Approval of the **July 6, 2022** regular meeting minutes.

**PROCLAMATIONS**

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

**RESOLUTIONS**

**DEPARTMENT OF ADMINISTRATION**

**DIRECTOR DIMARCO**

**DEPUTY DIRECTOR SIMMONS**

**A-1** RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEALS.

The Plaintiff, Omega Engineering, Inc. v. Logan Township, represented by Scott A. Levin, Esquire, Docket filed state tax appeals contesting the assessment on the subject properties known as Block 1603, Lot 16 (Docket No. 008016-2018), Block 1603, Lot 18 (Docket No. 008001-2018), and Block 1603, Lot 27 (Docket No. 008011-2018) 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-2** RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEALS.

The Plaintiff, CNI THL Propco FE, LLC v. Deptford Township, Docket Numbers 005692-2020, 004630-2021, and 004472-2022, represented by Brian A. Fowler, Esquire, filed a state tax appeal contesting the assessment on the subject property known as Block 484, Lot 5 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-3** RESOLUTION AUTHORIZING THE FILING OF A SPENDING PLAN FOR A 2021 RECYCLING ENHANCEMENT ACT TAX FUND ENTITLEMENT PURSUANT TO P.L. 2007 C.311 ET SEQ.

This Resolution authorizes the filing of a Spending Plan for a Recycling Enhancement Act Tax Entitlement pursuant to P.L. 2007 c.311 et seq. The Recycling Enhancement Act was approved on January 14, 2008 and provides entitlement funds to counties in the State of New Jersey to prepare, revise and implement comprehensive Solid Waste Management and Recycling Plans. The 2021 Recycling Enhancement Act Tax Entitlement for Gloucester County is $234,900.00.

**A-4** RESOLUTION APPROVING THE BILL LISTS FOR THE MONTH OF JULY, 2022.

This Resolution approves the bill lists submitted by the County Treasurer for July, 2022, and includes ratification of emergency payments made by the Division of Social Services. Upon approval, the Treasurer is authorized to render payment to vendors set forth on the lists.

**A-5** RESOLUTION AUTHORIZING INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2022 COUNTY BUDGET PURSUANT TO N.J.S.A. 40A:4-67.

This Resolution authorizes the insertion of special revenue items into the budget as follows:

- **Local Core Capacity for Public Health Emergency Preparedness** - $705,803.00. This grant will provide funding to enhance the County’s capabilities as an emergency ready public health department by upgrading, integrating and evaluating local public health jurisdictions preparedness and responses. All activities will focus on enhancing CDC’s Public Health Preparedness Capabilities and additional support for COVID-19 response.

- **Women, Infants and Children (WIC)** - $877,286.00. This grant will help improve the nutrition and health status of eligible pregnant, postpartum and breastfeeding women, infants and children up to the age of five. WIC participants will be encouraged to utilize the available health and social services available and to promote breastfeeding.
• Workforce Innovation and Opportunities Grant (WIOA) - $1,913,954.00. This funding will provide activities that will increase the job retention and earning of participants and increase the occupational skill attainment by participants. This will improve the quality of the workforce, reduce welfare dependency and enhance the productivity and competitiveness of the economy.

• Workforce Learning Link - $22,000.00. These funds will be used to provide ABE/GED and literacy training for residents attending Rowan College of South Jersey. This funding is part of the Workfirst New Jersey program which provides training to individuals in an effort to increase the quality of the workforce, reduce dependency on assistance programs and help residents to become self-sufficient.

• Workfirst New Jersey - $1,634,985.00. This program provides readiness training to residents who are currently receiving public assistance. The training received may be literacy training, work readiness preparation or vocational training. The County has the responsibility of case management which entails working one on one with clients to provide a variety of assistance that is needed for the client to become employed.

• SNAP Pandemic Funding - $95,232.00. The SNAP Pandemic Funding will be used to cover administrative expenditures associated with the need to process the SNAP benefits during this pandemic. Expenditures will be used for overtime needed to process the SNAP benefits in a more timely manner. An increase in the caseload due to the pandemic has caused workers to work extra hours.

• Personal Assistance Service Program (PASP) - $46,782.00. This funding covers the administrative handling and reporting of the PASP program. The clients contract directly with the service providers.

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

DEPUTY DIRECTOR SIMMONS
COMMISSIONER DICARLO

B-1 RESOLUTION AUTHORIZING THE PY2022 ANNUAL ACTION PLAN.

The Resolution authorizes the PY 2022 Annual Action Plan, the Department of Economic Development, Office of Housing and Community Development is seeking approval of the Plan to assist low- and moderate-income individuals and families with housing, infrastructure, Public Services, ADA Barrier Free Activities and community development opportunities within the County. Program Year begins September 1, 2022 with an allocation of $1,352,452.00 in Urban County CDBG Entitlement funds inclusive of Washington Township Entitlement CDBG Funds, and $637,223.00 in HOME Investment Partnership program funds. In accordance with the County’s citizen participation plan, as of June 8, 2022 the Action Plan has been on display for public review and comment for a 30-day period at the Economic Development Center in Deptford and on the County’s website at www.gloucestercountynj.gov.

B-2 RESOLUTION AUTHORIZING A CONTRACT WITH TRIAD ASSOCIATES FROM SEPTEMBER 1, 2022 TO AUGUST 31, 2023 IN AN AMOUNT NOT TO EXCEED $232,500.00.

This Resolution authorizes a contract with Triad Associates, pursuant to RFP#22-051, to provide professional services as a planning consultant and project implementation manager for grant funded programs including CDBG and HOME Investment Partnership Programs, including CARES Act and American Rescue Plan CDBG-CV and HOME-ARP programs, from September 1, 2022 to August 31, 2023, in an amount not to exceed $232,500.00.

B-3 RESOLUTION AUTHORIZING A CONTRACT WITH BLUECAP ECONOMIC ADVISORS, LLC FROM AUGUST 18, 2022 TO AUGUST 17, 2023 IN AN AMOUNT NOT TO EXCEED $100,000.00.

This Resolution authorizes a contract with BlueCap Economic Advisors, LLC, pursuant to RFP#22-054, to provide Economic Development Services to assist prospective companies with navigating the financial incentives while maintaining close relationships and coordinating with NJDEA and other state and federal funding sources, from August 18, 2022 to August 17, 2023, in an amount not to exceed $100,000.00.

B-4 RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT NO. 23-63-022 WITH THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR A GRANT IN THE AMOUNT OF $59,097.00 FOR THE FISCAL YEAR 2023 TRANSIT SUPPORT PROGRAM.

This Resolution authorizes execution of Agreement No. 23-63-022 with the Delaware Valley Regional Planning Commission for the grant in the amount of $59,097.00 ($38,880.00, plus an in-kind amount of $20,417.00 by the County) for the Fiscal Year 2023 Transit Support Program. The Transit Support Program contributes to the County’s ability to improve the efficiency of the regions public transportation network by carrying out a comprehensive local transit planning program. This program supports staff to provide comments and recommendations for improvements to the transit network and also gives the County a voice when determining future transit improvements or changes. This grant allows staff to serve on vital steering committees including the Local Citizens Transportation Advisory Board and also on
committees dealing with projects managed by agencies including New Jersey Transit, NJ Department of Transportation, the Delaware Valley Regional Planning Commission and the Delaware River Port Authority.

B-5 RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT NO. 23-53-312 WITH THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR A GRANT IN THE AMOUNT OF $34,000.00 FOR THE FISCAL YEAR 2023 REGIONAL GIS PROGRAM.

Resolution authorizing the execution of Agreement No. 23-53-312 with the Delaware Valley Regional Planning Commission for the grant in the amount of $34,000.00 for the Fiscal Year 2023 Regional GIS Program. The grant funds Gloucester County’s continued participation in the development of Delaware Valley Regional Planning Commission’s GIS Implementation and Coordination Program. The program is arranged to support the use of transportation data files provided by the State of New Jersey and participating federal agencies. The grant supports the development, maintenance, and sharing of transportation-related data and this project also allows the County to provide the state with additional files that are best fashioned at County and local levels, providing the state with accurate characteristics of roadways and rail systems, as well as assets like guiderail or signs in Gloucester County. Staff will be responsible for participating in the development of transportation network geography, compiling database elements and data sharing, this includes completing mapping requests from County departments as well. This grant enables the County to have a complete file of highway, rail and local road systems. The funds will be used to reimburse staff time as well as make necessary upgrades for computer capabilities.

B-6 RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT NO. 23-61-030 WITH THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR A GRANT IN THE AMOUNT OF $39,100.00 FOR THE FISCAL YEAR 2023 SUPPORTIVE REGIONAL HIGHWAY PLANNING PROGRAM.

Resolution authorizing the execution of Agreement No. 23-61-030 with the Delaware Valley Regional Planning Commission for the grant in the amount of $39,100.00 the Fiscal Year 2023 Supportive Regional Highway Planning Program. The Supportive Regional Highway Planning Program (SRHPP) grant has been received by the County for over 25 years and contributes to the Planning Division’s highway and transportation planning services. The SRHPP contributes to the County’s transportation highway planning activities including: (1) preparation of the New Jersey Department of Transportation’s multi-million dollar Transportation Improvement Program (TIP), and the formulation of the DVRPC managed Federal Surface Transportation funding program, through which Gloucester County receives funding for various critical infrastructure improvements; (2) participation in various planning activities; including development of the Long Range Plan; participation on selection review committees for various grant programs administered by DVRPC (3) formulation of the County’s Inventory of Transportation Problems; and (4) data management activities such as traffic counts and County road easements and review of impacts new development may have on County transportation network.

B-7 RESOLUTION AUTHORIZING A CONTRACT WITH R.E. PIERSON CONSTRUCTION CO., INC. FROM JULY 20, 2022 TO COMPLETION OF THE PROJECT FOR $1,013,916.26.

This Resolution authorizes a contract with R.E. Pierson Construction Co., Inc. for services regarding stormwater improvements on Clems Run Road (CR 623) in Harrison and Elk Townships, known as Engineering Project #21-12 for $1,013,916.26. R.E. Pierson Construction Co., Inc. submitted the lowest responsive and responsible bid for the Project. C.A.F. No. 22-05962 has been obtained to certify funds.

B-8 RESOLUTION AUTHORIZING A CONTRACT WITH REMINGTON & VERNICK ENGINEERS, INC. FROM JULY 20, 2022 TO COMPLETION OF THE PROJECT FOR $95,852.44.

This Resolution authorizes a contract with Remington & Vernick Engineers, Inc. for professional engineering services regarding the resurfacing of Fries Mill Road (CR 655) between Clayton-Williamstown Road (CR 610) and Delsea Drive (SR 47) in the Borough of Clayton and the Township of Franklin, as per RFP-22-052. Remington & Vernick Engineers, Inc. made the most advantageous proposal based on price and other factors. C.A.F. No. 22-05964 has been obtained to certify funds.

B-9 RESOLUTION AUTHORIZING CHANGE ORDER 03-FINAL TO DECREASE THE CONTRACT WITH ZONE STRIPING, INC.

This Resolution authorizes Change Order 03-Final to decrease the contract with Zone Striping, Inc., by $97,229.52 regarding the 2021 Countywide State Aid Roadway Safety Project, known as Engineering Project #20-15. This decrease is necessary for final adjustment of quantities and the addition of item S-6 Minor Repair to Tangent Guiderail Terminal, resulting in a new contract amount of $804,178.05.

B-10 RESOLUTION AUTHORIZING CHANGE ORDER 02-FINAL TO INCREASE THE CONTRACT WITH JPC GROUP, INC.

This Resolution authorizes Change Order 02-Final with JPC Group, Inc., to increase the contract by $80,469.18 for services regarding the 2021 Gloucester County Pipe Lining Project, known as Engineering Project #20-06. This increase is necessary for final adjustment of quantities and the addition of item S-7 to grout an existing pipe, resulting in a new contract amount of $1,188,256.73. C.A.F. No. 21-06946 has been obtained to certify funds.
B-11 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH RPM LANDSCAPE CONTRACTOR, LLC

This Resolution authorizes an amendment to the contract with RPM Landscape Contractor, LLC due to additional unforeseen services needed for upcoming work scheduled throughout the County on roads and in parks, thereby necessitating an increase in the contract in an amount not to exceed $18,000.00, and resulting in a new total contract amount not to exceed $108,000.00 through August 3, 2022.

B-12 RESOLUTION AUTHORIZING EXTENSION OF THE COUNTY’S PURCHASE OPTION WITH VERIZON CONNECT NWF, INC. VIA THE SOURCEWELL NATIONAL COOPERATIVE PRICING SYSTEM FROM JULY 7, 2022 TO JUNE 6, 2023 IN AN AMOUNT NOT TO EXCEED $90,000.00.

This Resolution authorizes the County to extend its option to purchase for a period of one (1) year, with Verizon Connect NWF, Inc. via the Sourcewell National Cooperative Pricing System, number 020221-NWF, for continuation of vehicle tracking subscriptions at $17.45 per unit, per month, in an amount not to exceed $90,000.00 from July 7, 2022 to June 6, 2023.

DEPARTMENT OF PUBLIC SAFETY & VETERANS AFFAIRS

COMMISSIONER DICARLO
DEPUTY DIRECTOR SIMMONS

C-1 RESOLUTION AUTHORIZING THE EXECUTION OF A JOINT BILLING AGREEMENT WITH VIRTUA HEALTH, INC. FOR THE PROVISION OF EMERGENCY MEDICAL SERVICES BILLING, FROM JULY 7, 2022 TO JUNE 6, 2023.

This Resolution authorizes the execution of a joint billing agreement with Virtua Health, Inc. As part of the regional EMS services, GCEMS will be renewing the contract with Virtua Health, Inc. ("Virtua") for the provision of advanced life support services by Virtua’s Mobile Intensive Care Unit, to Medicare and Medicaid patients transported by Gloucester County EMS. The contract will allow Virtua to reimburse GCEMS for services provided as Virtua will act as the billing agent for GCEMS (for these patients only). This will be a one-year contract period beginning July 7, 2022 to June 6, 2023. Virtua shall pay the County of Gloucester the sum of $432.74 for each patient covered by Medicare and $74.50 for each patient covered by Medicaid.

DEPARTMENT OF HEALTH & HUMAN SERVICES

COMMISSIONER JEFFERSON
COMMISSIONER BARNES

D-1 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH SOUTH JERSEY TRANSPORTATION AUTHORITY FOR BUS SERVICES FROM JULY 1, 2022 TO JUNE 30, 2025.

This Resolution authorizes a Shared Services and Vehicle Use Agreement with the South Jersey Transportation Authority to provide bus transportation services for County residents for the Pureland East/West Community Shuttle and the internal circulator within Pureland Industrial Park, and additional transportation services as may arise during the term of this agreement. The County will provide to the Authority four buses for the project, which will be housed on the Authority’s property. The term of the agreement is from July 1, 2022 to June 30, 2025, in an amount not to exceed $400,000.00 per year depending on funding availability. The County is funding the agreement by using American Rescue Plan Funds.

D-2 RESOLUTION AUTHORIZING AMENDMENTS TO TWO SHARED SERVICES AND VEHICLE USE AGREEMENTS WITH SOUTH JERSEY TRANSPORTATION AUTHORITY FOR BUS SERVICES.

This Resolution provides that the County will amend the Shared Services Agreements with South Jersey Transportation Authority to make available two additional buses to be used, if, and when needed, by the Authority to continue the provision of transportation services to qualified County residents along (1) the Commodore 295 Business Park route and (2) the dialysis/rural shopping routes, in the event the designated County buses are disabled, damaged or garaged for repair.
D-3 RESOLUTION AUTHORIZING AMENDMENTS TO TWO CONTRACTS WITH CENTER FOR FAMILY SERVICES THROUGH DECEMBER 31, 2022.

This Resolution authorizes amendments to two contracts, awarded by the County on January 20, 2021, with Center for Family Services. The County is decreasing the contract awarded per RFP# 21-052-YSC-01 by an amount not to exceed $7,500.00, resulting in a new total contract amount not to exceed $52,500.00 through December 31, 2022, due to a change in demand and increasing the contract awarded per RFP# 21-052-YSC-05 by an amount not to exceed $7,500.00, resulting in a new total contract amount not to exceed $61,848.00 through December 31, 2022, due to a change in demand for additional clients and the availability of additional funding from the redirection of funding from the contract with Center for Family Services, per RFP# 21-052-YSC-01 for Individual Multi-Systemic Therapy Programming services.

D-4 RESOLUTION AUTHORIZING APPLICATION AND ACCEPTANCE OF THE 2023 JUVENILE DETENTION ALTERNATIVE INITIATIVE INNOVATIONS GRANT FROM THE NEW JERSEY JUVENILE JUSTICE COMMISSION FOR $120,000.00.

This Resolution authorizes execution of a grant application and acceptance from the New Jersey Juvenile Justice Commission for 2023 Innovations Grant Funds through Juvenile Detention Alternative Initiative Juvenile System Improvement Funding. The total amount of the grant request is $120,000.00 with a term from January 1, 2023 to December 31, 2023. The funding will provide detention alternative services for family court-involved youth as well as the administrative costs for these programs and services.

E-1 RESOLUTION AUTHORIZING A PURCHASE CONTRACT WITH CSI TECHNOLOGY GROUP FOR A TOTAL AMOUNT OF $35,000.00.

This Resolution authorizes a purchase contract with CSI Technology Group for the VAWA Muskie Report for VW services, installation and training needed by the County Prosecutor’s Office to report data as to what is accomplished with VAWA funds, for a total amount of $35,000.00. C.A.F. Nos. 22-05995 and 22-05996 have been obtained to certify funds.


This Resolution authorizes the County Prosecutor’s Office to apply for a grant from the New Jersey Department of Children and Families for funding available to Gloucester County up to the allocated amount of $296,370.00, which will be used to renovate a freestanding Child Advocacy Center and to purchase technology and equipment that will enhance the provision of services to victims and their families.

E-3 RESOLUTION ACKNOWLEDGING THE ACCURATE FEDERAL FISCAL YEAR OF FFY21 REGARDING FUNDING FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY FOR THE STOP VIOLENCE AGAINST WOMEN ACT (VAWA) GRANT PROGRAM.

This Resolution acknowledges that the accurate federal fiscal year of funding is FFY21, as per Subaward number VAWA-38-21 from the New Jersey Department of Law and Public Safety, regarding funds previously accepted by the County from the VAWA Grant program which were awarded to the Prosecutor’s Office for $31,656.00 with an in-kind match of $206,568.00, for a total project amount of $238,224.00, for the term July 1, 2022 to June 30, 2023.

F-1 RESOLUTION AUTHORIZING AN EMERGENCY CONTRACT WITH SOUTH RIVER HERITAGE CONSULTING, LLC IN AN AMOUNT NOT TO EXCEED $30,000.00.

This Resolution authorizes an emergency contract with South River Heritage Consulting, LLC, in an amount not to exceed $30,000.00, from July 1, 2022 to project completion, for continued archeological study and safety remediation services at Red Bank Battlefield Park, following historical excavations and discovery of Revolutionary War era artifacts at the site during the New Jersey Historical Commission Grant project.
Minutes

6:00 p.m. Wednesday, July 6, 2022

Call to Order

Salute to the Flag

Open Public Meetings Statement

Pursuant to the Open Public Meetings Act, I hereby announce that adequate notice of this meeting has been provided, as required by said Act, which notice was filed with the County Clerk, posted in the vestibule of the County Courthouse and sent to the Courier Post and South Jersey Times on January 3, 2022 at 12:45 p.m.

Roll Call

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Changes to the Agenda – Agenda Item D-4 was removed from the agenda.

Approval of the June 15, 2022 regular meeting minutes.

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Comments:

PROCLAMATIONS

53926 Proclamation in Recognition of Brandon Armstrong as the recipient of the 2022 Paulsboro High School Brotherhood Award. (Previously presented by Commissioner Jefferson on behalf of Commissioner DiCarlo)

53926 Proclamation in Recognition of Luke Dinkels for earning the Rank of Eagle Scout the highest award offered by the Boy Scouts of America, Troop 7044. (Previously presented by Commissioner DiCarlo)

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

OPEN

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Comments: N/A

RESOLUTIONS

DEPARTMENT OF ADMINISTRATION
DIRECTOR DIMARCO
DEPUTY DIRECTOR SIMMONS

53927 RESOLUTION AUTHORIZING AWARD OF A CONTRACT WITH TENEX SOFTWARE SOLUTIONS, INC. FOR $24,200.00.

53928 RESOLUTION AUTHORIZING INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2022 COUNTY BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

53929 RESOLUTION AUTHORIZING AWARD OF SPLIT CONTRACTS FOR PROVIDING TEMPORARY EMPLOYMENT SERVICES TO THE COUNTY OF GLOUCESTER, FROM JULY 6, 2022 TO JULY 5, 2024.

Motion to approve resolutions 53927 through 53929 A-3 as read.

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DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS
DEPUTY DIRECTOR SIMMONS
COMMISSIONER DICARLO

53930 RESOLUTION AUTHORIZING CONTRACTS FOR ON-THE-JOB TRAINING WITH NON-PROFIT AND FOR-PROFIT ORGANIZATIONS USING WORKFORCE INNOVATION AND OPPORTUNITY ACT AND WORK FIRST NEW JERSEY FUNDS FROM JULY 1, 2022 TO JUNE 30, 2024.

53931 RESOLUTION AUTHORIZING THE AUTOMATIC RENEWAL OF AN URBAN COUNTY QUALIFICATION COOPERATION AGREEMENT WITH PARTICIPATING MUNICIPALITIES FOR FISCAL YEARS 2023-2025.

53932 RESOLUTION AUTHORIZING RENEWAL OF A COOPERATION AGREEMENT WITH THE TOWNSHIP OF WASHINGTON FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT FUNDS FOR FISCAL YEARS 2023-2025.

53933 RESOLUTION AUTHORIZING CONSENT TO THE PROPOSED WATER QUALITY MANAGEMENT (WQM) PLAN AMENDMENT ENTITLED CONIFER REALTY, LLC.

53934 RESOLUTION AUTHORIZING CONSENT TO THE PROPOSED WATER QUALITY MANAGEMENT (WQM) PLAN AMENDMENT ENTITLED KNIGHT OWL HOLDINGS V LLC.

53935 RESOLUTION DECLARING INTENT TO VACATE ROAD AND ROADWAY EASEMENTS ON PORTIONS OF THE FORMER ALIGNMENT OF COUNTY ROUTE 683 AKA BLACKWOOD-BARNESBORO ROAD IN THE TOWNSHIPS OF WASHINGTON AND DEPTFORD.

53936 RESOLUTION AUTHORIZING CONTRACTS WITH COLLIERS ENGINEERING & DESIGN, INC., FRENCH & PARRELLO ASSOCIATES, P.A. AND PENNONI ASSOCIATES, INC. FROM JULY 6, 2022 TO JULY 5, 2023 IN AN AMOUNT NOT TO EXCEED $150,000.00 EACH.

53937 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH TAG'S AUTO SUPPLY.
53938 RESOLUTION AUTHORIZING A CONTRACT WITH RIGGINS, INC. FROM AUGUST 4, 2022 TO AUGUST 3, 2024 IN AN AMOUNT NOT TO EXCEED $1,000,000.00 PER YEAR.

Motion to approve Resolutions 53930 through 53938 as read.

<table>
<thead>
<tr>
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<th>No</th>
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<tbody>
<tr>
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Comments: N/A

DEPARTMENT OF PUBLIC SAFETY & COMMISSIONER DICARLO
VETERANS AFFAIRS DEPUTY DIRECTOR SIMMONS

53939 RESOLUTION AUTHORIZING AN EMERGENCY CONTRACT WITH ZOLL DATA SYSTEMS, FROM MAY 1, 2022 TO APRIL 30, 2023 FOR $48,000.00.

53940 RESOLUTION AUTHORIZING AN EMERGENCY CONTRACT WITH CASWORTH ENTERPRISES, INC. FOR $106,100.00.

53941 RESOLUTION AUTHORIZING APPLICATION TO NEW JERSEY DEPARTMENT OF TRANSPORTATION AND ACCEPTANCE OF GLOUCESTER COUNTY ELECTRONIC CRASH DATA TRANSFER ENHANCEMENT GRANT IN THE TOTAL AMOUNT OF $63,900.00 FROM OCTOBER 1, 2022 TO SEPTEMBER 30, 2023.

53942 RESOLUTION AUTHORIZING A CONTRACT WITH B. DUBOIS JR. BURIAL VAULTS, LLC FROM JULY 7, 2022 TO JULY 6, 2024.

Motion to approve Resolutions 53939 through 53942 as read.

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</table>

Comments: N/A

DEPARTMENT OF HEALTH & HUMAN SERVICES COMMISSIONER JEFFERSON
COMMISSIONER BARNES

53943 RESOLUTION AUTHORIZING THE PURCHASE OF EQUIPMENT FROM LAUREL LAWN MOWER SERVICES INC. THROUGH A COOPERATIVE PURCHASING AGREEMENT WITH THE EDUCATIONAL SERVICES COMMISSION OF NJ (ESCNJ) FOR A TOTAL AMOUNT OF $24,498.07.

53944 RESOLUTION AUTHORIZING A PURCHASE FROM TURF EQUIPMENT & SUPPLY COMPANY VIA THE SOURCEWELL NATIONAL COOPERATIVE PRICING SYSTEM FOR $33,124.57.

53945 RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH MARYVILLE, INC. TO INCREASE THE CONTRACT AMOUNT BY $17,400.00, FOR A NEW CONTRACT AMOUNT NOT TO EXCEED $362,043.00 THROUGH DECEMBER 31, 2022.

Agenda Item Pulled RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH SOUTH JERSEY TRANSPORTATION AUTHORITY FOR BUS SERVICES FROM JULY 1, 2022 TO JUNE 30, 2027.

53946 RESOLUTION AUTHORIZING THE AWARD OF CONTRACT WITH UNITED WAY OF GLOUCESTER COUNTY, INC. FROM JULY 1, 2022 TO JUNE 30, 2023 FOR $148,500.00.

53947 RESOLUTION AUTHORIZING AN APPLICATION WITH THE NEW JERSEY DEPARTMENT OF HEALTH AND ACCEPTANCE OF THE LOCAL CORE CAPACITY FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS (LINC) GRANT PROGRAM FROM JULY 1, 2022 TO JUNE 30, 2023 FOR $705,803.00.

53948 RESOLUTION AUTHORIZING AN APPLICATION WITH THE NEW JERSEY DEPARTMENT OF HEALTH AND ACCEPTANCE OF THE FFY 2023 WIC HEALTH SERVICES GRANT FOR THE TERM OCTOBER 1, 2022 TO SEPTEMBER 30, 2023 FOR $877,286.00.
53949 RESOLUTION AUTHORIZING AN APPLICATION WITH THE NEW JERSEY DEPARTMENT OF HEALTH FOR THE STATE STD PROGRAM GRANT FOR THE TERM OCTOBER 1, 2022 TO JUNE 30, 2023 IN AN AMOUNT TO BE DETERMINED.

Motion to approve Resolutions 53943 through 53949 as read.

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</table>

Comments: N/A

DEPARTMENT OF LAW & JUSTICE

COMMISSIONER DESILVIO
COMMISSIONER KONAWEL

53950 RESOLUTION AUTHORIZING A PURCHASE FROM CRIME POINT, INC. FOR A TOTAL AMOUNT OF $22,935.84.

Motion to approve Resolution 53950 as read.

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<th>Commissioner Konawel</th>
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</table>

Comments: N/A

DEPARTMENT OF EDUCATION, LAND & PROPERTY

COMMISSIONER BARNES
COMMISSIONER JEFFERSON

53951 RESOLUTION AUTHORIZING EXTENSION OF THE CONTRACT WITH WASTE MANAGEMENT OF NEW JERSEY, INC. FROM JULY 21, 2022 TO JULY 20, 2023 IN AN AMOUNT NOT TO EXCEED $125,000.00.

Motion to approve Resolution 53951 as read.

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Comments: N/A

DEPARTMENT OF GOVERNMENT SERVICES

COMMISSIONER KONAWEL
COMMISSIONER DESILVIO

Old Business

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

OPEN

<table>
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<th>Commissioner Konawel</th>
<th>Motion</th>
<th>Second</th>
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Comments: Wenonah Councilwoman Jessica Doherty addressed the board asking for their support should it be necessary when submitting the GCL Quit Zone Application. Administrator Bruner said he didn’t believe our support would be necessary but should it be, he doesn’t see this board having a problem supporting the application.

CLOSE

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<tr>
<th>Commissioner Konawel</th>
<th>Motion</th>
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<th>Abstain</th>
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Comments: N/A

Adjournment

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Comments: N/A

Time: 6:15 p.m.
RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEALS

WHEREAS, the Plaintiff, Omega Engineering, Inc. v. Logan Township, represented by Scott A. Levin, Esquire, Docket filed state tax appeals contesting the assessment on the subject properties known as Block 1603, Lot 16 (Docket No. 008016-2018), Block 1603, Lot 18 (Docket No. 008001-2018), and Block 1603, Lot 27 (Docket No. 008011-2018); 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 Stipulations 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 County Commissioners 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 Stipulations of Settlement:

OMEGA ENGINEERING, INC., TAX YEAR 2018:

<table>
<thead>
<tr>
<th>Block/Lot</th>
<th>Original Assessment</th>
<th>Requested Tax Court Judgment</th>
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</thead>
<tbody>
<tr>
<td>1603/16</td>
<td>$1,410,000.00</td>
<td>$1,340,000.00</td>
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<tr>
<td>1603/18</td>
<td>$4,840,000.00</td>
<td>$4,500,000.00</td>
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<tr>
<td>1603/27</td>
<td>$2,940,000.00</td>
<td>$2,795,000.00</td>
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</table>

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 County Commissioners of the County of Gloucester, held on Wednesday, July 20, 2022, at Woodbury, New Jersey.

