County against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the 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, whether or not due to negligence, fault, or default of the Vendor. The Vendor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Vendor shall maintain general liability, automobile liability, business operations, builder's and Workers' Compensation insurance in amounts and with companies deemed satisfactory by County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. 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 which 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 certificates for sufficiency and compliance with this paragraph, and approval of said certificates 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 services which 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. **NON-WAIVER**. The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
13. **PARTIAL INVALIDITY**. In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
14. **NOTICES**. Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
15. **COMPLIANCE WITH APPLICABLE LAW**. 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 the United States and of any other entity having jurisdiction pertaining to the performance of Vendor's services.
16. **INDEPENDENT CONTRACTOR STATUS**. The parties acknowledge that Vendor is an independent contractor, and is not an agent of the County.
17. **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 written approval of the County.
18. **BINDING EFFECT**. This Contract shall be binding on the undersigned and their successors and assigns.
19. **CONTRACT PARTS**. This Contract consists of this Contract and the specifications identified as PD-16-017, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

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

**THIS CONTRACT** is dated this 1<sup>st</sup> day of June, 2016.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**BILLOWS ELECTRIC SUPPLY, INC.**

\_\_\_\_\_

\_\_\_\_\_  
**MICHAEL CUCINOTTA, V.P., SALES**

F-3

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT  
WITH THE BOARD OF EDUCATION OF THE SPECIAL SERVICES SCHOOL  
DISTRICT AND THE VOCATIONAL SCHOOL DISTRICT OF THE COUNTY OF  
GLOUCESTER FOR BUILDINGS AND GROUNDS SERVICES**

**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 Board of Education of the Special Services School District and the Vocational School District of the County of Gloucester ("the Board") wish to enter into such a Shared Services Agreement (attached as Exhibit A), whereby the County will provide the Board with building and grounds supervision or a staff member from 5:00 p.m. to 10:00 p.m. on an as-needed basis for maintenance or supervision at a designated facility from May 1, 2016 to April 30, 2026; and

**WHEREAS**, the Board will pay to the County an hourly rate of \$30.65-\$36.37 for supervisory staff and an hourly rate of \$16.24-\$23.44 for maintenance staff.

**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 the Board for the aforementioned purpose; and

**BE IT FURTHER RESOLVED**, that the County Administrator and County Counsel are hereby authorized to negotiate the final terms of the Agreement authorized by this Resolution, provided that the Agreement in final form is in substantially the same form as approved by this Resolution.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 15, 2016, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

F-3

**SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF  
GLOUCESTER AND BOARD OF EDUCATION OF THE SPECIAL SERVICES  
SCHOOL DISTRICT AND THE VOCATIONAL SCHOOL DISTRICT OF THE  
COUNTY OF GLOUCESTER**

This Uniform Shared Services Agreement ("Shared Services Agreement"), dated this 16<sup>th</sup> day of March, 2016, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey (hereinafter the "County"), and the **Board of Education of the Special Services School District and the Vocational School District of the County of Gloucester** (hereinafter "the Board").

**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 Board is a consolidated Board of Education established by the County to integrate the operations of the Gloucester County Institute of Technology, located at 1360 Tanyard Rd., Sewell NJ, 08080 and the Gloucester County Special Services School District, located at 1340 Tanyard Rd., Sewell NJ, 08080;

**WHEREAS**, the County maintains a Building and Grounds Department;

**WHEREAS**, the Board has a need for Buildings and Grounds Supervision from 5:00 p.m. to 10:00 p.m., as needed and requested by the Board for supervisory duties;

**WHEREAS**, it is the intention of the parties to enter into an agreement pursuant to which the County will provide a Building and Grounds staff member to the Board for the maintenance of its designated schools from 5:00 p.m. to 10:00 p.m. as needed and requested by the Board;

**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 the Board do hereby agree as follows:

**AGREEMENT**

**A. DESCRIPTION OF CERTAIN SERVICES.**

The County will provide either Building and Grounds Supervision or a staff member from 5:00 p.m. to 10:00 p.m. on an as-needed basis for maintenance or supervision at a designated facility.

**B. PAYMENT FROM BOARD TO COUNTY.**

The Board will pay to the County an hourly rate of \$30.65 - \$36.37 for supervisory staff and an hourly rate of \$16.24 - \$23.44 for maintenance staff.

There will be no benefit escalator.

The County will provide periodic invoices to the Board describing the amount due from the Board. The Board will promptly place the invoice in line for payment.

**C. DURATION OF AGREEMENT.**

This Shared Services Agreement shall be effective on May 1, 2016 and shall terminate on April 30, 2026.

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

Neither County nor the Board 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 Buildings and Grounds Supervision or staff member from 5:00 p.m. to 10:00 p.m. for maintenance or supervision of its schools as described in this Shared Services Agreement.

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

The Board represents that it maintains General Liability and all other necessary and appropriate insurances related to the work to be performed, and the use to be made of the completed project. Simultaneously with the execution of this Shared Services Agreement, the Board 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 the Board and the County.

**E. COMPLIANCE WITH LAWS AND REGULATIONS**

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

F. MISCELLANEOUS

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, the Board, and their respective successors and assigns.
3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
6. **Further Assurances and Corrective Instruments.** The Board 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 1<sup>st</sup> day of May, 2016, which date shall be considered the commencement date of this Shared Services Agreement.

**ATTEST:**

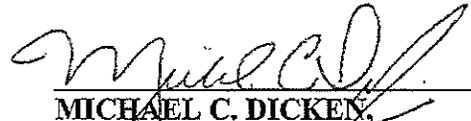
**COUNTY OF GLOUCESTER**

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

\_\_\_\_\_  
**ROBERT M. DAMMINGER,  
DIRECTOR**

**ATTEST:**

**BOARD OF EDUCATION OF  
THE SPECIAL SERVICES  
SCHOOL DISTRICT AND THE  
VOCATIONAL SCHOOL  
DISTRICT OF THE COUNTY  
OF GLOUCESTER**

\_\_\_\_\_  
  
**MICHAEL C. DICKEN,  
SUPERINTENDENT**

F4

**RESOLUTION AUTHORIZING AN APPLICATION FOR THE U. S DEPARTMENT OF JUSTICE, OFFICE OF COMMUNITY ORIENTED POLICING SERVICES (COPS) HIRING PROGRAM GRANT TO HIRE SEVEN SHERIFF'S OFFICERS, IN THE TOTAL GRANT PROGRAM AMOUNT OF \$1,640,416.03, INCLUDING A LOCAL MATCH OF \$765,416.03, FROM OCTOBER 1, 2016 TO SEPTEMBER 30, 2019**

**WHEREAS**, The Office of Community Oriented Policing Services (COPS Office) is the component of the U.S. Department of Justice responsible for advancing the practice of community policing by law enforcement agencies through information and grant resources; and

**WHEREAS**, the County, through the Gloucester County Sheriff, wishes to apply for and obtain grant funding from the COPS Office Hiring Program for the hiring of seven Sheriff's Officers; and

**WHEREAS**, the total grant program amount is \$1,640,416.03, including a local match by the County of \$765,416.03 (federal share - \$875,000.00), from October 1, 2016 to September 30, 2019; and

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

**WHEREAS**, the County Sheriff has submitted the grant application to the County Treasurer for review, and said department has approved the application; and

**WHEREAS**, the Board of Chosen Freeholders understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the granting authority.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director be and is hereby authorized to execute, and the Clerk of the Board be and is hereby authorized to attest to, all documents necessary to apply to the U. S Department of Justice, Office of Community Oriented Policing Services for the (COPS) Hiring Program Grant in a total Grant program amount of \$1,640,416.03, and including a local match by the County of \$765,416.03, for the term from October 1, 2016 to September 30, 2019; and

**BE IT FURTHER RESOLVED** that the Board of Chosen Freeholders hereby confirms that the funds will be used pursuant to the terms of the grant, and that it will comply with all applicable regulations of the granting authority and will provide any necessary additional assurances as may be required; and

**BE IT FUTHER RESOLVED** that the Gloucester County Sheriff's Office shall be responsible for grant implementation.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 15, 2016, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**BUDGET OFFICE  
PROPOSED GRANT REVIEW**

F-4

GRANT TITLE: 2015 COPS Hiring Program

DATE APPLICATION REVIEWED: 5/26/2016 AGENDA DATE: 6/15/2016  
 DATE BUDGET AMENDMENT REVIEWED: \_\_\_\_\_ AGENDA DATE: \_\_\_\_\_

DEPARTMENT: 270 - Sheriff

CONTINUATION OF GRANT NUMBER: New

GRANT PERIOD: 10/1/16 - 9/30/19

GRANT AWARD: \$875,000.00

CASH MATCH: \$765,416.03

CONTACT PERSON: Vicki Antonini

FREQUENCY OF EXPENDITURE REPORTS: unknown

REIMBURSEMENT METHOD: unknown

HAVE PRIOR YEAR REPORTS BEEN ON TIME: N/A

IF FEDERAL PROGRAM, CFDA NUMBER: N/A

**COMMENTS / RECOMMENDATIONS:**

FY 2016 CHP grant funds cover 75 percent of the approved entry-level salary and fringe benefits of each newly-hired and/or rehired, full-time sworn career law enforcement officer for three years up to \$125,000 per officer

The application is for seven new officers

The officers must remain at least 12 months after the end of the grant

Current Starting Salary for an Officer is \$44,114

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Total</u>
S&W \$	312,851.00	\$ 318,801.00	\$ 325,137.75	\$ 956,789.75
Fringe \$	223,532.04	\$ 227,783.31	\$ 232,310.92	\$ 683,626.28
\$	536,383.04	\$ 546,584.31	\$ 557,448.67	\$ 1,640,416.03
Grant \$	291,666.67	\$ 291,666.67	\$ 291,666.67	\$ 875,000.00
County \$	244,716.37	\$ 254,917.65	\$ 265,782.01	\$ 765,416.03
Oct \$	11,028.50	\$ 11,221.50	\$ 11,440.50	
Jan \$	33,664.50	\$ 34,321.50	\$ 35,007.75	
\$	44,693.00	\$ 45,543.00	\$ 46,448.25	

**GRANT REQUEST FORM**

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

DATE: May 25, 2016

1. TYPE OF GRANT  
       NEW GRANT  
  X   RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER
2. GRANT TITLE: COPS HIRING PROGRAM 2016
3. GRANT TERM: FROM: 10-01-16 TO: 9-30-19
4. COUNTY DEPARTMENT: Sheriff
5. DEPT. CONTACT PERSON & PHONE NUMBER: Vicki Antonini 856-384-4630
6. NAME OF FUNDING AGENCY: Department of Justice
7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): Applying to the U.S. Department of Justice, Office of Community Policing Services (COPS) for Fiscal Year 2016, Cops Hiring Program (CHP), for hiring seven (7) Additional career law enforcement sheriff's officers
8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK "\*"): 

NAME	AMOUNT	NAME	AMOUNT
<u>TBD</u>	<u>TBD</u>		
9. TOTAL SALARY CHARGED TO GRANT: \$        TBD :
10. INDIRECT COST (IC) RATE:        %
11. IC CHARGED TO GRANT \$
12. FRINGE BENEFIT RATE CHARGED TO GRANT:   TBD   %
13. DATE APPLICATION DUE TO GRANTOR   6-23-2016



F5

**RESOLUTION AUTHORIZING AN AGREEMENT WITH ROWAN COLLEGE AT GLOUCESTER COUNTY FOR THE PURCHASE, STORAGE AND USE OF FIREARMS AND EQUIPMENT BY THE GLOUCESTER COUNTY SHERIFF**

**WHEREAS**, the Gloucester County Sheriff ("Sheriff") presently provides law enforcement services, including patrols by Gloucester County Sheriff's Officers, on the campuses of the RCGC, the Gloucester County Institute of Technology and the Gloucester County Special Services School District ("the campuses") in accordance with a Shared Services Agreement between the County and RCGC and the Board of Education of the Gloucester County Special Services School District and Vocational School District, originally effective as of August 19, 2009, and renewed as of January 22, 2014; and

**WHEREAS**, the County and RCGC agree that it would be beneficial for the Sheriff to purchase firearms and related equipment ("the firearms") and store them at the campuses, to be utilized by the Sheriff's Officers as may be needed in the performance of their duties pursuant to the Shared Services Agreement; and; and

**WHEREAS**, RCGC is agreeable to providing the funds, and the amount of \$15,000.00, for the purchase, use and storage of the firearms by the Sheriff, and

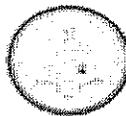
**WHEREAS**, the firearms will be owned and controlled exclusively by the Sheriff; and

**WHEREAS**, the Sheriff, is agreeable to keeping the firearms stored at locations on all three campuses at all times, to be used only at the campuses, except in the event of any crises or emergencies that may occur off-campus in the general population for which the use of the firearms may be required.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to, an Agreement between the County of Gloucester and Rowan College at Gloucester County for the purchase, storage and use of firearms and equipment by the Gloucester County Sheriff as generally described herein; and

**BE IT FURTHER RESOLVED**, that the County Administrator and County Counsel are hereby authorized to negotiate the final terms of the Agreement authorized by this Resolution, provided that the Agreement in final form is in substantially the same form as approved by this Resolution.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 15, 2016, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

F-5

**AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND ROWAN COLLEGE AT GLOUCESTER COUNTY FOR THE PURCHASE, STORAGE AND USE OF FIREARMS AND EQUIPMENT BY THE GLOUCESTER COUNTY SHERIFF**

**THIS AGREEMENT**, dated this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **County of Gloucester** ("County"), a body politic and corporate of the State of New Jersey, with main offices located at 2 S. Broad Street, Woodbury, NJ 08096, and the **Gloucester County Sheriff** ("Sheriff"), with offices at 2 S. Broad Street, Woodbury, NJ 08096, and **Rowan College at Gloucester County** ("RCGC"), an educational institution established in Gloucester County, located at 1400 Tanyard Rd., Sewell NJ, 08080:

**WHEREAS**, the Sheriff provides law enforcement services, including patrols by Gloucester County Sheriff's Officers, on the campuses of the RCGC, the Gloucester County Institute of Technology and the Gloucester County Special Services School District (hereinafter collectively the "Campuses") in accordance with a Shared Services Agreement between the County and RCGC and the Board of Education of the Gloucester County Special Services School District and Vocational School District, originally effective as of August 19, 2009, and renewed as of January 22, 2014; and

**WHEREAS**, the County and RCGC agree that it would be beneficial for the Sheriff to purchase firearms and related equipment (hereinafter collectively referred to as the "Firearms"), and store them at the Campuses, to be utilized by the Sheriff's Officers as may be needed in the performance of their duties; and

**WHEREAS**, RCGC is agreeable to providing the funds for the purchase of the Firearms by the Sheriff, and

**WHEREAS**, the County, through the Sheriff, is agreeable to keeping the Firearms stored at locations in and at the school locations that make up the Campuses, to be used only at the Campuses, except in the event of any crises or emergencies that may occur off-campus in the general population for which the use of the Firearms may be required.

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

**A. PERFORMANCE OF THE AGREEMENT:**

1. RCGC will provide \$15,000.00 to the Sheriff for the purchase and use of the Firearms described in the attached Exhibit A, which said exhibit is hereby made a part of this Agreement.
  2. The firearms will be purchased by the Sheriff, and will be owned and controlled exclusively by the Sheriff even upon the termination of this Agreement.
  3. The Sheriff will at all times store the Firearms at locations to be determined by the Sheriff in his sole discretion in and at each of the three (3) locations that makeup the
-

Campuses, only to be used for performance of its law enforcement duties on the Campuses, with the exception that the Firearms may be removed and utilized by the Sheriff in the event that their use may be deemed necessary by the Sheriff, or his designee, in a crisis or emergency occurring off-campus in the general population.

**B. REFERENCE TO SHARED SERVICES AGREEMENT.** The Firearms are intended to be utilized in conjunction with the performance of the Sheriff's duties pursuant to the aforementioned Shared Services Agreement, and accordingly the intent of and performance of this Agreement shall be construed in conjunction with the provisions of that Shared Services Agreement.