ATTEST:  

COUNTY OF GLOUCESTER

Laurie J. Burns,  
CLERK OF THE BOARD  

Frank J. Dimarco, Director
<table>
<thead>
<tr>
<th>BL 1603</th>
<th>Year</th>
<th>Assessment</th>
<th>Judgment</th>
<th>Difference</th>
<th>County Taxes</th>
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<td>L 18</td>
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<td>$990.35</td>
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TAX COURT OF NEW JERSEY
COUNTY OF GLOUCESTER

OMEGA ENGINEERING, INC

Plaintiff,

v.

LOGAN TOWNSHIP

Defendant.

Docket No. 008016-2018

Civil Action

Honorable Kathi F. Flamingo, J.T.C.

STIPULATION OF SETTLEMENT

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

<table>
<thead>
<tr>
<th>Block</th>
<th>Lot</th>
<th>Unit Qualifier</th>
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</thead>
<tbody>
<tr>
<td>1803</td>
<td>16</td>
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<table>
<thead>
<tr>
<th>Street Address</th>
<th>Year</th>
<th>Original Assessment</th>
<th>County Tax Board Judgment</th>
<th>Requested Tax Court Judgment</th>
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<tbody>
<tr>
<td>635 Heron Drive</td>
<td>2018</td>
<td>$ 505,000</td>
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<td>$ 835,000</td>
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<td>$ 1,410,000</td>
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<td>$ 1,340,000</td>
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</table>
2. 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.

3. This agreement shall apply to any assignee, tenant and successor in interest of the subject property.

4. Plaintiff shall not file an appeal for tax year 2023 for the subject property except to enforce this settlement.

5. Any Counterclaims filed on behalf of Defendant be and are herein withdrawn.

6. Based upon the foregoing, the undersigned represent to the Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.

7. Taxpayer waives interest that may otherwise be payable pursuant to N.J.S.A. 54:3-27.2 and agrees to accept credits against future property taxes in lieu of any refund.

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

SCOTT A. LEVIN, ESQUIRE
Attorney for Plaintiff

COUNTY OF GLOUCESTER

SCOTT D. BURNS, ESQUIRE
Attorney for Office of Assessment

A. CRAIG BLACK
County Tax Assessor

Dated: ____________________

Page 3 of 3
OMEGA ENGINEERING, INC

Plaintiff,

v.

LOGAN TOWNSHIP

Defendant.

TAX COURT OF NEW JERSEY
COUNTY OF GLOUCESTER

Docket No. 008001-2018

Civil Action

Honorable Kathi F. Flamingo, J.T.C.

STIPULATION OF SETTLEMENT

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

<table>
<thead>
<tr>
<th>Block</th>
<th>Lot</th>
<th>Unit Qualifier</th>
</tr>
</thead>
<tbody>
<tr>
<td>1603</td>
<td>18</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street Address</th>
<th>Year</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Omega Circle</td>
<td>2018</td>
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</tr>
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<table>
<thead>
<tr>
<th>Original Assessment</th>
<th>County Tax Board Judgment</th>
<th>Requested Tax Court Judgment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land $1,350,000</td>
<td>$N/A</td>
<td>$1,350,000</td>
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<tr>
<td>Improvements $3,490,000</td>
<td>$</td>
<td>$3,150,000</td>
</tr>
<tr>
<td>Total $4,840,000</td>
<td>$</td>
<td>$4,500,000</td>
</tr>
</tbody>
</table>
2. 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.

3. This agreement shall apply to any assignee, tenant and successor in interest of the subject property.

4. Plaintiff shall not file an appeal for tax year 2023 for the subject property except to enforce this settlement.

5. Any Counterclaims filed on behalf of Defendant be and are herein withdrawn.

6. Based upon the foregoing, the undersigned represent to the Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.

7. Taxpayer waives interest that may otherwise be payable pursuant to N.J.S.A. 54:3-27.2 and agrees to accept credits against future property taxes in lieu of any refund.

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

SCOTT A. LEVIN, ESQUIRE
Attorney for Plaintiff

COUNTY OF GLOUCESTER

SCOTT D. BURNS, ESQUIRE
Attorney for Office of Assessment

A. CRAIG BLACK
County Tax Assessor
OMEGA ENGINEERING, INC

Plaintiff,

v.

LOGAN TOWNSHIP

Defendant.

TAX COURT OF NEW JERSEY
COUNTY OF GLOUCESTER

Docket No. 008011-2018

Civil Action

Honorable Kathi F. Flamingo, J.T.C.

STIPULATION OF SETTLEMENT

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<tbody>
<tr>
<td>1603</td>
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<table>
<thead>
<tr>
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<th>Year</th>
<th>Original Assessment</th>
<th>County Tax Board Judgment</th>
<th>Requested Tax Court Judgment</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 Killdeer Ct</td>
<td>2018</td>
<td>$1,054,000</td>
<td>$N/A</td>
<td>$1,054,000</td>
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<tr>
<td>Improvements</td>
<td></td>
<td>$1,886,000</td>
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<td>$1,741,000</td>
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<tr>
<td>Total</td>
<td></td>
<td>$2,940,000</td>
<td>$</td>
<td>$2,795,000</td>
</tr>
</tbody>
</table>
2. 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.

3. This agreement shall apply to any assignee, tenant and successor in interest of the subject property.

4. Plaintiff shall not file an appeal for tax year 2023 for the subject property except to enforce this settlement.

5. Any Counterclaims filed on behalf of Defendant be and are herein withdrawn.

6. Based upon the foregoing, the undersigned represent to the Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.

7. Taxpayer waives interest that may otherwise be payable pursuant to N.J.S.A. 54:3-27.2 and agrees to accept credits against future property taxes in lieu of any refund.

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

SCOTT A. LEVIN, ESQUIRE
Attorney for Plaintiff

Dated:__________

COUNTY OF GLOUCESTER

SCOTT D. BURNS, ESQUIRE
Attorney for Office of Assessment

Dated:__________

A. CRAIG BLACK
County Tax Assessor

Dated:__________
RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEALS

WHEREAS, the Plaintiff, CNI THL Propco FE, LLC v. Deptford Township, Docket Numbers 005692-2020, 004630-2021, and 004472-2022, represented by Brian A. Fowler, Esquire, filed a state tax appeal contesting the assessment on the subject property known as Block 484, Lot 5; 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 County Commissioners 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:

<table>
<thead>
<tr>
<th>Block 484, Lot 5, CNI THL PROPCO FE, LLC:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax Year</td>
</tr>
<tr>
<td>2020</td>
</tr>
<tr>
<td>2021</td>
</tr>
<tr>
<td>2022</td>
</tr>
</tbody>
</table>

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 County Commissioners of the County of Gloucester, held on Wednesday, July 20, 2022, at Woodbury, New Jersey.

ATTEST:

COUNTY OF GLOUCESTER

Laurie J. Burns, Clerk of the Board

Frank J. Dimarco, Director
<table>
<thead>
<tr>
<th>BL 484</th>
<th>Year</th>
<th>Assessment</th>
<th>Judgment</th>
<th>Difference</th>
<th>County Taxes</th>
<th>Total Taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>L 5</td>
<td>2020</td>
<td>$11,000,000</td>
<td>9,000,000</td>
<td>$2,000,000</td>
<td>$14,280</td>
<td>$67,140</td>
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<tr>
<td></td>
<td>2021</td>
<td>$11,000,000</td>
<td>7,500,000</td>
<td>$3,500,000</td>
<td>$25,655</td>
<td>$118,860</td>
</tr>
<tr>
<td></td>
<td>2022</td>
<td>$11,000,000</td>
<td>9,200,000</td>
<td>$1,800,000</td>
<td>$13,194*</td>
<td>$61,128*</td>
</tr>
</tbody>
</table>

*based on 2021 tax rates
CNI THL Propco FE, LLC

v.

DEPTFORD TOWNSHIP

Plaintiff,  Docket No. 005692-2020, 004630-2021

Civil Action  004472-2022

Honorable Kathi F. Flamingo, J.T.C.

STIPULATION OF SETTLEMENT

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

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<table>
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<th>Lot</th>
<th>Unit Qualifier</th>
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<tbody>
<tr>
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<td>484</td>
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</table>

<table>
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<tbody>
<tr>
<td>Land</td>
<td>$2,932,500</td>
<td>$N/A</td>
<td>$2,932,500</td>
</tr>
<tr>
<td>Improvements</td>
<td>$8,067,500</td>
<td>$</td>
<td>$6,067,500</td>
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<tr>
<td>Total</td>
<td>$11,000,000</td>
<td>$</td>
<td>$9,000,000</td>
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2. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analyses 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.

3. This agreement shall apply to any assignee, tenant and successor in interest of the subject property.

4. Plaintiff shall not file an appeal for tax year 2023 for the subject property except to enforce this settlement.

5. Any Counterclaims filed on behalf of Defendant be and are herein withdrawn.

6. Based upon the foregoing, the undersigned represent to the Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.
7. Taxpayer waives interest that may otherwise be payable pursuant to \textit{N.J.S.A.} 54:3-27.2 and requests a \textbf{refund} in lieu of a credit against future property taxes.

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

\textbf{LAW OFFICES}

Dated: ______________

BRIAN A. FOWLER, ESQUIRE
Attorney for Plaintiff

\textbf{COUNTY OF GLOUCESTER}

Dated: ______________

SCOTT D. BURNS, ESQUIRE
Attorney for Office of Assessment

Dated: ______________

A. CRAIG BLACK
County Tax Assessor

Page 3 of 3
RESOLUTION AUTHORIZING THE FILING OF A SPENDING PLAN FOR A 2021 RECYCLING ENHANCEMENT ACT TAX FUND ENTITLEMENT PURSUANT TO P.L. 2007 C.311 ET SEQ.

WHEREAS, P.L. 2007 c.311 et seq. (hereinafter the “Act”) provides for the awarding of Recycling Enhancement Act Tax Entitlements by the New Jersey Department of Environmental Protection to designated Solid Waste Management Districts to assist them in the preparation, revision and implementation of comprehensive Solid Waste Management and Recycling plans; and

WHEREAS, the Gloucester County Improvement Authority seeks such financial assistance to fulfill its responsibilities under the Solid Waste Management Act and Recycling Enhancement Act.

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


2. That the County Recycling/HSW Coordinator of the Gloucester County Improvement Authority is hereby authorized and directed to execute and file the Spending Plan with the New Jersey Department of Environmental Protection; to provide additional information and furnish such documents as may be required; to execute such documents as are required; and, to act as the authorized correspondent of the Gloucester County Solid Waste Management District.

3. That the Gloucester County Improvement Authority has been or will be designated by the Gloucester County Board of County Commissioners as the implementing agency to perform the Recycling Enhancement Act Tax Entitlement.

4. That Gloucester County, which is designated as a Solid Waste Management District, agrees to the filing of a Spending Plan consistent with all applicable laws, rules and regulations.

5. That the Gloucester County Solid Waste Management District hereby accepts the terms and conditions set for the Act and the guidelines promulgated thereunder.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on July 20, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

FRANK J. DIMARCO, DIRECTOR

LAURIE J. BURNS,
CLERK OF THE BOARD
Applicant Information
Organization Name: Gloucester County Improvement Authority
Address: 109 Budd Boulevard
City: Woodbury
State: New Jersey
Zip Code: 08096
Federal/Tax ID Number: 52-1448385

*Project Director
Name: Kimberly Fausinio
Title: SWC Assistant Administrator
Address: 933 Monroeville Road
City: Swedesboro
State: New Jersey
Zip Code: 08085
Phone: (650) 478-6045
Email: kfausinio@gclanj.com

*Contact Person
Name: Kimberly Fauslinio
Title: SWC Assistant Administrator
Address: 933 Monroeville Road
City: Swedesboro
State: New Jersey
Zip Code: 08085
Phone Number: (650) 478-6045
Email: kfauslinio@gclanj.com

*Chief Financial Officer
Name: Rhonda Gigliotti
Title: Finance Director
Address: 109 Budd Boulevard
City: Woodbury
State: New Jersey
Zip Code: 08096
Phone: (650) 478-8045
Email: rgigliotti@gclanj.com

*Authorized Signatory
07/00/2022
Name: Thomas Sullivan
Title: Administrator
Address: 503 Mooreville Road
City: Swedesboro
State: New Jersey
Zip Code: 08085
Phone: (856) 478-0045
Email: tsullivan@gcianj.com

*Indicate the timeframe for ALL activities to be undertaken with this grant:
Begin Date: 4/1/2022
End Date: 4/1/2023
Duration: 12 Months & 1 Days Months

Personnel Expected to Participate In Work Project and Their Responsibilities:
*Name/Work Unit:
Title: Recycling Department
*Responsibilities:
Oversee Tasks 1, 2 and 3
Checkmark to add additional Personnel.
Recycling Enhancement Act 2021
REA-2021-Gloucester County Improve-00623
Gloucester County Improvement Authority
Task Information: 1-2022/2023 HOUSEHOLD SPECIAL WASTE (HSW) PROGRAM

Describe below each work task to be funded by the Entitlement

Task Number: 1

*Task Name: 2022/2023 HOUSEHOLD SPECIAL WASTE (HSW) PROGRAM

*Task Description:
The GCIA shall use these entitlement funds to cover the 2022/2023 Household Special Waste (HSW) Program expenses. We held four HSW events per year. These funds will be used to cover contractor (Clean Ventures Inc./AV Enviro) fees and HSW promotional/advertising costs. In addition to our regular HSW posters and brochures we usually supply to each Town and County Office, and including HSW Event Information on our website and County newsletter, we will be doubling our advertising efforts in our local newspaper in order to better promote the program. The GCIA shall submit to the Department all related invoices, charges and progress reports as required

*Task Cost: $150,000.00

*Describe Source of Funding: Partially funded with REA Grant Funds and County Funds

for example, "Fully funded with REA Grant Funds" or "Partially funded with REA Grant Funds and County Funds"

Contractors/Consultants for this Specific Task (If applicable):
Name: Clean Ventures Inc./AV Enviro
Responsibilities: Contractor for event
Check here to add an additional contractor/consultant

Comments:

Additional Information:
Upload any additional documentation or attachments
Describe below each work task to be funded by the Entitlement

Task Number: 2
*Task Name: 2022/2023 TIRE AMNESTY PROGRAM

*Task Description:
The GCIA shall use those entitlement funds to cover the 2022/2023 Tire Amnesty Program expansion. These funds will be used to cover contractor (Carbone Industrial Services, LLC) fees for the removal of the estimated 10,000+year tires accumulated through the 2022/2023 Program every March. Tires are accepted from County residents, farmers and municipal public works departments. We accept automotive & light truck tires with or without ribs the entire month of March, Monday - Friday plus one Saturday. These funds will also include all promotional/advertising costs. We place a large advertisement in our local newspaper four weeks in a row, advertise on NJ.com as well as include Tire Program Collection Information on our website and County newsletter. This annual program has been running since 2001 and is always very well received by the residents. Since 2001, we have kept 260,043 tires out of the waste stream. The GCIA shall submit to the Department all related invoices, charges and progress reports as required.

*Task Cost: $40,000.00

*Describe Source of Funding: Partially funded with REA Grant Funds and County Funds

for example, "Fully funded with REA Grant Funds" or "Partially funded with REA Grant Funds and County Funds"

Contractors/Consultants for this Specific Task(If applicable):
Name: Carbone Industrial Services
Responsibilities: Contractor for removal of tires collected during the month of March.

Check here to add an additional contractor/consultant

Comments:

Additional Information:
Upload any additional documentation or attachments
Recycling Enhancement Act 2021
REA-2021-Gloucester County Improve-00023
Gloucester County Improvement Authority

Task Information: 3-2022/2023 RECYCLING PROMOTIONAL/EDUCATIONAL MATERIALS

Describe below each work task to be funded by the entitlement

Task Number: 3

*Task Name: 2022/2023 RECYCLING PROMOTIONAL/EDUCATIONAL MATERIALS

*Task Description:
The GCIA shall use entitlement funds to cover the 2022/2023 recycling education and promotional material expenses. These funds will be used to cover our Annual Recycling Guide, Municipal Shredding Event Sponsorships, the printing of handout brochures, advertising for new programs, and the purchase of novelties promoting the education of recycling practices in Gloucester County. In 2018 the GCIA increased the Shred Event Sponsorships from $1,000 to $1,500 per town and the program was very well received by twenty-one of our twenty-four municipalities. I am hoping to attract all twenty-four towns this year. Our towns may ridicule their shredding tonnages on their annual tonnage reports to increase their recycling tonnage and rates. The GCIA shall submit to the Department all related invoices, charges and progress reports as required.

*Task Cost: $44,900.00

*Describe Source of Funding: Partially funded with REA Grant Funds and County Funds

for example, "Fully funded with REA Grant Funds" or "Partially funded with REA Grant Funds and County Funds"

Contractors/Consultants for this Specific Task (if applicable):
Name:
Responsibilities:
Check here to add an additional contractor/consultant

Comments:

Additional Information:
Upload any additional documentation or attachments
<table>
<thead>
<tr>
<th>Personnel</th>
<th>Personnel Info</th>
<th>Task Number</th>
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<td>Personnel Title:</td>
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<td>Annual Wage:</td>
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<td>% of Time on</td>
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<td>%</td>
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07/06/2022
### Recycling Enhancement Act 2021

**Organisation:** Gloucester County Improvement Authority  
**Budget Details:** REA-2021-Gloucester County Improve-00023

<table>
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<th>% of Time on</th>
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<th>Personnel Title:</th>
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<th>% of Time on</th>
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</tr>
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01/05/2023

Page 2 of 7
| % of Time on Project | % | Sub-Total Salaries: | $0 | $0 | $0 |

2. Fringe Benefits

Personnel Name: 
Personnel Title: 
Avg. Anticipated Annual Wage: 
% of Time on Project: 
Check to add additional personnel salaries

Personnel Name: 
Personnel Title: 
Avg. Anticipated Annual Wage: 
% of Time on Project: 
Check to add additional personnel salaries

Personnel Name: 
Personnel Title: 
Avg. Anticipated Annual Wage: 
% of Time on Project: 
Check to add additional personnel salaries

Personnel Name: 
Personnel Title:
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### Budget Details

**Organization:** Gloucester County Improvement Authority  
**REA-2021-Gloucester County Improva-00029**

<table>
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<tr>
<th>Task Number &amp; Item</th>
<th>Contractor/Consultant Name</th>
<th>Task Name</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>86-2022/2023 HOUSEHOLD SPECIAL WASTE PROGRAM</td>
<td>Clean Venture Inc./ACV Enviro</td>
<td></td>
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<td>$150,000.00</td>
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<td>2022/2023 TIRE AMNESTY PROGRAM</td>
<td>Carbon Industrial Services</td>
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<td>Sub-Total</td>
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<td>$190,000.00</td>
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**C. Other Costs**

<table>
<thead>
<tr>
<th>Task Number &amp; Name</th>
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<th>Amount</th>
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<tbody>
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**5. Travel**

<table>
<thead>
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<tr>
<td>07/05/2022</td>
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<tr>
<td>Category</td>
<td>Task Number &amp; Name</td>
</tr>
<tr>
<td>-------------------</td>
<td>--------------------</td>
</tr>
<tr>
<td>2. Consumable Supplies</td>
<td></td>
</tr>
<tr>
<td>3. Equipment</td>
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</tr>
<tr>
<td>4. Vehicles</td>
<td></td>
</tr>
<tr>
<td>5. Miscellaneous</td>
<td>3-2022/2023 RECYCLING PROMOTION</td>
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07/06/2022
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<tr>
<th>Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
<th>Amount 3</th>
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<tr>
<td>Sub-Total</td>
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<td>Miscellaneous</td>
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<td>Total Other Costs</td>
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<td>Grant Total</td>
<td>$234,600.00</td>
<td>$0</td>
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</tbody>
</table>

Additional Documentation

Description:
INSTRUCTIONS FOR SUBMITTING A GRANT APPLICATION (FOR DEP USE ONLY)

- Click on Form Menu and click on the Blank Sheet (Trips) if available.
- Follow the instructions provided on the Screen Sheet (Trips) available.

Project Name: Serenity Farm
Contact Person: Kenneth Foust
Telephone: 660-579-9999
Fax: 660-579-9999
Description: 13 acres & 1.1 Acre
Total Number of Tubs: 3
Project Total, All Tubs: $36,000.00
RESOLUTION APPROVING THE BILL LISTS
FOR THE MONTH OF JULY, 2022

WHEREAS, the Board of County Commissioners 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 July 15, 2022; and

WHEREAS, the County Division of Social Services has submitted their bill list, including daily payments made by the Division, and Administrative payments to be issued, which list was reviewed and approved by the Division’s Finance Officer and Director, and also reviewed and approved by the County Treasurer for the monthly period ending July 15, 2022.

NOW, THEREFORE, BE IT RESOLVED that the County’s bill list for the period ending June 10, 2022, as prepared, reviewed and approved by the County Treasurer is hereby approved by the Board of County Commissioners, and that the County Treasurer is authorized to render payment to each vendor appearing on said list; and

BE IT FURTHER RESOLVED that the County Division of Social Services’ bill list for the period ending July 15, 2022, which includes ratification of prior emergency payments made as prepared, reviewed and approved by the Division’s Finance Officer and Director and the County Treasurer is hereby approved, and that the County Treasurer is authorized to render payment to each vendor appearing on said list.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on July 20, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION AUTHORIZING INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2022 COUNTY 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 2022 as follows:

(1) The sum of $705,903.00, which item is now available as a revenue from the State of New Jersey, Department of Health, Local Core Capacity for Public Health Emergency Preparedness, to be appropriated under the caption of the State of New Jersey, Department of Health, Local Core Capacity for Public Health Emergency Preparedness - Other Expenses.

(2) The sum of $877,286.00, which item is now available as a revenue from the State of New Jersey, Department of Health, Women, Infants and Children (WIC), to be appropriated under the caption of the State of New Jersey, Department of Health, Women, Infants and Children (WIC) - Other Expenses.

(3) The sum of $1,913,954.00, which item is now available as a revenue from the State of New Jersey, Department of Labor and Workforce Development, Workforce Innovation and Opportunities Grant (WIOA), to be appropriated under the caption of the State of New Jersey, Department of Labor and Workforce Development, Workforce Innovation and Opportunities Grant (WIOA) - Other Expenses.

(4) The sum of $22,000.00, which item is now available as a revenue from the State of New Jersey, Department of Labor and Workforce Development, Workforce Learning Link, to be appropriated under the caption of the State of New Jersey, Department of Labor and Workforce Development, Workforce Learning Link - Other Expenses.

(5) The sum of $1,634,985.00, which item is now available as a revenue from the State of New Jersey, Department of Labor and Workforce Development, Workfirst New Jersey, to be appropriated under the caption of the State of New Jersey, Department of Labor and Workforce Development, Workfirst New Jersey - Other Expenses.

(6) The sum of $95,232.00, which item is now available as a revenue from the State of New Jersey, Department of Human Services Division of Family Development, SNAP Pandemic Funding, to be appropriated under the caption of the State of New Jersey, Department of Human Services Division of Family Development, SNAP Pandemic Funding - Other Expenses.

(7) The sum of $46,782.00, which item is now available as a revenue from the State of New Jersey, Department of Human Services Division of Disability Services, Personal Assistance Service Program (PASP), to be appropriated under the caption of the State of New Jersey, Department of Human Services Division of Disability Services, Personal Assistance Service Program (PASP) - Other Expenses.

ADOPTED at a meeting of the Board of County Commissioners of the County of Gloucester held on July 20, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:  FRANK J. DIMARCO, DIRECTOR

LAURIE J. BURNS,  CLERK OF THE BOARD
RESOLUTION AUTHORIZING THE PY2022 ANNUAL ACTION PLAN

WHEREAS, pursuant to requirements established by the U.S. Department of Housing and Urban Development, the County of Gloucester adopted a Resolution on July 8, 2020 approving its five-year Consolidated Plan, which identified housing and community development needs, and develops priorities and multiyear goals from September 1, 2020 to August 31, 2025; and

WHEREAS, the Consolidated Plan requires that each year the County must prepare an Annual Action Plan and the County of Gloucester has prepared the PY 2022 Annual Action Plan to assist low- and moderate-income individuals and families with housing, infrastructure, Public Services, ADA Barrier Free Activities, and community development opportunities, for the period September 1, 2022 through August 31, 2023; and

WHEREAS, the County’s Action Plan serves as the framework which aligns and focuses funding from the Community Development Block Grant Program (CDBG) through the PY 2022 Urban County Entitlement Grant, which includes Washington Township’s allocation, and the Federal Home Investment Partnership Program (HOME) through the HOME Consortium, which consists of all Gloucester County municipalities; and

WHEREAS, the PY 2022 Annual Action Plan was made available for public hearing on April 12, 2022 and June 8, 2022.

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

1. The PY 2022 Annual Action Plan, which includes the applications for funding from the PY 2022 Urban County CDBG Entitlement Program in the amount of $1,352,452.00, which is inclusive of an allocation for Washington Township, and the HOME Program through the County’s HOME Consortium in the amount of $637,223.00, is hereby approved and the Commissioner Director is hereby authorized and directed to file a copy of said applications with the meeting minutes.

2. The Commissioner Director is authorized to: (a) act as a representative of the County of Gloucester, and (2) execute and file applications for financial assistance for such amounts as the U.S. Department of Housing and Urban Development is willing to make available under the specified programs and assure compliance with the conditions that are imposed in accepting funding from these programs, and (3) provide such assurances and execute any and all certifications as required by the U.S. Department of Housing and Urban Development, including any additional or revised data which may be requested during the review of said applications.

ADOPTED at a regular meeting of the County Board of Commissioners of the County of Gloucester, State of New Jersey held on Wednesday, July 20, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST: FRANK J. DIMARCO, DIRECTOR

Laurie J. Burns, Clerk of the Board
CERTIFICATIONS

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

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Consistency with plan -- The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

Signature of Authorized Official

Date

Commissioner Director

Title
Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

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

**Community Development Plan** -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

**Following a Plan** -- It is following a current consolidated plan that has been approved by HUD.

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

1. **Maximum Feasible Priority.** With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. **Overall Benefit.** The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2020, 2021, 2022 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. **Special Assessments.** It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

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

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive Force** -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

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

Signature of Authorized Official ___________________________ Date

Commissioner Director ___________________________

Title ___________________________
OPTIONAL Community Development Block Grant Certification

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

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

Signature of Authorized Official

Date

Commissioner Director

Title
Specific HOME Certifications

The HOME participating jurisdiction certifies that:

**Tenant Based Rental Assistance** -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

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

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

Signature of Authorized Official ____________________________ Date ____________

Commissioner Director ____________________________

Title ________________
APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing Instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

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

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

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM’s Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§40601 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-256), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§229d-3 and 230 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§9001 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. § §1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.


14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1965, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-223); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).


18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 108(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. §11704) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

---

**SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL**

**TITLE**

Commissioner Director

**APPLICANT ORGANIZATION**

Gloucester County

**DATE SUBMITTED**

SF-424D (Rev. 7-07) Back
Application for Federal Assistance SF-424

1. Type of Submission:
   [ ] Preapplication
   [x] Application
   [ ] Continuation
   [ ] Revision

2. Type of Application:
   [x] New
   [ ] Revision
   [ ] Other (Specify):

3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier: 

5b. State Use Only: 

6. Date Received by State: 

7. State Application Identifier: 

8. APPLICANT INFORMATION:

   a. Legal Name: County of Gloucester

   b. Employer/Taxpayer Identification Number (EIN/TIN): 21-6000660

   c. UEI: MWS064AE8779

   d. Address:

      Street: Office of Government Services
      Street2: 1460 Tennyard Road
      City: Sewell
      County/Parish: 
      State: NJ: New Jersey
      Province: 
      Country: USA: UNITED STATES
      Zip/Postal Code: 08080-4222

   e. Organizational Unit:

      Department Name: Dept. of Economic Development
      Division Name: Housing & Community Development

   f. Name and contact information of person to be contacted on matters involving this application:

      Prefix: Mrs.
      First Name: Christina
      Middle Name: 
      Last Name: Velasquez
      Suffix: 
      Title: Supervising Development Specialist

      Email: cvelasquez@co.gloucester.nj.us

      Telephone Number: (856) 307-6664
      Fax Number: 

      Gloucester County, Office of Housing & Community Development
Application for Federal Assistance SF-424

**9. Type of Applicant 1: Select Applicant Type:**
- [ ] County Government

**Type of Applicant 2: Select Applicant Type:**

**Type of Applicant 3: Select Applicant Type:**

**Other (specify):**

**10. Name of Federal Agency:**
- [ ] Department of Housing & Urban Development

**11. Catalog of Federal Domestic Assistance Number:**
- [ ] 14.218

**CPDA Title:**
- Community Development Block Grant Program

**12. Funding Opportunity Number:**

**13. Title:**

**13. Competition Identification Number:**

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

**15. Descriptive Title of Applicant's Project:**
- 2022 Annual Action Plan

Attach supporting documents as specified in agency instructions.

**Add Attachments**  **Delete Attachments**  **View Attachments**
Application for Federal Assistance SF-424

16. Congressional Districts Of:
   * a. Applicant 000102
   * b. Program/Project 000102

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

17. Proposed Project:
   * a. Start Date: 09/01/2022
   * b. End Date: 09/30/2023

18. Estimated Funding ($):

   * a. Federal 1,332,452.00
   * b. Applicant 0.00
   * c. State 0.00
   * d. Local 0.00
   * e. Other 0.00
   * f. Program Income 0.00
   * g. TOTAL 1,332,452.00

19. Is Application Subject to Review By State Under Executive Order 12372 Process?
   a. This application was made available to the State under the Executive Order 12372 Process for review on __________.
   b. Program is subject to E.O. 12372 but has not been selected by the State for review.
   x c. Program is not covered by E.O. 12372.

20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)
   Yes  No

21. "By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or omissions may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 219, Section 1061)

   ** I AGREE

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

Authorized Representative:

Prefix:  Mr.

Middle Name:  D.

* First Name:  Frank

* Last Name:  DiMarco

Suffix:  

* Title:  Commission Director

* Telephone Number:  (856) 853-3360

* Fax Number:  (856) 853-3495

* Email:  dimarco800@gloucester.nj.us

* Signature of Authorized Representative:  

* Date Signed:  

Add Attachment  Delete Attachment  View Attachment
# Application for Federal Assistance SF-424

**1. Type of Submission:**
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

**2. Type of Application:**
- [x] New
- [ ] Continuation
- [ ] Revision
- [ ] Other (Specify):

**3. Date Received:**

**4. Applicant Identifier:**

**5a. Federal Entity Identifier:**

**5b. Federal Award Identifier:**
B-22-00-34-0309

**State Use Only:**

**6. Date Received by State:**

**7. State Application Identifier:**

**B. APPLICANT INFORMATION:**

**a. Legal Name:** County of Gloucester

**b. Employer/Taxpayer Identification Number (EIN/TIN):**

21-8005660

**c. UBI:**
WD75046AE779

**d. Address:**

- **Street:** Gloucester County, Office of Government Services
- **Street2:** 1480 Tanyard Road
- **City:** Sewell
- **County/Parish:**
- **State:** NJ: New Jersey
- **Province:**
- **Country:** USA: UNITED STATES
- **Zip / Postal Code:** 08080-4222

**e. Organizational Unit:**

- **Department Name:** Dept. of Economic Development
- **Division Name:** Housings Community Development

**f. Name and contact information of person to be contacted on matters involving this application:**

- **Prefix:** Mrs.
- **First Name:** Christina
- **Middle Name:**
- **Last Name:** Velasquez
- **Suffix:**

**Title:** Supervising Development Specialist

**Organizational Affiliation:**
Gloucester County, Office of Housing & Community Development

**Telephone Number:** (856) 307-6664

**Fax Number:**

**Email:** cvelasquez@co.gloucester.nj.us
Application for Federal Assistance SF-424

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

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*10. Name of Federal Agency:

   US Department of Housing & Urban Development

11. Catalog of Federal Domestic Assistance Number:

   14.239

CPDA Title:

HOME Investment Partnerships Program

*12. Funding Opportunity Number:

* Title:

13. Competition Identification Number:

Title:

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

Add Attachment  Delete Attachment  View Attachment

*15. Descriptive Title of Applicant's Project:

   2022 Annual Action Plan

Attach supporting documents as specified in agency instructions.

Add Attachments  Delete Attachments  View Attachments
**Application for Federal Assistance SF-424**

16. Congressional Districts Of:

*a. Applicant: XJO102  
b. Program/Project: XJO102  

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

17. Proposed Project:

*a. Start Date: 09/01/2022  
b. End Date: 09/30/2023  

18. Estimated Funding ($):  

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<thead>
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<th></th>
<th>637,223.00</th>
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</thead>
<tbody>
<tr>
<td>a. Federal</td>
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<td>637,223.00</td>
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<tr>
<td>b. Applicant</td>
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</tr>
<tr>
<td>g. TOTAL</td>
<td></td>
<td>637,223.00</td>
</tr>
</tbody>
</table>

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

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on __________.  

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.  

☒ c. Program is not covered by E.O. 12372.  

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

☐ Yes  

☒ No  

If "Yes", provide explanation and attach

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

☒ I AGREE  

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

**Authorized Representative:**

Prefix: Mr.  

First Name: Frank  

Middle Name: J.  

Last Name: Dimarco  

Suffix:  

Title: Commission Director  

Telephone Number: 856-853-3386  

Fax Number: (856) 853-3495  

Email: fdimarco@co.gloucester.nj.us  

Signature of Authorized Representative:  

Date Signed:  

*
RESOLUTION AUTHORIZING A CONTRACT WITH TRIAD ASSOCIATES,  
FROM SEPTEMBER 1, 2022 TO AUGUST 31, 2023  
IN AN AMOUNT NOT TO EXCEED $232,500.00

WHEREAS, the County of Gloucester requires the services of a Planning Consultant/Project Implementation Manager on various projects for the County’s Planning Division relative to the Community Development Block Grant and HOME Investment Partnership Programs, including CARES Act and American Rescue Plan CDBG-CV and HOME-ARP programs, and the County requested proposals via RFP#22-051 from interested providers and evaluated those proposals consistent with the New Jersey Local Public Contracting Law and the County’s fair and open procurement process; and

WHEREAS, the contract shall be for estimated units of service in an amount not to exceed $232,500.00, from September 1, 2022 to August 31, 2023, and may be awarded pursuant to N.J.S.A.40A:11-5(1)(a)(i), et seq., in that the subject matter of the contract is for professional services; and

WHEREAS, based on the established criteria, the evaluation concluded that Triad Associates, with offices at 1301 W. Forrest Grove Road, Vineland, New Jersey 08360, made the most advantageous proposal; 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 to make any purchase, and prior to any purchase being made and/or services being rendered pursuant to the within award, a Certificate of Availability must be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular service, identifying the line item from the County budget out of which said funds will be paid.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to the contract with Triad Associates, for consulting and project implementation services relative to the Community Development Block Grant and HOME Investment Partnership Programs, including CARES Act and American Rescue Plan CDBG-CV and HOME-ARP programs, in an amount not to exceed $232,500.00, from September 1, 2022 to August 31, 2023; 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 County Commissioners of the County of Gloucester held on Wednesday, July 20, 2022 at Woodbury, New Jersey.

ATTEST:  

LAURIE J. BURNS,  
CLERK OF THE BOARD

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR
PROFESSIONAL SERVICES CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
TRIAD ASSOCIATES

THIS CONTRACT is made this 20th day of July, 2022, by and between the COUNTY OF GLOUCESTER, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County," and TRIAD ASSOCIATES, of 1301 W. Forrest Grove Road, Vineland, New Jersey 08360, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, the County of Gloucester has determined that there is a need for the services of Planning Consultant and Project Implementation and Activity Delivery Services for its Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Programs as per RFP#22-051; and

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

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

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

TERMS OF AGREEMENT

1. TERM. The term of the contract shall be from September 1, 2022 to August 31, 2023.

2. COMPENSATION. Contractor shall be compensated in an amount not to exceed $232,500.00, pursuant to the rates submitted by the Contractor in the proposal, dated June 30, 2022, and/or in accordance with Attachment A attached hereto.

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

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

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the County’s RFP#22-051 and Contractor’s responsive proposal dated June 30, 2022, which are incorporated in their entirety by reference and made part of this Contract. Should there occur a conflict between this form of contract and RFP#22-051, 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 proposal documents.

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

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, national origin, ancestry, marital status, affecional or sexual orientation and gender identity or expression, disability, nationality, sex, veteran status or military service. Except with respect to affecional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affecional or sexual orientation and gender identity or expression, disability, nationality, sex, veteran status, or military service. Such equal employment opportunities shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

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

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

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

   A. Pursuant to the termination provisions set forth in the RFP#22-051 which are specifically referred to and incorporated herein by reference.

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

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

   D. The County may terminate this Contract any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.
E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

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

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

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

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

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

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

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

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

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

14. **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. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to
the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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

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

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

21. CONTRACT PARTS. This contract shall consist of this document, the specifications of RFP#22-051 issued by the County, and Contractor’s responsive proposal, dated June 30, 2022. If there is a conflict between this contract and the specifications or the Contractor’s proposal, then this contract and the specification shall control.

THIS CONTRACT shall be effective the __________ day of __________, 2022.

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

ATTEST:                              COUNTY OF GLOUCESTER

Laurie J. Burns, Clerk of the Board    Frank J. DiMarco, Director

ATTEST:                              TRIAD ASSOCIATES

Name:                              Carolyn Zumpino, President
Payment Schedule

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

Flat rate schedule:

- Preparation of PY2023 Annual Action Plan $8,900.00
- Preparation of PY2023 Environmental Review Record $6,120.00
- Preparation of PY2022 CAPER $7,500.00
- Preparation of HOME ARP Allocation Plan $25,000.00
- Implementation of Home Rehabilitation Program $65,000.00*

*in an amount not to exceed

- Implementation of CARES Act Small Business Grant Program
  - $500.00 per Approval
  - $250.00 per Denial

Technical Services Hourly “blended” rate schedule per the RFP: $150.00/hour

- Principal (Chairman/President/Vice President)
- Technical Advisor
- Senior Associate
- Associate
- Junior Associate

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

- Preparation and submission of formal USDA Housing Preservation Grant (HPG) application
- Technical advisory services for administration of HPG
- Strategy and Application for available grants/funds related to economic and community development
- Assist with monitoring of Public Services, Housing Rehabilitation and Labor Compliance Files, and other programs as needed
- Assist with contract/labor standard compliance
- Assist with Administration/Implementation of Housing Rehabilitation and Down Payment Assistance Programs as needed
- Provide HOME/Subsidy layering analysis
- Develop and Implement IDIS Training and Technical Assistance component
- Amendments to Action Plan including change of projects/activities and Environmental review records
- Strategies for implementing current funding sources
- Provide General Technical Services as required including planning and implementation of CARES Act CDBG-CV funding
RESOLUTION AUTHORIZING A CONTRACT WITH BLUECAP ECONOMIC ADVISORS, LLC FROM AUGUST 18, 2022 TO AUGUST 17, 2023 IN AN AMOUNT NOT TO EXCEED $100,000.00

WHEREAS, there is a need by the County for economic development services to assist prospective companies with navigating the financial incentives while maintaining close relationships and coordinating with New Jersey Economic Development Authority ("NJEDA") and other state and federal funding sources and the County requested proposals (RFP# 22-054) from interested providers and determined that BlueCap Economic Advisors, LLC with offices at 255 Avalon Road, Pennington, New Jersey 08534, made the only proposal and have considered it to be acceptable; and

WHEREAS, the contract shall be for estimated units of service, in an amount not to exceed $100,000.00 which represents the maximum dollar value is based on a reasonable estimate of the goods or services required over the contract term, and the local unit is not obligated to spend that amount; 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 County Commissioners of the County of Gloucester that the Director of the Board is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to the contract between the County and BlueCap Economic Advisors, LLC for economic development services relating to CARES Act Cost Oversight Services, from August 18, 2022 to August 17, 2023, in an amount not to exceed $100,000.00; 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 County Commissioners of the County of Gloucester held on Wednesday, July 20, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST: FRANK J. DIMARCO, DIRECTOR

Laurie J. Burns
CLERK OF THE BOARD
CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
BLUECAP ECONOMIC ADVISORS, LLC

THIS CONTRACT is made effective this 20TH day of July, 2022, by and between the
COUNTY OF GLOUCESTER, a body politic and corporate, with offices in Woodbury, New
Jersey, hereinafter referred to as "County", and BLUECAP ECONOMIC ADVISORS, LLC,
with offices at 55 Avalon Road, Pennington, New Jersey 08534, hereinafter referred to as
"Vendor".

RECITALS

WHEREAS, there is a need by Gloucester County for economic development services to
assist prospective companies with navigating the financial incentives while maintaining close
relationships and coordinating with New Jersey Economic Development Authority ("NJEDA")
and other state and federal funding sources; 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. The term of the contract shall be from August 18, 2022 to August 17, 2023.

2. COMPENSATION. Vendor shall be compensated pursuant to the unit prices set forth
in, and subject to all terms and provisions of, the Vendor’s proposal dated June 29, 2022, which
was submitted in response to the County’s Request for Proposal# 22-054. The proposal is
incorporated into, and made part of this Contract, by reference. Contractor shall be paid an
amount not to exceed $100,000.00.

It is agreed and understood that this is an open-ended contract, thereby requiring the
County to use Vendor’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.
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 RFP# 22-054, and Vendor's responsive proposal dated June 29, 2022, which are incorporated by reference in their entirety and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP# 22-054.

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 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# 21-044, which are specifically referred to and incorporated herein by reference.

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

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

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

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

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.
7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

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

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. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Vendor is an independent contractor and is not an agent of the County.
20. **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.

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

22. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of RFP# 22-054 and Vendor’s proposal. If there is a conflict between this Contract and the specifications or the proposal, then this Contract and the specifications shall control.

**THIS CONTRACT** shall be effective the 20th day of July, 2022.

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

**ATTEST:**

| LAURIE J. BURNS,  
| CLERK OF THE BOARD |

| FRANK J. DIMARCO,  
| DIRECTOR |

**ATTEST:**

| BLUECAP ECONOMIC ADVISORS, LLC |

| Name: |
| Title: |
RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT NO. 23-63-022 WITH 
THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR A GRANT 
in the amount of $59,097.00 for the Fiscal Year 
2023 TRANSIT SUPPORT PROGRAM

WHEREAS, the Delaware Valley Regional Planning Commission (hereinafter the 
"DVRPC") has received funds from the United States Department of Transportation, Federal 
Transit Administration, for the Fiscal Year 2023 Transit Support Program (hereinafter the "TSP 
Program"); and

WHEREAS, the DVRPC has made grants to the County in past years for the Highway 
Planning Program to support the County Planning Division’s continued participation in the 
development of the mass-transportation planning services; and

WHEREAS, the DVRPC has agreed to make a grant available again to the County from 
the Transit Support Program in consideration of the County’s Planning Division performing 
certain in-kind services related to the said program, in accord with the terms and conditions of 
the attached Agreement No. 23-63-022 (hereinafter the "Agreement"); and

WHEREAS, the Agreement provides for funding from the DVRPC to the County in the 
sum of $38,680.00, plus an in-kind amount of $20,417.00 by the County, for a total amount of 
$59,097.00; and

WHEREAS, the County’s Planning Department has the expertise to provide the services 
as required in the Agreement; and

WHEREAS, the Board of County Commissioners of the County of Gloucester desires to 
continue participation in the Transit Support Program.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners 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 Agreement No. 23-
63-022 with the Delaware Valley Regional Planning Commission in the total amount of 
$59,097.00 to allow for the County’s continued participation in the Transit Support Program, as 
above set forth.

ADOPTED at a regular meeting of the Board of County Commissioners of the County 
of Gloucester held on Wednesday, July 20, 2022 at Woodbury, New Jersey.

ATTEST: COUNTY OF GLOUCESTER

LAURIE J. BURNS, FRANK J. DIMARCO, DIRECTOR 
CLERK OF THE BOARD
GRANT REQUEST FORM

DATE: 7/1/2022

1. TYPE OF GRANT: 
   NEW GRANT  X  RENEWAL

2. GRANT TITLE: Transit Support Program

3. GRANT TERM: FROM: July 1, 2022 TO: June 30, 2023

4. DATE APPLICATION DUE TO GRANTOR: N/A

5. CFDA NUMBER: 20.505

6. STATE GRANT NUMBER: Project Number: 23-63-022

7. COUNTY DEPARTMENT: Public Works – Planning Division

8. DEPT. CONTRACT PERSON & PHONE NO. Jackie Huston (856)307-6650

9. NAME OF FUNDING AGENCY: Delaware Valley Regional Planning Commission

10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): This grant has been received by the County for well over 20 years. It is expected to be available in the future subject to State and Federal Funding. This grant provides Gloucester County with $38,680.00 cash with $20,417.00 in-kind services for a total contract amount of $59,097.00. The TSP program contributes to the County’s ability to improve the efficiency of the region's public transportation network by carrying out a comprehensive local transit planning program.

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

12. INDIRECT COST (IC) RATE ___ %

13. IC CHARGED TO GRANT: $ ____________

14. FINANCIAL: REQUESTED  MANDATED
   GRANT FUNDS $ 38,680.00
   CASH MATCH $ 0  
   IN-KIND MATCH $ 20,417.00  (Attach Documentation)

   TOTAL PROGRAM BUDGET $ 59,097.00
15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): $48,449.63
TOTAL OTHER EXPENSES (b): $230.37
TOTAL FRINGE (c): $10,417.00
TOTAL PROGRAM COST (d): $59,097.00
TOTAL GRANT FUNDING (e): $38,680.00
TOTAL COUNTY FUNDING (f): $20,417.00

DEPT. HEAD: ______________________________
Vince M. Voltaggio  Signature

DATE: ____________________________________

***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.
101 SALARIES & WAGES
Covers department Salaries to fulfill tasks outlined in the scope of services of the Transit Support Program contract/agreement.

AMOUNT $28,449.63

994 FRINGE BENEFITS

AMOUNT $10,000.00

921 MEETINGS, MEMBERSHIPS AND DUES
To cover staff costs associated with meetings necessary to attend related to the Transit Support Program; which includes monitoring NJ Transit Bus Routes, and covers staff costs associated with public-transit travel. Meetings include DVRPC Board Meetings, meetings associated with Bus Rapid Transit Studies with NJ Transit and DRPA Light-Rail study meetings.

AMOUNT $230.37

TOTAL $38,680.00

FORM C-2
SUBMISSION DATE: July 1, 2022
REVISION DATE: 

DEPARTMENT: Public Works/Planning
BY AND BETWEEN

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

AND

GLOUCESTER COUNTY, NEW JERSEY


AND

Gloucester County, New Jersey, having its principal office at Gloucester County Administration Building, 1200 N. Delsea Drive, Clayton, New Jersey 08312, hereinafter referred to as the SUBRECIPIENT.

WITNESSETH:

WHEREAS, the COMMISSION has entered into agreements with the New Jersey Department of Transportation, hereinafter referred to as the AGENCY, whereby the COMMISSION is to perform certain obligations under its agreements in the accomplishment of grants from the AGENCY.

WHEREAS, the SUBRECIPIENT will perform certain services through this AGREEMENT in connection with Project No. 23-63-022, "Gloucester County Transportation Systems and
Planning Implementation" as part of the COMMISSION's Fiscal Year 2023 Unified Planning Work Program, which is effective July 1, 2022, hereinafter referred to as the PROJECT; and

WHEREAS, the PROJECT will be coordinated by the COMMISSION's Executive Director, or designee, with other elements of the COMMISSION's overall program of regional planning, to avoid duplication of effort and to ensure that all activities in the program are compatible and interrelated; and

WHEREAS, consistent with the COMMISSION's responsibilities to the AGENCY, as its agent and coordinator for the PROJECT, the SUBRECIPIENT shall be responsible for the technical direction, management and conduct of the PROJECT, provide oversight of the PROJECT and be administratively responsible to the COMMISSION.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter expressed, and intending to be legally bound hereby, the parties hereto agree as follows:

Section 1: General Conditions

1.1 The COMMISSION hereby agrees to engage the SUBRECIPIENT and the SUBRECIPIENT agrees to perform such services as are specified in: (1) this AGREEMENT; (2) Exhibit A, the Standard Articles of Agreement for Subrecipients; (3) Exhibit B, Scope of Services, Fiscal Year 2023 Unified Planning Work Program description entitled, "Gloucester County Transportation Systems and Planning Implementation"; and (4) Exhibit C. Budget Proposal. Exhibit A, Exhibit B, and Exhibit C are attached hereto and are incorporated by reference.

1.2 During the term of this AGREEMENT, all requests to modify, change, or make an addition to the AGREEMENT shall be made in writing to the COMMISSION in accordance with Article 5: Changes and Amendments of the Standard Articles for Subrecipients.

1.3 All modifications, changes, and/or additions to this AGREEMENT shall be effectuated in accordance with Article 5: Changes and Amendments of the Standard Articles for Subrecipients and shall not be binding unless approved in writing by the COMMISSION.
Section 2: PROJECT Funding

2.1 The total PROJECT budget shall be Fifty-Nine Thousand Ninety-Seven Dollars ($59,097) with approved funding as follows:

Funds Provided by AGENCY: $38,680
SUBRECIPIENT Local Match: $20,417
Total Amount: $59,097

<table>
<thead>
<tr>
<th>Agency</th>
<th>Source of Funds</th>
<th>Date</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>New Jersey Department of</td>
<td>Federal Transit</td>
<td>July 1, 2022</td>
<td>$38,680</td>
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<tr>
<td>Transportation</td>
<td>Administration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Amount</td>
<td></td>
<td></td>
<td>$38,680</td>
</tr>
</tbody>
</table>

Section 3: Contract Amount and Payment Terms

3.1 The amount payable by the COMMISSION to the SUBRECIPIENT shall not exceed Thirty-Eight Thousand Six Hundred Eighty Dollars ($38,680). Payment to the SUBRECIPIENT for work performed shall be on a cost-reimbursable basis with payments based on the submission of invoices and progress reports documenting the work completed during the period reported.

3.2 SUBRECIPIENT’s spending will be in accordance with the attached budget proposal, Exhibit C.

A. If SUBRECIPIENT intends to utilize any external consultant(s) to perform work in furtherance of the PROJECT, SUBRECIPIENT shall provide an anticipated cost for each external consultant in the Budget Proposal. Upon selection of any external consultant(s), SUBRECIPIENT shall notify the COMMISSION in writing indicating the selected external consultant(s) and provide a modified Budget Proposal including a separate budget proposal for the consultant(s). Upon review, the COMMISSION will provide written notification informing that the modified Budget Proposal has been approved and will be incorporated to this AGREEMENT as outlined in in accordance with Article 5: Changes and Amendments of the Standard Articles for Subrecipients.

3.3 The SUBRECIPIENT understands and agrees that reimbursement of costs will be after receipt of AGENCY funds by the COMMISSION.
3.4 As outlined in Article 6.1 in the Standard Articles of Agreement for Subrecipients, Exhibit A, SUBRECIPIENT shall send invoices to the attention of the Accounting Department. Invoices can be submitted by email to invoices@dvrpc.org.

A. All invoices must consist of:
   1. Assigned cover page with the total reimbursement request amount;
   2. Breakdown of costs as per the contract pricing proposal format with staff names, number of hours worked, payroll rate; overhead, direct expenses, subconsultant costs and fees;
   3. Receipts for Direct Expenses;
   4. Copies of all subconsultant invoices; and
   5. Progress Report for the Reporting Period.

Section 4: Administration of AGREEMENT

4.1 The Executive Director of the COMMISSION, or his/her designee shall be the authorized agent to act on behalf of the COMMISSION in the administration of this AGREEMENT, and shall give notices, issue change orders, and otherwise represent the COMMISSION in the negotiation of matters arising out of this AGREEMENT.

4.2 The Principal of the SUBRECIPIENT, or his/her designee, shall be the authorized agent to act on behalf of the SUBRECIPIENT in the administration of this AGREEMENT and in the negotiation of matters arising out of this AGREEMENT.

Section 5: Time of Performance

5.1 As the PROJECT start date is July 1, 2022, the effective date of the COMMISSION’s Fiscal Year 2023 Unified Planning Work Program, SUBRECIPIENT may commence work as of that date. The SUBRECIPIENT shall complete work on the PROJECT no later than June 30, 2023.

Section 6: Coordination and Cooperation

6.1 The SUBRECIPIENT agrees to provide the COMMISSION with sufficient copies of all materials and documents, in a timely manner, which are necessary for the COMMISSION to meet its obligations to the AGENCY.

6.2 The SUBRECIPIENT understands that the services to be provided by the SUBRECIPIENT inform the COMMISSION’s overall planning program and must be provided in accordance with the COMMISSION’s schedule.
Section 7: Title VI Policy & Self-Certification

7.1 The COMMISSION has adopted the following policy statement as part of its Title VI Compliance Plan:

The Delaware Valley Regional Planning Commission (DVRPC) assures that no person shall on the grounds of race, color, or national origin, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any agency-sponsored program or activity. Nor shall sex, age, or disability stand in the way of fair treatment of all individuals.

The COMMISSION further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

In the event that the COMMISSION distributes federal aid funds to another entity, THE COMMISSION will include Title VI language in all written agreements and will monitor for compliance. Title VI compliance is a condition of the receipt of federal funds. The COMMISSION’s Executive Director and Title VI Compliance Manager are authorized to ensure compliance with provisions of this policy and with the law, including the requirements of Title 23 Code of Federal Regulations (CFR) 200 and Title 49 CFR 21.

The COMMISSION acknowledges its responsibility for initiating and monitoring Title VI activities, preparing required reports and other responsibilities as required by Title 23 Code of Federal Regulations (CFR) 200 and by Title 49 CFR Part 21.

The COMMISSION requires verification of the compliance of SUBRECIPIENT with Title VI provisions of the Civil Rights Act of 1964, per state and federal guidance for all new contracts entered into by the COMMISSION. The COMMISSION reserves the right to conduct subsequent Title VI compliance reviews on any SUBRECIPIENT during a contract.

7.2 As part of its verification of compliance with Title VI, the COMMISSION requires the following Self-Certification. All duly authorized representatives of the SUBRECIPIENT must certify that:

A. The SUBRECIPIENT understands that compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Civil Rights Restoration Act of 1987, and other nondiscrimination statutes is a requirement for receiving federal funds.

B. During the performance of this contract, the SUBRECIPIENT, for itself, its
assignees, and successors in interest, agree as follows:

1. Compliance with Regulations

The SUBRECIPIENT shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The SUBRECIPIENT, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SUBRECIPIENT shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Procurement of Materials & Equipment

In all solicitations either by competitive bidding or negotiations made by the SUBRECIPIENT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SUBRECIPIENT of the SUBRECIPIENT obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports

The SUBRECIPIENT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by appropriate federal or state agency to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a SUBRECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the SUBRECIPIENT shall so certify to appropriate federal or state agency as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance

In the event of the SUBRECIPIENT noncompliance with the nondiscrimination provisions of this contract, DVRPC shall impose such contract sanctions as it or the appropriate federal or state agency may determine to be appropriate, including, but not limited to, withholding of payments to the SUBRECIPIENT under the contract until the SUBRECIPIENT complies; and/or cancellation, termination, or suspension of the contract, in whole or in part.


The SUBRECIPIENT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The SUBRECIPIENT shall take such action with respect to any subcontractor or procurement as may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a SUBRECIPIENT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the SUBRECIPIENT may request DVRPC enter into such litigation to protect the interests of the state and, in addition, the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

C. The SUBRECIPIENT will ensure that, as per paragraph 6 above, paragraphs 1-5 will be included in all subcontracts.

Section 8: Special Conditions:

8.1 By executing this AGREEMENT, the SUBRECIPIENT hereby specifically agrees to Article 12: U.S. Department of Transportation Standard Title VI and Non-Discrimination Assurances of Exhibit A, the Standard Articles of Agreement for Subrecipients.

8.2 Electronic, digital, or pdf signatures delivered by email shall constitute a legal and binding signature to this AGREEMENT.
IN WITNESS WHEREOF, the COMMISSION and the SUBRECIPIENT have executed this AGREEMENT as of the date above first written, intending to be legally bound hereby.

ATTEST:

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

By: ____________________________

Barry Seymour, Executive Director

Date: ____________________________

ATTEST/WITNESS:

GLOUCESTER COUNTY, NEW JERSEY

By: ____________________________

Frank J. DiMarco, Director

Date: ____________________________

Federal Information:
Type of Grant: Department of Transportation (FTA)
Program: Metropolitan Transportation Planning
CFDA Number: 20.508 (FTA)
Federal Funds: $36,680
Exhibit A

Standard Articles of Agreement for Subrecipients
Standard Articles of Agreement
for SUBRECIPIENT

Revision Date: June 2022
Article 1: Responsibilities and Services of the SUBRECIPIENT ........................................... 3
Article 2: Assignability .................................................................................................... 5
Article 3: Oversight ....................................................................................................... 5
Article 4: Responsibilities of the COMMISSION ................................................................ 5
Article 5: Changes and Amendments ........................................................................... 6
Article 6: Compensation and Method of Payment ......................................................... 7
Article 7: Termination of Agreement for Cause and/or Convenience ............................. 8
Article 8: Suspension of Agreement - Stop Work Orders .............................................. 10
Article 9: Disputes ......................................................................................................... 11
Article 10: Arbitration .................................................................................................... 12
Article 11: Federal Requirements ................................................................................ 12
Article 12: U.S. Department of Transportation Standard Title VI and Non-Discrimination Assurances ................................................................. 18
Article 13: Interest of Members of the COMMISSION and Others ............................... 27
Article 14: Interest of the SUBRECIPIENT .................................................................. 27
Article 15: Interest of Members of Congress ................................................................. 27
Article 16: Audit and Inspection of Records ................................................................... 27
Article 17: Identification of Documents ....................................................................... 28
Article 18: Publicity ....................................................................................................... 28
Article 19: Rights in Data, Copyrights, and Disclosure .................................................. 29
Article 20: Confidentiality ............................................................................................. 29
Article 21: Patent Rights ............................................................................................... 30
Article 22: Liquidated Damages ................................................................................... 30
Article 23: Invoice Forms and Payroll Records ............................................................... 31
Article 24: Certification of Non-collusion ..................................................................... 31
Article 25: Restrictions on Lobbying ........................................................................... 31
Article 26: Entire Agreement ......................................................................................... 32
Article 1: Responsibilities and Services of the SUBRECIPIENT

1.1 Consistent with the COMMISSION's responsibilities to the AGENCY, as its agent and coordinator for the PROJECT, the SUBRECIPIENT shall be responsible for the technical direction, management and conduct of the PROJECT.

1.2 The COMMISSION hereby agrees to engage the SUBRECIPIENT and the SUBRECIPIENT shall perform in a satisfactory and proper manner, as determined by the COMMISSION, such services as are specified by the AGREEMENT and Exhibit "B", Scope of Services, hereinafter referred to as the PROJECT, which is attached hereto and made a part hereof.

1.3 The SUBRECIPIENT hereby agrees to administer the AGREEMENT in compliance with all applicable law and in accordance with all requirements and regulations of the AGENCY and COMMISSION. The SUBRECIPIENT understands that requirements and regulations may change, however, the most recent of any AGENCY requirements or regulations will govern the administration of this AGREEMENT at any particular time.

1.4 The SUBRECIPIENT bears primary responsibility for the administration and success of the PROJECT. Although the SUBRECIPIENT is encouraged to seek the advice and opinions of the COMMISSION and the AGENCY on problems that may arise, the giving of such advice shall not shift the responsibility for final decisions to the COMMISSION and/or the AGENCY.