**C. DURATION OF AGREEMENT.** The term of this Agreement shall be coextensive with the term of the aforementioned Shared Services Agreement, and any renewals thereto.

**D. TERMINATION.** The termination provisions of this Agreement shall be coextensive with those of the aforementioned Shared Services Agreement, and any renewals thereto.

**E. COMPLIANCE WITH LAWS AND REGULATIONS.** The County, and RCGC, agree that they will at their 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 its performance of the services described in this Agreement.

**F. INSURANCE.** At all times during the term of this Agreement, the parties shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, Workers' Compensation, all-risk and comprehensive general liability insurance with respect to the subject matter of this Agreement.

**G. NO PERSONAL LIABILITY.** No covenant, condition or agreement contained in this Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the County or RCGC in his or her individual capacity, and neither the officers, agents or employees of the County or RCGC nor any official executing this Agreement shall be liable personally on this Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Agreement.

**H. MISCELLANEOUS.**

1. **Amendment.** This 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 Agreement shall inure to the benefit of, and shall be binding upon, the County, the RCGC, their Boards and their respective successors and assigns.
  3. **Counterparts.** This 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.
-

4. **Further Assurances and Corrective Instruments.** The County and RCGC 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 terms of the Agreement or to correct any inconsistent or ambiguous term hereof.
5. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Agreement shall be construed as a waiver on the part of the parties of any right which is not explicitly waived in this Agreement.

ATTEST:

COUNTY OF GLOUCESTER

\_\_\_\_\_  
CHAD M. BRUNER,  
ADMINISTRATOR/CLERK OF THE BOARD

\_\_\_\_\_  
ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR

ATTEST:

ROWAN COLLEGE OF  
GLOUCESTER COUNTY

BY: \_\_\_\_\_

ATTEST:

GLOUCESTER COUNTY SHERIFF'S  
OFFICE

BY: \_\_\_\_\_  
CARMEL M. MORINA, SHERIFF

## **EXHIBIT "A"**

- Three (3) Sig Sauer WR516G2-10B-CQB-SBR (10" Barrel Safe Semi Only)
  - Three (3) Sig Sauer SRD-556-QD (quick detach)
  - Two (2) Sig Sauer WMPX-9-T-SBR
  - Three (3) EOTech XPS2-0
  - Five (5) Streamlight TLR-1
  - Four (4) Point blank active shooter plate carrier black in color Sheriff ID Velcro panels front and back white in color lettering
  - Eight (8) Point blank – level III/IV ICW 10X12SC RMOR plate
  - Four (4) Point blank – paraclete PTHIA NJ V50 2130 ballistic helmet black in color size Lg
  - Two (2) AX 11652 Quick Access Biometric Rifle Safe by Barska
-

G-1

**RESOLUTION AUTHORIZING EXECUTION OF GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF CHILDREN & FAMILIES, DIVISION OF FAMILY AND COMMUNITY PARTNERSHIPS FOR \$300,000.00 IN PREVENTION AND IN-HOME FAMILY PRESERVATION SERVICES FUNDING FROM JULY 1, 2016 TO JUNE 30, 2017**

**WHEREAS**, the County of Gloucester desires to enter into a grant agreement with the New Jersey Department of Children and Families, Division of Family and Community Partnerships for the Abuse and Neglect Prevention and In-Home Family Preservation Services Grant; and

**WHEREAS**, the grant will provide state funding in the total amount of \$300,000.00 to prevent abuse and neglect and provide in-home family preservation services to eligible Gloucester County families, for a term from July 1, 2016 to June 30, 2017; and

**WHEREAS**, this funding was allocated to a County 501(c)3 not for profit agency thru a competitive contracting process using RFP-13-034.

**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 acceptance of the Abuse and Neglect Prevention and In-Home Family Preservation Services Grant with the New Jersey Department of Children and Families, Division of Family and Community Partnerships, for the total amount of \$300,000.00, for a term from July 1, 2016 through June 30, 2017.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 15, 2016 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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



6-1

BOARD OF  
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR  
Robert M. Damming

FREEHOLDER LIAISON  
Jim Jefferson



DEPARTMENT OF HUMAN  
SERVICES

DIRECTOR  
Lisa A. Cerny

P.O. Box 337

Woodbury, NJ 08096

Phone: 856.384.6870

Fax: 856.384.0207

[lcerny@co.gloucester.nj.us](mailto:lcerny@co.gloucester.nj.us)

[www.gloucestercountynj.gov](http://www.gloucestercountynj.gov)

TO:

DIANE HOGAN / *Mikubanka*  
TREASURER'S OFFICE

FROM:

LISA CERNY, GRANTS COORDINATOR  
DEPARTMENT OF HUMAN SERVICES

- FOR YOUR INFORMATION
- GRANT REQUEST FORM (APPLICATION)
- BUDGET AMENDMENT FORM
- SIGNED CONTRACT
- COMMITMENT LETTER
- BUDGET PAGE
- AMENDED BUDGET PAGE
- GRANT AWARD NOTICE
- PAYMENT SCHEDULE
- CERTIFICATION LETTER
- BUDGET TRANSFER FOR MATCHING FUNDS

DATE SENT: *May 31, 2016*

FROM: *Lisa A. Cerny*

JOANNE SCHNEIDER, HUMAN RESOURCES \_\_\_\_\_

PETE MERCANTI, PURCHASING AGENT \_\_\_\_\_

WILLIAM TAYLOR, DATA MANAGEMENT DIRECTOR \_\_\_\_\_

New Jersey Relay Service - 711  
Gloucester County Relay Service  
(TTY/TTD) - (856)848-6616

GRANT REQUEST FORM

DATE: May 23, 2016

1. TYPE OF GRANT  
         NEW GRANT                      X   RENEWAL
2. GRANT TITLE: Prevention Services
3. GRANT TERM: FROM: 7/1/16 TO: 6/30/17
4. DATE APPLICATION DUE TO GRANTOR: 6/30/16
5. CFDA NUMBER: \_\_\_\_\_
6. STATE GRANT NUMBER: 17YTHP
7. COUNTY DEPARTMENT: Health and Human Services, Div. Human & Disability
8. DEPT. CONTRACT PERSON & PHONE NO. Rick Gaydos 384-6871
9. NAME OF FUNDING AGENCY: NJDCE Div. of Family & Community Partnership
10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): Funding to provide emergency food, prevention, case management and family preservation services to at-risk families of the County of Gloucester.

          
          
DID YOU READ THE GRANT AND UNDERSTAND ITS TERMS? Yes

11. INDIRECT COST (IC) RATE   0   %
12. IC CHARGED TO GRANT : \$   0

13. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	\$ <u>300,000</u>	
CASH MATCH	\$ _____	_____
IN-KIND MATCH	\$ _____	_____
(Attached Documentation)		(Attach Documentation)
TOTAL PROGRAM BUDGET	\$ <u>300,000</u>	

14. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ 0

TOTAL OTHER EXPENSES (b): \$ 300,000

TOTAL FRINGE (c): \$ 0

TOTAL PROGRAM COST (d): \$ 300,000

TOTAL GRANT FUNDING (e): \$ 300,000

TOTAL COUNTY FUNDING (f): \$ 0

DEPT. HEAD: *Ken A. Army* Signature

DATE: 5/27/14

\*\*\*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.

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**BUDGET AMENDMENT FORM**

DATE: May 23, 2016

1. GRANT TITLE: Prevention Services

2. DEPARTMENT: Health & Human Services, Div. of Human & Disability Services

3. FUNDING AGENCY CONTACT PERSON: Magdalena Myles

4. FUNDING AGENCY PHONE NUMBER: 856-772-0152 (Ext. 189)

5. GRANT AMOUNT: \$ 300,000

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

B. IN-KIND MATCH: \$ \_\_\_\_\_

C. MODIFICATION AMOUNT: \$ \_\_\_\_\_

D. NEW TOTAL: \$ 300,000

8. CONTRACT PERIOD: FROM: 7/1/16 TO: 6/30/17

9. HOW DOES COUNTY RECEIVE PAYMENT?:

MONTHLY: \_\_\_\_\_

QUARTERLY: \_\_\_\_\_

END OF CONTRACT: \_\_\_\_\_

ADVANCE: X

OTHER (EXPLAIN): \_\_\_\_\_

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

LIST DATES REPORTS ARE DUE:

10/1/16, 1/1/17, 4/1/17, 7/1/17

11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES  X  NO \_\_\_\_\_  
 (IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING SENT OUT FOR RFP'S)
12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES  X  NO \_\_\_\_\_  
EXPLAIN: This grant is funded by NJ Dept. of Children and Families. It's intent is to make up for the loss of Differential Response in 2012. The funding beyond June 30, 2017 is dependent on the Commissioner's intent for future funding.
13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: Funding to provide emergency food, prevention, case management, and family preservation services to at risk residents of the County of Gloucester
14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL?  
 YES \_\_\_\_\_ NO  X

DEPARTMENT HEAD: *Donna Curay*  
 Signature

DATE: 5/27/16

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

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

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

**Department:** Health & Human Services  
**Grant Title:** Prevention Services

**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	\$ -	59.21%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	59.21%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	59.21%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	59.21%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	59.21%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	59.21%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	59.21%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	59.21%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	59.21%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	59.21%	\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		( a )	( c )			

Other Expenses	Grant Funds	County Funds	Total OE
6-299-01	\$ 165,000.00	\$ -	\$ 165,000.00
6-299-02	\$ 135,000.00	\$ -	\$ 135,000.00
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
	\$ 300,000.00	\$ -	\$ 300,000.00
			( b )
	<u>Grant</u>	<u>County</u>	<u>Total</u>
<b>Total Program Cost</b>	\$ 300,000.00	\$ -	\$ 300,000.00
	( e )	( f )	( d )

**Grant Funding History**

	New	15-XXX	14-XXX	13-XXX	12-XXX
S&W, Fringe	\$ -	\$ -	\$ -	\$ -	\$ -
OE	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00
	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00

**RESOLUTION AUTHORIZING A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF CHILDREN & FAMILIES, DIVISION OF FAMILY AND COMMUNITY PARTNERSHIPS FOR \$300,000.00 IN PREVENTION AND IN-HOME FAMILY PRESERVATION SERVICES FUNDING FOR THE TERM FROM JUNE 1, 2016 TO JUNE 30, 2017**

This grant of \$300,000.00 provided by the NJ Department of Children and Families, Division of Families and Partnerships will provide Prevention Services (Food, Rental Assistance, Mortgage Assistance, Utility Assistance, etc.) and In-Home Family Preservation services to eligible families of Gloucester County.

The funding has been allocated to a 501(c)3 non-profit agency using a competitive contracting process (RFP 13-034).

2016 GLOUCESTER COUNTY BUDGET  
OTHER EXPENSE REQUEST EXPLANATIONS

2016 Budget  
Prevention Services

6-299-01 Prevention Services \$165,000

The above services shall be described as, but not limited to the following:

Rental Subsidies

Temporary rental assistance may be authorized to resolve imminent or actual homelessness by enabling families to meet their shelter costs. The projected number of rental subsidies granted should be indicated.

Rent/Mortgages

This shall consist of the projected number of payments to be made on behalf of a tenant or home owner to the landlord or to the financial institution holding the mortgage, for either past use of the property or current use.

Utilities

This shall consist of payments made on behalf of an individual and/or family for the current or past usage of any utilities (gas, electric, water, etc.) associated with the client's principal place of residence.

Emergency Food

This represents food provided to a client. It includes, but is not limited to food baskets, food bags and food vouchers. The projected number of meals (**Not baskets, bags, or vouchers**) is to be provided.

Emergency Crisis Counseling

Counseling directed to stabilizing the client's mental coping ability.

Emergency Medical or Dental Care

Provision of medical or dental care outside a hospital by a person qualified to render care.

Miscellaneous Service Expenses

Sundry expenses that support a child's permanency, well-being and safety for the purchase of, but not limited to, car seats, recreational memberships and/or heating and automotive repairs.

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6-299-02

Case Management Family Preservation Services

\$135,000

The above services shall be described as, but not limited to the following:

Case Management

The means by which social service agencies, through their direct care social service staff, address clients' needs through the development and management of a case plan. Case managers may provide, arrange and coordinate the delivery of appropriate services; monitor client/case progress; revise case planning as needed. Client involvement in the case plan is also managed through mutually established, goal-directed tasks with appropriate time frames.

Family Preservation Services

In home services program that provides family counseling, budgeting, parenting skills and crisis intervention services to families in their homes to prevent abuse, neglect and out of home placement of the children.

Department: Human Services \_\_\_\_\_

Form C-2

Department Code 3302

Submission Date \_\_\_\_\_

Revision Date \_\_\_\_\_



State of New Jersey

DEPARTMENT OF CHILDREN AND FAMILIES  
SOUTHERN BUSINESS OFFICE – CN #720  
4 ECHELON PLAZA, 1<sup>ST</sup> FLOOR  
201 LAUREL ROAD  
VOORHEES, NJ 08043

CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lt. Governor*

ALLISON BLAKE, PH.D., L.S.W.  
*Commissioner*

April 5, 2016

Ms. Lisa Cerny, Director  
Gloucester County Department of Human Services  
115 Budd Boulevard  
Route 45 & Budd Boulevard  
Woodbury, NJ 08096

Re: Contract # 17YTHP

Dear Ms. Cerny:

I am pleased to inform you that the Department of Children and Families (DCF), Division of Family & Community Partnerships (DFCP), will be renewing the contract with your agency. Your current contract will expire on June 30, 2016.

Enclosed is a contract renewal package that includes enclosed forms and/or mechanisms to obtain the Standard Language Agreement, Annex A, Schedule of Estimated Claims, Donor Agreement(s), Contract Renewal Checklist, Chapter 51, Business Associate Agreement, Affirmative Action Forms and the Notification of Licensed Public Accountant (NLPA). Contract forms including the Annex A and the Annex B (if applicable) are also available for downloading on the DCF Contract Website at <http://nj.gov/dcf/providers/contracting/forms/>. **Providers are encouraged to utilize the website and download the forms. Other documents that are specific to your agency may be scanned or prepared in a PDF format so that they may be transmitted through the email system.**

**As you are aware, DCF receives State funds for this contract through State appropriations – typically through the annual appropriations act. Because we are sending out your renewal package prior to the new state fiscal year the funding level in the renewal package is dependent on the budget for the State fiscal year which begins on July 1, 2016. The contract Standard Language Document contains a provision making it contingent upon the availability of funds to DCF. Whether funds are available to DCF will be determined by DCF in its sole discretion. In the event that appropriations**

to DCF are not sufficient to fund all of our services and programs, DCF, in its sole discretion, may determine to reduce the amount of services or discretion. In the event that appropriations to DCF are not sufficient to fund all of our services and programs, DCF, in its sole discretion, may determine to reduce the amount of services or funding to be provided under this contract(s) or to terminate the contract(s) pursuant to the contract terms.

This letter is being made a part of the above referenced contract renewal package. Please countersign below and return this letter to your contract administrator.

You will find below important information regarding your contract renewal packet.

**State Law PL2001, c.134**

This law requires that all contractors and sub-contractors with state, county and municipal agencies provide proof of registration with the Department of Treasury, Division of Revenue. Please include proof of your business registration with your renewal package. Information regarding proof of registration can be found at [www.state.nj.us/treasury/revenue/proofreg.htm](http://www.state.nj.us/treasury/revenue/proofreg.htm).

**Audit Requirements**

1. Submit the completed Notification of Licensed Public Accountant (NLPA), with your renewal package. The NLPA form can be found at [www.state.nj.us/dcf/contract](http://www.state.nj.us/dcf/contract). The auditor's license must be attached to the completed NLPA.
2. Within 120 days after the close of your current contract, submit your agency's audit report to: Department of Children and Families, Office of Auditing and Contract Negotiations, PO Box 729, Trenton, NJ 08625-0729. Send a copy of the audit report to your assigned contract administrator.
3. Make certain that all information supplied applies to your agency's *current* contract, not the renewal contract.
4. For more information, please refer to the DCF Audit Requirements Policy, DCF.P7.06-2007 at: [www.state.nj.us/dcf/contract](http://www.state.nj.us/dcf/contract).