1.5 The SUBRECIPIENT hereby agrees to furnish its services in accordance with this AGREEMENT and all applicable professional standards. All of the services specified by this AGREEMENT shall be performed by the SUBRECIPIENT and its employees or contractor under the supervision of a qualified Project Manager as shall be designated by the SUBRECIPIENT and approved by the COMMISSION.

The SUBRECIPIENT agrees that the COMMISSION shall not be subject to any obligations, liabilities to any contractor or any other person not party to this AGREEMENT.

1.6 The personnel required to perform the services specified by this AGREEMENT shall be procured by the SUBRECIPIENT. All procurement expenses shall be borne by the SUBRECIPIENT. All personnel engaged in performing the services specified by this AGREEMENT shall be fully qualified and authorized or permitted under Federal, State and local law to perform such services. Such personnel shall not be employees of, or have any contractual relationship with the COMMISSION. For any major changes in personnel including changes of personnel who are named in any grant application, the SUBRECIPIENT will submit their request in writing prior to any planned personnel changes.
1.7 The SUBRECIPIENT is required to be in compliance with the COMMISSION'S SUBRECIPIENT Monitoring Policy for risk assessment of grants to determine appropriate monitoring activities and frequency of progress report submission. The SUBRECIPIENT must complete and certify the pre-award risk assessment form, See Attachment 1. SUBRECIPIENT shall also submit summary progress reports, in accordance with the risk level assessment which will be communicated by the COMMISSION. The SUBRECIPIENT must submit progress reports, invoices, and supporting documents to the COMMISSION no later than thirty (30) days after the close of the preceding quarter unless otherwise directed. These reports shall be in narrative form, divided by tasks as specified in the Scope of Services. These reports shall include the percentage of progress for each project for the specified time period and be up-to-date. When applicable, these reports shall indicate when established goals are not met, or when a delay has occurred or is anticipated. If there are difficulties encountered, the report must include a narrative description and the SUBRECIPIENT's proposed solution(s) to the issue(s).

1.8 Prior to the preparation and completion of final reports, maps, and other documents specified by this AGREEMENT, the SUBRECIPIENT shall provide the specified number of copies of such reports, maps and other documents in draft form to the COMMISSION for discussion, review, and approval.

The SUBRECIPIENT shall solicit and submit with the draft reports, maps, or other documents, comments from policy, technical and citizen advisory committees; local and regional planning agencies; transit operators and political jurisdictions affected by the PROJECT's recommendations. These comments should be focused on the nature and objectives of the PROJECT, report findings and final recommendations and be in a form reasonably acceptable to the COMMISSION.

1.9 The SUBRECIPIENT hereby agrees to provide adequate insurance coverage for its employees working on the PROJECT, accept full responsibility for the deduction and payment of all unemployment insurance, social security, State and Federal taxes, and any other taxes or payroll deductions required by law for its employees.

1.10 The SUBRECIPIENT shall indemnify, save, and hold the COMMISSION and the AGENCY, their officers, employees and agents acting within their official duties, harmless from any and all claims, demands and actions based upon or arising out of any services performed by the SUBRECIPIENT'S officers, employees or agents under this AGREEMENT, and shall defend any and all actions brought against the COMMISSION or AGENCY based upon any such claims or demands unless COMMISSION and/or AGENCY elect otherwise. The sole legal recourse for SUBRECIPIENT lies with COMMISSION as outlined in Article 9: Disputes
and there shall be no claims, demands, or any recourse with the AGENCY or any federal agency.

1.11 None of the services specified by this AGREEMENT shall be subcontracted by the SUBRECIPIENT without prior approval of the COMMISSION.

1.12 All subcontracts entered into by the SUBRECIPIENT shall contain or otherwise reference and incorporate all of the provisions of these Standard Articles of Agreement.

1.13 The SUBRECIPIENT shall maintain a written code or standard of conduct that governs the performance of its officers, employees, board members, or agents engaged in the award and administration of third-party contracts or subcontracts supported by Federal assistance. The code of standard shall prohibit officers, employees, board members, or agents participating in the selection, award or administration of a third party contract or subagreement supported by Federal assistance if a real or apparent conflict of interest would be involved.

Article 2: Assignability

2.1 The SUBRECIPIENT shall not assign any interest in this AGREEMENT, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the COMMISSION.

Article 3: Oversight

3.1 In order for the COMMISSION to meet its obligations to the AGENCY, COMMISSION will have general oversight over the content and technical quality of the services performed as specified by this AGREEMENT.

Article 4: Responsibilities of the COMMISSION

The COMMISSION, as Grant recipient and coordinator for the PROJECT shall:

4.1 Coordinate the PROJECT with all other projects in its Program on a continuing basis to avoid duplication of effort and to ensure that all activities in its Program are compatible and interrelated.

4.2 Provide basic technical assistance to the SUBRECIPIENT required during the development of the PROJECT.

4.3 Provide data existing in the COMMISSION's data file to the SUBRECIPIENT. The cost for this data shall be only that of reproduction or processing. The SUBRECIPIENT shall return to the COMMISSION such information, data, reports, and records as the COMMISSION shall request, and the SUBRECIPIENT shall treat as confidential any materials which may be stipulated by the COMMISSION.
4.4 Prepare periodic progress reports as required by the AGENCY, incorporating the project progress reports prepared by the SUBRECIPIENT.

4.5 Conduct a review of the administration of the PROJECT, as appropriate, to determine whether the SUBRECIPIENT has efficiently complied with policies, procedures and regulations of the AGENCY and the obligations of this AGREEMENT.

4.6 Ensure that all procedures and records will be maintained in conformance with Federal and State Audit Standards and Regulations.

Article 5: Changes and Amendments

5.1 Administrative changes, such as a change in the designation of the representative of the COMMISSION, or of the office to which a report is to be transmitted, constitute changes to this AGREEMENT and do not affect the substantive rights of the COMMISSION or the SUBRECIPIENT. Such changes may be issued unilaterally by the COMMISSION and do not require the concurrence of the SUBRECIPIENT. Such changes will be in writing and will generally be effected by a letter from the COMMISSION to the SUBRECIPIENT.

5.2 No modifications, changes, corrections, and/or additions to this AGREEMENT shall be binding unless approved in writing by an authorized representative of the COMMISSION.

The COMMISSION may issue Authorization letters or written approval for the following instances:

(i) When the SUBRECIPIENT’s request for a budget reallocation of greater than 5% of the total PROJECT costs is approved.

(ii) When the SUBRECIPIENT’s request for a budget increase that does not exceed 5% of the total PROJECT costs.

(iii) When the SUBRECIPIENT’s request for an extension of the completion date as outlined in Section 5: Time of Performance of the AGREEMENT is approved.

(iv) When the SUBRECIPIENT’s request for modifications, changes and/or clarifications to the Scope of Services which do not substantively alter the PROJECT and/or services to be performed is approved.

5.3 Any major PROJECT changes which substantially alter the rights of either party, the cost of the PROJECT, or any major phase thereof, which substantially alter the objective or scope of the PROJECT, or which substantially reduce the time or effort devoted to the PROJECT on the part of the SUBRECIPIENT will require a formal AGREEMENT amendment to
increase or decrease the dollar amount, the term, or other principal provisions of this AGREEMENT.

5.4 No formal amendment may be entered into unless the COMMISSION has received timely notification of the proposed PROJECT change(s). However, if the COMMISSION determines that circumstances justify such action, they may receive and act upon any request for formal amendment submitted prior to final payment under this AGREEMENT. Formal amendments may be executed subsequently only with respect to matters which are the subject of final audit or dispute appeals.

5.5 Copies of either or both amendments to the AGREEMENT and letters authorizing changes will be attached to the original of this AGREEMENT and to each copy. Such letters and amendments will then become a part thereof.

5.6 The COMMISSION shall prepare all formal amendments. Formal amendments shall be identified by consecutive letters after the AGREEMENT number.

5.7 All requests along with supporting documentation for any modifications, changes, corrections, and/or additions to this AGREEMENT shall be in writing at least 45 days in advance of when the request should take effect and sent to the COMMISSION's authorized agent:

Jason Crouch  
Procurement Manager  
Delaware Valley Regional Planning Commission  
190 N. Independence Mall West, 8th Floor  
Philadelphia, PA 19106-1520  
jcrouch@dvrpc.org

5.8 Written approvals may be in the form of an email, letter amendment or a formal supplement agreement which will require formal execution and will be made part of the AGREEMENT.

Article 6: Compensation and Method of Payment

6.1 SUBRECIPIENT shall send invoices to the attention of the Accounting Department. Invoices can be submitted by email to invoices@dvrpc.org. Each invoice shall consist of:

a. A signed cover page with the total reimbursement request amount;

b. Breakdown of costs as per the contract pricing proposal format;  
   Please include staff names, number of hours worked, payroll rate;  
   overhead, direct expenses, subconsultant costs and fees;

c. Receipts for Direct Expenses;

d. Copies of all subconsultant invoices; and

e. Progress Report for the Reporting Period.
6.2 Allocability of PROJECT costs shall be in accordance with the following:

a. The costs must be reasonable within the scope of the PROJECT.
b. The cost is allocable to the extent of benefit properly attributable to the PROJECT.
c. Such costs must be in accordance with generally accepted accounting principles (GAAP) and 2 C.F.R. 200.
d. The cost must not be allowable to or included as cost of any other federally assisted program in any accounting period (either current or prior).
e. Such costs must be net costs to the SUBRECIPIENT (i.e., the price paid minus any refunds, rebates or discounts).
f. The SUBRECIPIENT may not delegate or transfer his responsibility for the use of the funds set forth in this AGREEMENT.
g. Overhead and fringe rates are final based on invoices.

Costs must conform to all applicable law including Federal Regulations. Specifically, Costs must adhere to 2 C.F.R. 200 titled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. For-private organizations, Federal Acquisition Regulation, 48 CFR Chapter I, Subpart 31.2, “Contracts with Commercial Organizations” may apply.

6.3 The SUBRECIPIENT shall be paid for progress and final invoices after the COMMISSION has received the appropriate payment from the AGENCY.

6.4 Compensation and method of payment are subject to all special conditions set forth in the Special Conditions Section of this AGREEMENT.

Article 7: Termination of Agreement for Cause and/or Convenience

7.1 If, through any cause, the SUBRECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this AGREEMENT, or if the SUBRECIPIENT shall violate any of the covenants, agreements or stipulations of this AGREEMENT, the COMMISSION shall thereupon have the right to terminate this AGREEMENT.

7.2 The COMMISSION shall have the right to terminate this AGREEMENT for convenience whenever the COMMISSION shall determine that such termination is in the best interests of the COMMISSION.

7.3 This AGREEMENT shall be terminated immediately if for any reason the AGENCY terminates, or in any other manner eliminates funds made available to the SUBRECIPIENT by this AGREEMENT.

7.4 The COMMISSION shall confirm such termination in writing. The effective date of the termination shall be the date of notification. Upon notification of
termination, the SUBRECIPIENT must stop incurring costs and cease performance immediately.

7.5 Upon termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in graphic or electronic format, prepared by the SUBRECIPIENT or their consultants shall, at the option of the COMMISSION, become the property of the COMMISSION. The SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7.6 Notwithstanding any provision to the contrary the above, the SUBRECIPIENT shall not be relieved of liability to the COMMISSION for damages sustained by the COMMISSION by virtue of any breach of this AGREEMENT by the SUBRECIPIENT, and the COMMISSION may withhold any payments to the SUBRECIPIENT for the purpose of set-off until such time as the exact amount of damages due to the COMMISSION from the SUBRECIPIENT for breach of this AGREEMENT is determined.

7.7 Prior to termination for cause, the SUBRECIPIENT shall be provided official notice in writing and an opportunity to cure. SUBRECIPIENT shall respond within five (5) days of the date of the official notice and must include a detailed plan of action to cure the cause and/or default of any term of this AGREEMENT. SUBRECIPIENT will have ten (10) days from the date of the official notice to implement plan of corrective action.

7.8 The Parties may enter into an Agreement to terminate the PROJECT at any time pursuant to the terms which are consistent with these Articles of Agreement. The Agreement shall establish the effective date of termination of the PROJECT, the basis for settlement of the PROJECT termination costs, and the amount and date of payments of any sums due either party. The COMMISSION shall prepare the termination document.

7.9 The SUBRECIPIENT may not unilaterally terminate the PROJECT work set forth in this AGREEMENT. If, during the development of the PROJECT, conditions should change that would warrant complete or partial termination, the SUBRECIPIENT shall give written notice to the COMMISSION of a request for termination and direct the correspondence to:

Executive Director
Delaware Valley Regional Planning Commission
190 N. Independence Mall West, 8th Floor
Philadelphia, PA 19106-1520

If the COMMISSION determines that there is a good cause for the termination of all or any portion of the PROJECT set forth in this AGREEMENT, the COMMISSION may enter into a termination agreement
or unilaterally terminate the PROJECT pursuant to Article 7.4, effective with the date of cessation of this PROJECT. If the COMMISSION determines that the SUBRECIPIENT has ceased work on the PROJECT without good cause, the COMMISSION may unilaterally terminate the PROJECT pursuant to Article 7.4 of this AGREEMENT, or annul the AGREEMENT pursuant to this Article.

7.10 Upon termination, the SUBRECIPIENT must refund or credit to the COMMISSION that portion of any funds paid or owed the SUBRECIPIENT and allocable to the terminated PROJECT work, except such portion thereof as may be required to meet commitments which had become firm prior to the effective date of termination and are otherwise allowable. The SUBRECIPIENT shall not make any new commitments without COMMISSION approval. The SUBRECIPIENT shall reduce the amount of outstanding commitments insofar as possible and report to the COMMISSION the uncommitted balance of funds set forth in this AGREEMENT. The allocability of termination costs will be determined in conformance with applicable Federal cost principles.

Article 8: Suspension of Agreement - Stop Work Orders

8.1 Work on this PROJECT, or on a portion or phase of this PROJECT, can be ordered suspended or stopped by the COMMISSION.

8.2 Work stoppages may be required at the discretion of COMMISSION, such as, but not limited to, default by the SUBRECIPIENT, failure to comply with the terms and conditions of this AGREEMENT, realignment of programs, and lack of adequate funding or advancements in the state-of-the-art.

   a. Generally, use of a stop-work order will be limited to those situations where it is advisable to suspend work on the PROJECT or portion or phase of the PROJECT for important program or AGENCY considerations and a supplemental agreement providing for such suspension is not feasible.

   b. Although a stop-work order may be used pending a decision to terminate by mutual agreement, or for other cause, it will not be used in lieu of the issuance of a termination notice after a decision to terminate has been made.

8.3 Prior to issuance, stop-work orders shall be discussed with the SUBRECIPIENT and will be modified if appropriate in the sole discretion of the COMMISSION. Any modifications are at the discretion of the COMMISSION. Stop-work orders will include (a) a clear description of the work to be suspended; (b) instructions as to the issuance of further orders to the SUBRECIPIENT for services; (c) an order to cease performance and stop incurring all further expenditures; and (d) other suggestions to the SUBRECIPIENT for minimizing costs.
8.4 Upon receipt of a stop-work order, the SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within the suspension period, or within any extension of that period to which the Parties shall have agreed, the COMMISSION shall, in writing, either:

a. cancel the stop-work order, in full or in part;

b. eliminate the work covered by such order; or

c. authorize resumption of work.

8.5 If a stop-work order is canceled or the period of the work, or any extension thereof expires, or upon authorization to resume the work, the SUBRECIPIENT shall promptly resume the previously suspended work. An equitable adjustment shall be made in the scheduled time frame, or in the Agreement amount, or both of these, and the AGREEMENT shall be amended accordingly, provided the SUBRECIPIENT asserts a written claim for such adjustment(s) within sixty (60) days after the end of the period of work stoppage when any of the following occur:

a. the stop-work order results in an increase in the SUBRECIPIENT’s cost properly allocable to the performance of any part of the PROJECT; and/or

b. a stop-work order is not canceled and the PROJECT WORK covered by such order is within the scope of a subsequently issued termination order. Reasonable costs resulting from the stop-work order shall then be allowed in arriving at the termination settlement.

8.6 However, if the COMMISSION determines the circumstances do not justify an adjustment, it may receive and act upon any such claim asserted in accordance with Articles 9 and 10 of this AGREEMENT.

8.7 Costs shall not be allowable if incurred by the SUBRECIPIENT after a stop-work order is delivered, or within any extension of the stop-work period, with respect to the PROJECT work suspended by such order and which is not authorized by this Article or specifically authorized in writing by the COMMISSION.

8.8 Failure to agree upon the amount of an equitable adjustment due under a stop-work order shall constitute a dispute under this AGREEMENT.

Article 9: Disputes

9.1 Except as otherwise provided by law, or this AGREEMENT, any dispute arising under this AGREEMENT shall be decided by the COMMISSION who shall reduce its decision to writing and mail, or otherwise furnish a copy thereof to the SUBRECIPIENT.
9.2 A decision of the COMMISSION made pursuant to this Article shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the SUBRECIPIENT mails (certified mail, return receipt requested) or otherwise delivers to the COMMISSION a request for arbitration as set forth in Article 10 hereof.

Article 10: Arbitration

10.1 Any dispute between the parties to this AGREEMENT, which cannot be resolved by good faith negotiation between them, shall be submitted to the American Arbitration Association, whose decision shall be final and binding upon the parties and enforceable in any competent court having jurisdiction of the matter.

10.2 Arbitration proceedings may be initiated at the election of either party by giving ten (10) days written notice to the other, and to the Association, of his demand, and such proceedings shall be conducted according to the prevailing rules of the Association.

10.3 The costs for arbitration proceedings shall be borne by the parties, established by the American Arbitration Association. Arbitration costs may or may not be reimbursable; the AGENCY will consider each on an individual basis.

Article 11: Federal Requirements

11.1 Civil Rights Requirements

a. Prohibitions Against Discrimination

The SUBRECIPIENT agrees to comply with, and assure compliance of all SUBRECIPIENTs with all requirements of 49 U.S.C. § 5332, which prohibits discrimination on the basis on the race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

The SUBRECIPIENT agrees to comply with, and assure compliance by third party Subrecipients at all tier under the PROJECT with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related nondiscrimination statutes and regulations in all programs and activities. DVRPC’s website, www.dvrpc.org, may be translated into multiple languages. Publications and other public documents can be made available in alternative languages and formats, if requested. DVRPC public meetings are always held in ADA-accessible facilities, and in transit-accessible locations when possible. Auxiliary services can be provided to individuals who submit a request at least seven
days prior to a public meeting. Requests will be accommodated to the greatest extent possible. Any person who believes they have been aggrieved by an unlawful discriminatory practice by DVRPC under Title VI has a right to file a formal complaint. Any such complaint may be in writing and filed with DVRPC's Title VI Compliance Manager and/or the appropriate state or federal agency within 180 days of the alleged discriminatory occurrence. For more information on DVRPC's Title VI program or to obtain a Title VI Complaint Form, please visit: www.dvrpc.org/GetInvolved/TitleVI, call (215) 592-1800, or email public_affairs@dvrpc.org.

b. Equal Employment Opportunity

The SUBRECIPIENT agrees to comply with, and assure compliance by third party SUBRECIPIENTS at any tier under the PROJECT with all requirements of Title VII of the Civil Rights Act of 1994, as amended, 42 U.S.C. § 2000e; 49 U.S.C. § 5332; and the rules and regulations of the AGENCY, and specifically shall comply with the following:

i. SUBRECIPIENT agrees that full consideration will be given to all eligible, qualified applicants without regard to age, ancestry, color, disability, domestic or sexual violence victim status, ethnicity, familial status, gender identity or expression, genetic information, marital status, medical condition (including pregnancy), national origin, race, religion, sex, or sexual orientation; or any other basis protected by federal, state, or local law. Minority, female, and disabled applicants are encouraged to apply.

ii. If the SUBRECIPIENT is required to submit and obtain Federal Government approval of its Equal Employment Opportunity (EEO) Program, that EEO program as approved is incorporated by reference and made a part of the AGREEMENT. Failure by the SUBRECIPIENT to carry out the terms of the EEO program shall be treated as a violation of this AGREEMENT. Upon notification to the SUBRECIPIENT of its failure to carry out the approved EEO program, the Federal Government may impose such remedies as it considers appropriate.

c. Disadvantaged Business Enterprise (DBE) Program

i. The SUBRECIPIENT hereby agrees to comply with the current COMMISSION goal and Section 1101(b) of the Transportation Efficiency Act for the 21st Century, 23 U.S.C § 101 note, current AGENCY regulations regarding
Disadvantaged Business Enterprises, and for USDOT funded program, the regulations set forth in 49 C.F.R. Part 26.

ii. The SUBRECIPIENT agrees that it will not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontract financed with Federal assistance provided by the AGENCY. The SUBRECIPIENT agrees to take all necessary and reasonable steps required by the AGENCY regulations to ensure that eligible DBEs have the maximum feasible opportunity to participate in subcontracts. If the SUBRECIPIENT is required by AGENCY regulations to have a DBE program, the DBE program must be in compliance with COMMISSION DBE Policy. The COMMISSION DBE Policy is incorporated by reference and made a part of this AGREEMENT. Implementation of the program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this AGREEMENT. Upon notifying the SUBRECIPIENT of any failure to implement its approved DBE program, the AGENCY may impose sanctions as provided for under its regulations and may, as determined, refer the matter for enforcement under 18 U.S.C. § 1001 and the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et seq.

d. Nondiscrimination on the Basis of Age

The SUBRECIPIENT agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 through 6107 and implementing regulations, which prohibit discrimination on the basis of age.

e. Access Requirements for Persons with Disabilities

The SUBRECIPIENT agrees to comply with the requirements of 49 U.S.C. §5301(d) which express the Federal policy that the elderly and persons with disabilities have the same rights as others to use mass transportation services and facilities, and that special efforts shall be made in planning and designing these services and facilities to implement those policies. The SUBRECIPIENT also agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 42 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disability Act of 1990, as amended, 42 U.S.C §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:
i. USDOT regulations, Transportation Services for Individuals with Disabilities (ADA), 49 CFR Part 37.

ii. USDOT regulations, Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance, 49 CFR part 27.


ix. Federal Transit Administration (FTA) regulations, Transportation for Elderly and Handicapped Persons, 49 CFR part 609.

x. Any implementing requirements the FTA may issue.

Note: the above regulations essentially provide that no otherwise qualified handicapped person shall, solely by reason of his or her handicap, be excluded from participation in, be denied the use of, or otherwise be subjected to discrimination under any program, activity or facility that receives or benefits from Federal financial assistance.

f. Confidentially and Other Civil Rights Protections Related to Drug or Alcohol Abuse or Alcoholism
11.2 Political Activity

The provisions of the "Hatch Act", 5 U.S.C. §§ 1501 through 1508 and 7324 through 7326 and U.S. Office of Personnel Management regulations, Political Activity of State and Local Officers or Employees, Title 5 C.F.R Part 151, Code of Federal Regulations, shall apply to the extent of the regulations. No funds under this AGREEMENT shall be used for any partisan political activity or to furnish the election or defeat of any candidate for public office.

A Federal employee (this includes City, State and Municipal workers receiving Federal money, grants or loans, but does not include non-supervisory personnel) may not use his official authority or influence for the purpose of affecting the result of an election, nor may he take an active part in political management or political campaigns.

11.3 Disclosure of Information

All information obtained by the SUBRECIPIENT in this PROJECT and submitted to the COMMISSION is subject to disclosure to others, as provided for under the Freedom of Information Act 5 U.S.C. 552. In addition, the COMMISSION acquires the right, unless otherwise provided, to use and disclose all PROJECT data.

11.4 Clean Air and Clean Water

The SUBRECIPIENT hereby agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 et seq.), and/or the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.).

11.5 Energy Conservation Program

The SUBRECIPIENT agrees to comply with the mandated energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.
11.6 Historic Preservation

In connection with carrying out this Project, the SUBRECIPIENT shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order No. 11593, (16 U.S.C. 489a-1 et seq.), by:

a. Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in, or eligible for inclusion in, the National Register of Historic Places that may be affected by the PROJECT, and notifying the AGENCY of the existence of any such properties; and by,

b. Complying with all requirements established by the AGENCY to avoid or mitigate adverse effects upon Historic properties.

11.7 Environmental Requirements

The SUBRECIPIENT shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order 12898, "A Federal Action to Address Environmental Justice in Minority Populations and Low-Income Populations," and any other applicable rule or regulation of the AGENCY.

11.8 Resource Conservation and Recovery Act

The SUBRECIPIENT shall comply with all applicable requirements of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.

11.9 Comprehensive Environmental Response, Compensation, & Liability Act

The SUBRECIPIENT shall comply with all applicable requirements of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended 42 U.S.C. §§ 9601 et seq.

11.10 Contract Work Hours and Safety Standards Act

The SUBRECIPIENT shall comply with all applicable requirements, including non-construction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332.

11.11 False or Fraudulent Statements and Claims

The SUBRECIPIENT agrees to comply with the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3801 et seq. and the regulations of the AGENCY, and certifies and affirms the truthfulness and accuracy of any statement, claim, submission or certification it has made, it makes, or it may make pertaining to this AGREEMENT.
The SUBRECIPIENT shall include the provisions of paragraphs 11.1 through 11.13 in every subcontract under this AGREEMENT, including procurement of materials which shall be secured in compliance with 2 CFR 200, AGENCY regulations, and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The SUBRECIPIENT shall take such action with respect to any subcontract or procurement under this AGREEMENT, as the COMMISSION, AGENCY or Federal Government may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a SUBRECIPIENT becomes involved in, or is threatened with, litigation with a contractor or supplier as a result of such direction, the SUBRECIPIENT may request the COMMISSION to enter into such litigation to protect the interests of the COMMISSION and, in addition, the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

In addition to the incorporation of provisions outlined in Article 11: Federal Requirements, SUBRECIPIENT shall be required to incorporate all applicable provisions outlined in Article 12: U.S. Department of Transportation Standard Title VI and Non-Discrimination Assurances.

**Article 12: U.S. Department of Transportation Standard Title VI and Non-Discrimination Assurances**

By executing this AGREEMENT, the SUBRECIPIENT, HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through Federal Highway Administration ("FHWA"), Federal Transit Administration ("FTA"), and Federal Aviation Administration ("FAA"), is subject to and will comply with the following:

**Statutory/Regulatory Authorities**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);

- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.
General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the SUBRECIPIENT hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the SUBRECIPIENT receives Federal financial assistance from DOT, including the FHWA, FTA, and/or FAA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the SUBRECIPIENT, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the SUBRECIPIENT agrees with and gives the following Assurances with respect to its Federally assisted activities as identified in the Unified Planning Work Program of the COMMISSION:

1. The SUBRECIPIENT agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The SUBRECIPIENT will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all activities as identified in the Unified Planning Work Program of the COMMISSION and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"SUBRECIPIENT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The SUBRECIPIENT will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The SUBRECIPIENT will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a SUBRECIPIENT.

5. That where the SUBRECIPIENT receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the SUBRECIPIENT receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the SUBRECIPIENT will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the SUBRECIPIENT with other parties:
   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the SUBRECIPIENT for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the SUBRECIPIENT, or any transferee for the longer of the following periods:
   a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
   b. the period during which the SUBRECIPIENT retains ownership or possession of the property.

9. The SUBRECIPIENT will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other SUBRECIPIENTS, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The SUBRECIPIENT agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.
By signing this AGREEMENT and agreeing to the terms of this ASSURANCE, SUBRECIPIENT also agrees to comply (and require any sub-recipients, sub-
grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the DOT. You must keep records, reports, and submit the material for review upon request to DOT, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

SUBRECIPIENT gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the COMMISSION’s Unified Planning Work Program. This ASSURANCE is binding on the Commonwealth of Pennsylvania and the State of New Jersey, other SUBRECIPIENTS, sub-grantees, contractors, subcontractors and their subcontractors’, transferees, successors in interest, and any other participants in the various activities as identified in the Unified Planning Work Program of the COMMISSION.

12.1 APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA, FTA, and/or FAA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

2. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this
contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

3. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the SUBRECIPIENT or the FHWA, FTA, and/or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the SUBRECIPIENT or the FHWA, FTA, and/or FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

4. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the SUBRECIPIENT will impose such contract sanctions as it or the FHWA, FTA, and/or FAA may determine to be appropriate, including, but not limited to:
   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

5. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the SUBRECIPIENT or the FHWA, FTA, and/or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the SUBRECIPIENT to enter into any litigation to protect the interests of the SUBRECIPIENT. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

12.2 APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:
NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the SUBRECIPIENT will accept title to the lands and maintain the project constructed thereon in accordance with (Name of Appropriate Legislative Authority), the Regulations for the Administration of the COMMISSION's Unified Planning Work Program, and the policies and procedures prescribed by the FHWA, FTA, and/or FAA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto SUBRECIPIENT all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto SUBRECIPIENT and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on SUBRECIPIENT, its successors and assigns.

SUBRECIPIENT, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [•] [and]* (2) that SUBRECIPIENT will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*
12.3 APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by DVRPC pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, DVRPC will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, DVRPC will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of DVRPC and its assigns.*

("Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.")
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by DVRPC pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, DVRPC will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, DVRPC will thereupon revert to and vest in and become the absolute property of DVRPC and its assigns.

12.5 APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

12.6 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

- The Uniform Relocation Assistance and Real Property Acquisition
Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid SUBRECIPIENTS, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
Article 13: Interest of Members of the COMMISSION and Others

13.1 No officer, member or employee of the COMMISSION or AGENCY, and no member of its governing body, and no other public official of the governing body of the locality or any other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of the PROJECT, shall have any personal interest, direct or indirect, apart from his official duties, in this AGREEMENT or the proceeds thereof.

Article 14: Interest of the SUBRECIPIENT

14.1 The SUBRECIPIENT covenants that no member, officer or employee of the SUBRECIPIENT has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services, required to be performed under this AGREEMENT. The SUBRECIPIENT further covenants that in the performance of this AGREEMENT no person having any such interest shall be employed.