**Business Associates Agreement (HIPAA)**

If applicable to your contract, included with this contract renewal packet is a copy of the Business Associates Agreement. Under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), DCF, as a covered entity, is required to establish a formal Business Associates Agreement with contract providers who share or disclose protected health information. Please sign and return the Business Associate Agreement with your contract renewal package.

### **Public Law 2005, Chapter 51**

The Public Law 2005, Chapter 51 is required for all for-profit providers and for individual providers. The law requires the certification and disclosure of certain political contributions and the subsequent ineligibility of the contracted provider to do business with the State of New Jersey if the contract exceeds \$17,500 and a political contribution has been made.

1. Chapter 51 documents must be completed and signed and returned with the renewal package.
2. Please note that contracts cannot be renewed without the inclusion of these documents.
3. If an agency has more than one contract, this paperwork must be completed for each contract.
4. Information on Chapter 51 and the aforementioned related forms can be obtained from the Department of Treasury website at [www.nj.gov/treasury/purchase/execorder134.htm](http://www.nj.gov/treasury/purchase/execorder134.htm).

### **Certificate of Employee Information Report**

Under NJSA 10:5-31, Et.Seq (NJAC 17:27), a Certificate of Employee Information Report is required before the awarding of social service contract funding. Please include the Certificate of Employee Information Report with your renewal packet. Provider agencies can obtain this certificate by completing and submitting an Employee Information Report to the Department of Treasury, Division of Contract Compliance and Equal Employment Opportunity. The Employee Provider Report form and instructions can be found on the Treasury website at: [www.nj.gov/treasury/contract\\_compliance](http://www.nj.gov/treasury/contract_compliance).

### **Proof of Insurance**

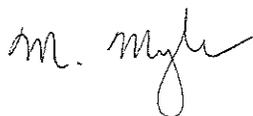
Proof of adequate insurance coverage is required. Please submit with the renewal packet a copy of the insurance declaration page(s) showing the amounts and types of insurance. The "State of New Jersey" must be named as the additional insured (followed by the name of the departmental component and its mailing address). Also, bonding certificates/insurance must be submitted. Please refer to the Standard Language Document ([DCF.P2.01](#)) for more information.

Please return all requested materials to me by May 16, 2016. Be mindful that funding cannot be released until all contract documents are executed. Therefore, you should endeavor to submit all the required renewal package documents in a timely manner. If you anticipate your renewal will be late, be certain to contact me immediately.

If you have any questions concerning the renewal process, please contact me at (856) 772-0152 x189.

Thank you for your service to the children and families of New Jersey.

Sincerely,



Contract Administrator 2  
Southern Business Office

**I agree to the terms of this letter. This letter is made a part of the contract listed above.**

<hr/>	<hr/>	<hr/>
<b>Robert M. Damming</b> <b>Freeholder Director</b>	<b>Name of Agency</b>	<b>Date</b>

Enclosures

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

Contract Number: 17YTHP  
Contract Period: 7/1/16 - 6/30/17

# ANNEX A

**I. Please indicate which Division/Office the Contract is being awarded through:**

- DIVISION OF CHILDREN'S SYSTEM OF CARE (formerly DCBHS)
- DIVISION OF FAMILY AND COMMUNITY PARTNERSHIPS (formerly DPCP)
- DIVISION OF CHILD PROTECTION AND PERMANENCY (formerly DYFS)
- DIVISION ON WOMEN (DOW)
- TRAINING ACADEMY
- OFFICE OF COMMUNICATION AND PUBLIC AFFAIRS
- OFFICE OF EDUCATION
- OFFICE OF ADOLESCENT SERVICES

**II. Please list all programs that are funded through this contract (attach sheet if more than 20 programs):**

- |                        |           |
|------------------------|-----------|
| 1. Prevention Planning | 11. _____ |
| 2. _____               | 12. _____ |
| 3. _____               | 13. _____ |
| 4. _____               | 14. _____ |
| 5. _____               | 15. _____ |
| 6. _____               | 16. _____ |
| 7. _____               | 17. _____ |
| 8. _____               | 18. _____ |
| 9. _____               | 19. _____ |
| 10. _____              | 20. _____ |

**Note:** Each program must have its own Section 2 which includes the following:

- Section 2.1 Program Name and Service Delivery Information**  
*(Please Note: Effective 9/2011 this section of the Annex A has been removed from the package to facilitate the DCF Resource Directory. Section 2.1 will be provided by DCF Contract Administrators)*
- Section 2.2 Program Description**
- Section 2.3 Service Outcomes & Performance Measures**
- Section 2.4 Personnel Information Sheet**
- Section 2.5 Level of Service Form**

**ANNEX A**

GENERAL  
CONTRACT  
INFORMATION

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES**

**CONTRACT SUMMARY SHEET**

**Provider Agency** Gloucester County Board Of Chosen Freeholders **Contract #** 17YTHP  
**Mailing Address** P.O. Box 337 **Federal ID** 21-6000660  
Woodbury, NJ  
08096  
**Telephone** 856 - 853 -3391  
**Provider Agency Fiscal Year End** 6/30/2016

**Contract Effective Date** 7/1/16 **to** 6/30/17 **Contract Ceiling** \$300,000

**Organization Type** County   
Municipal (i.e. School)   
Private, Non-Profit   
Private, For-Profit  %            Indicate % of profit charged towards contract  
Faith-Based   
Hospital-Based

**Chief Executive** Robert M. Damminger  
**Title** Freeholder Director  
**Mailing Address** P.O.Box 337  
Woodbury, Nj  
08096  
**Telephone Number** 856 - 853 - 3395  
**Fax Number** 856 - 853 - 3495  
**E-Mail Address** rdamminger@co.gloucester.nj.us

**All notices relevant to this contract should be sent to:**

**Name & Title** Lisa Cerny, Director, Division Of Human & Disability Services  
**Mailing Address** P.O. Box 337  
Woodbury, Nj  
08096  
**Telephone Number** 856 - 384 - 6870  
**Fax Number** 856 - 384 - 0207  
**E-Mail Address** lcerny@co.gloucester.nj.us

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES**

**INSTRUCTIONS FOR COMPLETING THE CONTRACT PACKAGE**

The Annex A is an important part of your contract because it describes your program and emphasizes the impact you and your staff are trying to make on service recipients. It also serves as the basis for evaluation and planning.

It is in our mutual interest to have an Annex A that clearly and concisely communicates key information about your program.

The Annex A and Annex B / Annex B2 must be consistent in the information presented.

Do not include organizational tabs, dividers or separation sheets.

Refer to the renewal/award letter for any additional documents and information required to complete the Annex A.

Enter the contract identification number assigned to your contract in the Award or Renewal Letter where requested.

**Contract Summary Sheet**

**Provider Agency:** Enter the legal name of the Managing Agency. This is the name that will identify your contract on all correspondence and reporting documents.

**Contract Number:** Enter the Contract Number as stated in the contract Award or Renewal Letter.

**Mailing Address:** Enter the mailing address of the Managing Agency

**Federal Identification Number:** Enter the Federal Identification Number assigned to the Managing Agency.

**Telephone Number:** Enter the area code and telephone number of the Managing Agency.

**Provider Agency Fiscal Year:** Enter the provider agency's fiscal year.

**Contract Effective Dates:** Enter the contract start and end dates as indicated in the Renewal Letter.

**Contract Ceiling:** Enter the dollar amount of the contract ceiling as stated in the Renewal Letter.

**Organization Type:** Check the type of organization entering into the contract.

**Chief Executive Officer:** Enter the name of the person responsible for all contract operations as designated by a resolution of the governing body.

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES**

**Title:** Enter the title of the Chief Executive Officer of the Managing Agency.

Enter the mailing address, telephone number, fax number, and e-mail address of the Chief Executive Officer of the Managing Agency.

**All notices relevant to this contract should be sent to:** Enter the name, title, mailing address, area code and telephone number, fax number and e-mail address of the person identified at the Managing Agency to receive contract materials

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES  
STANDARDIZED BOARD RESOLUTION FORM**

**Supporting Information for Contract #:** 17YTHP

**Contract Period:** 7/1/16 to 6/30/17

**Agency:** Gloucester County Board of Chosen Freeholders

**Certification:**

We certify that the information contained in, or attached to, this contract document is accurate and complete.

Robert M. Damminger Freeholder Director (Original Signature)	<b>Date</b>
--	-------------

<b>Executive Director</b> (Original signature)	<b>Date</b>
---	-------------

**Please List Authorized Signatories for contract documents, checks, and invoices:**  
**(Provide full name and title of each signatory)**

Robert M. Damminger	Freeholder Director
<b>Name</b>	<b>Title</b>

Peter Mercanti	Director Of Purchasing
<b>Name</b>	<b>Title</b>

Tracy N. Giordano	Treasurer/Cfo
<b>Name</b>	<b>Title</b>

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES  
STANDARDIZED BOARD RESOLUTION FORM**

The Board endorses the following commitments as defined in this document:

**1. Health Insurance Portability and Accountability Act (HIPAA)\***

Specific to HIPAA (Health Insurance Portability and Accountability Act), the above noted Provider Agency is either (check one):

- A. A covered entity (as defined in 45 CFR 160.103)
- B. A non-covered entity and has executed a DCF Business Associate Agreement (BAA) last dated \_\_\_\_\_.
- C. A non-covered entity that will not be receiving or sharing personal health information.

Once executed, the BAA will be included in the Department's official contract file. The BAA *will be considered applicable indefinitely* unless there is a change in the Provider Agency's status, information or the content of the BAA, in which case it is the responsibility of the contracted Provider Agency to revise the BAA.

The Board agrees to notify the Department of *any change* in its BAA Status and provide the appropriate information within 10 business days.

\* **NOTE: This section does not apply to DCF Office of Education Contracts.**

**2. Legal Advice**

The Board acknowledges that the Department of Children and Families does not and will not provide legal advice regarding the contract or any facet of its relationship with the Provider Agency. The Board further acknowledges that any and all legal advice must be sought from the Provider Agency's own attorneys and not from the Department of Children and Families.

**3. Public Law 2005, Chapter 51**

The Board agrees that the Public Law 2005, Chapter 51 (formerly known as Executive Order 134) compliance forms submitted with the contract are accurate.

**4. Public Law 2005, Chapter 92**

The Board agrees that the Public Law 2005, Chapter 92 (formerly known as Executive Order #129) compliance forms submitted with the contract are accurate.

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES**

**List of Contracts/Grants**

Check here if this information already appears on the Annex B Contract Information Form. If so, do not duplicate information here.

<b>Contracting Division/Office</b>	<b>Program Name</b>	<b>Type of Service</b>	<b>Contract Number</b>	<b>Contract Term</b>	<b>Amount</b>	<b>Division/Office Contact Person and Phone Number</b>	<b>Provider Agency Contact Person and Phone Number</b>
D F C P	Prevention Planning Services	P S	16YTHP	7/1/16 - 6/30/17	\$300,000.00	Madeleine Myles 856-772-0152 X189	Rick Gaydos 856-384-6871
D C P & P	Committee On Missing & Abused Children	C D	16ANHS	1/1/16- 12/31/16	\$3,234.00	Madeleine Myles	Calvin Mcfarland 856-384-6878
D C S O C	C I A C C	C D	16ANHS	1/1/16-12/31/16	\$38,244.00	Jairrett Quick 609-888-7351	Calvin Mcfarland 856-384-687
D C P & P	Teen Pregnancy	C D	16ANHS	1/1/16-12/31/16	\$1,000.00	Madeleine Myles	Calvin Mcfarland 856-384-687

**ANNEX A**

**SECTION 1**

**AGENCY  
INFORMATION**

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

SECTION 1

INSTRUCTIONS FOR COMPLETING AGENCY INFORMATION

**Section 1.1: Authorized Signatures**

**Name and Position:** Enter the name and position of the person(s) authorized to sign or be responsible for each transaction listed.

**Number of Signatures Required:** Enter the number of signatures required for each transaction. Those documents that require a specific number have already been entered.

**Section 1.2: Agency/Organization Description**

Answer and clearly label all questions as outlined.

**Section 1.3: Agency Personnel Information**

List core staff whose functions and responsibilities extend across the various contracted programs (i.e. Administrative Staff, CFO, CEO, Clinical Director). Staff listed in this section need not be included in Section 2.4 (each program will require listing of personnel dedicated to the identified program).

*Example: If agency is contracted for 5 programs, and a social worker works in all of these programs, list this person on the core agency personnel sheet (Section 1.3). If the social worker works in only four out of the five programs, do not include this person on the core agency personnel sheet. This staff person will be listed on each of the four relevant program personnel sheets (Section 2.4) which is part of Section 2.*

Column 1: List full-time and part-time positions funded. List the title of each full-time and part-time position in your agency. Do not include maintenance staff.

Columns 2 through 5: Complete the remainder of the form by listing for each position, in the appropriate column, the following information:

- Name of employee
- Work hours
- Qualifications, including any degrees, licenses, certificates, etc. that the employee possesses and which are pertinent to his/her position; and
- The functional job duties of the employee

**Note:** Staff listed on the personnel information forms (Section 1.3 and Section 2.4) must also be represented on the Annex B budget presentation, when applicable.

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

Contract Number: \_\_\_\_\_

**Annex A**  
**AUTHORIZED SIGNATURES**  
**Section 1.1**

List the names and positions of individuals who are authorized to sign the following documents and indicate the number of persons who are required to sign each transaction.

	Name	Position	# of Signatures Required
<b>Contract</b>	1 Robert M. Damminger	Freeholder Director	1
	2		
	3		
<b>Quarterly and Final Financial Reports</b>	1 Lisa Cerny	Director, Division Of Human & Disability Services	1
	2 Tracy Giordana	Treasurer	
	3		
<b>Contract Modification</b>	1 Robert M. Damminger	Freeholder Director	1
	2		
	3		
<b>Checks</b>	1 Tracy Giordano	Treasurer	1
	2		
	3		
<b>Other Contracts and Agreements</b>	1		
	2		
	3		

**Submitted by:**

Primary Signatory: Robert M. Damminger Title: Freeholder Director

Original Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES**

Contract Number: 17YTHP

**Annex A  
AGENCY/ORGANIZATION DESCRIPTION  
Section 1.2**

**Provide a brief summary of the organization and its history. Clearly label your answers as outlined below.**

**1. Summarize the agency's purpose and mission.**

- **Indicate long and short term goals**
- **Identify the agency's method for goal measurement**

The Gloucester County Human Services Advisory Council (HSAC) serves in an advisory capacity to the Board of Chosen Freeholders (who appoint its members) and to the New Jersey Department of Children and Families. The advice provided by the HSAC centers around issues relating to planning, development, resource allocation, coordination and the monitoring of human service needs in the county.

In order to fulfill the advisory role to the County and State governments, the HSAC has outlined the following objectives:

A. Improve Administrative and Service Efficiency

1. Continue the use and the implementation of performance standards in the Management Assistance Program, reviewing all purchase of service contracts.  
standards in the Management Assistance Program, reviewing all purchase of service contracts.
2. Based on local needs and available resources, influence the use of dollars and said resources to provide the best quality of services possible.
3. Review and comment on human service proposals, attempting to fill gaps in service and promote new and/or innovative services approaches.
4. Use comprehensive planning as a management tool to develop resource allocation plans designed to improve service delivery.

B. Improved Relationship with the State

1. Improved communication and coordination related to planning, review, policy setting and evaluation.
2. Work with the NJ Department of Children and Families to

**STATE OF NEW JERSEY**  
**DEPARTMENT OF CHILDREN AND FAMILIES**

clarify the respective roles of County and State with respect to  
planning, policy setting and evaluation.