Article 15: Interest of Members of Congress

15.1 No member of or delegate to the Congress of the United States shall be admitted to any share or part of this AGREEMENT, or to any benefit therefrom.

Article 16: Audit and Inspection of Records

16.1 The SUBRECIPIENT shall keep, or cause to be kept, accurate records and books of accounts, and shall record and report with all essential details the receipt and disbursement of all funds under the terms of this AGREEMENT in accordance with generally accepted accounting principles and procedures. All costs charged against this AGREEMENT shall be supported by properly executed payrolls, time records, invoice, contracts and vouchers evidencing in proper detail the nature and propriety of the charges. All accounting records shall readily provide a breakdown of costs in accordance with the line items shown on the latest approved budget. The SUBRECIPIENT shall permit and shall require its contractor to permit, the COMMISSION, the AGENCY and the Comptroller General of the United States, or any of their duly authorized representatives, access at all reasonable times, to all records and books of accounts pertaining to this AGREEMENT. The SUBRECIPIENT agrees that any payment made by the COMMISSION to the SUBRECIPIENT, and any expenditures of the SUBRECIPIENT under the terms of this AGREEMENT, are subject to audit by the COMMISSION.

16.2 The SUBRECIPIENT agrees to remit to the COMMISSION any excess payments made to the SUBRECIPIENT, any costs disallowed as a result of audit, and any amounts recovered by the SUBRECIPIENT from third parties or other sources.
16.3 The SUBRECIPIENT shall preserve all documents, records and books of account pertaining to this AGREEMENT for a period of three (3) years from the date of final payment for inspection and/or audit by any authorized representative of the COMMISSION, AGENCY and the Comptroller General of the United States, and copies thereof, if requested, shall be furnished to any of the foregoing. The COMMISSION or the AGENCY may request the SUBRECIPIENT to surrender all records at the end of the three (3) year period.

16.4 The SUBRECIPIENT shall provide the COMMISSION with an audit prepared in conformance with 2 CFR 200, Subpart F, Audit Requirements. The audit shall include the funds provided by the COMMISSION and shall be made available to the COMMISSION in a timely manner. The SUBRECIPIENT understands that the audit may be made available to the AGENCY and the Comptroller General of the United States.

16.5 Should the COMMISSION audit the SUBRECIPIENT in place of the audit performed under 15.4 above, the COMMISSION's audit of the SUBRECIPIENT is reviewed and accepted by an independent certified public accounting firm and the cognizant Federal Audit Agency which is consistent with the COMMISSION's single annual audit concept as approved by the Government, and the COMMISSION shall permit the authorized representatives of the independent certified public accounting firm, the AGENCY or the Comptroller General of the United States to inspect and audit all data and records of the COMMISSION relating to the SUBRECIPIENT's performance under this AGREEMENT.

Article 17: Identification of Documents

17.1 All reports, publications and other documents, except those prepared or completed exclusively for internal use shall carry the following notation on the front cover or title page or, in case of maps, in the title block:

"The preparation of this report (map, document, etc.) was financed in part through funds made available by the Delaware Valley Regional Planning Commission from a grant by the United States (Agency's name). The contents do not necessarily reflect the views or a policy of the Delaware Valley Regional Planning Commission, the AGENCY or the Federal Government and neither assumes liability for its contents or use".

Article 18: Publicity

18.1 Press releases and other public dissemination of information by the SUBRECIPIENT concerning the PROJECT work shall be coordinated with the COMMISSION's Office of Communications and Engagement. Press release and public dissemination requests should be sent to public_affairs@dvrpc.org. Any and all press releases shall be coordinated with the COMMISSION and AGENCY and acknowledge AGENCY grant support.
Article 19: Rights in Data, Copyrights, and Disclosure

19.1 The COMMISSION and/or AGENCY reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for government purposes of (1) any subject data developed under this AGREEMENT by the SUBRECIPIENT or any subcontract at any tier, whether or not a copyright has been obtained, and (2) any rights of copyright to which SUBRECIPIENT or contractor at any tier, purchases ownership financed under this AGREEMENT.

19.2 Definition. The term "data" as used herein includes written reports (progress, draft and final), studies, drawings or other graphic, electronic, chemical or mechanical representations, and work of any similar nature which are required to be delivered under this AGREEMENT. It does not include the SUBRECIPIENT's financial reports, or other information incidental to contract administration.

19.3 Data submitted to and accepted by the COMMISSION under this AGREEMENT shall be the property of the COMMISSION and/or AGENCY and it shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate, including making it available to the general public. Such use shall be without any additional payment to, or approval by, the SUBRECIPIENT.

19.4 No data developed or prepared in whole or in part under this AGREEMENT shall be subject to copyright in the United States or in any other country. The SUBRECIPIENT relinquishes any and all copyrights and/or copyright rights, and/or privileges to data developed or prepared under this AGREEMENT. The SUBRECIPIENT shall not include in the data any copyrighted matter, unless the SUBRECIPIENT provides the COMMISSION with written permission of the copyright owner for the SUBRECIPIENT to use such copyrighted matter.

19.5 The SUBRECIPIENT bears responsibility for the administration of the PROJECT and therefore the SUBRECIPIENT alone is liable for any claims of copyright infringement for any copyrighted material.

19.6 It is a condition precedent to SUBRECIPIENT's compensation that he report to the COMMISSION, within 15 days and in reasonable written detail, each notice or claim of copyright infringement based on the performance under the PROJECT or out of work, or services, performed hereunder. The SUBRECIPIENT shall furnish to the COMMISSION, when requested by the COMMISSION, all evidence and information in possession of the SUBRECIPIENT pertaining to such suit or claim.

Article 20: Confidentiality

20.1 At no time, without written COMMISSION approval, may the SUBRECIPIENT divulge or release information, reports, recommendations
or things of a like nature developed or obtained in connections with performance of this AGREEMENT that are of direct interest to the COMMISSION.

a. The COMMISSION has direct interest in the SUBRECIPIENT's material when the SUBRECIPIENT's PROJECT is to be made a part of a larger PROJECT still under the supervision of the COMMISSION.

b. When such "direct interest" exists, it will be identified in the special conditions clause found in the body of the contract.

20.2 After the AGREEMENT period, SUBRECIPIENT may divulge or release information that is of direct interest to the SUBRECIPIENT, but which has no direct interest to the COMMISSION.

Article 21: Patent Rights

21.1 Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived, or for the first time actually or constructively reduced to practice by the SUBRECIPIENT or its employees or SUBRECIPIENT, in the course of, in connection with, or under the terms of this AGREEMENT, the SUBRECIPIENT shall immediately give the COMMISSION written notice and shall promptly furnish a complete report. The COMMISSION shall promptly notify the AGENCY. Unless the AGENCY or Federal Government later makes a contrary determination in writing, the SUBRECIPIENT, or contractor at any tier, agrees it will transmit to the AGENCY those rights due in any invention resulting from that third-party contract as described in the U. S. Department of Commerce regulations A Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements 37 C.F.R. Part 401.

Article 22: Liquidated Damages

22.1 The SUBRECIPIENT agrees that the COMMISSION shall retain ten percent (10%) of the AGREEMENT amount from Federal funds made available under this AGREEMENT, to be used as a set off for reimbursing the COMMISSION for the cost to administer this AGREEMENT should performance extend beyond the period of performance set forth in the Time of Performance Section of this AGREEMENT.

22.2 The COMMISSION shall retain Ten Dollars per business day as liquidated damages for each day that performance is extended beyond the time fixed for performance in the Time of Performance set forth in this AGREEMENT. These liquid damages are to compensate the COMMISSION for delay and do not limit the COMMISSION from any other applicable recovery for damages. The total sum to be charged by the COMMISSION for the entire delay in performance shall not be in excess of the ten percent (10%) held in retainage.
22.3 The COMMISSION shall, upon acceptance of the Draft Final Report promptly pay the SUBRECIPIENT any funds due from the retainage.

22.4 The decision by the COMMISSION to impose a daily charge for delay, or to excuse said delay, shall be final. A delay in performance by the SUBRECIPIENT may be excused by the COMMISSION if, in its sole discretion, it deems the delay to be a cause or causes beyond the control of the SUBRECIPIENT.

Article 23: Invoice Forms and Payroll Records

23.1 Invoice forms used by the SUBRECIPIENT should be in compliance with Article 6 hereof are attached hereto. Invoices must be approved by SUBRECIPIENT project manager.

23.2 Payroll records submitted by the SUBRECIPIENT should agree with the total personnel cost of the invoice and be approved by the SUBRECIPIENT project manager.

Article 24: Certification of Non-collusion

24.1 The parties hereto hereby certify that neither the COMMISSION nor the SUBRECIPIENT, or their representatives have:

   a. been required nor have, either directly or indirectly, as an expressed or implied condition for obtaining this AGREEMENT, employed or retained or agreed to employ or retain, any firm or person;
   b. been required nor have, paid or agreed to pay, to any firm or person, except bona fide employees of the COMMISSION and SUBRECIPIENT, any fee, contribution, donation, or other consideration of any kind to solicit to secure this AGREEMENT;
   c. acknowledged that this certification is subject to applicable laws of the Commonwealth of Pennsylvania and/or State of New Jersey, and the United States of America, both criminal and civil.

Article 25: Restrictions on Lobbying

24.2 The SUBRECIPIENT hereby certifies that:

   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or
modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit US Government Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

**Article 26: Entire Agreement**

26.1 The AGREEMENT Proper, the Scope of Services and these Standard Articles of Agreement and any other exhibit attached hereto constitute the entire understanding between the two parties hereto.

a. No amendment or modification changing its scope or terms have any force or effect unless they meet the criteria set forth in Article 5, hereof.

b. Any item that is to be deleted or modified from these the Standard Articles of Agreement shall be set forth in section: "Special Conditions" of the Agreement Proper.
Exhibit B

Scope of Services, Fiscal Year 2023 Unified Planning Work Program Description entitled “Gloucester County Transportation Systems and Planning Implementation”
PROJECT: 23-63-022  Gloucester County Transportation Systems Planning & Implementation

Responsible Agency: Gloucester County Planning Department

Program Coordinator: Amy Bernknopf

Goals:

Improve the efficiency of the region's transportation network by carrying out a comprehensive local transit planning program.

Description:

Improve the efficiency of the region's public transportation network by carrying out a comprehensive local transit planning program to maintain current local and regional public transportation activities and to provide the means to develop future public transportation plans that meet changing local and regional needs. Serve on steering committees and the Local Citizens Transportation Advisory Committee. Conduct research and prepare reports on public transportation matters as required. Attend meetings, seminars, and public hearings related to public transportation.

Tasks:

Task 1: Administration
1. Administer project, which will include submission of quarterly progress reports, quarterly invoices, and final report.

Task 2: Planning and Programming
1. Monitor NJ Transit service within the county, perform detailed analysis, and submit recommendations to NJ Transit.
2. Continue regional marketing and marketing activities.
3. Provide technical assistance and program coordination with regional, state and local agencies.

Task 3: Coordination
1. Participate in transportation meetings, and conferences.
2. Respond to public information requests.
3. Assist NJDOT, NJ Transit, and DVRPC in the investigation of potential transportation improvements.
4. Assist the business community in identifying their transportation needs and provide information as to their transportation alternatives.

Products:

1. Service improvement recommendations.
2. Quarterly reports and billings and final report.
3. TSP Work Program for next fiscal year's DVRPC Planning Work Program.
**Beneficiaries:**

Gloucester County, municipalities, the private sector, and citizens.

**Project Cost and Funding:**

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<th>Transit Program</th>
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<td>$0</td>
<td>$20,417</td>
</tr>
<tr>
<td>2023</td>
<td>$59,097</td>
<td>$38,680</td>
<td></td>
<td></td>
<td>$20,417</td>
</tr>
</tbody>
</table>

*$20,417 Local Match ($9,670 for 23-63-022, $10,747 for special studies projects)
Exhibit C

Budget Proposal
### DETAIL DESCRIPTION OF COST ELEMENTS

<table>
<thead>
<tr>
<th>Description</th>
<th># Hours</th>
<th>Hourly Rate</th>
<th>Estimated Cost (FOR ALL TASKS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nick Cressman, GIS Specialist</td>
<td>150</td>
<td>$43.31</td>
<td>$6,496.50</td>
</tr>
<tr>
<td>Jacqueline Huston, Assistant Program Analyst</td>
<td>155</td>
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<td>Paul Esposito, Senior Road Inspector</td>
<td>75</td>
<td>$57.88</td>
<td>$4,341.00</td>
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<td>Vince Voltaggio, County Engineer</td>
<td>80</td>
<td>$106.24</td>
<td>$8,499.20</td>
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<tr>
<td>Karen Jost, Senior Engineer</td>
<td>80</td>
<td>$51.84</td>
<td>$4,147.20</td>
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<tr>
<td>Neta Lofland, Senior Drafting Engineer</td>
<td>35</td>
<td>$34.35</td>
<td>$1,202.25</td>
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<td>John Metz, Driver</td>
<td>55</td>
<td>$29.90</td>
<td>$1,644.50</td>
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<td>Maria Zuccarino, Supervising Engineer</td>
<td>40</td>
<td>$84.68</td>
<td>$3,387.20</td>
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<td>Megan Lowden, Clerk Typist</td>
<td>15</td>
<td>$39.35</td>
<td>$590.25</td>
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**SUB-TOTAL $36,782.45**

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<tr>
<th>Description</th>
<th>Rate</th>
<th>Base</th>
<th>Estimated Cost</th>
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<tbody>
<tr>
<td>Fringe</td>
<td>60.04%</td>
<td>$36,782.45</td>
<td>$22,084.18</td>
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<tr>
<td>Overhead</td>
<td></td>
<td>$58,866.63</td>
<td>-</td>
</tr>
</tbody>
</table>

**SUB-TOTAL $22,084.18**

**TOTAL DIRECT LABOR, FRINGE & OVERHEAD**

**$58,866.63**

### 3. NONLABOR EXPENSES:

<table>
<thead>
<tr>
<th>Description</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Materials/Supplies</td>
<td>$230.37</td>
</tr>
<tr>
<td>Travel (max of 15% of budget total)</td>
<td></td>
</tr>
<tr>
<td>Training</td>
<td></td>
</tr>
</tbody>
</table>

**SUB-TOTAL $230.37**

**GRAND TOTAL**

**$59,097.00**

**FY 23 UPWP BUDGET TOTAL**

**$59,097.00**

**VARIANCE (must be 0)**

**$0**

**LESS: MATCH AMOUNT**

**$(20,417.00)**

**NET PAYABLE**

**$38,680.00**
RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT NO. 23-53-312 WITH THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR A GRANT IN THE AMOUNT OF $34,000.00 FOR THE FISCAL YEAR 2023 REGIONAL GIS PROGRAM

WHEREAS, the Delaware Valley Regional Planning Commission (hereinafter the “DVRPC”) has received funds from the United States Department of Transportation, Federal Transit Administration, for the Fiscal Year 2023 Regional GIS Program (hereinafter the “GIS Program”); and

WHEREAS, the DVRPC has made grants to the County in past years for the GIS Program to support the County Planning Division’s continued participation in the development of the DVRPC’s GIS Program; and

WHEREAS, the DVRPC has agreed to make a grant available again to the County to allow for the County’s continued participation in the development of the GIS Program in accord with the terms and conditions of Agreement No. 23-53-312 (hereinafter the “Agreement”); and

WHEREAS, the Agreement provides for funding from the DVRPC to the County in the sum of $34,000.00 for the County Planning Division to continue participation in the development of the GIS Program; and

WHEREAS, the County’s Planning Department has the expertise to provide the services as required in the Agreement; and

WHEREAS, the Board of County Commissioners of the County of Gloucester desires to continue participation in the GIS Program.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners 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 Agreement No. 23-53-312 with the Delaware Valley Regional Planning Commission in the amount of $34,000.00 to allow for the County’s continued participation in the GIS Program, as above set forth.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, July 20, 2022 at Woodbury, New Jersey.

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR
GRANT REQUEST FORM

DATE: 7/1/22

1. TYPE OF GRANT
   _____ NEW GRANT   X  RENEWAL

2. GRANT TITLE: Regional GIS Program

3. GRANT TERM: FROM: July 1, 2022   TO: June 30, 2023

4. DATE APPLICATION DUE TO GRANTOR: N/A

5. CFDA NUMBER: 20.205

6. STATE GRANT NUMBER: Project Number 23-53-312

7. COUNTY DEPARTMENT: Public Works – Planning Division

8. DEPT. CONTRACT PERSON & PHONE NO. Jackie Huston (856)307-6650

9. NAME OF FUNDING AGENCY: Delaware Valley Regional Planning Commission

10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): DVRPC is providing $34,000.00 to continue County participation in the development of a Regional GIS Implementation & Coordination Program. The funds will be used primarily to offset salaries in developing the region wide system as well as providing for equipment for upgrading capabilities and for training purposes.

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

12. INDIRECT COST (IC) RATE ___ %

13. IC CHARGED TO GRANT: $____________

14. FINANCIAL: REQUESTED MANDATED

   GRANT FUNDS $34,000.00
   CASH MATCH $0 (Attach Documentation)
   IN-KIND MATCH $0 (Attached Documentation)

   TOTAL PROGRAM BUDGET $34,000.00
15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): $ 2,533.73
TOTAL OTHER EXPENSES (b): $29,945.02
TOTAL FRINGE (c): $1,521.25
TOTAL PROGRAM COST (d): $ 34,000.00
TOTAL GRANT FUNDING (e): $34,000.00
TOTAL COUNTY FUNDING (f): $ 0.00

DEPT. HEAD: ___________________________ Signature
Vincent M. Voltaggio

DATE: ________________________________

***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.
2023 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS
REGIONAL GIS PROGRAM BUDGET

101 SALARIES & WAGES
Covers salaries for Planning Staff to perform duties outlined in the FY 2023 Regional GIS Implementation and Coordination contract required related to the Region Wide Transportation GIS Program.

AMOUNT: $2,533.73

994 FRINGE BENEFITS

AMOUNT: $1,521.25

652 MATERIALS & SUPPLIES
It is vital that we maintain a level of technical sophistication that allows the Division to produce accurate mapping, which is a key component for this grant. The Planning Division plans to use a portion of the funds for hardware/software upgrades able to efficiently run the ARC GIS programs used for mapping purposes.

AMOUNT: $29,945.02

TOTAL: $34,000.00

FORM C-2
SUBMISSION DATE: July 1, 2022
REVISION DATE: 

DEPARTMENT: Public Works/Planning
BY AND BETWEEN
DELAWARE VALLEY REGIONAL PLANNING COMMISSION
AND
GLOUCESTER COUNTY, NEW JERSEY


AND

Glooucester County, New Jersey, having its principal office at Gloucester County Administration Building, 1200 N. Delsea Drive, Clayton, New Jersey 08312, hereinafter referred to as the SUBRECIPIENT.

WITNESSETH:

WHEREAS, the COMMISSION has entered into agreements with the New Jersey Department of Transportation, hereinafter referred to as the AGENCY, whereby the COMMISSION is to perform certain obligations under its agreements in the accomplishment of grants from the AGENCY.

WHEREAS, the SUBRECIPIENT will perform certain services through this AGREEMENT in connection with Project No. 23-53-312, "Region-wide Transportation Geographic Information
Systems for Gloucester County" as part of the COMMISSION's Fiscal Year 2023 Unified Planning Work Program, which is effective July 1, 2022, hereinafter referred to as the PROJECT; and

WHEREAS, the PROJECT will be coordinated by the COMMISSION's Executive Director, or designee, with other elements of the COMMISSION's overall program of regional planning, to avoid duplication of effort and to ensure that all activities in the program are compatible and interrelated; and

WHEREAS, consistent with the COMMISSION's responsibilities to the AGENCY, as its agent and coordinator for the PROJECT, the SUBRECIPIENT shall be responsible for the technical direction, management and conduct of the PROJECT, provide oversight of the PROJECT and be administratively responsible to the COMMISSION.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter expressed, and intending to be legally bound hereby, the parties hereto agree as follows:

Section 1: General Conditions

1.1 The COMMISSION hereby agrees to engage the SUBRECIPIENT and the SUBRECIPIENT agrees to perform such services as are specified in: (1) this AGREEMENT; (2) Exhibit A, the Standard Articles of Agreement for Subrecipients; (3) Exhibit B, Scope of Services, Fiscal Year 2023 Unified Planning Work Program description entitled, "Region-wide Transportation Geographic Information Systems for Gloucester County"; and (4) Exhibit C, Budget Proposal. Exhibit A, Exhibit B, and Exhibit C are attached hereto and are incorporated by reference.

1.2 During the term of this AGREEMENT, all requests to modify, change, or make an addition to the AGREEMENT shall be made in writing to the COMMISSION in accordance with Article 5: Changes and Amendments of the Standard Articles for Subrecipients.

1.3 All modifications, changes, and/or additions to this AGREEMENT shall be effectuated in accordance with Article 5: Changes and Amendments of the Standard Articles for Subrecipients and shall not be binding unless approved in writing by the COMMISSION.
Section 2: PROJECT Funding

2.1 The total PROJECT budget shall be Thirty-Four Thousand Dollars ($34,000) with approved funding as follows:

Funds Provided by AGENCY: $34,000
SUBRECIPIENT Local Match: $0
Total Amount: $34,000

<table>
<thead>
<tr>
<th>Agency</th>
<th>Source of Funds</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Jersey Department of</td>
<td>Federal Highway</td>
<td>July 1, 2022</td>
<td>$34,000</td>
</tr>
<tr>
<td>Transportation</td>
<td>Administration</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Amount $34,000

Section 3: Contract Amount and Payment Terms

3.1 The amount payable by the COMMISSION to the SUBRECIPIENT shall not exceed Thirty-Four Thousand Dollars ($34,000). Payment to the SUBRECIPIENT for work performed shall be on a cost-reimbursable basis with payments based on the submission of invoices and progress reports documenting the work completed during the period reported.

3.2 SUBRECIPIENT’s spending will be in accordance with the attached budget proposal, Exhibit C.

A. If SUBRECIPIENT intends to utilize any external consultant(s) to perform work in furtherance of the PROJECT, SUBRECIPIENT shall provide an anticipated cost for each external consultant in the Budget Proposal. Upon selection of any external consultant(s), SUBRECIPIENT shall notify the COMMISSION in writing indicating the selected external consultant(s) and provide a modified Budget Proposal including a separate budget proposal for the consultant(s). Upon review, the COMMISSION will provide written notification informing that the modified Budget Proposal has been approved and will be incorporated to this AGREEMENT as outlined in accordance with Article 5: Changes and Amendments of the Standard Articles for Subrecipients.

3.3 The SUBRECIPIENT understands and agrees that reimbursement of costs will be after receipt of AGENCY funds by the COMMISSION.
3.4 As outlined in Article 6.1 in the Standard Articles of Agreement for Subrecipients, Exhibit A, SUBRECIPIENT shall send invoices to the attention of the Accounting Department. Invoices can be submitted by email to invoices@dvrpc.org.

A. All invoices must consist of:
   1. Assigned cover page with the total reimbursement request amount;
   2. Breakdown of costs as per the contract pricing proposal format with staff names, number of hours worked, payroll rate; overhead, direct expenses, subconsultant costs and fees;
   3. Receipts for Direct Expenses;
   4. Copies of all subconsultant invoices; and
   5. Progress Report for the Reporting Period.

Section 4: Administration of AGREEMENT

4.1 The Executive Director of the COMMISSION, or his/her designee shall be the authorized agent to act on behalf of the COMMISSION in the administration of this AGREEMENT, and shall give notices, issue change orders, and otherwise represent the COMMISSION in the negotiation of matters arising out of this AGREEMENT.

4.2 The Principal of the SUBRECIPIENT, or his/her designee, shall be the authorized agent to act on behalf of the SUBRECIPIENT in the administration of this AGREEMENT and in the negotiation of matters arising out of this AGREEMENT.

Section 5: Time of Performance

5.1 As the PROJECT start date is July 1, 2022, the effective date of the COMMISSION’s Fiscal Year 2023 Unified Planning Work Program, SUBRECIPIENT may commence work as of that date. The SUBRECIPIENT shall complete work on the PROJECT no later than June 30, 2023.

Section 6: Coordination and Cooperation

6.1 The SUBRECIPIENT agrees to provide the COMMISSION with sufficient copies of all materials and documents, in a timely manner, which are necessary for the COMMISSION to meet its obligations to the AGENCY.

6.2 The SUBRECIPIENT understands that the services to be provided by the SUBRECIPIENT inform the COMMISSION’s overall planning program and must be provided in accordance with the COMMISSION’s schedule.
Section 7: Title VI Policy & Self-Certification

7.1 The COMMISSION has adopted the following policy statement as part of its Title VI Compliance Plan:

The Delaware Valley Regional Planning Commission (DVRPC) assures that no person shall on the grounds of race, color, or national origin, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any agency-sponsored program or activity. Nor shall sex, age, or disability stand in the way of fair treatment of all individuals.

The COMMISSION further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

In the event that the COMMISSION distributes federal aid funds to another entity, THE COMMISSION will include Title VI language in all written agreements and will monitor for compliance. Title VI compliance is a condition of the receipt of federal funds. The COMMISSION’s Executive Director and Title VI Compliance Manager are authorized to ensure compliance with provisions of this policy and with the law, including the requirements of Title 23 Code of Federal Regulations (CFR) 200 and Title 49 CFR 21.

The COMMISSION acknowledges its responsibility for initiating and monitoring Title VI activities, preparing required reports and other responsibilities as required by Title 23 Code of Federal Regulations (CFR) 200 and by Title 49 CFR Part 21.

The COMMISSION requires verification of the compliance of SUBRECIPIENT with Title VI provisions of the Civil Rights Act of 1964, per state and federal guidance for all new contracts entered into by the COMMISSION. The COMMISSION reserves the right to conduct subsequent Title VI compliance reviews on any SUBRECIPIENT during a contract.

7.2 As part of its verification of compliance with Title VI, the COMMISSION requires the following Self-Certification. All duly authorized representatives of the SUBRECIPIENT must certify that:

A. The SUBRECIPIENT understands that compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Civil Rights Restoration Act of 1987, and other nondiscrimination statutes is a requirement for receiving federal funds.
B. During the performance of this contract, the SUBRECIPIENT, for itself, its assignees, and successors in interest, agree as follows:

1. Compliance with Regulations

The SUBRECIPIENT shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The SUBRECIPIENT, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SUBRECIPIENT shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Procurement of Materials & Equipment

In all solicitations either by competitive bidding or negotiations made by the SUBRECIPIENT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SUBRECIPIENT of the SUBRECIPIENT obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports

The SUBRECIPIENT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by appropriate federal or state agency to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a SUBRECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the SUBRECIPIENT shall so certify to appropriate federal or
state agency as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the SUBRECIPIENT noncompliance with the nondiscrimination provisions of this contract, DVRPC shall impose such contract sanctions as it or the appropriate federal or state agency may determine to be appropriate, including, but not limited to, withholding of payments to the SUBRECIPIENT under the contract until the SUBRECIPIENT complies; and/or cancellation, termination, or suspension of the contract, in whole or in part.


The SUBRECIPIENT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The SUBRECIPIENT shall take such action with respect to any subcontractor or procurement as may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a SUBRECIPIENT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the SUBRECIPIENT may request DVRPC enter into such litigation to protect the interests of the state and, in addition, the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

C. The SUBRECIPIENT will ensure that, as per paragraph 6 above, paragraphs 1-5 will be included in all subcontracts.

Section 8: Special Conditions:

8.1 By executing this AGREEMENT, the SUBRECIPIENT hereby specifically agrees to Article 12: U.S. Department of Transportation Standard Title VI and Non-Discrimination Assurances of Exhibit A, the Standard Articles of Agreement for Subrecipients.

8.2 Electronic, digital, or pdf signatures delivered by email shall constitute a legal and binding signature to this AGREEMENT.
IN WITNESS WHEREOF, the COMMISSION and the SUBRECIPIENT have executed this AGREEMENT as of the date above first written, intending to be legally bound hereby.

ATTEST:

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

(SEAL)

By: __________________________
Barry Seymour, Executive Director

Date: _________________________

ATTEST/WITNESS:

GLOUCESTER COUNTY, NEW JERSEY

By: __________________________
Frank J. DiMarco, Director

Date: _________________________

Laurie Burns
Clerk to the Board
(SEAL)

Federal Information:

Type of Grant: Department of Transportation (FHWA)
Program: Highway Planning and Construction
CFDA Number: 20.205 (FHWA)
Federal Funds: $34,000
Exhibit A

Standard Articles of Agreement for Subrecipients
Standard Articles of Agreement for SUBRECIPIENT

Revision Date: June 2022
Article 1: Responsibilities and Services of the SUBRECIPIENT ........................................... 3
Article 2: Assignability ........................................................................................................... 5
Article 3: Oversight ............................................................................................................... 5
Article 4: Responsibilities of the COMMISSION .................................................................. 5
Article 5: Changes and Amendments ................................................................................... 6
Article 6: Compensation and Method of Payment ............................................................... 7
Article 7: Termination of Agreement for Cause and/or Convenience .................................. 8
Article 8: Suspension of Agreement - Stop Work Orders ...................................................... 10
Article 9: Disputes ............................................................................................................... 11
Article 10: Arbitration ......................................................................................................... 12
Article 11: Federal Requirements ....................................................................................... 12
Article 12: U.S. Department of Transportation Standard Title VI and Non-Discrimination Assurances ........................................................................................................ 18
Article 13: Interest of Members of the COMMISSION and Others .................................... 27
Article 14: Interest of the SUBRECIPIENT ....................................................................... 27
Article 15: Interest of Members of Congress ...................................................................... 27
Article 16: Audit and Inspection of Records ...................................................................... 27
Article 17: Identification of Documents ............................................................................... 28
Article 18: Publicity ............................................................................................................. 28
Article 19: Rights in Data, Copyrights, and Disclosure ......................................................... 29
Article 20: Confidentiality ................................................................................................... 29
Article 21: Patent Rights ...................................................................................................... 30
Article 22: Liquidated Damages ......................................................................................... 30
Article 23: Invoice Forms and Payroll Records .................................................................. 31
Article 24: Certification of Non-collusion .......................................................................... 31
Article 25: Restrictions on Lobbying ................................................................................. 31
Article 26: Entire Agreement ............................................................................................... 32
1.1 Consistent with the COMMISSION's responsibilities to the AGENCY, as its agent and coordinator for the PROJECT, the SUBRECIPIENT shall be responsible for the technical direction, management and conduct of the PROJECT.

1.2 The COMMISSION hereby agrees to engage the SUBRECIPIENT and the SUBRECIPIENT shall perform in a satisfactory and proper manner, as determined by the COMMISSION, such services as are specified by the AGREEMENT and Exhibit "B", Scope of Services, hereinafter referred to as the PROJECT, which is attached hereto and made a part hereof.

1.3 The SUBRECIPIENT hereby agrees to administer the AGREEMENT in compliance with all applicable law and in accordance with all requirements and regulations of the AGENCY and COMMISSION. The SUBRECIPIENT understands that requirements and regulations may change, however, the most recent of any AGENCY requirements or regulations will govern the administration of this AGREEMENT at any particular time.

1.4 The SUBRECIPIENT bears primary responsibility for the administration and success of the PROJECT. Although the SUBRECIPIENT is encouraged to seek the advice and opinions of the COMMISSION and the AGENCY on problems that may arise, the giving of such advice shall not shift the responsibility for final decisions to the COMMISSION and/or the AGENCY.

1.5 The SUBRECIPIENT hereby agrees to furnish its services in accordance with this AGREEMENT and all applicable professional standards. All of the services specified by this AGREEMENT shall be performed by the SUBRECIPIENT and its employees or contractor under the supervision of a qualified Project Manager as shall be designated by the SUBRECIPIENT and approved by the COMMISSION.

The SUBRECIPIENT agrees that the COMMISSION shall not be subject to any obligations, liabilities to any contractor or any other person not party to this AGREEMENT.

1.6 The personnel required to perform the services specified by this AGREEMENT shall be procured by the SUBRECIPIENT. All procurement expenses shall be borne by the SUBRECIPIENT. All personnel engaged in performing the services specified by this AGREEMENT shall be fully qualified and authorized or permitted under Federal, State and local law to perform such services. Such personnel shall not be employees of, or have any contractual relationship with the COMMISSION. For any major changes in personnel including changes of personnel who are named in any grant application, the SUBRECIPIENT will submit their request in writing prior to any planned personnel changes.
1.7 The SUBRECIPIENT is required to be in compliance with the COMMISSION’S SUBRECIPIENT Monitoring Policy for risk assessment of grants to determine appropriate monitoring activities and frequency of progress report submission. The SUBRECIPIENT must complete and certify the pre-award risk assessment form, See Attachment 1. SUBRECIPIENT shall also submit summary progress reports, in accordance with the risk level assessment which will be communicated by the COMMISSION. The SUBRECIPIENT must submit progress reports, invoices, and supporting documents to the COMMISSION no later than thirty (30) days after the close of the preceding quarter unless otherwise directed. These reports shall be in narrative form, divided by tasks as specified in the Scope of Services. These reports shall include the percentage of progress for each project for the specified time period and be up-to-date. When applicable, these reports shall indicate when established goals are not met, or when a delay has occurred or is anticipated. If there are difficulties encountered, the report must include a narrative description and the SUBRECIPIENT’s proposed solution(s) to the issue(s).

1.8 Prior to the preparation and completion of final reports, maps, and other documents specified by this AGREEMENT, the SUBRECIPIENT shall provide the specified number of copies of such reports, maps and other documents in draft form to the COMMISSION for discussion, review, and approval.

The SUBRECIPIENT shall solicit and submit with the draft reports, maps, or other documents, comments from policy, technical and citizen advisory committees; local and regional planning agencies; transit operators and political jurisdictions affected by the PROJECT’s recommendations. These comments should be focused on the nature and objectives of the PROJECT, report findings and final recommendations and be in a form reasonably acceptable to the COMMISSION.

1.9 The SUBRECIPIENT hereby agrees to provide adequate insurance coverage for its employees working on the PROJECT, accept full responsibility for the deduction and payment of all unemployment insurance, social security, State and Federal taxes, and any other taxes or payroll deductions required by law for its employees.

1.10 The SUBRECIPIENT shall indemnify, save, and hold the COMMISSION and the AGENCY, their officers, employees and agents acting within their official duties, harmless from any and all claims, demands and actions based upon or arising out of any services performed by the SUBRECIPIENT’s officers, employees or agents under this AGREEMENT, and shall defend any and all actions brought against the COMMISSION or AGENCY based upon any such claims or demands unless COMMISSION and/or AGENCY elect otherwise. The sole legal recourse for SUBRECIPIENT lies with COMMISSION as outlined in Article 9: Disputes.
and there shall be no claims, demands, or any recourse with the AGENCY or any federal agency.

1.11 None of the services specified by this AGREEMENT shall be subcontracted by the SUBRECIPIENT without prior approval of the COMMISSION.

1.12 All subcontracts entered into by the SUBRECIPIENT shall contain or otherwise reference and incorporate all of the provisions of these Standard Articles of Agreement.

1.13 The SUBRECIPIENT shall maintain a written code or standard of conduct that governs the performance of its officers, employees, board members, or agents engaged in the award and administration of third-party contracts or subcontracts supported by Federal assistance. The code of standard shall prohibit officers, employees, board members, or agents participating in the selection, award or administration of a third party contract or subagreement supported by Federal assistance if a real or apparent conflict of interest would be involved.

Article 2: Assignability

2.1 The SUBRECIPIENT shall not assign any interest in this AGREEMENT, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the COMMISSION.

Article 3: Oversight

3.1 In order for the COMMISSION to meet its obligations to the AGENCY, COMMISSION will have general oversight over the content and technical quality of the services performed as specified by this AGREEMENT.

Article 4: Responsibilities of the COMMISSION

The COMMISSION, as Grant recipient and coordinator for the PROJECT shall:

4.1 Coordinate the PROJECT with all other projects in its Program on a continuing basis to avoid duplication of effort and to ensure that all activities in its Program are compatible and interrelated.

4.2 Provide basic technical assistance to the SUBRECIPIENT required during the development of the PROJECT.

4.3 Provide data existing in the COMMISSION’s data file to the SUBRECIPIENT. The cost for this data shall be only that of reproduction or processing. The SUBRECIPIENT shall return to the COMMISSION such information, data, reports, and records as the COMMISSION shall request, and the SUBRECIPIENT shall treat as confidential any materials which may be stipulated by the COMMISSION.
4.4 Prepare periodic progress reports as required by the AGENCY, incorporating the project progress reports prepared by the SUBRECIPIENT.

4.5 Conduct a review of the administration of the PROJECT, as appropriate, to determine whether the SUBRECIPIENT has efficiently complied with policies, procedures and regulations of the AGENCY and the obligations of this AGREEMENT.

4.6 Ensure that all procedures and records will be maintained in conformance with Federal and State Audit Standards and Regulations.

Article 5: Changes and Amendments

5.1 Administrative changes, such as a change in the designation of the representative of the COMMISSION, or of the office to which a report is to be transmitted, constitute changes to this AGREEMENT and do not affect the substantive rights of the COMMISSION or the SUBRECIPIENT. Such changes may be issued unilaterally by the COMMISSION and do not require the concurrence of the SUBRECIPIENT. Such changes will be in writing and will generally be effected by a letter from the COMMISSION to the SUBRECIPIENT.

5.2 No modifications, changes, corrections, and/or additions to this AGREEMENT shall be binding unless approved in writing by an authorized representative of the COMMISSION.

The COMMISSION may issue Authorization letters or written approval for the following instances:

(i) When the SUBRECIPIENT’s request for a budget reallocation of greater than 5% of the total PROJECT costs is approved.

(ii) When the SUBRECIPIENT’s request for a budget increase that does not exceed 5% of the total PROJECT costs.

(iii) When the SUBRECIPIENT’s request for an extension of the completion date as outlined in Section 5: Time of Performance of the AGREEMENT is approved.

(iv) When the SUBRECIPIENT’s request for modifications, changes and/or clarifications to the Scope of Services which do not substantively alter the PROJECT and/or services to be performed is approved.

5.3 Any major PROJECT changes which substantially alter the rights of either party, the cost of the PROJECT, or any major phase thereof, which substantially alter the objective or scope of the PROJECT, or which substantially reduce the time or effort devoted to the PROJECT on the part of the SUBRECIPIENT will require a formal AGREEMENT amendment to
increase or decrease the dollar amount, the term, or other principal provisions of this AGREEMENT.

5.4 No formal amendment may be entered into unless the COMMISSION has received timely notification of the proposed PROJECT change(s). However, if the COMMISSION determines that circumstances justify such action, they may receive and act upon any request for formal amendment submitted prior to final payment under this AGREEMENT. Formal amendments may be executed subsequently only with respect to matters which are the subject of final audit or dispute appeals.

5.5 Copies of either or both amendments to the AGREEMENT and letters authorizing changes will be attached to the original of this AGREEMENT and to each copy. Such letters and amendments will then become a part thereof.

5.6 The COMMISSION shall prepare all formal amendments. Formal amendments shall be identified by consecutive letters after the AGREEMENT number.

5.7 All requests along with supporting documentation for any modifications, changes, corrections, and/or additions to this AGREEMENT shall be in writing at least 45 days in advance of when the request should take effect and sent to the COMMISSION’s authorized agent:

Jason Crouch  
Procurement Manager  
Delaware Valley Regional Planning Commission  
190 N. Independence Mall West, 8th Floor  
Philadelphia, PA 19106-1520  
jcrouch@dvrpc.org

5.8 Written approvals may be in the form of an email, letter amendment or a formal supplement agreement which will require formal execution and will be made part of the AGREEMENT.

Article 6: Compensation and Method of Payment

6.1 SUBRECIPIENT shall send invoices to the attention of the Accounting Department. Invoices can be submitted by email to invoices@dvrpc.org. Each invoice shall consist of:

a. A signed cover page with the total reimbursement request amount;
b. Breakdown of costs as per the contract pricing proposal format;  
   Please include staff names, number of hours worked, payroll rate;  
   overhead, direct expenses, subconsultant costs and fees;
c. Receipts for Direct Expenses;
d. Copies of all subconsultant invoices; and

e. Progress Report for the Reporting Period.
6.2 Allocability of PROJECT costs shall be in accordance with the following:

a. The costs must be reasonable within the scope of the PROJECT.
b. The cost is allocable to the extent of benefit properly attributable to
   the PROJECT.
c. Such costs must be in accordance with generally accepted
   accounting principles (GAAP) and 2 C.F.R. 200.
d. The cost must not be allowable to or included as cost of any other
   federally assisted program in any accounting period (either current
   or prior).
e. Such costs must be net costs to the SUBRECIPIENT (i.e., the price
   paid minus any refunds, rebates or discounts).
f. The SUBRECIPIENT may not delegate or transfer his responsibility
   for the use of the funds set forth in this AGREEMENT.
g. Overhead and fringe rates are final based on invoiced bills.

Costs must conform to all applicable law including Federal Regulations. Specifically, Costs must adhere to 2 C.F.R. 200 titled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. For private organizations, Federal Acquisition Regulation, 48 CFR Chapter 1, Subpart 31.2, “Contracts with Commercial Organizations” may apply.

6.3 The SUBRECIPIENT shall be paid for progress and final invoices after the COMMISSION has received the appropriate payment from the AGENCY.

6.4 Compensation and method of payment are subject to all special conditions set forth in the Special Conditions Section of this AGREEMENT.

**Article 7: Termination of Agreement for Cause and/or Convenience**

7.1 If, through any cause, the SUBRECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this AGREEMENT, or if the SUBRECIPIENT shall violate any of the covenants, agreements or stipulations of this AGREEMENT, the COMMISSION shall thereupon have the right to terminate this AGREEMENT.

7.2 The COMMISSION shall have the right to terminate this AGREEMENT for convenience whenever the COMMISSION shall determine that such termination is in the best interests of the COMMISSION.

7.3 This AGREEMENT shall be terminated immediately if for any reason the AGENCY terminates, or in any other manner eliminates funds made available to the SUBRECIPIENT by this AGREEMENT.

7.4 The COMMISSION shall confirm such termination in writing. The effective date of the termination shall be the date of notification. Upon notification of
termination, the SUBRECIPIENT must stop incurring costs and cease performance immediately.

7.5 Upon termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in graphic or electronic format, prepared by the SUBRECIPIENT or their consultants shall, at the option of the COMMISSION, become the property of the COMMISSION. The SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7.6 Notwithstanding any provision to the contrary the above, the SUBRECIPIENT shall not be relieved of liability to the COMMISSION for damages sustained by the COMMISSION by virtue of any breach of this AGREEMENT by the SUBRECIPIENT, and the COMMISSION may withhold any payments to the SUBRECIPIENT for the purpose of set-off until such time as the exact amount of damages due to the COMMISSION from the SUBRECIPIENT for breach of this AGREEMENT is determined.

7.7 Prior to termination for cause, the SUBRECIPIENT shall be provided official notice in writing and an opportunity to cure. SUBRECIPIENT shall respond within five (5) days of the date of the official notice and must include a detailed plan of action to cure the cause and/or default of any term of this AGREEMENT. SUBRECIPIENT will have ten (10) days from the date of the official notice to implement plan of corrective action.

7.8 The Parties may enter into an Agreement to terminate the PROJECT at any time pursuant to the terms which are consistent with these Articles of Agreement. The Agreement shall establish the effective date of termination of the PROJECT, the basis for settlement of the PROJECT termination costs, and the amount and date of payments of any sums due either party. The COMMISSION shall prepare the termination document.

7.9 The SUBRECIPIENT may not unilaterally terminate the PROJECT work set forth in this AGREEMENT. If, during the development of the PROJECT, conditions should change that would warrant complete or partial termination, the SUBRECIPIENT shall give written notice to the COMMISSION of a request for termination and direct the correspondence to:

Executive Director
Delaware Valley Regional Planning Commission
190 N. Independence Mall West, 8th Floor
Philadelphia, PA 19106-1520

If the COMMISSION determines that there is a good cause for the termination of all or any portion of the PROJECT set forth in this AGREEMENT, the COMMISSION may enter into a termination agreement.
or unilaterally terminate the PROJECT pursuant to Article 7.4, effective with the date of cessation of this PROJECT. If the COMMISSION determines that the SUBRECIPIENT has ceased work on the PROJECT without good cause, the COMMISSION may unilaterally terminate the PROJECT pursuant to Article 7.4 of this AGREEMENT, or annul the AGREEMENT pursuant to this Article.

7.10 Upon termination, the SUBRECIPIENT must refund or credit to the COMMISSION that portion of any funds paid or owed the SUBRECIPIENT and allocable to the terminated PROJECT work, except such portion thereof as may be required to meet commitments which had become firm prior to the effective date of termination and are otherwise allowable. The SUBRECIPIENT shall not make any new commitments without COMMISSION approval. The SUBRECIPIENT shall reduce the amount of outstanding commitments insofar as possible and report to the COMMISSION the uncommitted balance of funds set forth in this AGREEMENT. The allocability of termination costs will be determined in conformance with applicable Federal cost principles.

Article 8: Suspension of Agreement - Stop Work Orders

8.1 Work on this PROJECT, or on a portion or phase of this PROJECT, can be ordered suspended or stopped by the COMMISSION.

8.2 Work stoppages may be required at the discretion of COMMISSION, such as, but not limited to, default by the SUBRECIPIENT, failure to comply with the terms and conditions of this AGREEMENT, realignment of programs, and lack of adequate funding or advancements in the state-of-the-art.

a. Generally, use of a stop-work order will be limited to those situations where it is advisable to suspend work on the PROJECT or portion or phase of the PROJECT for important program or AGENCY considerations and a supplemental agreement providing for such suspension is not feasible.

b. Although a stop-work order may be used pending a decision to terminate by mutual agreement, or for other cause, it will not be used in lieu of the issuance of a termination notice after a decision to terminate has been made.

8.3 Prior to issuance, stop-work orders shall be discussed with the SUBRECIPIENT and will be modified if appropriate in the sole discretion of the COMMISSION. Any modifications are at the discretion of the COMMISSION. Stop-work orders will include (a) a clear description of the work to be suspended; (b) instructions as to the issuance of further orders to the SUBRECIPIENT for services; (c) an order to cease performance and stop incurring all further expenditures; and (d) other suggestions to the SUBRECIPIENT for minimizing costs.
8.4 Upon receipt of a stop-work order, the SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within the suspension period, or within any extension of that period to which the Parties shall have agreed, the COMMISSION shall, in writing, either:

a. cancel the stop-work order, in full or in part;
b. eliminate the work covered by such order; or
c. authorize resumption of work.

8.5 If a stop-work order is canceled or the period of the work, or any extension thereof expires, or upon authorization to resume the work, the SUBRECIPIENT shall promptly resume the previously suspended work. An equitable adjustment shall be made in the scheduled time frame, or in the Agreement amount, or both of these, and the AGREEMENT shall be amended accordingly, provided the SUBRECIPIENT asserts a written claim for such adjustment(s) within sixty (60) days after the end of the period of work stoppage when any of the following occur:

a. the stop-work order results in an increase in the SUBRECIPIENT’s cost properly allocable to the performance of any part of the PROJECT; and/or
b. a stop-work order is not canceled and the PROJECT WORK covered by such order is within the scope of a subsequently issued termination order. Reasonable costs resulting from the stop-work order shall then be allowed in arriving at the termination settlement.

8.6 However, if the COMMISSION determines the circumstances do not justify an adjustment, it may receive and act upon any such claim asserted in accordance with Articles 9 and 10 of this AGREEMENT.

8.7 Costs shall not be allowable if incurred by the SUBRECIPIENT after a stop-work order is delivered, or within any extension of the stop-work period, with respect to the PROJECT work suspended by such order and which is not authorized by this Article or specifically authorized in writing by the COMMISSION.

8.8 Failure to agree upon the amount of an equitable adjustment due under a stop-work order shall constitute a dispute under this AGREEMENT.

Article 9: Disputes

9.1 Except as otherwise provided by law, or this AGREEMENT, any dispute arising under this AGREEMENT shall be decided by the COMMISSION who shall reduce its decision to writing and mail, or otherwise furnish a copy thereof to the SUBRECIPIENT.
9.2 A decision of the COMMISSION made pursuant to this Article shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the SUBRECIPIENT mails (certified mail, return receipt requested) or otherwise delivers to the COMMISSION a request for arbitration as set forth in Article 10 hereof.

Article 10: Arbitration

10.1 Any dispute between the parties to this AGREEMENT, which cannot be resolved by good faith negotiation between them, shall be submitted to the American Arbitration Association, whose decision shall be final and binding upon the parties and enforceable in any competent court having jurisdiction of the matter.

10.2 Arbitration proceedings may be initiated at the election of either party by giving ten (10) days written notice to the other, and to the Association, of his demand, and such proceedings shall be conducted according to the prevailing rules of the Association.

10.3 The costs for arbitration proceedings shall be borne by the parties, established by the American Arbitration Association. Arbitration costs may or may not be reimbursable; the AGENCY will consider each on an individual basis.

Article 11: Federal Requirements

11.1 Civil Rights Requirements

a. Prohibitions Against Discrimination

The SUBRECIPIENT agrees to comply with, and assure compliance of all SUBRECIPIENTs with all requirements of 49 U.S.C. § 5332, which prohibits discrimination on the basis on the race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

The SUBRECIPIENT agrees to comply with, and assure compliance by third party Subrecipients at any tier under the PROJECT with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related nondiscrimination statutes and regulations in all programs and activities. DVRPC's website, www.dvrpc.org, may be translated into multiple languages. Publications and other public documents can be made available in alternative languages and formats, if requested. DVRPC public meetings are always held in ADA-accessible facilities, and in transit-accessible locations when possible. Auxiliary services can be provided to individuals who submit a request at least seven
days prior to a public meeting. Requests will be accommodated to the greatest extent possible. Any person who believes they have been aggrieved by an unlawful discriminatory practice by DVRPC under Title VI has a right to file a formal complaint. Any such complaint may be in writing and filed with DVRPC's Title VI Compliance Manager and/or the appropriate state or federal agency within 180 days of the alleged discriminatory occurrence. For more information on DVRPC’s Title VI program or to obtain a Title VI Complaint Form, please visit: www.dvrcp.org/GetInvolved/TitleVI, call (215) 592-1800, or email public_affairs@dvrpc.org.

b. Equal Employment Opportunity

The SUBRECIPIENT agrees to comply with, and assure compliance by third party SUBRECIPIENTs at any tier under the PROJECT with all requirements of Title VII of the Civil Rights Act of 1994, as amended, 42 U.S.C. § 2000e; 49 U.S.C. § 5332; and the rules and regulations of the AGENCY, and specifically shall comply with the following:

i. SUBRECIPIENT agrees that full consideration will be given to all eligible, qualified applicants without regard to age, ancestry, color, disability, domestic or sexual violence victim status, ethnicity, familial status, gender identity or expression, genetic information, marital status, medical condition (including pregnancy), national origin, race, religion, sex, or sexual orientation; or any other basis protected by federal, state, or local law. Minority, female, and disabled applicants are encouraged to apply.

ii. If the SUBRECIPIENT is required to submit and obtain Federal Government approval of its Equal Employment Opportunity (EEO) Program, that EEO program as approved is incorporated by reference and made a part of the AGREEMENT. Failure by the SUBRECIPIENT to carry out the terms of the EEO program shall be treated as a violation of this AGREEMENT. Upon notification to the SUBRECIPIENT of its failure to carry out the approved EEO program, the Federal Government may impose such remedies as it considers appropriate.

c. Disadvantaged Business Enterprise (DBE) Program

i. The SUBRECIPIENT hereby agrees to comply with the current COMMISSION goal and Section 1101(b) of the Transportation Efficiency Act for the 21st Century, 23 U.S.C § 101 note, current AGENCY regulations regarding
Disadvantaged Business Enterprises, and for USDOT funded program, the regulations set forth in 49 C.F.R. Part 26.

ii. The SUBRECIPIENT agrees that it will not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontract financed with Federal assistance provided by the AGENCY. The SUBRECIPIENT agrees to take all necessary and reasonable steps required by the AGENCY regulations to ensure that eligible DBEs have the maximum feasible opportunity to participate in subcontracts. If the SUBRECIPIENT is required by AGENCY regulations to have a DBE program, the DBE program must be in compliance with COMMISSION DBE Policy. The COMMISSION DBE Policy is incorporated by reference and made a part of this AGREEMENT. Implementation of the program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this AGREEMENT. Upon notifying the SUBRECIPIENT of any failure to implement its approved DBE program, the AGENCY may impose sanctions as provided for under its regulations and may, as determined, refer the matter for enforcement under 18 U.S.C. § 1001 and the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et seq.

d. Nondiscrimination on the Basis of Age

The SUBRECIPIENT agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 through 6107 and implementing regulations, which prohibit discrimination on the basis of age.

e. Access Requirements for Persons with Disabilities

The SUBRECIPIENT agrees to comply with the requirements of 49 U.S.C. §5301(d) which express the Federal policy that the elderly and persons with disabilities have the same rights as others to use mass transportation services and facilities, and that special efforts shall be made in planning and designing these services and facilities to implement those policies. The SUBRECIPIENT also agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 42 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disability Act of 1990, as amended, 42 U.S.C §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:
i. USDOT regulations, Transportation Services for Individuals with Disabilities (ADA), 49 CFR Part 37.

ii. USDOT regulations, Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance, 49 CFR part 27.


ix. Federal Transit Administration (FTA) regulations, Transportation for Elderly and Handicapped Persons, 49 CFR part 609.

tax. Any implementing requirements the FTA may issue.

Note: the above regulations essentially provide that no otherwise qualified handicapped person shall, solely by reason of his or her handicap, be excluded from participation in, be denied the use of, or otherwise be subjected to discrimination under any program, activity or facility that receives or benefits from Federal financial assistance.

f. Confidentially and Other Civil Rights Protections Related to Drug or Alcohol Abuse or Alcoholism

11.2 Political Activity

The provisions of the "Hatch Act", 5 U.S.C. §§ 1501 through 1508 and 7324 through 7326 and U.S. Office of Personnel Management regulations, Political Activity of State and Local Officers or Employees, Title 5 C.F.R Part 151, Code of Federal Regulations, shall apply to the extent of the regulations. No funds under this AGREEMENT shall be used for any partisan political activity or to furnish the election or defeat of any candidate for public office.

A Federal employee (this includes City, State and Municipal workers receiving Federal money, grants or loans, but does not include non-supervisory personnel) may not use his official authority or influence for the purpose of affecting the result of an election, nor may he take an active part in political management or political campaigns.

11.3 Disclosure of Information

All information obtained by the SUBRECIPIENT in this PROJECT and submitted to the COMMISSION is subject to disclosure to others, as provided for under the Freedom of Information Act 5 U.S.C. 552. In addition, the COMMISSION acquires the right, unless otherwise provided, to use and disclose all PROJECT data.

11.4 Clean Air and Clean Water

The SUBRECIPIENT hereby agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401 et. seq.), and/or the Federal Water Pollution Control Act (33 U.S.C. §§1251 et. seq.).

11.5 Energy Conservation Program

The SUBRECIPIENT agrees to comply with the mandated energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.
11.6 Historic Preservation

In connection with carrying out this Project, the SUBRECIPIENT shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order No. 11593, (16 U.S.C. 469a-1 et seq.), by:

a. Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in, or eligible for inclusion in, the National Register of Historic Places that may be affected by the PROJECT, and notifying the AGENCY of the existence of any such properties; and by,

b. Complying with all requirements established by the AGENCY to avoid or mitigate adverse effects upon Historic properties.

11.7 Environmental Requirements

The SUBRECIPIENT shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order 12898, "A Federal Action to Address Environmental Justice in Minority Populations and Low-Income Populations," and any other applicable rule or regulation of the AGENCY.

11.8 Resource Conservation and Recovery Act

The SUBRECIPIENT shall comply with all applicable requirements of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.

11.9 Comprehensive Environmental Response, Compensation, & Liability Act

The SUBRECIPIENT shall comply with all applicable requirements of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended 42 U.S.C. §§ 9601 et seq.

11.10 Contract Work Hours and Safety Standards Act

The SUBRECIPIENT shall comply with all applicable requirements, including non-construction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332.

11.11 False or Fraudulent Statements and Claims

The SUBRECIPIENT agrees to comply with the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3801 et seq. and the regulations of the AGENCY, and certifies and affirms the truthfulness and accuracy of any statement, claim, submission or certification it has made, it makes, or it may make pertaining to this AGREEMENT.
11.12 Incorporation of Provisions

The SUBRECIPIENT shall include the provisions of paragraphs 11.1 through 11.13 in every subcontract under this AGREEMENT, including procurement of materials which shall be secured in compliance with 2 C.F.R 200, AGENCY regulations, and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The SUBRECIPIENT shall take such action with respect to any subcontract or procurement under this AGREEMENT, as the COMMISSION, AGENCY or Federal Government may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a SUBRECIPIENT becomes involved in, or is threatened with, litigation with a contractor or supplier as a result of such direction, the SUBRECIPIENT may request the COMMISSION to enter into such litigation to protect the interests of the COMMISSION and, in addition, the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

In addition to the incorporation of provisions outlined in Article 11: Federal Requirements, SUBRECIPIENT shall be required to incorporate all applicable provisions outlined in Article 12: U.S. Department of Transportation Standard Title VI and Non-Discrimination Assurances.

Article 12: U.S. Department of Transportation Standard Title VI and Non-Discrimination Assurances

By executing this AGREEMENT, the SUBRECIPIENT, HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through Federal Highway Administration ("FHWA"), Federal Transit Administration ("FTA"), and Federal Aviation Administration ("FAA"), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);

- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.
General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the SUBRECIPIENT hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the SUBRECIPIENT receives Federal financial assistance from DOT, including the FHWA, FTA, and/or FAA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the SUBRECIPIENT, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the SUBRECIPIENT agrees with and gives the following Assurances with respect to its Federally assisted activities as identified in the Unified Planning Work Program of the COMMISSION:

1. The SUBRECIPIENT agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The SUBRECIPIENT will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all activities as identified in the Unified Planning Work Program of the COMMISSION and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"SUBRECIPIENT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The SUBRECIPIENT will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The SUBRECIPIENT will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a SUBRECIPIENT.

5. That where the SUBRECIPIENT receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the SUBRECIPIENT receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the SUBRECIPIENT will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the SUBRECIPIENT with other parties:
   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the SUBRECIPIENT for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the SUBRECIPIENT, or any transferee for the longer of the following periods:
   a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
   b. the period during which the SUBRECIPIENT retains ownership or possession of the property.

9. The SUBRECIPIENT will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other SUBRECIPIENTS, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The SUBRECIPIENT agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.
By signing this AGREEMENT and agreeing to the terms of this ASSURANCE, SUBRECIPIENT also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the DOT. You must keep records, reports, and submit the material for review upon request to DOT, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

SUBRECIPIENT gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the COMMISSION’s Unified Planning Work Program. This ASSURANCE is binding on the Commonwealth of Pennsylvania and the State of New Jersey, other SUBRECIPIENTs, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the various activities as identified in the Unified Planning Work Program of the COMMISSION.