3. Encourage citizen's participation in planning for health and human services in the public/private sectors.
- C. Protection of vulnerable and Disabled Populations
1. Address the problems of child abuse and missing within Gloucester County through the following activities:
    - a) Arrange education programs for parents and children.
    - b) Provide information concerning the available services in the County and State.
    - c) Coordinate the provision of services and programs concerning child abuse and missing children offered in Gloucester and neighboring counties.
  2. Consistent with State target population and service policies, local human service representatives will identify the most needy/disabled populations and the most essential services within the County.
  3. To facilitate the development of specialized services that define present and future agency roles and responsibilities for serving vulnerable target populations and high priority target problems.
2. **Describe the agency's progress toward achieving administrative goals from the previous year. Elaborate upon any administrative, programmatic, or fiscal changes from the previous contract period.**

The Gloucester County HSAC will work toward achieving its goals and responsibilities thru its establishment of the following council objectives:

- A. Comprehensive Planning
1. Develop, implement and update the comprehensive Human Services plans pursuant to the guidelines issued by the NJ Department of Children.
  2. Thru the County Homeless Continuum of Care System oversee the development, implemetation and update in accordance with the guidelines and timetables issued by the NJ Departments of Human Services and Community Affairs.
  3. Facilitate and participate in planning process regarding the impact of Federal Block Grant polices on State-funded

**STATE OF NEW JERSEY**  
**DEPARTMENT OF CHILDREN AND FAMILIES**

human services in accordance with guidelines issued by  
the NJ Department of Children.

4. Review and comment on information regarding the State of NJ budget as requested by the NJ Department of Children and Families.

B. Allocation of Resources

1. Through a County based process, develop plans for those funding streams that are designated to go through the Human Services Advisory Council by the NJ Department of Children and Families or its Divisions.

C. Review of Contracts

1. Participate in the annual review of local NJDCF contracts and site reviews of funded agencies, as requested and provide recommended for their contract renewal or modifications. Participate in the mediation of correction or technical assistance by NJDCF or its Divisions. Follow-up on plan implementation as needed.

**3. Describe the Agency's self-evaluation process.**

- **Identify the tools used**
- **Explain their function in the quality improvement process**
- **Summarize the results of the evaluation from the previous contract period and the changes the agency implemented in response to the findings**

The Gloucester County HSAC will submit a quarterly narrative report which will provide descriptions of activities in comprehensive planning, resource allocation, SSBG contract review and other special initiative/activities up by the HSAC.

The G.C. HSAC will self-evaluate this contract based on Levels of Service (LOS) outlined below as well as information contained on the quarterly narrative reports.

Levels of Service

A. Planning

1. Review, comment and inform the community about information regarding the State/Federal budgets as requested by the NJ Department of Children and Families.
2. If necessary provide an update on implementation of County Priority Populations Plan ro NJDCF by July 1 and December 31, 2012.

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES**

3. County Homeless Planning: Continue to develop service and funding priorities for Social Services for the Homeless funding based on the assessment and review of services needs and programs recommended by Council.
4. Educate agencies, consumers, and the general community, on the Department's initiatives in the community.
5. Participate in the development of the reauthorization of N.J.A.C. 10:2 State Regulations.

**B. Resource Allocation**

Develop, submit and implementation plans for program development or funding reallocations or efficiencies as requested by the State of NJ Departments or their Divisions, or as deemed necessary by the county in coordination with NJDCF and in accordance with the N.J. Administrative Code 10:2(b)

**C. Resource Information**

Ensure availability, accessibility and periodic updates of a comprehensive human directory of programs and services for residents of the county. This may include electronic documents, websites, pamphlets, flyers, etc.

**D. Contract Review**

Participate in the annual review of local NJDCF contracts and site reviews of funded agencies, as requested and provide recommended for their contract renewal or modification. Participation in the mediation of correction or technical assistance by the NJDCF or its Division, Follow up on plan implementation as needed.

**4. Provide a brief description of the agency's most significant accomplishment to date.**

Completed organization in 2013 of the Regional Homelessness Continuum of Care under US. Department of Housing and Urban Development.

Completion of the 2013 Annual Homelessness Assessment Report for US Department of Housing and Urban Development.

Submission of the 2012-2013 Spending Plan for The Emergency Food

**STATE OF NEW JERSEY**  
**DEPARTMENT OF CHILDREN AND FAMILIES**  
and Shelter Grant to the Federal Emergency Management Agency.

Completion of the 2016 Point in Time Homelessness Survey.

On-going monitoring and contract review of County SSBG, Social Services for the Homeless and Emergency Food and Shelter Grant contracts for FY 2016.

Yearly update of the G.C. Teen Services Guide thru the G.C. Commission on Missing and Abused Children.

Development of funding and contract recommendations for the FY2016 Social Services for the Homeless Grant

**5. Explain how the agency collaborates and/or networks with other public and private agencies to serve children and families in the community. Elaborate upon agency outreach efforts.**

The G.C. HSAC members and staff are involved with various state and local boards and commissions. Some of the local boards are staffed by fellow employees within The G.C. Department of Human Services. This allows the G.C. HSAC to act as a informational forum on issues of concern to our residents.

Topics can be discussed and information used to educate our local, state and federal legislators of the human services needs within the coun

**6. Identify any inter-agency agreements regarding the acceptance of referrals and discharge planning, with respect to the continuum of care. Please include copies of any consultant agreements and/or copies of subcontracts.**

None at this time

**7. Cite any staffing patterns, environmental accommodations, and practices employed by the agency that reflect an appreciation and respect for the needs and diversity of the customers served.**

The HSACs membership is based on the social, racial and economic make up of the County of Gloucester. Meetings are held in handicapped accessible locations. Advertised in accordance with the Sunshine regulations and operated in accordance with Roberts Rules of order.

**8. Describe the agency's approach to staff training and development.**

Staff regularly attends NJ HSAC meetings with Commissioners of DCF and DHS

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A  
CORE AGENCY PERSONNEL INFORMATION  
Section 1.3

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO		
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Program Analyst	Richard Gaydos	8:30	4:00	B.A.	Lead Staff to HSAC. CIACC Coordinator
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Senior Accountant	Donn Cucceffa	8:30	4:00	B.A.	Division Staff Accountant
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Senior Clerk Typist	Stephanie Evans	8:00	5:00 T-W-T-F		Clerical
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<input type="checkbox"/> FT <input type="checkbox"/> PT						
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STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A  
CORE AGENCY PERSONNEL INFORMATION  
Section 1.3

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO		
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**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES**

**Annex A  
PROGRAM DESCRIPTION  
Section 2.2**

**Program Name:** Prevention Planning

**Please note that additional information/addenda may be required in order to complete the contract package. Any specific requirements/stipulations pertaining to the program will be forwarded as applicable.**

**Label all answers clearly as outlined below:**

- 1. Provide a brief description of the program/component and its purpose. The description should reflect the goals and services set forth in the initial RFP and any changes that may have resulted from negotiations.**

The Gloucester County Human Services Advisory Council (HSAC) serves in an advisory capacity to the Board of Chosen Freeholders (who appoint its members) and to the New Jersey Department of Children and Families. The advice provided by the HSAC centers around issues relating to planning, development, resource allocation, coordination and the monitoring of human service needs in the county.

In order to fulfill the advisory role to the County and State governments, the HSAC has outlined the following objectives:

**A.**

**Improve Administrative and Service Efficiency**

1.

Continue the use and the implementation of performance

standards in the Management Assistance Program, reviewing all  
purchase of service contracts.

standards in the Management Assistance Program, reviewing  
all purchase of service contracts.

2. Based on local needs and available resources, influence the use  
of dollars and said resources to provide the best quality of  
services possible.

3. Review and comment on human service proposals, attempting  
to fill gaps in service and promote new and/or innovative  
services approaches.

4. Use comprehensive planning as a management tool to develop

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Program Description cont.

resource allocation plans designed to improve service delivery.

B.  
Improved Relationship with the State

- 1.
- Improved communication and coordination related to planning, review, policy setting and evaluation.
2. Work with the NJ Department of Children and Families to clarify the respective roles of County and State with respect to planning, policy setting and evaluation.
  3. Encourage citizen's participation in planning for health and human services in the public/private sectors.

C. Protection of vulnerable and Disabled Populations

1.

Address the problems of child abuse and missing within Gloucester County through the following activities:

- a) Arrange education programs for parents and children.
- b) Provide information concerning the available services in the County and State.
- c) Coordinate the provision of services and programs concerning child abuse and missing children offered in Gloucester and neighboring counties.
  2. Consistent with State target population and service policies, local human service representatives will identify the most needy/disabled populations and the most essential services within the County.
  3. To facilitate the development of specialized services that define present and future agency roles and responsibilities for serving vulnerable target populations and high priority target problems.

**2. Identify the target population served by this program/component (i.e. individuals who have been unemployed for the past 6-12 months).**

- **Provide a brief outline or snapshot of the characteristics, needs, and current circumstances of the population the program intends to serve.**
- **Explain how these customers are distinct in any way from the general population. It is generally viewed as a sign of strength when a program is able to identify the population that will benefit the most from the services provided.**

The Gloucester County HSAC will work toward achieving its goals and responsibilities through its establishment of the following council objectives:

A. Comprehensive Planning

1. Develop, implement and update the comprehensive Human Services plans pursuant to the guidelines issued by the NJ Department of Children.
2. Through the County Homeless Continuum of Care System oversee the development, implementation and update in accordance with the guidelines and timetables issued by the NJ Departments of Human Services and Community Affairs.
3. Facilitate and participate in planning process regarding the impact of Federal Block Grant policies on State-funded human services in accordance with guidelines issued by the NJ Department of Children.
4. Review and comment on information regarding the State of NJ budget as requested by the NJ Department of Children and Families.

B. Allocation of Resources

1. Through a County based process, develop plans for those funding streams that are designated to go through the Human Services Advisory Council by the NJ Department of Children and Families or its Divisions.

C. Review of Contracts

1. Participate in the annual review of local NJDCF contracts and site reviews of funded agencies, as requested and provide recommendations for their contract renewal or modifications. Participate in the mediation of correction or technical assistance by NJDCF or its Divisions. Follow-up on plan implementation as needed.

3. **Detail what the program intends to address through service delivery. State the results the program intends to achieve.**

Program Description cont.

The Gloucester County HSAC will submit a quarterly narrative report which will provide descriptions of activities in comprehensive planning, resource allocation, SSBG contract review and other special initiative/activities up by the HSAC.

The G.C. HSAC will self-evaluate this contract based on Levels of Service (LOS) outlined below as well as information contained on the quarterly narrative reports.

Levels of Service

A. Planning

1. Review, comment and inform the community about information regarding the State/Federal budgets as requested by the NJ Department of Children and Families.

2. If necessary provide an update on implementation of County Priority Populations Plan or NJDCF by July 1 and December 31, 2012.

3. County Homeless Planning: Continue to develop service and funding priorities for Social Services for the Homeless funding based on the assessment and review of services needs and programs recommended by Council.

4. Educate agencies, consumers, and the general community, on the Department's initiatives in the community.

5. Participate in the development of the reauthorization of N.J.A.C. 10:2 State Regulations.

B. Resource Allocation

Develop, submit and implementation plans for program development or funding reallocations or efficiencies as requested by the State of NJ Departments or their Divisions, or as deemed necessary by the county in coordination with NJDCF and in accordance with the N.J. Administrative Code 10:2(b)

C. Resource Information

Ensure availability, accessibility and periodic updates of a comprehensive human directory of programs and services for residents of the county. This may include electronic documents, websites, pamphlets, flyers, etc.

D. Contract Review

Participate in the annual review of local NJDCF contracts and site reviews of funded agencies, as requested and provide recommended for their contract renewal or modification. Participation in the mediation of correction or technical assistance by the NJDCF or its Division, Follow up on plan implementation as needed.

**4. Describe the program approach and method of service delivery.**

Submission of the 2010 G.C. Needs Assessment and Resource Inventory to the NJ Department of Children and Families.

Completed organization in 2013 of the Regional Homelessness Continuum of Care under US. Department of Housing and Urban Development.

Completion of the 2013 Annual Homelessness Assessment Report for US Department of Housing and Urban Development.

Submission of the 2012-2013 Spending Plan for The Emergency Food and Shelter Grant to the Federal Emergency Management Agency.

Completion of the 2015 Point in Time Homelessness Survey.

On-going monitoring and contract review of County SSBG, Social Services for the Homeless and Emergency Food and Shelter Grant contracts for FY 2015.

Yearly update of the G.C. Teen Services Guide thru the G.C. Commission on Missing and Abused Children.

Development of funding and contract recommendations for the FY2015 Social Services for the Homeless Grant

Worked in conjunction with United Way to create East-West Shuttle service for workers to travel to Pureland Industrial Park.

**5. Detail how customers access services.**

- **Cite any physical limitations that might preclude program admission or referral acceptance**
- **Indicate specific documents needed for referrals, when applicable**
- **Discuss referral procedures and discharge planning with respect to the continuum of care**
- **Cite negative and planned discharge procedures**

The G.C. HSAC members and staff are involved with various state and local boards and commissions. Some of the local boards are staffed by fellow employees within The G.C. Department of Human Services. This allows the G.C. HSAC to act as a informational forum on issues of concern to our residents.

Topics can be discussed and information used to educate our local, state and federal legislators of the human services needs within the county.

- 6. Describe the neighborhood(s) and the building(s) where each program site(s) is located. Detail accessibility to mass transportation. Identify the program catchment area.**

Services are located on High St. in Glassboro, NJ. Building also houses Family Success Center. NJ Transit bus service and East-West Community Shuttle are within walking distance.

- 7. Detail the program's emergency procedures. Provide any after-hours telephone numbers, emergency contacts, and special instructions.**

Emergency procedures are within certificate of occupancy issued by Borough of Glassboro. There is no after-hours service for this program. Local police are less than .2 mile from facility.

- 8. Provide the total number of unduplicated customers served in the previous contract period for each of the contracted programs. Unduplicated customers refers to the practice of counting a customer receiving services only once within a service cycle.**

- **Indicate the number of unduplicated customers achieving results.**
- **Indicate how the information was captured and measured.**

Provided in quarterly reports during 2016 contract year.

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES**

**Annex A  
LEVEL OF SERVICE  
Section 2.5**

**Program/Component Name:** Prevention Planning Services  
**Service Type:** Case Management  
**Description of Unit Measurement:** Families Serviced  
**Number of Contracted Slots/Units:** 120  
**Number of Annualized Units:** 120

*Numbers should reflect unduplicated service counts*

	1	2	3
	MONTH	MONTHLY SERVICE DAYS OR UNITS	MONTHLY CONTRACT LOS
1	January	31	10
2	February	28	10
3	March	31	10
4	April	30	10
5	May	31	10
6	June	30	10
7	July	31	10
8	August	31	10
9	September	30	10
10	October	31	10
11	November	30	10
12	December	31	10
	<b>ANNUAL TOTALS</b>	<b>365</b>	<b>120</b>

**STATE OF NEW JERSEY**  
**DEPARTMENT OF CHILDREN AND FAMILIES**  
 Annex A  
**PROGRAM PERSONNEL INFORMATION**  
 Section 2.4

**Program Name:** Prevention Planning

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		% OF TIME TO PROGRAM	QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO			
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Program Director	Nlurca Luis	9:00	5:00	25%	B.A.	Administrative oversight of Family Success Centers and prevention programs. Supervises the prg. supvr.
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Program Supervisor	Kate Read	Flexible	Flexible	100%	B.A.	Direct oversight and implementation of Gloucester Prevention Program. Supervises center staff, including the prevention case manager.  Provides case management services to Gloucester County families that are experiencing challenges or have needs that threaten family stability. Provide, arrange and coordinate the delivery of appropriate services; engage the family in developing a service plan through mutually established goal-directed tasks with appropriate time frames; monitor family progress and revise service planning as needed. Conduct intake assessment with each family to assess eligibility and need for prevention funds, and link families to resources when indicated.
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Case Manager	Enid Stevenson	Flexible	Flexible	100%	B.A.	Provides case management services to Gloucester County families that are experiencing challenges or have needs that

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS	% OF TIME TO PROGRAM	QUALIFICATIONS (DEGREES,	FUNCTIONAL JOB DUTIES
] FT ] PT				%		threaten family stability. Provide, arrange and coordinate the delivery of appropriate services; engage the family in developing a service plan through mutually established goal-directed tasks with appropriate time frames; monitor family progress and revise service planning as needed. Conduct intake assessment with each family to assess eligibility and need for prevention funds, and link families to resources when indicated.
] FT ] PT				%		
] FT ] PT				%		
] FT ] PT				%		
] FT ] PT				%		
] FT ] PT				%		
] FT ] PT				%		

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES**

Annex A  
**PROGRAM PERSONNEL INFORMATION**  
Section 2.4

**Program Name:** \_\_\_\_\_

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A  
SERVICE OUTCOMES  
Section 2.3

**Program Name:** Prevention Planning

For each program component please identify goals, objectives, activities, outcomes, supporting documentation and reporting timeframes using the following definitions and template:

**GOALS:**

Goals articulate the desired results or end point that DCF expects will be achieved through the provision of contracted services. Goal statements speak to the overarching impact that services will have on recipients over a period of time that may reach beyond the contract term.