12.1 APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA, FTA, and/or FAA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

2. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this
contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

3. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the SUBRECIPIENT or the FHWA, FTA, and/or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the SUBRECIPIENT or the FHWA, FTA, and/or FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

4. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the SUBRECIPIENT will impose such contract sanctions as it or the FHWA, FTA, and/or FAA may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

5. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the SUBRECIPIENT or the FHWA, FTA, and/or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the SUBRECIPIENT to enter into any litigation to protect the interests of the SUBRECIPIENT. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

12.2 **APPENDIX B**

**CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:
NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the SUBRECIPIENT will accept title to the lands and maintain the project constructed thereon in accordance with (Name of Appropriate Legislative Authority), the Regulations for the Administration of the COMMISSION's Unified Planning Work Program, and the policies and procedures prescribed by the FHWA, FTA, and/or FAA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto SUBRECIPIENT all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto SUBRECIPIENT and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on SUBRECIPIENT, its successors and assigns.

SUBRECIPIENT, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [ ] [and]* (2) that SUBRECIPIENT will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].

Page 23 of 32
12.3 APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by DVRPC pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, DVRPC will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, DVRPC will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of DVRPC and its assigns.*

("Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.")
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY
ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar
instruments/agreements entered into by DVRPC pursuant to the provisions
of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for
himself/herself, his/her heirs, personal representatives, successors
in interest, and assigns, as a part of the consideration hereof, does
hereby covenant and agree (in the case of deeds and leases add,
"as a covenant running with the land") that (1) no person on the
ground of race, color, or national origin, will be excluded from
participation in, denied the benefits of, or be otherwise subjected
to discrimination in the use of said facilities, (2) that in the construction
of any improvements on, over, or under such land, and the furnishing
of services thereon, no person on the ground of race, color, or
national origin, will be excluded from participation in, denied the
benefits of, or otherwise be subjected to discrimination, (3) that the
(grantee, licensee, lessee, permittee, etc.) will use the premises in
compliance with all other requirements imposed by or pursuant to the
Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of
breach of any of the above Non-discrimination covenants, DVRPC
will have the right to terminate the (license, permit, etc., as
appropriate) and to enter or re-enter and repossess said land and
the facilities thereon, and hold the same as if said (license, permit,
etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above
Non-discrimination covenants, DVRPC will there upon revert to and
vest in and become the absolute property of DVRPC and its assigns.

12.5 APPENDIX E

During the performance of this contract, the contractor, for itself, its
assignees, and successors in interest (hereinafter referred to as the
"contractor") agrees to comply with the following non-discrimination statutes
and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

252), (prohibits discrimination on the basis of race, color, national origin);
- The Uniform Relocation Assistance and Real Property Acquisition
Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid SUBRECIPIENTS, and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
Article 13: Interest of Members of the COMMISSION and Others

13.1 No officer, member or employee of the COMMISSION or AGENCY, and no member of its governing body, and no other public official of the governing body of the locality or any other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of the PROJECT, shall have any personal interest, direct or indirect, apart from his official duties, in this AGREEMENT or the proceeds thereof.

Article 14: Interest of the SUBRECIPIENT

14.1 The SUBRECIPIENT covenants that no member, officer or employee of the SUBRECIPIENT has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services, required to be performed under this AGREEMENT. The SUBRECIPIENT further covenants that in the performance of this AGREEMENT no person having any such interest shall be employed.

Article 15: Interest of Members of Congress

15.1 No member of or delegate to the Congress of the United States shall be admitted to any share or part of this AGREEMENT, or to any benefit therefrom.

Article 16: Audit and Inspection of Records

16.1 The SUBRECIPIENT shall keep, or cause to be kept, accurate records and books of accounts, and shall record and report with all essential details the receipt and disbursement of all funds under the terms of this AGREEMENT in accordance with generally accepted accounting principles and procedures. All costs charged against this AGREEMENT shall be supported by properly executed payroll, time records, invoices, contracts and vouchers evidencing in proper detail the nature and propriety of the charges. All accounting records shall readily provide a breakdown of costs in accordance with the line items shown on the latest approved budget. The SUBRECIPIENT shall permit and shall require its contractor to permit, the COMMISSION, the AGENCY and the Comptroller General of the United States, or any of their duly authorized representatives, access at all reasonable times, to all records and books of accounts pertaining to this AGREEMENT. The SUBRECIPIENT agrees that any payment made by the COMMISSION to the SUBRECIPIENT, and any expenditures of the SUBRECIPIENT under the terms of this AGREEMENT, are subject to audit by the COMMISSION.

16.2 The SUBRECIPIENT agrees to remit to the COMMISSION any excess payments made to the SUBRECIPIENT, any costs disallowed as a result of audit, and any amounts recovered by the SUBRECIPIENT from third parties or other sources.
16.3 The SUBRECIPIENT shall preserve all documents, records and books of account pertaining to this AGREEMENT for a period of three (3) years from the date of final payment for inspection and/or audit by any authorized representative of the COMMISSION, AGENCY and the Comptroller General of the United States, and copies thereof, if requested, shall be furnished to any of the foregoing. The COMMISSION or the AGENCY may request the SUBRECIPIENT to surrender all records at the end of the three (3) year period.

16.4 The SUBRECIPIENT shall provide the COMMISSION with an audit prepared in conformance with 2 CFR 200, Subpart F, Audit Requirements. The audit shall include the funds provided by the COMMISSION and shall be made available to the COMMISSION in a timely manner. The SUBRECIPIENT understands that the audit may be made available to the AGENCY and the Comptroller General of the United States.

16.5 Should the COMMISSION audit the SUBRECIPIENT in place of the audit performed under 15.4 above, the COMMISSION’s audit of the SUBRECIPIENT is reviewed and accepted by an independent certified public accounting firm and the cognizant Federal Audit Agency which is consistent with the COMMISSION’s single annual audit concept as approved by the Government, and the COMMISSION shall permit the authorized representatives of the independent certified public accounting firm, the AGENCY or the Comptroller General of the United States to inspect and audit all data and records of the COMMISSION relating to the SUBRECIPIENT’s performance under this AGREEMENT.

Article 17: Identification of Documents

17.1 All reports, publications and other documents, except those prepared or completed exclusively for internal use shall carry the following notation on the front cover or title page or, in case of maps, in the title block:

"The preparation of this report (map, document, etc.) was financed in part through funds made available by the Delaware Valley Regional Planning Commission from a grant by the United States (Agency’s name). The contents do not necessarily reflect the views or a policy of the Delaware Valley Regional Planning Commission, the AGENCY or the Federal Government and neither assumes liability for its contents or use".

Article 18: Publicity

18.1 Press releases and other public dissemination of information by the SUBRECIPIENT concerning the PROJECT work shall be coordinated with the COMMISSION’s Office of Communications and Engagement. Press release and public dissemination requests should be sent to public_affairs@dvrc.org. Any and all press releases shall be coordinated with the COMMISSION and AGENCY and acknowledge AGENCY grant support.
Article 19: Rights in Data, Copyrights, and Disclosure

19.1 The COMMISSION and/or AGENCY reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for government purposes of (1) any subject data developed under this AGREEMENT by the SUBRECIPIENT or any subcontract at any tier, whether or not a copyright has been obtained, and (2) any rights of copyright to which SUBRECIPIENT or contractor at any tier, purchases ownership financed under this AGREEMENT.

19.2 Definition. The term "data" as used herein includes written reports (progress, draft and final), studies, drawings or other graphic, electronic, chemical or mechanical representations, and work of any similar nature which are required to be delivered under this AGREEMENT. It does not include the SUBRECIPIENT’s financial reports, or other information incidental to contract administration.

19.3 Data submitted to and accepted by the COMMISSION under this AGREEMENT shall be the property of the COMMISSION and/or AGENCY and it shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate, including making it available to the general public. Such use shall be without any additional payment to, or approval by, the SUBRECIPIENT.

19.4 No data developed or prepared in whole or in part under this AGREEMENT shall be subject to copyright in the United States or in any other country. The SUBRECIPIENT relinquishes any and all copyrights and/or copyright rights, and/or privileges to data developed or prepared under this AGREEMENT. The SUBRECIPIENT shall not include in the data any copyrighted matter, unless the SUBRECIPIENT provides the COMMISSION with written permission of the copyright owner for the SUBRECIPIENT to use such copyrighted matter.

19.5 The SUBRECIPIENT bears responsibility for the administration of the PROJECT and therefore the SUBRECIPIENT alone is liable for any claims of copyright infringement for any copyrighted material.

19.6 It is a condition precedent to SUBRECIPIENT’s compensation that he report to the COMMISSION, within 15 days and in reasonable written detail, each notice or claim of copyright infringement based on the performance under the PROJECT or out of work, or services, performed hereunder. The SUBRECIPIENT shall furnish to the COMMISSION, when requested by the COMMISSION, all evidence and information in possession of the SUBRECIPIENT pertaining to such suit or claim.

Article 20: Confidentiality

20.1 At no time, without written COMMISSION approval, may the SUBRECIPIENT divulge or release information, reports, recommendations
or things of a like nature developed or obtained in connections with performance of this AGREEMENT that are of direct interest to the COMMISSION.

a. The COMMISSION has direct interest in the SUBRECIPIENT's material when the SUBRECIPIENT's PROJECT is to be made a part of a larger PROJECT still under the supervision of the COMMISSION.

b. When such "direct interest" exists, it will be identified in the special conditions clause found in the body of the contract.

20.2 After the AGREEMENT period, SUBRECIPIENT may divulge or release information that is of direct interest to the SUBRECIPIENT, but which has no direct interest to the COMMISSION.

Article 21: Patent Rights

21.1 Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived, or for the first time actually or constructively reduced to practice by the SUBRECIPIENT or its employees or SUBRECIPIENT, in the course of, in connection with, or under the terms of this AGREEMENT, the SUBRECIPIENT shall immediately give the COMMISSION written notice and shall promptly furnish a complete report. The COMMISSION shall promptly notify the AGENCY. Unless the AGENCY or Federal Government later makes a contrary determination in writing, the SUBRECIPIENT, or contractor at any tier, agrees it will transmit to the AGENCY those rights due in any invention resulting from that third-party contract as described in the U. S. Department of Commerce regulations A Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements 37 C.F.R. Part 401.

Article 22: Liquidated Damages

22.1 The SUBRECIPIENT agrees that the COMMISSION shall retain ten percent (10%) of the AGREEMENT amount from Federal funds made available under this AGREEMENT, to be used as a set off for reimbursing the COMMISSION for the cost to administer this AGREEMENT should performance extend beyond the period of performance set forth in the Time of Performance Section of this AGREEMENT.

22.2 The COMMISSION shall retain Ten Dollars per business day as liquidated damages for each day that performance is extended beyond the time fixed for performance in the Time of Performance set forth in this AGREEMENT. These liquid damages are to compensate the COMMISSION for delay and do not limit the COMMISSION from any other applicable recovery for damages. The total sum to be charged by the COMMISSION for the entire delay in performance shall not be in excess of the ten percent (10%) held in retainage.
22.3 The COMMISSION shall, upon acceptance of the Draft Final Report promptly pay the SUBRECIPIENT any funds due from the retainage.

22.4 The decision by the COMMISSION to impose a daily charge for delay, or to excuse said delay, shall be final. A delay in performance by the SUBRECIPIENT may be excused by the COMMISSION if, in its sole discretion, it deems the delay to be a cause or causes beyond the control of the SUBRECIPIENT.

Article 23: Invoice Forms and Payroll Records

23.1 Invoice forms used by the SUBRECIPIENT should be in compliance with Article 6 hereof are attached hereto. Invoices must be approved by SUBRECIPIENT project manager.

23.2 Payroll records submitted by the SUBRECIPIENT should agree with the total personnel cost of the invoice and be approved by the SUBRECIPIENT project manager.

Article 24: Certification of Non-collusion

24.1 The parties hereto hereby certify that neither the COMMISSION nor the SUBRECIPIENT, or their representatives have:

   a. been required nor have, either directly or indirectly, as an expressed or implied condition for obtaining this AGREEMENT, employed or retained or agreed to employ or retain, any firm or person;

   b. been required nor have, paid or agreed to pay, to any firm or person, except bona fide employees of the COMMISSION and SUBRECIPIENT, any fee, contribution, donation, or other consideration of any kind to solicit to secure this AGREEMENT;

   c. acknowledged that this certification is subject to applicable laws of the Commonwealth of Pennsylvania and/or State of New Jersey, and the United States of America, both criminal and civil.

Article 25: Restrictions on Lobbying

24.2 The SUBRECIPIENT hereby certifies that:

   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or
modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit US Government Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Article 26: Entire Agreement

26.1 The AGREEMENT Proper, the Scope of Services and these Standard Articles of Agreement and any other exhibit attached hereto constitute the entire understanding between the two parties hereto.

a. No amendment or modification changing its scope or terms have any force or effect unless they meet the criteria set forth in Article 5, hereof.

b. Any item that is to be deleted or modified from these the Standard Articles of Agreement shall be set forth in section: "Special Conditions" of the Agreement Proper.
Exhibit B

Scope of Services, Fiscal Year 2023 Unified Planning Work Program Description entitled “Region-wide Transportation Geographic Information Systems for Gloucester County”
Task 1: Coordination

Communication between participating agencies continues to be the key to the success of this project. Coordination between agencies and related programs is necessary to resolve technical and policy issues and make effective use of available funding.

a) Attend all project-related meetings as necessary.
b) Provide input as it relates to project direction and focus.
c) Participate in development of all project documentation.
d) Contact the DVRPC Project Manager for any questions regarding validity of expenses.
e) Submit SEMI-ANNUAL progress report along with updated object budget and receipts.

Task 2: Upgrading Capabilities

It is vital that all participating agencies maintain a level of technical sophistication that allows for advances in methodologies and potential solutions to be achieved across the region. The acquisition and maintenance of hardware and software, the attendance of related conferences, seminars, and training may be eligible under the project budget. Project funding may also be used to hire and/or maintain staff or consultants that are working on tasks related to this project.

a) Acquire hardware and software as approved for use in the project.
b) Pay for annual maintenance for hardware and software support and upgrades.
c) Augment staff that perform tasks related to the project.
d) Develop staff capabilities through attendance of conferences, seminars, and training.

Task 3: Data Development and Sharing

The goal of this project continues to be to facilitate the use of transportation data provided by State and participating agencies. The development, maintenance, and sharing of transportation-related data are necessary steps towards achieving our goal.

a) Contribute existing transportation-related data as necessary.
b) Identify and develop new transportation-related data as required by the project.
c) Insure that all contributing data meets project standards and is made available to participants in a format compatible with Esri’s ArcGIS Online and Open Data platform.
d) Perform periodic updates as requested.
e) Share methodologies related to effective and innovative use of transportation data to project participants as requested.
Exhibit C

Budget Proposal
# FY 23 BUDGET PROPOSAL

**ENTITY NAME:** Gloucester County  
**PROJECT NUMBER:** 23-53-312 (GIS)  
**SUBMITTED BY:** Jackie Huston, Assistant Program Analyst  
**DATE SUBMITTED:** 5/31/22

## DETAIL DESCRIPTION OF COST ELEMENTS

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<tr>
<td><strong>1. DIRECT LABOR:</strong> Specify employee name and title</td>
<td># Hours</td>
<td>Hourly Rate</td>
<td>Estimated Cost (FOR ALL TASKS)</td>
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<td>Jackie Huston, Assistant Program Analyst</td>
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## 2. FRINGE & OVERHEAD:

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**TOTAL DIRECT LABOR, FRINGE & OVERHEAD:**  
$4,054.98

## 3. NONLABOR EXPENSES:

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<td>Licenses/Subscriptions (ESRI)</td>
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<td>Training</td>
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**SUB-TOTAL:**  
$29,945.02

## GRAND TOTAL:

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<td><strong>FY 23 UPWP BUDGET TOTAL</strong></td>
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<tr>
<td><strong>LESS: MATCH AMOUNT</strong></td>
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**NET PAYABLE:**  
$34,000.00
RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT NO. 23-61-030 WITH THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR A GRANT IN THE AMOUNT OF $39,100.00 FOR THE FISCAL YEAR 2023 SUPPORTIVE REGIONAL HIGHWAY PLANNING PROGRAM

WHEREAS, the Delaware Valley Regional Planning Commission (hereinafter the "DVRPC") has received funds from the United States Department of Transportation, Federal Transit Administration, for the Fiscal Year 2023 Supportive Regional Highway Planning Program (hereinafter the "Highway Planning Program"); and

WHEREAS, the DVRPC has made grants to the County of Gloucester (hereinafter the "County") in past years from the Highway Planning Program to support the County's Planning Division's highway and transportation planning services; and

WHEREAS, the DVRPC has agreed to make a grant available to the County from the Highway Planning Program in consideration of the County Planning Division's performing certain in-kind services related to the said program, in accord with the terms and conditions of Agreement No. 23-61-030 (hereinafter the "Agreement"); and

WHEREAS, the Agreement provides for funding from the DVRPC to the County in the sum of $39,100.00 for implementation of the Highway Planning Program; and

WHEREAS, the County’s Planning Division has the expertise to provide the services as required in the aforesaid Agreement; and

WHEREAS, the Board of County Commissioners of the County of Gloucester desire to continue to participate in the Supportive Regional Highway Planning Program.

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 Agreement No. 23-61-030 with the Delaware Valley Regional Planning Commission, in the total amount of $39,100.00 for the Fiscal Year 2021 Supportive Regional Highway Planning Program.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, July 20, 2022 at Woodbury, New Jersey.

ATTEST:  COUNTY OF GLOUCESTER

Laurie J. Burns, CLERK OF THE BOARD

Frank J. Dimarco, DIRECTOR
GRANT REQUEST FORM

DATE: 7/1/22

1. TYPE OF GRANT
   ___ NEW GRANT   X RENEWAL

2. GRANT TITLE: Supportive Regional Highway Planning Program

3. GRANT TERM: FROM: July 1, 2022 TO: June 30, 2023

4. DATE APPLICATION DUE TO GRANTOR: N/A

5. CFDA NUMBER: 20.205

6. STATE GRANT NUMBER: Project Number: 23-61-030

7. COUNTY DEPARTMENT: Public Works – Planning Division

8. DEPT. CONTRACT PERSON & PHONE NO. Jackie Huston (856)307-6650

9. NAME OF FUNDING AGENCY: Delaware Valley Regional Planning Commission

10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): This Supportive Regional Highway Planning Program grant has been received by the County for well over 25 years and contributes to the Planning Division’s highway and transportation planning services. The County will receive $39,100.00. This grant also enable the Planning Division staff to contribute to the DVRPC’s development of the Long Range Plan as it relates to the County and its municipalities, as well as the implementation of the multi-million dollar Transportation Improvement Program (TIP) projects throughout the County.

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

12. INDIRECT COST (IC) RATE ___ %

13. IC CHARGED TO GRANT: $ ____________

14. FINANCIAL:

   REQUESTED     MANDATED

   GRANT FUNDS   $ 39,100.00

   CASH MATCH    $ 0

   IN-KIND MATCH $ 0          (Attach Documentation)

   TOTAL PROGRAM BUDGET $ 39,100.00
15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): $24,359.01

TOTAL OTHER EXPENSES (b): $115.84

TOTAL FRINGE (c): $14,625.15

TOTAL PROGRAM COST (d): $39,100.00

TOTAL GRANT FUNDING (e): $39,100.00

TOTAL COUNTY FUNDING (f): $0

DEPT. HEAD: ___________________________ Signature

Vincent M. Voltaggio

DATE: ___________________________

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

☐ GRANT REQUEST FORM
☐ 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.
2023 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS
SUPPORTIVE REGIONAL HIGHWAY PLANNING PROGRAM BUDGET

101 SALARIES & WAGES
Covers department salaries to fulfill tasks outlined in
the scope of services of the Supportive Regional Highway
Planning Program contract/agreement.

AMOUNT: $24,359.01

994 FRINGE BENEFITS

AMOUNT: $14,625.15

921 MEETINGS, MEMBERSHIPS AND DUES
To cover staff costs associated with meetings necessary
to attend related to the Supportive Regional Highway
Planning Program. Meetings include monthly Regional
Transportation Committee Meetings and DVRPC Board
Meetings, as well as NJ DOT local aid and various
meetings related to county transportation projects.

AMOUNT: $ 115.84

TOTAL: $39,100.00

FORM C-2
SUBMISSION DATE: July 1, 2022
REVISION DATE: 

DEPARTMENT: Public Works/Planning
Amount: $39,100

BY AND BETWEEN

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

AND

GLOUCESTER COUNTY, NEW JERSEY


AND

Gloucester County, New Jersey, having its principal office at Gloucester County Administration Building, 1200 N. Delsea Drive, Clayton, New Jersey 08312, hereinafter referred to as the SUBRECIPIENT.

WITNESSETH:

WHEREAS, the COMMISSION has entered into agreements with the New Jersey Department of Transportation, hereinafter referred to as the AGENCY, whereby the COMMISSION is to perform certain obligations under its agreements in the accomplishment of grants from the AGENCY.

WHEREAS, the SUBRECIPIENT will perform certain services through this AGREEMENT in connection with Project No. 23-61-030, "Gloucester County Supportive Regional Highway
Planning Program" as part of the COMMISSION's Fiscal Year 2023 Unified Planning Work Program, which is effective July 1, 2022, hereinafter referred to as the PROJECT; and

WHEREAS, the PROJECT will be coordinated by the COMMISSION's Executive Director, or designee, with other elements of the COMMISSION's overall program of regional planning, to avoid duplication of effort and to ensure that all activities in the program are compatible and interrelated; and

WHEREAS, consistent with the COMMISSION's responsibilities to the AGENCY, as its agent and coordinator for the PROJECT, the SUBRECIPIENT shall be responsible for the technical direction, management and conduct of the PROJECT, provide oversight of the PROJECT and be administratively responsible to the COMMISSION.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter expressed, and intending to be legally bound hereby, the parties hereto agree as follows:

Section 1: General Conditions

1.1 The COMMISSION hereby agrees to engage the SUBRECIPIENT and the SUBRECIPIENT agrees to perform such services as are specified in: (1) this AGREEMENT; (2) Exhibit A, the Standard Articles of Agreement for Subrecipients; (3) Exhibit B, Scope of Services, Fiscal Year 2023 Unified Planning Work Program description entitled, "Gloucester County Supportive Regional Highway Planning Program"; and (4) Exhibit C, Budget Proposal. Exhibit A, Exhibit B, and Exhibit C are attached hereto and are incorporated by reference.

1.2 During the term of this AGREEMENT, all requests to modify, change, or make an addition to the AGREEMENT shall be made in writing to the COMMISSION in accordance with Article 5: Changes and Amendments of the Standard Articles for Subrecipients.

1.3 All modifications, changes, and/or additions to this AGREEMENT shall be effectuated in accordance with Article 5: Changes and Amendments of the Standard Articles for Subrecipients and shall not be binding unless approved in writing by the COMMISSION.
Section 2: PROJECT Funding

2.1 The total PROJECT budget shall be Thirty-Nine Thousand One Hundred Dollars ($39,100) with approved funding as follows:

Funds Provided by AGENCY: $39,100
SUBRECIPIENT Local Match: $0
**Total Amount**: $39,100

<table>
<thead>
<tr>
<th>Agency</th>
<th>Source of Funds</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Jersey Department of Transportation</td>
<td>Federal Highway Administration</td>
<td>July 1, 2022</td>
<td>$39,100</td>
</tr>
</tbody>
</table>

**Total Amount**: $39,100

Section 3: Contract Amount and Payment Terms

3.1 The amount payable by the COMMISSION to the SUBRECIPIENT shall not exceed Thirty-Nine Thousand One Hundred Dollars ($39,100). Payment to the SUBRECIPIENT for work performed shall be on a cost-reimbursable basis with payments based on the submission of invoices and progress reports documenting the work completed during the period reported.

3.2 SUBRECIPIENT’s spending will be in accordance with the attached budget proposal, Exhibit C.

A. If SUBRECIPIENT intends to utilize any external consultant(s) to perform work in furtherance of the PROJECT, SUBRECIPIENT shall provide an anticipated cost for each external consultant in the Budget Proposal. Upon selection of any external consultant(s), SUBRECIPIENT shall notify the COMMISSION in writing indicating the selected external consultant(s) and provide a modified Budget Proposal including a separate budget proposal for the consultant(s). Upon review, the COMMISSION will provide written notification informing that the modified Budget Proposal has been approved and will be incorporated to this AGREEMENT as outlined in accordance with Article 5: Changes and Amendments of the Standard Articles for Subrecipients.

3.3 The SUBRECIPIENT understands and agrees that reimbursement of costs will be after receipt of AGENCY funds by the COMMISSION.
3.4 As outlined in Article 6.1 in the Standard Articles of Agreement for Subrecipients, Exhibit A, SUBRECIPIENT shall send invoices to the attention of the Accounting Department. Invoices can be submitted by email to invoices@dvrpc.org.

A. All invoices must consist of:
   1. Assigned cover page with the total reimbursement request amount;
   2. Breakdown of costs as per the contract pricing proposal format with staff names, number of hours worked, payroll rate; overhead, direct expenses, subconsultant costs and fees;
   3. Receipts for Direct Expenses;
   4. Copies of all subconsultant invoices; and
   5. Progress Report for the Reporting Period.

Section 4: Administration of AGREEMENT

4.1 The Executive Director of the COMMISSION, or his/her designee shall be the authorized agent to act on behalf of the COMMISSION in the administration of this AGREEMENT, and shall give notices, issue change orders, and otherwise represent the COMMISSION in the negotiation of matters arising out of this AGREEMENT.

4.2 The Principal of the SUBRECIPIENT, or his/her designee, shall be the authorized agent to act on behalf of the SUBRECIPIENT in the administration of this AGREEMENT and in the negotiation of matters arising out of this AGREEMENT.

Section 5: Time of Performance

5.1 As the PROJECT start date is July 1, 2022, the effective date of the COMMISSION’s Fiscal Year 2023 Unified Planning Work Program, SUBRECIPIENT may commence work as of that date. The SUBRECIPIENT shall complete work on the PROJECT no later than June 30, 2023.

Section 6: Coordination and Cooperation

6.1 The SUBRECIPIENT agrees to provide the COMMISSION with sufficient copies of all materials and documents, in a timely manner, which are necessary for the COMMISSION to meet its obligations to the AGENCY.

6.2 The SUBRECIPIENT understands that the services to be provided by the SUBRECIPIENT inform the COMMISSION’s overall planning program and must be provided in accordance with the COMMISSION’s schedule.
Section 7: Title VI Policy & Self-Certification

7.1 The COMMISSION has adopted the following policy statement as part of its Title VI Compliance Plan:

The Delaware Valley Regional Planning Commission (DVRPC) assures that no person shall on the grounds of race, color, or national origin, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any agency-sponsored program or activity. Nor shall sex, age, or disability stand in the way of fair treatment of all individuals.

The COMMISSION further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

In the event that the COMMISSION distributes federal aid funds to another entity, THE COMMISSION will include Title VI language in all written agreements and will monitor for compliance. Title VI compliance is a condition of the receipt of federal funds. The COMMISSION’s Executive Director and Title VI Compliance Manager are authorized to ensure compliance with provisions of this policy and with the law, including the requirements of Title 23 Code of Federal Regulations (CFR) 200 and Title 49 CFR 21.

The COMMISSION acknowledges its responsibility for initiating and monitoring Title VI activities, preparing required reports and other responsibilities as required by Title 23 Code of Federal Regulations (CFR) 200 and by Title 49 CFR Part 21.

The COMMISSION requires verification of the compliance of SUBRECIPIENT with Title VI provisions of the Civil Rights Act of 1964, per state and federal guidance for all new contracts entered into by the COMMISSION. The COMMISSION reserves the right to conduct subsequent Title VI compliance reviews on any SUBRECIPIENT during a contract.

7.2 As part of its verification of compliance with Title VI, the COMMISSION requires the following Self-Certification. All duly authorized representatives of the SUBRECIPIENT must certify that:

A. The SUBRECIPIENT understands that compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Civil Rights Restoration Act of 1987, and other nondiscrimination statutes is a requirement for receiving federal funds.
B. During the performance of this contract, the SUBRECIPIENT, for itself, its assignees, and successors in interest, agree as follows:

1. Compliance with Regulations

The SUBRECIPIENT shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The SUBRECIPIENT, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SUBRECIPIENT shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Procurement of Materials & Equipment

In all solicitations either by competitive bidding or negotiations made by the SUBRECIPIENT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SUBRECIPIENT of the SUBRECIPIENT obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports

The SUBRECIPIENT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by appropriate federal or state agency to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a SUBRECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the SUBRECIPIENT shall so certify to appropriate federal or
state agency as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**

In the event of the SUBRECIPIENT noncompliance with the nondiscrimination provisions of this contract, DVRPC shall impose such contract sanctions as it or the appropriate federal or state agency may determine to be appropriate, including, but not limited to, withholding of payments to the SUBRECIPIENT under the contract until the SUBRECIPIENT complies; and/or cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions**

The SUBRECIPIENT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The SUBRECIPIENT shall take such action with respect to any subcontractor or procurement as may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a SUBRECIPIENT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the SUBRECIPIENT may request DVRPC enter into such litigation to protect the interests of the state and, in addition, the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

C. The SUBRECIPIENT will ensure that, as per paragraph 6 above, paragraphs 1-5 will be included in all subcontracts.

**Section 8: Special Conditions:**

8.1 By executing this AGREEMENT, the SUBRECIPIENT hereby specifically agrees to Article 12: U.S. Department of Transportation Standard Title VI and Non-Discrimination Assurances of Exhibit A, the Standard Articles of Agreement for Subrecipients.

8.2 Electronic, digital, or pdf signatures delivered by email shall constitute a legal and binding signature to this AGREEMENT.
IN WITNESS WHEREOF, the COMMISSION and the SUBRECIPIENT have executed this AGREEMENT as of the date above first written, intending to be legally bound hereby.