**OBJECTIVES:**

Objectives define services in qualitative terms. They detail the purpose of program activities and impart a clear understanding of contracted services. Objectives are short term milestones to be achieved during the contract period; they are easy to understand, specific, attainable and they reflect the overarching goals of the program component.

**SERVICE ACTIVITIES:**

Service Activities specify the tasks performed to achieve the identified goals and objectives. They reflect program operations and functionally define contracted services. All service activities are tangible, observable and measurable.

**OUTCOMES:**

Outcomes quantify the program's impact on the target population. They are tied directly to program goals rather than to each objective or service activity. Benchmarks are established to indicate successful program performance in achieving the specified goals. Outcomes may be attainable during the contract period or it may be necessary to track impact data at intervals that extend beyond the contract term (i.e. follow-up data obtained 1 year post discharge).

**REPORTING:**

This section is still under development and should remain blank

**SUPPORTING DOCUMENTATION:**

Supporting documentation refers to any source documents, records or data that reasonably prove or verify outcome reporting. Supporting documentation is retained on file and available for inspection as part of contract monitoring and auditing procedures.

Program Name: Prevention Planning

**Annex A**  
**SERVICE OUTCOMES**  
**Section 2.3**

GOALS	OBJECTIVES	SERVICE ACTIVITIES	OUTCOMES	REPORTING	SUPPORTING DOCUMENTATION
<p>Families will have their basic needs met.</p>	<p>Families will have stabilized housing.</p> <p>Families will have adequate clothing.</p> <p>Families will have a sufficient amount of food in the home.</p>	<p>Staff will assess housing needs and make appropriate referrals and linkages to resources; staff will use prevention funds as needed to stabilize housing and utilities..</p> <p>Staff will assess clothing needs and make appropriate referrals and linkages to resources.</p> <p>Staff will assess the family's need for food and make appropriate referrals and linkages to resources; prevention funds will be used as appropriate to meet emergent needs.</p>	<p>1. a. 80% of families will demonstrate stability/self-sufficiency with meeting basic needs (food, clothing, shelter) as demonstrated by improvement in addressing or consistently meeting those needs.</p> <p>1. b. 80% of families will have their emergency service needs met.</p> <p>1. c. 80% of families at risk of loss of utility services will have utility services stabilized.</p> <p>1. d. 80% of families at risk of homelessness will have their housing stabilized.</p>	<p>Quarterly</p>	<p>LOS submitted to DCF Business Office</p>

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GOALS	OBJECTIVES	SERVICE ACTIVITIES	OUTCOMES	REPORTING	SUPPORTING DOCUMENTATION
<p>Families will increase parenting skills.</p>	<p>Parents will demonstrate adequate parenting patterns such as age-appropriate expectations and non-harmful disciplinary practices.</p>	<p>Staff will conduct pre and post assessment of each family utilizing the NJFSNA tool; where skill enhancement is identified, staff will link family to appropriate service or parenting classes to enhance skill set.</p>	<p>0% of families will demonstrate stability/self-sufficiency with parenting skills issues as evidenced by improvement in parenting skills and knowledge.</p>	<p>Quarterly</p>	<p>LOS submitted to DCF Business Office</p>



GOALS	OBJECTIVES	SERVICE ACTIVITIES	OUTCOMES	REPORTING	SUPPORTING DOCUMENTATION
<p>Families will enhance knowledge of community resources.</p>	<p>Families will increase awareness of community resources.</p> <p>Families will demonstrate use of local resources.</p>	<p>Staff will introduce family to the S.J Resource Directory website, Heart of Gloucester County, Connected Mentoring Advocacy, and other resource networks.</p> <p>Staff will encourage use of community resources and follow-up with families regarding linkages.</p>	<p>80% of families will demonstrate stability/self-sufficiency with community resource utilization issues as demonstrated by improvement in their knowledge of and ability to access community resources.</p>	<p>Quarterly</p>	<p>LOS submitted to DCF Business Office.</p>

**SOURCE DISCLOSURE CERTIFICATION FORM**

Contractor: Gloucester County  
D.H.S./HSAC

Contract Number: 17YTHP

I hereby certify and say:  
I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Contractor.

The Contractor submits this Certification in response to the referenced contract issued by the Division of Purchase and Property, Department of the Treasury, State of New Jersey (the "Division"), in accordance with the requirements of N.J.S.A.52:34-13.2.

**Instructions:**

List every location where services will be performed by the Contractor and all Subcontractors. If any of the services cannot be performed within the United States, the Contractor shall state, with specificity the reasons why the services cannot be so performed. Attach additional pages if necessary.

Contractor and/or Subcontractor	Description of Services	Performance Location By Country	Reasons Why Services Cannot be Performed in US

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Vendor to the Director, Division of Purchase and Property (the "Director").

The Director shall determine whether sufficient justification has been provided by the Contractor to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

I understand that, after award of a contract to the Contractor, it is determined that the Contractor has shifted services declared above to be provided within the United States to sources outside the United States, prior to a written determination by the Director that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the State of New Jersey, the Contractor shall be deemed in breach of contract, which contract will be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions.

I further understand that this Certification is submitted on behalf of the Contractor in order to induce the Division to accept a bid proposal, with knowledge that the Division is relying upon the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Contractor:  
Gloucester County  
D.H.S./HSAC  
Name of Organization or Entity

By: \_\_\_\_\_

Title: Freeholder Director

Print Name: Robert M. Damminger

Date: \_\_\_\_\_

State of New Jersey  
DEPARTMENT OF CHILDREN AND FAMILIES

BUSINESS ASSOCIATE AGREEMENT between the New Jersey Department of Children and Families and Gloucester County Department of Human Services (HSAC) (Agency/Vendor.) for Contract Number 17YTHP .

This Business Associate Agreement sets forth the responsibilities of Gloucester County Department of Human Services (HSAC) (Business Associate), with an address of 115 Budd Boulevard, Route 45 & Budd Boulevard, Woodbury, NJ 08096 and the New Jersey Department of Children and Families, as a **Covered Entity**, in relationship to Protected Health Information (PHI), as those terms are defined and regulated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations adopted there under by the Secretary of the United States Department of Health and Human Services, with the intent that the Covered Entity shall at all times be in compliance with HIPAA and the underlying regulations.

This Business Associate Agreement is entered into for the purpose of the Business Associate providing services on behalf of the Covered Entity.

In consideration for the respective benefits, rights and obligations described above, and for access to the PHI held by Covered Entity, the parties agree to be bound by the terms of this Agreement. There is no underlying contract associated with this Agreement, or the exchange of this PHI.

**A. Definitions:**

1. The terms specified below shall be defined as follows:
  - a. "Business associate" shall mean s a person or entity, other than a member of the workforce of a covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to protected health information. This definition is also applicable to a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of another business associate.
  - b. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall the New Jersey Department of Children and Families.
  - c. "Agreement" shall mean this Business Associate Agreement.
  - d. "Breach" shall mean the unauthorized acquisition, access, use or disclosure of Protected Health Information in a manner not permitted by the Privacy Rule or the Security Rule, which compromises the security of such Protected Health

Information. Breach shall exclude such acquisition, access, use or disclosure described in 45 CFR Section 164.402.

- e. "Designated Record Set" shall mean a group of records maintained by or for the Covered Entity that is the medical records and billing records of individuals maintained by or for the Covered Entity; and the enrollment, payment, claims, adjudication, and case or medical management record systems maintained by or for the Covered Entity, or used, in whole or in part, by or for the Covered Entity to make decisions about individuals.
- f. "HIPAA" shall mean the Health Insurance Portability and Accountability Act.
- g. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including but not limited to, the Privacy Rule and the Security Rule, and shall include the regulations codified at 45 CFR Parts 160, 162 and 164.
- h. "HITECH" shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A of the American Recovery and Reinvestment Act of 2009, P.L. 111-005.
- i. "Individual" shall mean the person who is the subject of the Protected Health Information and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- j. "Notice of Privacy Practices" shall mean the Notice of Privacy Practices required by 45 CFR 164.520, provided by Covered Entity to Individuals.
- k. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E.
- l. "Protected Health Information (PHI)" shall mean individually identifiable health information that is transmitted by electronic media or transmitted or maintained in any other form or medium.
- m. "Record" shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminate by or for a Covered Entity.
- n. "Required by Law" shall have the same meaning as in 45 CFR 164.501.
- o. "Secretary" shall mean the Secretary of the United States Department of Health & Human Services or his designee.

- p. "Security Rule" shall mean the Standards for Security for the Protection of Electronic Protected Health Information, codified at 45 CFR parts 160, 162 and 164.
2. All other terms used herein shall have the meaning specified in the Privacy Rule or in the absence of if no meaning is specified, shall have their plain meaning.

**B. Obligations and Activities of Business Associate**

1. Business Associate may use PHI for the following functions, activities, or services for or on behalf of Covered Entity provided that such use would not violate this Agreement, the HIPAA regulations the Privacy Rule, or Notice of Privacy Practices if done by Covered Entity. In the event that this Agreement conflicts and any other written agreement made between the parties, relating to the exchange of PHI, this Agreement shall control. Business Associate's access to and use of the PHI is limited to the provision of services by the Business Associate on behalf the Covered Entity set forth in the contract between the Business Associate and the Covered Entity.
2. Business Associate may further disclose PHI to a subcontractor/person for the proper management and administration of Business Associate, provided that such disclosure is Required by Law, or would not violate this Agreement, the Privacy Rule, or Notice of Privacy Practices if done by Covered Entity, and Business Associate executes an additional business associates agreement as Required by Law or for the purpose for which it was disclosed to the person, and the subcontractor/person notifies Business Associate of any instances of which it is aware in which PHI has been disclosed. In the event that this agreement conflicts with any other agreement relating to the access or use of PHI, this agreement shall control.
3. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law. In the event that this agreement conflicts with any other agreement relating to the access or use of PHI, this agreement shall control.
4. Business Associate agrees to implement and use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities.
5. Business Associate agrees to take prompt corrective action to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
6. Business Associate agrees to notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, or the Privacy Rule, or of any suspected or actual

breach of security or intrusion whenever it becomes aware within twenty-four hours of Business Associate becoming aware of such use, disclosure or suspected or actual breach of security or intrusion. Business Associate further agrees to take prompt corrective action to cure or mitigate any harmful effects of any such use, disclosure, or actual or suspected breach of security of intrusion.

7. Business Associate agrees to ensure that any officer, employee, contractor, subcontractor or agent to whom it provides PHI received from or maintained, created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI.
8. Access. Business Associate agrees to provide access to PHI in a Designated Record Set to Covered Entity or to an Individual as directed by Covered Entity in order to meet the requirements of 45CFR 164.524, within 30 days of the date of any such request, unless the request is denied by Covered Entity pursuant to 45 CFR 164.524(a)(1), (a)(2) or (a)(3).
9. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as Covered Entity directs in order to meet the requirements of 45 CFR 164.526, within 30 days of such a request, unless the request has been denied pursuant to 45 CFR 164.526(d). Business Associate shall provide written confirmation of the amendment(s) to the Covered Entity.
10. Business Associate agrees to create and maintain an appeal process that meets the requirements of 45 CFR 164.524 and 164.526 that an Individual can utilize if the Individual's request for access to or amendment of PHI is denied.
11. Business Associate agrees to make its comprehensive written information privacy and security program, as well as its internal practices, books and records, including policies and procedures relating to the use and disclosure of PHI received from, or created, maintained, or received by Business Associate on behalf of Covered Entity available to Covered Entity within 30 days of the date of such request, or to the Secretary in a time and manner designated by the Secretary.
12. Business Associate agrees to document all disclosures of PHI which would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate agrees to provide to Covered Entity, within 30 days of the date of such request, all disclosures of PHI.
13. Notwithstanding the provisions of Section D of this Agreement, pursuant to 45 CFR 164.530(j), Business Associate agrees that it and its officers, employees, contractors, subcontractors and agents shall continue to maintain the information required under subsection B(9) of this Agreement for a period of six years from the date of its creation or the date when it was last in effect, whichever is later.

14. Business Associate agrees that from time to time, upon reasonable notice, it shall allow Covered Entity or its authorized agents or contractors, to inspect the facilities, systems, books, records and procedures of Business Associate to monitor compliance with this Agreement. In the event the Covered Entity, in its sole discretion, determines that the Business Associate has violated any term of this Agreement or the Privacy Rule, it shall so notify the Business Associate in writing. Business Associate shall promptly remedy the violation of any term of this Agreement and shall certify same in writing to the Covered Entity. The fact that Covered Entity or its authorized agents or contractors inspect, fail to inspect or have the right to inspect Business Associate's facilities, systems, books, records, and procedures does not relieve Business Associate of its responsibility to comply with this Agreement. Covered Entity's (1) failure to detect, or (2) detection by failure to notify Business Associate, or (3) failure to require Business Associate to remediate any unsatisfactory practices, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Agreement. Nothing in this paragraph is deemed to waive Section E of this Agreement or the New Jersey Tort Claims Act, NJSA 59:1-1 et seq., as they apply to Covered Entity.
15. Business Associate shall implement administrative, physical and technical safeguards that protect the confidentiality, integrity, and availability of PHI in compliance with the Security Rule.
16. Business Associate shall report all security incidents, as defined by the Security Rule, within twenty-four hours of becoming aware of such actual or suspected security incident.
17. Sections 164.308, 164.312 and 164.316 of Title 45, Code of Federal Regulations, apply to Business Associate in the same manner as such sections apply to the Covered Entity. The HITECH requirements that relate to security, and that are applicable to the Covered Entity, shall also be applicable to the Business Associate and are incorporated into this Agreement by reference.
18. In the event of an actual or suspected breach, Business Associate shall provide Covered Entity with a written report, as soon as possible but not later than five ("5") days after the breach/suspected breach became known. The report shall include, to the extent available: a) the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the breach; b) a brief description of what happened, including the date of the breach and the date of the discovery, if known; c) a description of the types of unsecured PHI involved in the breach; d) any steps individuals affected by the breach should take to protect themselves from potential harm resulting from the breach; and e) a description of what Business Associate is doing to investigate the breach, mitigate harm to the individual(s), and protect against future breaches. In addition, the business Associate shall, at the request of the Covered Entity, provide breach notification required by HITECH.

**C. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions.**

1. Covered Entity shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this Agreement, in accordance with the requirements and standards in the Privacy Rule, until such PHI is received by Business Associate.
2. In accordance with 45 CFR 164.520, Covered Entity shall notify Business Associate of any limitations in Covered Entity's Notice of Privacy Practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
3. Covered Entity shall notify Business Associate of any changes in or revocation of permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
4. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
5. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity or under Covered Entity's Notice of Privacy Practices or other policies adopted by Covered Entity pursuant to the Privacy Rule.

**D. Term of Business Associate Agreement**

1. This Agreement shall be effective as of the date the Business Associate and the Covered Entity enter into a contract for the Business Associate's provision of services on behalf of the Covered Entity, and it shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created, maintained or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with subsection 3, below.
2. Upon Covered Entity's knowledge of a material breach or violation(s) of any of the obligations under this Agreement by Business Associate, Covered Entity shall, at its discretion, either:
  - a. Provide an opportunity for the Business Associate to cure the breach or end the violation upon such terms and conditions as Covered Entity shall specify, and if Business Associate does not cure the breach or end the violation, upon such terms and conditions as Covered Entity has specified, Covered Entity may

terminate this Agreement and require that Business Associate fully comply with the procedures specified in subsection 3, below.

- b. Immediately terminate the Contract and require that Business Associate fully comply with the procedures specified in subsection 3, below, if Business Associate has breached a material term of this Agreement and Covered Entity has determined, in its sole discretion, that cure is not possible, or
- c. If neither termination nor cure is feasible, as determined by Covered Entity in its sole discretion, Covered Entity shall report the violation to the Secretary.

3. Effect of Breach of this Agreement.

- a. Except as provided in paragraph b of this section, upon termination of the Contract for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.
- b. Business Associate shall provide Covered Entity with a certification, within 30 days, that neither it nor its subcontractors or agents maintains any PHI in any form, whether paper, electronic or film, received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. Covered Entity shall acknowledge receipt of such certification and, as of the date of such acknowledgement, this Agreement shall terminate.
- c. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Covered Entity shall have the discretion to determine whether it is feasible for the Business Associate to return or destroy the PHI. If Covered Entity determines it is feasible, Covered Entity shall specify the terms and conditions for the return or destruction of PHI at the expense of Business Associate. Upon Covered Entity determining that Business Associate cannot return or destroy PHI, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible; for so long as Business Associate maintains such PHI.

**E. Indemnification and Release**

- 1. Business Associate shall assume all risk and responsibility for, and agrees to indemnify, defend and save harmless Covered Entity, its officers, agents and employees and each and every one of them, from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs (including attorneys fees

and costs and court costs), expenses in connection therewith, on account of loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from Business Associate's use or misuse of PHI or from any action or inaction of Business Associate or its officers, employees, agents or contractors with regard to PHI or the requirements of this Agreement or the Privacy Rule. The provision of this indemnification clause shall in no way limit the obligations assumed by Business Associate under this Agreement, nor shall they be construed to relieve Business Associate from any liability nor preclude Covered Entity from taking any other actions available to it under any other provisions of this Agreement, the Privacy Rule or at law.

2. Notwithstanding the above, the obligations assumed by the Business Associate herein shall not extend to or encompass suits, costs, claims, expenses, liabilities and judgments incurred solely as a result of actions or inactions of Covered Entity.
3. Business Associate further acknowledges the possibility of criminal sanctions and penalties for breach or violation of this Agreement or the Privacy Rule pursuant to 42 USC 1320d-6.
4. Business Associate shall be responsible for, and shall at its own expense, defend itself against any and all suits, claims, losses, demands or damages of whatever kind or nature, arising out of or in connection with an act or omission of Business Associate, its employees, agencies, or contractors, in the performance of the obligations assumed by Business Associate pursuant to this Agreement. Business Associate hereby releases Covered Entity from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under state or federal laws, out of or in connection with Business Associate's performance of the obligations assumed by Business Associate pursuant to this Agreement.
5. The obligations of the Business Associate under this Section shall survive the expiration of this Agreement.

#### **F. Miscellaneous**

1. A reference in this Agreement to a section of the Privacy Rule means the section as in effect or, it may be amended or interpreted by a court of competent jurisdiction.
2. Business Associate and Covered Entity agree to take such action as is necessary to amend this Agreement from-time to time in order that Covered Entity can continue to comply with the requirements of the Privacy Rule and HIPAA and case law that interprets the Privacy Rule or HIPAA. All such amendments shall be in writing and signed by both parties. Business Associate and Covered Entity agree that this Agreement may be superseded by a revised Business Associate Agreement executed between the parties after the effective date of this Agreement.

3. The respective rights and obligations of Business Associate and Covered Entity under Section D, "Term of Business Associate Agreement", above, shall survive the termination of the Contract. The respective rights and obligations of Business Associate and Covered Entity under Section E, "Indemnification", and Section B(11), "Internal Practices", above, shall survive the termination of this Agreement.
4. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and HIPAA, as it may be amended or interpreted by a court of competent jurisdiction.
5. Nothing expressed or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Business Associate and Covered Entity, and any successor state agency to Covered Entity, any rights, remedies, obligations or liabilities whatsoever.
6. Any notices to be given hereunder shall be made via Regular and Certified US Mail, Return Receipt Requested, and if possible, by facsimile to the addresses and facsimile members listed below:

Business Associate: Gloucester County Department of Human Services

115 Budd Boulevard, Route 45 & Budd Boulevard,  
Woodbury, NJ 08096

Facsimile # 856-384-0207

Covered Entity: 1. Privacy Officer

Department of Children and Families  
101 South Broad Street  
7<sup>th</sup> Floor, PO 975  
Trenton, NJ 08625  
ATTN: HIPAA Privacy Officer

Facsimile# (609) 292-3931

2. DCF Business Manager

4 Echelon Plaza, 1<sup>st</sup> Floor, 201 Laurel Road

Voorhees, NJ 08043

Facsimile# (856) 770-1349

7. As the Covered Entity is a body corporate and politic of the State of New Jersey, the signature of its authorized representative is affixed below. The undersigned representative of Covered Entity certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such Covered Entity to this document.

The undersigned representative of Business Associate certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such Business Associate to this document.

Covered Entity:

Business Associate:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Juanita Byrd  
Printed Name

Robert M. Damminger  
Printed Name

Business Manager / SBO  
Title

Freeholder Director  
Title

DCF  
Agency

Gloucester County Dept. of Human Services  
Agency

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

Certification Regarding Debarment, Suspension, Ineligibility and  
Voluntary Exclusion Lower Tier Covered Transactions

READ THE ATTACHED INSTRUCTIONS BEFORE SIGNING THIS CERTIFICATION.  
THE INSTRUCTIONS ARE AN INTEGRAL PART OF THE CERTIFICATION.

1. The prospective lower tier participant certifies, by submission of this Certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or agency.
  
2. The provider certifies, by submission of this Certification, that neither it nor its principals is presently disqualified, debarred, or suspended from doing business within the State of New Jersey, pursuant to Executive Order#34-1976. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

County of Gloucester  
Board of Chosen Freeholders

\_\_\_\_\_  
Name of Provider Agency

Robert M. Damminger  
Freeholder Director  
\_\_\_\_\_  
Printed Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions

**Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
  2. The certification in this clause is a material representation of facts upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
  3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
  4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
  5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
  6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
  7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to,
-

check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

10. By signing the Certification, the participant is also certifying that neither it nor its principals is presently disqualified, debarred, or suspended from doing business within the State of New Jersey, pursuant to Executive Order#34-1976.



**New Jersey State Policy Prohibiting  
Discrimination in the Workplace**

**AND**

**Procedures for Processing Internal Complaints Alleging  
Discrimination in the Workplace**

**ACKNOWLEDGEMENT OF RECEIPT**

The State of New Jersey is committed to providing every employee with a workplace free from unlawful discrimination.

The "New Jersey State Policy Prohibiting Discrimination in the Workplace" (*State Policy*) applies to state employees and agencies. This policy applies to both conduct that occurs in the workplace and conduct that occurs at any location which can be reasonably regarded as an extension of the workplace (any field location, any off-site business-related social function, or any facility where State business is being conducted and discussed). This policy is being distributed to State-wide vendors/contractors with whom a State agency has a direct relationship. Vendors/contractors are requested to become familiar with the policy, and with the "Procedures for Internal Complaints Alleging Discrimination in the Workplace" (*Procedures*).

Any questions you may have about the *State Policy* or *Procedures* should be directed to Jillian Hendricks, Director of the Office of EEO/AA at 609-888-7177, or an email sent to [dcfeeo@dcf.state.nj.us](mailto:dcfeeo@dcf.state.nj.us).

Please sign this Acknowledgement of Receipt form to confirm receipt of the updated *State Policy* and *Procedures*. Please return this form to:

Department of Children and Families  
Office of Equal Employment Opportunity and Affirmative Action  
50 East State Street, 4<sup>th</sup> Floor  
P. O. Box 717  
Trenton, NJ 08625-0717

Agency Name: Gloucester County Board of Chosen Freeholders

Agency Address: P.O. Box 337  
Woodbury, NJ 08096

Director/CEO Name (Print): Robert M. Damminger

Title: Freeholder Director

Signature of Director/CEO: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM**

County of Gloucester

Solicitation Number: \_\_\_\_\_ Bidder/Offeror: Human Services Advisory Council

**PART 1: PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR "NO" BOX.  
PLEASE REFER TO THE PERSONS AND/OR ENTITIES LISTED ON YOUR OWNERSHIP DISCLOSURE FORM WHEN ANSWERING THE  
QUESTIONS BELOW.**

**NON-PROFIT ENTITIES: PLEASE LIST ALL OFFICERS/DIRECTORS IN PART 2 OF THIS FORM. YOU WILL BE REQUIRED TO ANSWER THE  
QUESTIONS BELOW WITH RESPECT TO THESE INDIVIDUALS.**

- |   | YES                      | NO                                  |
|---|--------------------------|-------------------------------------|
| 1. Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), any other state or the U.S. Government?                                  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

IF ANY OF THE ANSWERS TO QUESTIONS 1-4 ARE **YES**, PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.  
IF ALL OF THE ANSWERS TO QUESTIONS 1-4 ARE **NO**, PLEASE READ AND SIGN THE FORM BELOW. NO FURTHER ACTION IS NEEDED.  
IF YOU ARE A NON-PROFIT, YOU MUST DISCLOSE ALL OFFICERS/DIRECTORS IN PART 2 BELOW.

**PART 2: PROVIDING ADDITIONAL INFORMATION**

For Questions 1-4 answered "YES", you **must** provide a detailed description of any investigation or litigation, including but not limited to administrative complaints or other administrative proceedings, involving public sector clients during the past 5 years. This description must include the nature and status of the investigation, and for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and if applicable, disposition. Please provide this information in the box labeled "Additional Information" below. The box will prompt you to provide the information referenced above. Please provide thorough answers to each question. Click on the "Add Additional Information" button below the box if you need to make additional entries.

Non-profit bidder/offerors must disclose the individuals serving as officers or directors for purposes of this form. Please indicate all individuals acting in either capacity by providing the information located in the "Officers/Directors" box. If additional entries are needed, click the "Add an Officer/Director Entry" button.

**Once all required information has been disclosed, complete the certification beneath the "Additional Information" section below. Failure to complete this form may render your proposal non-responsive.**

### Additional Information

Person or Entity \_\_\_\_\_ Date of Inception: \_\_\_\_\_

Current Status \_\_\_\_\_

Brief Description \_\_\_\_\_

Caption of Action (if applicable) \_\_\_\_\_ Disposition of Action (if applicable) \_\_\_\_\_

Delete Entry

Bidder/Offeror Contact Name \_\_\_\_\_

Contact Phone Number \_\_\_\_\_

Add Additional Information

### Officers/Directors

Name: Robert M. Damminger \_\_\_\_\_

Title Freeholder Director \_\_\_\_\_ DOB \_\_\_\_\_

Address P.O. Box 337 \_\_\_\_\_

City Woodbury \_\_\_\_\_ State NJ \_\_\_\_\_ Zip Code 8096 \_\_\_\_\_

Phone 856-853-3395 \_\_\_\_\_ E-Mail rdamminger@co.gloucester.nj.us \_\_\_\_\_

Delete Entry

Add An Additional Officer/Director Entry

Certification: I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder; that the State of New Jersey is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract (s) resulting from this certification void and unenforceable.

Full Name (Print): Robert M. Damminger \_\_\_\_\_ Signature: \_\_\_\_\_  
**Do Not Enter PIN as a Signature**

Title: Freeholder Director \_\_\_\_\_ Date: \_\_\_\_\_

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: \_\_\_\_\_

Bidder/Offeror: County of Gloucester HSAC

**PART 1: CERTIFICATION  
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.  
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

**PLEASE CHECK THE APPROPRIATE BOX:**

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	
_____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

**ADD AN ADDITIONAL ACTIVITIES ENTRY**

Certification: I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder; that the State of New Jersey is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Robert M. Damminger

Signature: \_\_\_\_\_

**Do Not Enter PIN as a Signature**

Title: Freeholder Director

Date: \_\_\_\_\_

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES**

**STANDARD LANGUAGE DOCUMENT  
FOR SOCIAL SERVICE AND TRAINING CONTRACTS**

This CONTRACT is effective as of the date recorded on the signature page between the Department and the Provider Agency identified on the signature page.

WHEREAS the New Jersey Department of Children and Families (the "Department") has been duly designated under the authority of N.J.S.A. 30:1A-1, 30:1-11, 30:1-12, and 30:1-20 to administer or supervise the administration of social service and training programs and has, in turn, designated the Departmental Component to be directly responsible for the funding, implementation and administration of certain social service and training programs, including the program(s) covered by this Contract; and

WHEREAS the Department 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 Department and the Provider Agency agree as follows:

**I. DEFINITIONS**

For the purposes of this document, the following terms, when capitalized, shall have meanings as stated:

Additional Named Insured means an endorsement to an insurance policy extending the coverage to the State of New Jersey against loss in accordance with the terms of the policy. Naming the State as an additional named insured permits the Department to pay the premium should the named insured fail to do so.

Annex(es) means the attachment(s) to this document containing programmatic and financial information.

Contract means one of the Department's social service or training Contracts with a Provider Agency. Terms and conditions of the Contract are included in the Standard Language Document, Annex(es), appendices, attachments and Contract Modifications (including any approved assignments and subcontracts) and supporting documents. The Contract constitutes the entire binding agreement between the Department and the Provider Agency.

Department means the New Jersey Department of Children and Families. It means, where appropriate from the context, the Division, Commission, Bureau, Office, Unit or other designated component of the Department of Children and Families responsible for the administration of particular Contract programs.

Departmental Component means the Division, Bureau, Commission, Office or other Unit within the Department responsible for the negotiation, administration review, approval, and monitoring of certain social service or training Contracts.

Expiration means the cessation of the Contract because its term has ended.

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DEPARTMENT OF CHILDREN AND FAMILIES**

Notice means an official written communication between the Department 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.

The Notice shall also be sent by regular mail and shall be presumed to have been received by the addressee five days after being sent to the last address known by the Department.

Provider Agency (also Provider) means the public or private organization which has a social service or training Contract with the Department.

Termination means an official cessation of this Contract, prior to the expiration of its term that results from action taken by the Department or the Provider Agency in accordance with provisions contained in this Contract.

**II. BASIC OBLIGATIONS OF THE DEPARTMENT**

Section 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 Department 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 Department under this Contract shall be subject to revision on the basis of an audit or audits conducted under Section 3.13 Audit or on the basis of any Department monitoring or evaluation of the Contract.

Section 2.02 Referenced Materials. Upon written request of the Provider Agency, the Department shall make available to the Provider Agency copies of federal and State regulations and other material specifically referenced in this document.

**III. BASIC OBLIGATIONS OF THE PROVIDER AGENCY**

Section 3.01 Contract Services. The Provider Agency shall provide services to eligible persons in accordance with all specifications contained in this Contract.

Section 3.02 Reporting. The Provider Agency shall submit to the Department programmatic and financial reports on forms provided by the Department and within the stated time parameters. The reporting frequency and due date(s) are specified and sample forms to be used are included in the Annex(es), or otherwise made available by the Departmental Component.

Section 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:

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DEPARTMENT OF CHILDREN AND FAMILIES**

- a. State and local laws relating to licensure; federal and State laws relating to safeguarding of client information;
- b. The federal Civil Rights Act of 1964 (as amended);
- c. 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;
- d. The New Jersey Law Against Discrimination (LAD) (N.J.S.A. 10:5-1 et seq.)
- e. The federal Equal Employment Opportunity Act;
- f. Section 504 of the federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of handicap, and regulations thereunder;
- g. The Americans With Disabilities Act (ADA), 42 U.S.C. 12101 et seq.; and
- h. Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645(a)(1) and (b)

Failure to comply with the laws, rules and regulations referenced above shall be grounds for Termination of this Contract for cause.

If any provision 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.

Section 3.04 Business Associate Agreements and State Confidentiality Statues. DCF is a covered entity pursuant to the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C.A. §1320d et seq. (HIPAA); 45 CFR Parts 160 and 164. Before a Provider Agency obtains or is permitted to access, to create, maintain or store Protected Health Information (PHI) as part of its responsibility under this Contract, the Provider Agency shall first execute a Department of Children and Families Business Associate Agreement (BAA). A Provider Agency, whose work under this Contract does not involve PHI is not required to execute a BAA. DCF shall have the sole discretion to determine when a Provider Agency's work will involve PHI. Protected Health Insurance shall have the same meaning as in 45 CFR 160.103.

Provider Agencies that enter any subcontract where the work for the subcontract involves an individual's PHI shall require its subcontractor to execute a BAA that meets all the

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requirements of HIPAA, including those in 45 CFR 164.504(e). A standard form of BAA is available for a Provider Agency's use from the Department. If the BAA is breached by the Provider Agency, or its subcontractor, the Provider Agency shall notify the Department within 24 hours of the breach. The Department may, in its sole discretion and at any time, request a BAA compliance audit or investigation of the Provider Agency or its subcontractor with which the Provider Agency has entered into a BAA. The Provider Agency shall cooperate with all Department requests for a BAA compliance audit and/or investigation and shall require that its subcontractor cooperate with all Departmental requests for BAA compliance audits and investigations.

In addition to the confidentiality requirements of HIPAA, if applicable, a Provider Agency shall maintain the confidentiality of all certificates, applications, records and reports ("Records") that directly or indirectly identify any individual and shall not disclose these Records except where disclosure is consistent with applicable Department statute and regulations and the BAA, if any.

Section 3.05 Business Registration.

**NOTE: This section does not apply to governmental agencies or non-profit organizations.**

The Provider Agency must have a valid Business Registration Certificate (BRC) issued by the Department of Treasury, Division of Revenue prior to the award of a contract in accordance with N.J.S.A. 52:32-44(b). No State Agency may Contract with a Provider Agency if the Provider has not filed for its incorporation papers or filed its annual business registration. Furthermore, no Provider Agency that Contracts with the Department shall enter into any subcontract unless the subcontractor can demonstrate that it is incorporated in the State of New Jersey and its annual business registration is current, and follows the provisions prescribed in this Standard Language Document. Failure to comply with this paragraph or the above-referenced citation will result in cause for the Department to Terminate this Contract.

Section 3.06 Set-Off for State Tax and Child Support. Pursuant to N.J.S.A. 54:49-19, if the Provider is entitled to payment under the Contract at the same time as it is indebted for any State tax (or is otherwise indebted to the State) or child support, the State Treasurer may set off that payment by the amount of the indebtedness.

Section 3.07 Source Disclosure. N.J.S.A. 52:34-13.2, that codified Public Law 2005, c.92 and Executive Order 129, requires when submitting a Request for Proposals and/or Contract, the Provider Agency shall submit as part of their proposal and/or Contract Certification listing where their contracted services will be performed and if the contracted services, or any portion thereof, will be subcontracted and where any subcontracted services will be performed.

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Any changes to the information submitted in the Source Disclosure Certification during the term of the Contract must be immediately reported to the Director of the Division of Purchase and Property and to the Departmental Component within the Department for whom the contracted services are being performed. A Provider that shifts its activities outside the United States and its constituent Commonwealths and territories without prior written affirmation by the Director attesting to the fact that extraordinary circumstances required the shift or that the failure to shift the services would result in the infliction of economic hardships to the State of New Jersey, shall be deemed to be in breach of Contract which would be subject to Termination by the Department.

Section 3.08 Provider Certification and Disclosure of Political Contributions.

**NOTE: Non-profit organizations are exempted from the requirements of Section 3.08.**

N.J.S.A. 19:44A-20.13 to 19:44A-20.25, that codified Public Law 2005, Chapter 51 and Executive Order 134, and Executive Order 117, requires that any for-profit agency that seeks or contracts to provide services in the amount of \$17,500 or more must submit to the Department the Certification and Disclosure of Political Contribution forms. This form includes a certification that the business entity has not, during certain specified time frames, solicited or made any contribution of money, pledge of reportable contributions, including in-kind contributions, to any candidate committee and/or election fund of the Governor or Lieutenant Governor, any legislative leadership committee or any State, county or municipal political party committee. The form also requires disclosure of any of the above-referenced reportable contributions made by the business entity, its principals, officers, partners, directors, spouses, civil union partners and resident children.

If awarded a Contract, the Provider will, on a continuing basis, continue to report any Contribution it makes during the term of the Contract, and any extension(s) thereof. Failure to do so will result in Termination of the Contract and could result in the debarment from public contracting of the Provider for a period of up to five years.

Section 3.09 Contract Certification and Political Contribution Disclosure Form. The Provider Agency is advised of its responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c.271, section 3 if the Provider Agency receives Contracts in excess of \$50,000 from a public entity in a calendar year. It is the Provider Agency's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at (888) 313-3532 or at [www.elec.state.nj.us/](http://www.elec.state.nj.us/)

Section 3.10 Equal Employment Opportunity. Pursuant to N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27, during the performance of this Contract, the Provider Agency agrees as follows:

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- a. The Provider Agency and any subcontractor(s) will not discriminate against any client, employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- b. Except with respect to affectional or sexual orientation and gender identity or expression, the Provider will take affirmative action to ensure that such applicants are recruited and employed by DCF contracted agencies.
- c. The Provider Agency will ensure that equal opportunity is afforded to all employees in recruitment and employment, and that all employees are treated equally during employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, disability, nationality 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.
- d. The Provider Agency 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.
- e. The Provider Agency and subcontractor(s), in all solicitations or advertisements for employees placed by or on behalf of the Provider shall state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- f. The Provider Agency and subcontractor(s) will send a notice to each labor union or representative with which it has a collective bargaining agreement, other contract, or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Provider's commitments under this act and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
- g. The Provider Agency and subcontractor(s) agree 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.

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- h. The Provider Agency or subcontractor agrees to make a good faith attempt to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Division of Contract Compliance & EEO pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- i. The Provider Agency or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- j. The Provider Agency 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 State and federal law and applicable State and federal court decisions.
- k. The Provider Agency and subcontractor agree to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.
- l. The Provider Agency and its subcontractors shall furnish such reports or other documents to the Department from time to time in order to carry out the purposes of these regulations, and the Department shall furnish such information to the Department of Treasury, Division of Contract Compliance and EEO, as may be requested by the DCF for conducting a compliance investigation pursuant to Subchapter 10 of N.J.A.C.17:27.

Section 3.10.1 Anti-Discrimination Provisions. Pursuant to N.J.S.A. 10:2-1, during the performance of this Contract, the Provider Agency agrees as follows:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or

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furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$ 50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

Section 3.11 Department Policies and Procedures. In the administration of this Contract, the Provider Agency shall comply with all applicable policies and procedures issued by the Department 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.

Section 3.12 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;

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- c. Effective internal control structure 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 for 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; and
- g. Procedures consistent with the provisions of any applicable Departmental policies and procedures for determining the reasonableness, allowability, and allocability of costs under this Contract.

Section 3.13 Audit. The Department requires submission of the Provider Agency's annual organization-wide audit. Non-compliance is grounds for Termination.

Audits shall be conducted in accordance with the Federal Single Audit Act of 1984, generally accepted auditing standards as specified in the Statements on Auditing Standards issued by the American Institute of Certified Public Accountants and Government Auditing Standards issued by the Comptroller General of the United States.

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 or review by the Department, by any other appropriate unit or agency of State or federal government, and/or by a private firm or firms retained or approved by the Department 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 or Expiration. The Provider Agency is subject to audit up to four years after Termination or Expiration of the Contract. If any audit has been started 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 Provider Agency shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such

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records shall be made available to the New Jersey Office of the State Comptroller upon request.

Section 3.14 Federal Davis-Bacon Act and New Jersey Prevailing Wage Act. Any Department Contract containing federal funds in excess of \$2,000 utilized for the construction, alteration, renovation, repair, or modification of public works or public buildings to which the federal government is a party or any Contract for similar work on public works financed with federal funds must comply with the federal Davis-Bacon Act, 40 U.S.C. section 276a et seq. The Davis-Bacon Act requires that the Provider must pay the prevailing wages to each designated worker class engaged under the Contract at wage rates determined by the U.S. Secretary of Labor.

Any subsequent Provider Agency, Contract, or subcontract for any public work in excess of \$2,000 State funds of which the Department is a party shall comply with the N.J. Prevailing Wage Act, N.J.S.A. 34:11-56.27. Such Contracts or subcontracts shall contain a provision stating that the prevailing wage rate, as designated by the New Jersey Commissioner of Labor, must be paid to all designated classes of workers employed through said Contracts or subcontracts. The Provider Agency must determine if the New Jersey Prevailing Wage Act applies and follow all directives per N.J.S.A. 34:11-56 et seq.

Section 3.15 Contract Closeout. The Provider Agency shall comply with all requirements of Department Policy: DCF.P7.01 Contract Closeout. This includes the prompt submittal of the final Report of Expenditures and any other financial or programmatic reports required by the Department. All required documentation is due within 120 days of Contract Expiration or Termination.

**IV. TERMINATION**

The Department may Terminate or suspend this Contract in accordance with the sections listed below.

Section 4.01 Termination for Convenience by the Department or Provider Agency. The Department or Provider Agency may Terminate this Contract upon 60 Days written advance Notice to the other party for any reason whatsoever.

The parties expressly recognize and agree that the Department'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 Department, the Department reserves the right, upon Notice to the Provider Agency, to reduce or Terminate the Contract.

Section 4.02 Default and Termination for Cause. If the Provider Agency fails to fulfill or comply with any of the terms or conditions of the Contract, in whole or in part, the

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Department may by Notice place the Provider Agency in default status, and take any action(s) listed in accordance with Department Policy DCF.P9.05, Contract Default. Notice shall follow the procedures established in the policy.

The above notwithstanding, the Department may immediately upon Notice Terminate the Contract prior to its expiration, in whole or in part, whenever it is determined that the Provider Agency has jeopardized the safety and welfare of the Department's clients, materially failed to comply with the terms and conditions of the Contract, or whenever the fiscal or programmatic integrity of the Contract has been compromised. The Notice of Termination shall state the reason for the action(s); the Provider Agency's informal review options, time frames, and procedures; the effective date of the Termination; and the fact that a request for a review of the decision for action(s) does not preclude the determined action(s) from being implemented.

Section 4.03 Termination Settlement. When a Contract is terminated under any section of Section IV or policy DCF.P9.05, Contract Default, the Provider Agency shall be prohibited from incurring additional obligations of Contract funds. The Department may allow costs which the Provider Agency could not reasonably avoid during the Termination process to the extent that said costs are determined to be necessary and reasonable.

The Provider Agency and Department shall settle or adjust all accounts in a manner specified by the Department and shall be subject to a final audit under Section 3.13 Audit.

**V. ADDITIONAL PROVISIONS**

Section 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.) and the Law Against Discrimination (LAD) (N.J.S.A. 10:5-1 et seq.).

Section 5.02 Assignment and Subcontracts. This Contract, in whole or in part, may not be assigned by the Provider Agency or assumed by another entity for any reason including but not limited to changes in the corporate status of the Provider Agency, without the prior written consent of the Department. Upon prior written notice of a proposed assignment, the Department may:

- a. Approve the assignment and continue the Contract to term;
- b. Approve the assignment conditioned upon the willingness of the assignee to accept all contractual modifications deemed necessary by the Department; or
- c. Disapprove the assignment and either terminate the Contract or continue the Contract with the original Provider Agency.

The Provider Agency may not subcontract any of the services that it has committed to perform or provide pursuant to this Contract without the prior written approval of the

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Department. Such consent to subcontract shall not relieve the Provider Agency of its full responsibilities under this Contract. Consent to the subcontracting of any part of the services shall not be construed to be an approval of said subcontract or of any of its terms, but shall operate only as an approval of the Provider Agency's request for the making of a subcontract between the Provider Agency and its chosen subcontractor. The Provider Agency shall be responsible for all services performed by the subcontractor and all such services shall conform to the provisions of this Contract.

Section 5.03 Client Fees. Other than as provided for in the Annex(es) and/or Departmental Component specific policies, the Provider Agency shall impose no fees or any other types of charges of any kind upon recipients of Contract services.

Section 5.04 Indemnification. The Provider Agency shall assume all risk of and responsibility for, and agrees to indemnify, defend and hold harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs, and expenses in connection therewith on account of the loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from (1) the work, service or materials provided under this Contract; or (2) any failure to perform the Provider's obligations under this Contract or any improper or deficient performance of the Provider's obligations under this Contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Contract.

Furthermore, the provisions of this indemnification clause shall in no way limit the obligations assumed by the Provider under this Contract, nor shall they be construed to relieve the Provider from any liability nor preclude the State of New Jersey, its Agencies, and/or the Department of Children and Families from taking any other actions available to them under any other provisions of this Contract or otherwise in law.

Section 5.05 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 Department may Terminate the Contract for Cause.

Section 5.06 Modifications and Amendments. If both parties to this Contract agree to amend or supplement this Contract, any and all such amendments or supplements shall be in writing and signed by both parties. The amendment or supplement shall incorporate the entire Contract by reference and will not serve to contradict, amend, or supplement the Contract except as specifically expressed in the amendment or supplement.

Section 5.07 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.

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DEPARTMENT OF CHILDREN AND FAMILIES**

Section 5.08 Exercise of Rights. A failure or a delay on the part of the Department 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.

Section 5.09 Recognition of Cultural Sensitivity. The Provider Agency agrees in the performance of this Contract to be sensitive to the needs of the minority populations (as described in section 3.10a of this policy) of the State of New Jersey. This sensitivity includes the employment, if possible, of a culturally diverse staff that can communicate with, and be representative of the entire community it serves.

The Provider Agency shall make programs linguistically appropriate and culturally relevant to underserved minority groups within the community. Appropriate accommodations for services shall be developed and maintained for those minority individuals who are deprived of reasonable access to those services due to language barriers or ethnic, affectional, and cultural differences. In addition, Provider Agencies shall make certain that all programs and services are reflective of the demographic needs of the community, while providing all minorities (as described in section 3.10a of this policy) the opportunity to experience any and all available social services irrespective of their ethnic, affectional, or cultural heritage.

Section 5.10 Copyrights. The Department of Children and Families reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use any work or materials developed under a Department or federally funded Contract or subcontract. The Department also reserves the sole right to authorize others to reproduce, publish, or otherwise use any work or materials developed under said Contract or subcontract.

Section 5.11 Successor Contracts. If an audit or Contract closeout reveals that the Provider Agency has failed to comply with the terms and/or conditions of this Contract, the Department reserves the right to make all financial and/or programmatic adjustments it deems appropriate to any other Contract entered into between the Department and the Provider Agency.

Section 5.12 Sufficiency of Funds. The Provider Agency recognizes and agrees that both the initial provision of funding and the continuation of such funding under the Contract is expressly dependent upon the availability to the Department of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of the Department to make any payment under its Contract with the Provider Agency or to observe and adhere to its performance obligation under the Contract as a result of the failure of the Legislature to appropriate the funds necessary to do so shall not constitute a breach of the Contract by the Department or default thereunder and the Department shall not be held financially liable therefore. In addition, future funding shall not be anticipated from the Department beyond the duration of the Contract with the

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Provider Agency and in no event shall the Contract be construed as a commitment by the Department to expend funds beyond the Termination date set therein.

Section 5.13 Collective Bargaining. State and federal law allows employees to organize themselves into a collective bargaining unit.

Funds provided under this Contract shall not be utilized to abridge the rights of employees to organize themselves into a collective bargaining organization or preclude them from negotiating with Provider Agency management. Funds may be utilized for legitimate and reasonable management purposes at the direction of the Provider Agency during the process of collective bargaining organization.

Section 5.14 Independent Employer Status. Employees of Provider Agencies that Contract with the Department of Children and Families are employees of the Provider Agency, not the State.

In accordance with the National Labor Relations Act, 29 U.S.C.A. 152(2) and State law, N.J.S.A. 34:13A-1 *et seq.*, Provider Agencies are independent, private employers with all the rights and obligations of such, and are not political subdivisions of the Department of Children and Families.

As such, the Provider Agency acknowledges that it is an independent Provider, providing services to the Department of Children and Families, typically through a contract-for-services agreement. As independent contractors, Provider Agencies are responsible for the organization's overall functions that include the overseeing and monitoring of its operations, establishing the salary and benefit levels of its employees, and handling all personnel matters as the employer of its workers. This is also inclusive of any travel allocations the Provider Employee pays to its employees.

The Provider Agency acknowledges its relationship with its employees as that of employer. While the Department has an adjunct role with Provider Agencies through regulatory oversight and ensuring contractual performance, the Provider understands that the Department is not the employer of a Provider Agency's employees.

The Provider Agency further acknowledges that while the Department reimburses Provider Agencies for all allowable costs under the Contract, this funding mechanism does not translate into the Department being responsible for any of the elements of any collective bargaining agreements into which Provider Agencies may enter. Moreover, each Provider Agency understands that it is responsible for funding its own programs and is not limited to the amount of funding provided by the Department, and, in fact, is encouraged to solicit non-State sources of funding, whenever possible.

Section 5.15 Executive Order No. 189. Executive Order No. 189 establishes the expected standard of responsibility for all parties that enter into a Contract with the State of New

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Jersey. All such parties must meet a standard of responsibility that assures the State and its citizens that such parties will compete and perform honestly in their dealings with the State and avoid conflicts of interest.

In compliance with Paragraph 3 of Executive Order No. 189, no Provider Agency shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e, in the Department of the Treasury or any other agency with which such Provider Agency transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i, of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

The solicitation of any fee, commission, compensation, gift, gratuity, or other thing of value by any State officer or employee or special State officer or employee from any Provider Agency shall be reported in writing forthwith by the Provider Agency to the Attorney General and the Executive Commission on Ethical Standards.

No Provider Agency may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such Provider Agency to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

No Provider Agency shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

No Provider Agency shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Provider Agency or any other person.

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DEPARTMENT OF CHILDREN AND FAMILIES**

The provisions cited above shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with Provider Agencies under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate.

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CONTRACT SIGNATURES AND DATES

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 set forth on the preceding pages in Articles I through Article V, and any related Annexes.

This Contract contains 17 pages and is the entire agreement of the parties. Oral evidence tending to contradict, amend or supplement the Contract is inadmissible; the parties having made the Contract as the final and complete expression of their agreement.

BY: \_\_\_\_\_  
(Signature)

Robert M. Damminger  
(Type)

TITLE: Freeholder Director  
(Type)

PROVIDER AGENCY: Gloucester County HSAC

DATE: \_\_\_\_\_

Contract Effective Date: July 1, 2016

Contract Expiration Date: June 30, 2017

Contract Number: 17YTHP

Contract Ceiling: \$300,000

Federal ID#: 21-6000660

Provider Contact Individual: Rick Gaydos

BY: \_\_\_\_\_  
(Signature)

Juanita Byrd  
(Type)

TITLE: Business Manager / SBO  
(Type)

DEPARTMENTAL COMPONENT: DCF

DATE: \_\_\_\_\_

**N.J.S.A. 52:34-13.2 CERTIFICATION**

**SOURCE DISCLOSURE CERTIFICATION FORM-DPA**

17 YTHP

Contractor: County of Gloucester

Purchase Order Number: \_\_\_\_\_

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Contractor.

The Contractor submits this Certification as part of a bid proposal in response to the referenced solicitation issued by the Department of Environmental Protection, State of New Jersey (the "Division"), in accordance with the requirements of N.J.S.A. 54:34-13:2

The following is a list of every location where services will be performed by the contractor and all subcontractors.

<u>Contractor or Subcontractor</u>	<u>Description of Services</u>	<u>Performance Location(s) by Country</u>
<u>Robins' Nest</u>	<u>Case Management</u>	<u>Glassboro, NJ</u>

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Contractor or to the Department or Division issuing the purchase order.

I understand that, after award of a contract to the Bidder, it is determined that the Contractor has shifted services declared above to be provided within the United States to sources outside the United States prior to a written determination by the Director, Division of Purchase and Property, that the services can not be performed in the United States, the Contractor shall be deemed in breach of contract, which contract will be subject to termination for cause pursuant to Section VII.B of the Waivered Services Contracts Standard Terms and Conditions.

I further understand that this Certification is submitted on behalf of the Contractor in order to induce the Department of Environmental Protection to accept a bid proposal, with knowledge that the Department of Environmental Protection and the Department of Treasury are relying upon the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Contractor: Robins' Nest  
[Name of Organization or Entity]

By: \_\_\_\_\_ Title: Freeholder Director

Print Name: Robert M. Damminger Date: \_\_\_\_\_

Low Graphics Version AAA



Current Temperature: 67°F Friday, March 11, 2016

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- Row Officers

### BOARD OF FREEHOLDERS



**Robert M. Damminger**  
 Freeholder Director  
 2 South Broad Street  
 P.O. Box 337  
 Woodbury, New Jersey 0 8096  
 (856) 853-3395  
 (856) 853-3495 - Fax  
 rdamminger@co.gloucester.nj.us

TERM  
 BEGIN END  
 12/31/2015 - 12/31/2018



**Giuseppe (Joe) Chila**  
 Deputy Freeholder Director  
 2 South Broad Street  
 P.O. Box 337  
 Woodbury, New Jersey 0 8096  
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 (856) 853-3324 Fax  
 jchila@co.gloucester.nj.us

12/31/2015 - 12/31/2018



**Lyman Barnes**  
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 (856) 853-3379 Fax  
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12/31/2014 - 12/31/2014



**Daniel Christy**  
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 (856) 853-3385 Fax  
 dchristy@co.gloucester.nj.us

12/31/2013 - 12/31/2016



**Frank DiMarco**  
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 (856) 853-3387 Fax  
 fdimarco@co.gloucester.nj.us

12/31/2013 - 12/31/2016



**Jim Jefferson**  
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 2 South Broad Street  
 P.O. Box 337  
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 (856) 853-3298 Fax  
 jjefferson@co.gloucester.nj.us

11/2014 - 11/2017



**Heather Simmons**

Freeholder  
2 South Broad Street  
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Woodbury, New Jersey 08096  
(856) 853-3378  
(856) 853-3396 Fax  
[hsimmons@co.gloucester.nj.us](mailto:hsimmons@co.gloucester.nj.us)

12/31/2014 - 12/31/2017

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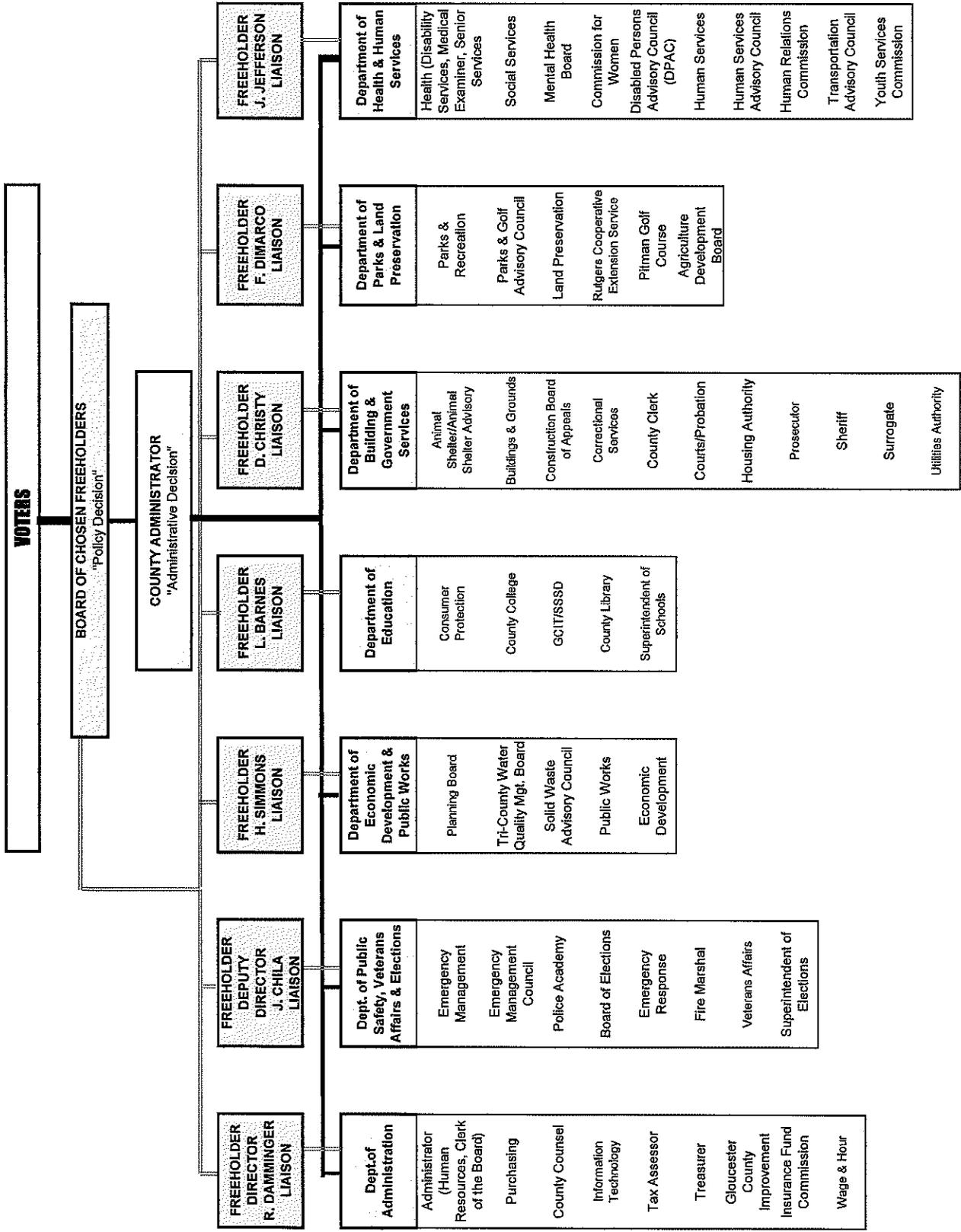
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The County of Gloucester complies with all state and federal rules and regulations and does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex in admission to, access to, or operations of its programs, services, activities or in its employment practices. 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 EEO office at (856) 384-6903 or through the County's ADA Coordinator at (856) 384-6842/New Jersey Relay Service 711.  
[Click here for the full ADA Compliance Statement](#)

GLoucester County Organizational Chart 2015



**Gaydos, Richard**

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**From:** Mc Farland Jr., Calvin D.  
**Sent:** Thursday, May 26, 2016 10:53 AM  
**To:** Gaydos, Richard  
**Subject:** FW: Registration Complete for GLOUCESTER, COUNTY OF / 957362247 / 49RZ4

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**From:** Mc Farland Jr., Calvin D.  
**Sent:** Friday, February 19, 2016 1:09 PM  
**To:** 'Patricia.Handshaw@dcf.state.nj.us'  
**Subject:** FW: Registration Complete for GLOUCESTER, COUNTY OF / 957362247 / 49RZ4

Calvin D. Mc Farland Jr.  
Division of Human & Disability Services  
Gloucester County  
Department of Health & Human Services  
115 Budd Blvd.  
West Deptford, NJ 08096  
856-384-6878 (direct)  
856-384-0207 (fax)

856-384-6870

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.

This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, we apologize for the inconvenience. However, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone at 856.853.3278.

---

**From:** Burke, Michael  
**Sent:** Friday, February 19, 2016 1:02 PM  
**To:** Mc Farland Jr., Calvin D.  
**Subject:** FW: Registration Complete for GLOUCESTER, COUNTY OF / 957362247 / 49RZ4

FYI, all done

**From:** notification@sam.gov [mailto:notification@sam.gov]  
**Sent:** Friday, February 19, 2016 2:02 PM  
**To:** Burke, Michael  
**Subject:** Registration Complete for GLOUCESTER, COUNTY OF / 957362247 / 49RZ4

*This email was sent by an automated administrator. Please do not reply to this message.*

Dear Michael Burke,  
Congratulations! You have successfully completed the registration process for GLOUCESTER, COUNTY OF / 957362247 / 49RZ4 in the U.S. federal government's System for Award Management (SAM).

What happens next?

Your SAM registration will go through an external validation process with the Internal Revenue Service (if applicable) and the Defense Logistics Agency's Commercial and Government Entity (CAGE) Code system.

You will receive another e-mail from SAM.gov once your IRS and/or CAGE validations are complete, which can take up to 10 business days. Until then, you will not be eligible for contracts, assistance awards, or to do business with the Federal government, as determined by your Entity's profile.

Please note:

- If your registration fails the IRS validation step, you will receive an email from SAM.gov with information on next steps needed from you to complete validation.
- If you receive a supplemental email from an "@dla.mil" address regarding issues with your entity and CAGE Code, be sure to follow their instructions critical to passing CAGE validation. CAGE will contact your entity's Government Business Point of Contact as listed in your registration.

Checking the Status of your SAM Registration

You may check on the status of your registration at any time by logging into [www.sam.gov](http://www.sam.gov) and clicking on your Entity Record page. In addition, be sure to check your spam email folder for any communications from SAM, IRS and/or DLA related to your entity's registration. Remember CAGE will contact your Government Business POC and not your SAM Entity Administrator.

Additional questions?

If you have not received another email from SAM.gov and it has been more than 10 business days, you may contact the Federal Service Desk (FSD):

- Submit a question FSD explaining your issue and an agent will respond by email, during normal business hours - Monday through Friday, 8 a.m. to 8 p.m. ET.
- Phone toll-free: U.S. callers, 866-606-8220; international callers, 334-206-7828; U.S. military, via DSN: 866-606-8220.

Thank you,

The System for Award Management (SAM) Administrator  
<https://www.sam.gov/portal/public/SAM>

OTHER RELEVANT INFORMATION related to your registration:

What is a CAGE Code?

Learn more about CAGE Codes and how they are assigned here:

[https://www.fsd.gov/app/answers/detail/a\\_id/186/kw/cage](https://www.fsd.gov/app/answers/detail/a_id/186/kw/cage)

What is CAGE validation?

When you submit your registration in SAM, it is forwarded to CAGE for additional review and validation. If the data you submitted passes all CAGE edits, the registration will be processed automatically and returned to SAM with minimal processing time. This occurs for the majority of registrations. If the CAGE validation process identifies a potential anomaly when matching the key data elements you entered during SAM registration, your registration will be stopped and placed into a manual review process. During the manual review, the CAGE office may need to receive clarification or valid documentation to support the data you entered into the SAM registration. If this is the case, the CAGE office will send an email to the Government Business Point of Contact requesting the needed information. It is important to reply to any emails sent to you by CAGE (coming from an "@dla.mil" e-mail address) within FIVE business days and supply the requested information or documentation. In most instances, if the vendor provides the required information, the CAGE office is able to process registrations that require manual review up to ten business days after receipt from SAM. If you are contacted and do not respond to the email within five business days, your registration will be rejected by the CAGE office and returned to SAM. You will have to access SAM and save/submit on each page of your registration to resubmit to CAGE for processing. Once your registration is active, you can view your CAGE Code on the web by searching the active registrations in SAM, as long as you have not opted out of public display, or by logging in to your account.

Tax Identification Number

The Tax Identification Number (TIN) is a nine-digit number which is either an Employer Identification Number (EIN) assigned by the Internal Revenue Service (IRS)

(<http://www.irs.gov/businesses/small/article/0,,id=98350,00.html>), or a Social Security Number (SSN) assigned by the Social Security Administration (SSA) ([http://www.ssa.gov/replace\\_sscard.html](http://www.ssa.gov/replace_sscard.html)).

If you do not know your TIN, contact the IRS at 1-866-255- 0654 (Option 4). If you operate as an individual sole proprietorship, you may use your SSN if you do not have an EIN, but you are strongly encouraged to apply for and use an EIN. If you are located outside of the U.S. and do not pay employees within the U.S., you are not required to provide a TIN. When entering your TIN on the web site, enter only the numbers; do not include the dashes (Example: 123456789 not 123-45-6789).