ATTEST: DELAWARE VALLEY REGIONAL PLANNING COMMISSION

(SEAL) By: Barry Seymour, Executive Director

Date: __________________________ 

ATTEST/WITNESS: GLOUCESTER COUNTY, NEW JERSEY

Laurie Burns
Clerk of the Board
(SEAL) By: Frank J. DiMarco, Director

Date: __________________________ 

Federal Information:
Type of Grant: Department of Transportation (FHWA)
Program: Highway Planning and Construction
CFOA Number: 20.205 (FHWA)
Federal Funds: $381,100 

Page 8 of 8
Exhibit A

Standard Articles of Agreement for Subrecipients
Standard Articles of Agreement for SUBRECIPIENT

Revision Date: June 2022
Article 1: Responsibilities and Services of the SUBRECIPIENT

1.1 Consistent with the COMMISSION's responsibilities to the AGENCY, as its agent and coordinator for the PROJECT, the SUBRECIPIENT shall be responsible for the technical direction, management and conduct of the PROJECT.

1.2 The COMMISSION hereby agrees to engage the SUBRECIPIENT and the SUBRECIPIENT shall perform in a satisfactory and proper manner, as determined by the COMMISSION, such services as are specified by the AGREEMENT and Exhibit "B", Scope of Services, hereinafter referred to as the PROJECT, which is attached hereto and made a part hereof.

1.3 The SUBRECIPIENT hereby agrees to administer the AGREEMENT in compliance with all applicable law and in accordance with all requirements and regulations of the AGENCY and COMMISSION. The SUBRECIPIENT understands that requirements and regulations may change, however, the most recent of any AGENCY requirements or regulations will govern the administration of this AGREEMENT at any particular time.

1.4 The SUBRECIPIENT bears primary responsibility for the administration and success of the PROJECT. Although the SUBRECIPIENT is encouraged to seek the advice and opinions of the COMMISSION and the AGENCY on problems that may arise, the giving of such advice shall not shift the responsibility for final decisions to the COMMISSION and/or the AGENCY.

1.5 The SUBRECIPIENT hereby agrees to furnish its services in accordance with this AGREEMENT and all applicable professional standards. All of the services specified by this AGREEMENT shall be performed by the SUBRECIPIENT and its employees or contractor under the supervision of a qualified Project Manager as shall be designated by the SUBRECIPIENT and approved by the COMMISSION.

The SUBRECIPIENT agrees that the COMMISSION shall not be subject to any obligations, liabilities to any contractor or any other person not party to this AGREEMENT.

1.6 The personnel required to perform the services specified by this AGREEMENT shall be procured by the SUBRECIPIENT. All procurement expenses shall be borne by the SUBRECIPIENT. All personnel engaged in performing the services specified by this AGREEMENT shall be fully qualified and authorized or permitted under Federal, State and local law to perform such services. Such personnel shall not be employees of, or have any contractual relationship with the COMMISSION. For any major changes in personnel including changes of personnel who are named in any grant application, the SUBRECIPIENT will submit their request in writing prior to any planned personnel changes.

Page 3 of 32
1.7 The SUBRECIPIENT is required to be in compliance with the COMMISSION'S SUBRECIPIENT Monitoring Policy for risk assessment of grants to determine appropriate monitoring activities and frequency of progress report submission. The SUBRECIPIENT must complete and certify the pre-award risk assessment form, See Attachment 1. SUBRECIPIENT shall also submit summary progress reports, in accordance with the risk level assessment which will be communicated by the COMMISSION. The SUBRECIPIENT must submit progress reports, invoices, and supporting documents to the COMMISSION no later than thirty (30) days after the close of the preceding quarter unless otherwise directed. These reports shall be in narrative form, divided by tasks as specified in the Scope of Services. These reports shall include the percentage of progress for each project for the specified time period and be up-to-date. When applicable, these reports shall indicate when established goals are not met, or when a delay has occurred or is anticipated. If there are difficulties encountered, the report must include a narrative description and the SUBRECIPIENT's proposed solution(s) to the issue(s).

1.8 Prior to the preparation and completion of final reports, maps, and other documents specified by this AGREEMENT, the SUBRECIPIENT shall provide the specified number of copies of such reports, maps and other documents in draft form to the COMMISSION for discussion, review, and approval.

The SUBRECIPIENT shall solicit and submit with the draft reports, maps, or other documents, comments from policy, technical and citizen advisory committees; local and regional planning agencies; transit operators and political jurisdictions affected by the PROJECT's recommendations. These comments should be focused on the nature and objectives of the PROJECT, report findings and final recommendations and be in a form reasonably acceptable to the COMMISSION.

1.9 The SUBRECIPIENT hereby agrees to provide adequate insurance coverage for its employees working on the PROJECT, accept full responsibility for the deduction and payment of all unemployment insurance, social security, State and Federal taxes, and any other taxes or payroll deductions required by law for its employees.

1.10 The SUBRECIPIENT shall indemnify, save, and hold the COMMISSION and the AGENCY, their officers, employees and agents acting within their official duties, harmless from any and all claims, demands and actions based upon or arising out of any services performed by the SUBRECIPIENT's officers, employees or agents under this AGREEMENT, and shall defend any and all actions brought against the COMMISSION or AGENCY based upon any such claims or demands unless COMMISSION and/or AGENCY elect otherwise. The sole legal recourse for SUBRECIPIENT lies with COMMISSION as outlined in Article 9: Disputes.
and there shall be no claims, demands, or any recourse with the AGENCY or any federal agency.

1.11 None of the services specified by this AGREEMENT shall be subcontracted by the SUBRECIPIENT without prior approval of the COMMISSION.

1.12 All subcontracts entered into by the SUBRECIPIENT shall contain or otherwise reference and incorporate all of the provisions of these Standard Articles of Agreement.

1.13 The SUBRECIPIENT shall maintain a written code or standard of conduct that governs the performance of its officers, employees, board members, or agents engaged in the award and administration of third-party contracts or subcontracts supported by Federal assistance. The code of standard shall prohibit officers, employees, board members, or agents participating in the selection, award or administration of a third party contract or subagreement supported by Federal assistance if a real or apparent conflict of interest would be involved.

Article 2: Assignability

2.1 The SUBRECIPIENT shall not assign any interest in this AGREEMENT, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the COMMISSION.

Article 3: Oversight

3.1 In order for the COMMISSION to meet its obligations to the AGENCY, COMMISSION will have general oversight over the content and technical quality of the services performed as specified by this AGREEMENT.

Article 4: Responsibilities of the COMMISSION

The COMMISSION, as Grant recipient and coordinator for the PROJECT shall:

4.1 Coordinate the PROJECT with all other projects in its Program on a continuing basis to avoid duplication of effort and to ensure that all activities in its Program are compatible and interrelated.

4.2 Provide basic technical assistance to the SUBRECIPIENT required during the development of the PROJECT.

4.3 Provide data existing in the COMMISSION's data file to the SUBRECIPIENT. The cost for this data shall be only that of reproduction or processing. The SUBRECIPIENT shall return to the COMMISSION such information, data, reports, and records as the COMMISSION shall request, and the SUBRECIPIENT shall treat as confidential any materials which may be stipulated by the COMMISSION.
4.4 Prepare periodic progress reports as required by the AGENCY, incorporating the project progress reports prepared by the SUBRECIPIENT.

4.5 Conduct a review of the administration of the PROJECT, as appropriate, to determine whether the SUBRECIPIENT has efficiently complied with policies, procedures and regulations of the AGENCY and the obligations of this AGREEMENT.

4.6 Ensure that all procedures and records will be maintained in conformance with Federal and State Audit Standards and Regulations.

Article 5: Changes and Amendments

5.1 Administrative changes, such as a change in the designation of the representative of the COMMISSION, or of the office to which a report is to be transmitted, constitute changes to this AGREEMENT and do not affect the substantive rights of the COMMISSION or the SUBRECIPIENT. Such changes may be issued unilaterally by the COMMISSION and do not require the concurrence of the SUBRECIPIENT. Such changes will be in writing and will generally be effected by a letter from the COMMISSION to the SUBRECIPIENT.

5.2 No modifications, changes, corrections, and/or additions to this AGREEMENT shall be binding unless approved in writing by an authorized representative of the COMMISSION.

The COMMISSION may issue Authorization letters or written approval for the following instances:

(i) When the SUBRECIPIENT’s request for a budget reallocation of greater than 5% of the total PROJECT costs is approved.

(ii) When the SUBRECIPIENT’s request for a budget increase that does not exceed 5% of the total PROJECT costs.

(iii) When the SUBRECIPIENT’s request for an extension of the completion date as outlined in Section 5: Time of Performance of the AGREEMENT is approved.

(iv) When the SUBRECIPIENT’s request for modifications, changes and/or clarifications to the Scope of Services which do not substantively alter the PROJECT and/or services to be performed is approved.

5.3 Any major PROJECT changes which substantially alter the rights of either party, the cost of the PROJECT, or any major phase thereof, which substantially alter the objective or scope of the PROJECT, or which substantially reduce the time or effort devoted to the PROJECT on the part of the SUBRECIPIENT will require a formal AGREEMENT amendment to
increase or decrease the dollar amount, the term, or other principal provisions of this AGREEMENT.

5.4 No formal amendment may be entered into unless the COMMISSION has received timely notification of the proposed PROJECT change(s). However, if the COMMISSION determines that circumstances justify such action, they may receive and act upon any request for formal amendment submitted prior to final payment under this AGREEMENT. Formal amendments may be executed subsequently only with respect to matters which are the subject of final audit or dispute appeals.

5.5 Copies of either or both amendments to the AGREEMENT and letters authorizing changes will be attached to the original of this AGREEMENT and to each copy. Such letters and amendments will then become a part thereof.

5.6 The COMMISSION shall prepare all formal amendments. Formal amendments shall be identified by consecutive letters after the AGREEMENT number.

5.7 All requests along with supporting documentation for any modifications, changes, corrections, and/or additions to this AGREEMENT shall be in writing at least 45 days in advance of when the request should take effect and sent to the COMMISSION’s authorized agent:

   Jason Crouch  
   Procurement Manager  
   Delaware Valley Regional Planning Commission  
   180 N. Independence Mall West, 8th Floor  
   Philadelphia, PA 19106-1520  
   jcrouch@dvrpc.org

5.8 Written approvals may be in the form of an email, letter amendment or a formal supplement agreement which will require formal execution and will be made part of the AGREEMENT.

Article 6: Compensation and Method of Payment

6.1 SUBRECIPIENT shall send invoices to the attention of the Accounting Department. Invoices can be submitted by email to invoices@dvrpc.org. Each invoice shall consist of:

   a. A signed cover page with the total reimbursement request amount;
   b. Breakdown of costs as per the contract pricing proposal format;  
      Please include staff names, number of hours worked, payroll rate;  
      overhead, direct expenses, subconsultant costs and fees;
   c. Receipts for Direct Expenses;
   d. Copies of all subconsultant invoices; and
   e. Progress Report for the Reporting Period.
6.2 Allocability of PROJECT costs shall be in accordance with the following:

a. The costs must be reasonable within the scope of the PROJECT.
b. The cost is allocable to the extent of benefit properly attributable to the PROJECT.
c. Such costs must be in accordance with generally accepted accounting principles (GAAP) and 2 C.F.R. 200.
d. The cost must not be allowable to or included as cost of any other federally assisted program in any accounting period (either current or prior).
e. Such costs must be net costs to the SUBRECIPIENT (i.e., the price paid minus any refunds, rebates or discounts).
f. The SUBRECIPIENT may not delegate or transfer his responsibility for the use of the funds set forth in this AGREEMENT.
g. Overhead and fringe rates are final based on invoiced bills.

Costs must conform to all applicable law including Federal Regulations. Specifically, Costs must adhere to 2 C.F.R. 200 titled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. For-private organizations, Federal Acquisition Regulation, 48 CFR Chapter I, Subpart 31.2, “Contracts with Commercial Organizations” may apply.

6.3 The SUBRECIPIENT shall be paid for progress and final invoices after the COMMISSION has received the appropriate payment from the AGENCY.

6.4 Compensation and method of payment are subject to all special conditions set forth in the Special Conditions Section of this AGREEMENT.

Article 7: Termination of Agreement for Cause and/or Convenience

7.1 If, through any cause, the SUBRECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this AGREEMENT, or if the SUBRECIPIENT shall violate any of the covenants, agreements or stipulations of this AGREEMENT, the COMMISSION shall thereupon have the right to terminate this AGREEMENT.

7.2 The COMMISSION shall have the right to terminate this AGREEMENT for convenience whenever the COMMISSION shall determine that such termination is in the best interests of the COMMISSION.

7.3 This AGREEMENT shall be terminated immediately if for any reason the AGENCY terminates, or in any other manner eliminates funds made available to the SUBRECIPIENT by this AGREEMENT.

7.4 The COMMISSION shall confirm such termination in writing. The effective date of the termination shall be the date of notification. Upon notification of
termination, the SUBRECIPIENT must stop incurring costs and cease performance immediately.

7.5 Upon termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in graphic or electronic format, prepared by the SUBRECIPIENT or their consultants shall, at the option of the COMMISSION, become the property of the COMMISSION. The SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7.6 Notwithstanding any provision to the contrary the above, the SUBRECIPIENT shall not be relieved of liability to the COMMISSION for damages sustained by the COMMISSION by virtue of any breach of this AGREEMENT by the SUBRECIPIENT, and the COMMISSION may withhold any payments to the SUBRECIPIENT for the purpose of set-off until such time as the exact amount of damages due to the COMMISSION from the SUBRECIPIENT for breach of this AGREEMENT is determined.

7.7 Prior to termination for cause, the SUBRECIPIENT shall be provided official notice in writing and an opportunity to cure. SUBRECIPIENT shall respond within five (5) days of the date of the official notice and must include a detailed plan of action to cure the cause and/or default of any term of this AGREEMENT. SUBRECIPIENT will have ten (10) days from the date of the official notice to implement plan of corrective action.

7.8 The Parties may enter into an Agreement to terminate the PROJECT at any time pursuant to the terms which are consistent with these Articles of Agreement. The Agreement shall establish the effective date of termination of the PROJECT, the basis for settlement of the PROJECT termination costs, and the amount and date of payments of any sums due either party. The COMMISSION shall prepare the termination document.

7.9 The SUBRECIPIENT may not unilaterally terminate the PROJECT work set forth in this AGREEMENT. If, during the development of the PROJECT, conditions should change that would warrant complete or partial termination, the SUBRECIPIENT shall give written notice to the COMMISSION of a request for termination and direct the correspondence to:

Executive Director
Delaware Valley Regional Planning Commission
190 N. Independence Mall West, 8th Floor
Philadelphia, PA 19106-1520

If the COMMISSION determines that there is a good cause for the termination of all or any portion of the PROJECT set forth in this AGREEMENT, the COMMISSION may enter into a termination agreement

Page 9 of 32
or unilaterally terminate the PROJECT pursuant to Article 7.4, effective with the date of cessation of this PROJECT. If the COMMISSION determines that the SUBRECIPIENT has ceased work on the PROJECT without good cause, the COMMISSION may unilaterally terminate the PROJECT pursuant to Article 7.4 of this AGREEMENT, or annul the AGREEMENT pursuant to this Article.

7.10 Upon termination, the SUBRECIPIENT must refund or credit to the COMMISSION that portion of any funds paid or owed the SUBRECIPIENT and allocable to the terminated PROJECT work, except such portion thereof as may be required to meet commitments which had become firm prior to the effective date of termination and are otherwise allowable. The SUBRECIPIENT shall not make any new commitments without COMMISSION approval. The SUBRECIPIENT shall reduce the amount of outstanding commitments insofar as possible and report to the COMMISSION the uncommitted balance of funds set forth in this AGREEMENT. The allocability of termination costs will be determined in conformance with applicable Federal cost principles.

Article 8: Suspension of Agreement - Stop Work Orders

8.1 Work on this PROJECT, or on a portion or phase of this PROJECT, can be ordered suspended or stopped by the COMMISSION

8.2 Work stoppages may be required at the discretion of COMMISSION, such as, but not limited to, default by the SUBRECIPIENT, failure to comply with the terms and conditions of this AGREEMENT, realignment of programs, and lack of adequate funding or advancements in the state-of-the-art.

a. Generally, use of a stop-work order will be limited to those situations where it is advisable to suspend work on the PROJECT or portion or phase of the PROJECT for important program or AGENCY considerations and a supplemental agreement providing for such suspension is not feasible.

b. Although a stop-work order may be used pending a decision to terminate by mutual agreement, or for other cause, it will not be used in lieu of the issuance of a termination notice after a decision to terminate has been made.

8.3 Prior to issuance, stop-work orders shall be discussed with the SUBRECIPIENT and will be modified if appropriate in the sole discretion of the COMMISSION. Any modifications are at the discretion of the COMMISSION. Stop-work orders will include (a) a clear description of the work to be suspended; (b) instructions as to the issuance of further orders to the SUBRECIPIENT for services; (c) an order to cease performance and stop incurring all further expenditures; and (d) other suggestions to the SUBRECIPIENT for minimizing costs.
8.4 Upon receipt of a stop-work order, the SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. Within the suspension period, or within any extension of that period to which the Parties shall have agreed, the COMMISSION shall, in writing, either:

a. cancel the stop-work order, in full or in part;
b. eliminate the work covered by such order; or
c. authorize resumption of work.

8.5 If a stop-work order is canceled or the period of the work, or any extension thereof expires, or upon authorization to resume the work, the SUBRECIPIENT shall promptly resume the previously suspended work. An equitable adjustment shall be made in the scheduled time frame, or in the Agreement amount, or both of these, and the AGREEMENT shall be amended accordingly, provided the SUBRECIPIENT asserts a written claim for such adjustment(s) within sixty (60) days after the end of the period of work stoppage when any of the following occur:

a. the stop-work order results in an increase in the SUBRECIPIENT's cost properly allocable to the performance of any part of the PROJECT; and/or
b. a stop-work order is not canceled and the PROJECT WORK covered by such order is within the scope of a subsequently issued termination order. Reasonable costs resulting from the stop-work order shall then be allowed in arriving at the termination settlement.

8.6 However, if the COMMISSION determines the circumstances do not justify an adjustment, it may receive and act upon any such claim asserted in accordance with Articles 9 and 10 of this AGREEMENT.

8.7 Costs shall not be allowable if incurred by the SUBRECIPIENT after a stop-work order is delivered, or within any extension of the stop-work period, with respect to the PROJECT work suspended by such order and which is not authorized by this Article or specifically authorized in writing by the COMMISSION.

8.8 Failure to agree upon the amount of an equitable adjustment due under a stop-work order shall constitute a dispute under this AGREEMENT.

Article 9: Disputes

9.1 Except as otherwise provided by law, or this AGREEMENT, any dispute arising under this AGREEMENT shall be decided by the COMMISSION who shall reduce its decision to writing and mail, or otherwise furnish a copy thereof to the SUBRECIPIENT.
9.2 A decision of the COMMISSION made pursuant to this Article shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the SUBRECIPIENT mails (certified mail, return receipt requested) or otherwise delivers to the COMMISSION a request for arbitration as set forth in Article 10 hereof.

Article 10: Arbitration

10.1 Any dispute between the parties to this AGREEMENT, which cannot be resolved by good faith negotiation between them, shall be submitted to the American Arbitration Association, whose decision shall be final and binding upon the parties and enforceable in any competent court having jurisdiction of the matter.

10.2 Arbitration proceedings may be initiated at the election of either party by giving ten (10) days written notice to the other, and to the Association, of his demand, and such proceedings shall be conducted according to the prevailing rules of the Association.

10.3 The costs for arbitration proceedings shall be borne by the parties, established by the American Arbitration Association. Arbitration costs may or may not be reimbursable; the AGENCY will consider each on an individual basis.

Article 11: Federal Requirements

11.1 Civil Rights Requirements

a. Prohibitions Against Discrimination

The SUBRECIPIENT agrees to comply with, and assure compliance of all SUBRECIPIENT's with all requirements of 49 U.S.C. § 5332, which prohibits discrimination on the basis on the race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

The SUBRECIPIENT agrees to comply with, and assure compliance by third party Subrecipients at ant tier under the PROJECT with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related nondiscrimination statutes and regulations in all programs and activities. DVRPC's website, www.dvrpc.org, may be translated into multiple languages. Publications and other public documents can be made available in alternative languages and formats, if requested. DVRPC public meetings are always held in ADA-accessible facilities, and in transit-accessible locations when possible. Auxiliary services can be provided to individuals who submit a request at least seven
days prior to a public meeting. Requests will be accommodated to the greatest extent possible. Any person who believes they have been aggrieved by an unlawful discriminatory practice by DVRPC under Title VI has a right to file a formal complaint. Any such complaint may be in writing and filed with DVRPC’s Title VI Compliance Manager and/or the appropriate state or federal agency within 180 days of the alleged discriminatory occurrence. For more information on DVRPC’s Title VI program or to obtain a Title VI Complaint Form, please visit: www.dvrpc.org/GetInvolved/TitleVI, call (215) 592-1800, or email public_affairs@dvrpc.org.

b. Equal Employment Opportunity

The SUBRECIPIENT agrees to comply with, and assure compliance by third party SUBRECIPIENTS at any tier under the PROJECT with all requirements of Title VII of the Civil Rights Act of 1994, as amended, 42 U.S.C. § 2000e; 49 U.S.C. § 5332; and the rules and regulations of the AGENCY, and specifically shall comply with the following:

i. SUBRECIPIENT agrees that full consideration will be given to all eligible, qualified applicants without regard to age, ancestry, color, disability, domestic or sexual violence victim status, ethnicity, familial status, gender identity or expression, genetic information, marital status, medical condition (including pregnancy), national origin, race, religion, sex, or sexual orientation; or any other basis protected by federal, state, or local law. Minority, female, and disabled applicants are encouraged to apply.

ii. If the SUBRECIPIENT is required to submit and obtain Federal Government approval of its Equal Employment Opportunity (EEO) Program, that EEO program as approved is incorporated by reference and made a part of the AGREEMENT. Failure by the SUBRECIPIENT to carry out the terms of the EEO program shall be treated as a violation of this AGREEMENT. Upon notification to the SUBRECIPIENT of its failure to carry out the approved EEO program, the Federal Government may impose such remedies as it considers appropriate.

c. Disadvantaged Business Enterprise (DBE) Program

i. The SUBRECIPIENT hereby agrees to comply with the current COMMISSION goal and Section 1101(b) of the Transportation Efficiency Act for the 21st Century, 23 U.S.C § 101 note, current AGENCY regulations regarding
Disadvantaged Business Enterprises, and for USDOT funded program, the regulations set forth in 49 C.F.R. Part 26.

ii. The SUBRECIPIENT agrees that it will not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontract financed with Federal assistance provided by the AGENCY. The SUBRECIPIENT agrees to take all necessary and reasonable steps required by the AGENCY regulations to ensure that eligible DBEs have the maximum feasible opportunity to participate in subcontracts. If the SUBRECIPIENT is required by AGENCY regulations to have a DBE program, the DBE program must be in compliance with COMMISSION DBE Policy. The COMMISSION DBE Policy is incorporated by reference and made a part of this AGREEMENT. Implementation of the program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this AGREEMENT. Upon notifying the SUBRECIPIENT of any failure to implement its approved DBE program, the AGENCY may impose sanctions as provided for under its regulations and may, as determined, refer the matter for enforcement under 18 U.S.C. § 1001 and the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et seq.

d. Nondiscrimination on the Basis of Age

The SUBRECIPIENT agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 through 6107 and implementing regulations, which prohibit discrimination on the basis of age.

e. Access Requirements for Persons with Disabilities

The SUBRECIPIENT agrees to comply with the requirements of 49 U.S.C. §5301(d) which express the Federal policy that the elderly and persons with disabilities have the same rights as others to use mass transportation services and facilities, and that special efforts shall be made in planning and designing these services and facilities to implement those policies. The SUBRECIPIENT also agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 42 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disability Act of 1990, as amended, 42 U.S.C §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:
i. USDOT regulations, Transportation Services for Individuals with Disabilities (ADA), 49 CFR Part 37.

ii. USDOT regulations, Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance, 49 CFR part 27.


ix. Federal Transit Administration (FTA) regulations, Transportation for Elderly and Handicapped Persons, 49 CFR part 609.

x. Any implementing requirements the FTA may issue.

Note: the above regulations essentially provide that no otherwise qualified handicapped person shall, solely by reason of his or her handicap, be excluded from participation in, be denied the use of, or otherwise be subjected to discrimination under any program, activity or facility that receives or benefits from Federal financial assistance.

f. Confidentially and Other Civil Rights Protections Related to Drug or Alcohol Abuse or Alcoholism

11.2 Political Activity

The provisions of the "Hatch Act", 5 U.S.C. §§ 1501 through 1508 and 7324 through 7326 and U.S. Office of Personnel Management regulations, Political Activity of State and Local Officers or Employees, Title 5 C.F.R Part 151, Code of Federal Regulations, shall apply to the extent of the regulations. No funds under this AGREEMENT shall be used for any partisan political activity or to furnish the election or defeat of any candidate for public office.

A Federal employee (this includes City, State and Municipal workers receiving Federal money, grants or loans, but does not include non-supervisory personnel) may not use his official authority or influence for the purpose of affecting the result of an election, nor may he take an active part in political management or political campaigns.

11.3 Disclosure of Information

All information obtained by the SUBRECIPIENT in this PROJECT and submitted to the COMMISSION is subject to disclosure to others, as provided for under the Freedom of Information Act 5 U.S.C. 552. In addition, the COMMISSION acquires the right, unless otherwise provided, to use and disclose all PROJECT data.

11.4 Clean Air and Clean Water

The SUBRECIPIENT hereby agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401 et. seq.), and/or the Federal Water Pollution Control Act (33 U.S.C. §§1251 et. seq.).

11.5 Energy Conservation Program

The SUBRECIPIENT agrees to comply with the mandated energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.
11.6 Historic Preservation

In connection with carrying out this Project, the SUBRECIPIENT shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order No. 11593, (16 U.S.C. 469a-1 et seq.), by:

a. Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in, or eligible for inclusion in, the National Register of Historic Places that may be affected by the PROJECT, and notifying the AGENCY of the existence of any such properties; and by,

b. Complying with all requirements established by the AGENCY to avoid or mitigate adverse effects upon Historic properties.

11.7 Environmental Requirements

The SUBRECIPIENT shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order 12898, "A Federal Action to Address Environmental Justice in Minority Populations and Low-Income Populations," and any other applicable rule or regulation of the AGENCY.

11.8 Resource Conservation and Recovery Act

The SUBRECIPIENT shall comply with all applicable requirements of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.

11.9 Comprehensive Environmental Response, Compensation, & Liability Act

The SUBRECIPIENT shall comply with all applicable requirements of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended 42 U.S.C. §§ 9601 et seq.

11.10 Contract Work Hours and Safety Standards Act

The SUBRECIPIENT shall comply with all applicable requirements, including non-construction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332.

11.11 False or Fraudulent Statements and Claims

The SUBRECIPIENT agrees to comply with the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3801 et seq. and the regulations of the AGENCY, and certifies and affirms the truthfulness and accuracy of any statement, claim, submission or certification it has made, it makes, or it may make pertaining to this AGREEMENT.
11.12 Incorporation of Provisions

The SUBRECIPIENT shall include the provisions of paragraphs 11.1 through 11.13 in every subcontract under this AGREEMENT, including procurement of materials which shall be secured in compliance with 2 CFR 200, AGENCY regulations, and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The SUBRECIPIENT shall take such action with respect to any subcontract or procurement under this AGREEMENT, as the COMMISSION, AGENCY or Federal Government may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a SUBRECIPIENT becomes involved in, or is threatened with, litigation with a contractor or supplier as a result of such direction, the SUBRECIPIENT may request the COMMISSION to enter into such litigation to protect the interests of the COMMISSION and, in addition, the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

In addition to the incorporation of provisions outlined in Article 11: Federal Requirements, SUBRECIPIENT shall be required to incorporate all applicable provisions outlined in Article 12: U.S. Department of Transportation Standard Title VI and Non-Discrimination Assurances.

Article 12: U.S. Department of Transportation Standard Title VI and Non-Discrimination Assurances

By executing this AGREEMENT, the SUBRECIPIENT, HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through Federal Highway Administration ("FHWA"), Federal Transit Administration ("FTA"), and Federal Aviation Administration ("FAA"), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);

- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.
General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the SUBRECIPIENT hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the SUBRECIPIENT receives Federal financial assistance from DOT, including the FHWA, FTA, and/or FAA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the SUBRECIPIENT, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the SUBRECIPIENT agrees with and gives the following Assurances with respect to its Federally assisted activities as identified in the Unified Planning Work Program of the COMMISSION:

1. The SUBRECIPIENT agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The SUBRECIPIENT will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all activities as identified in the Unified Planning Work Program of the COMMISSION and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"SUBRECIPIENT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The SUBRECIPIENT will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The SUBRECIPIENT will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a SUBRECIPIENT.

5. That where the SUBRECIPIENT receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the SUBRECIPIENT receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the SUBRECIPIENT will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the SUBRECIPIENT with other parties:
   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the SUBRECIPIENT for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the SUBRECIPIENT, or any transferee for the longer of the following periods:
   a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
   b. the period during which the SUBRECIPIENT retains ownership or possession of the property.

9. The SUBRECIPIENT will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other SUBRECIPIENTS, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The SUBRECIPIENT agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.
By signing this AGREEMENT and agreeing to the terms of this ASSURANCE, SUBRECIPIENT also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the DOT. You must keep records, reports, and submit the material for review upon request to DOT, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

SUBRECIPIENT gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the COMMISSION's Unified Planning Work Program. This ASSURANCE is binding on the Commonwealth of Pennsylvania and the State of New Jersey, other SUBRECIPIENTS, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the various activities as identified in the Unified Planning Work Program of the COMMISSION.

12.1 APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA, FTA, and/or FAA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

2. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this
contract and the Acts and the Regulations relative to Non-
discrimination on the grounds of race, color, or national origin.

3. Information and Reports: The contractor will provide all information
and reports required by the Acts, the Regulations, and directives
issued pursuant thereto and will permit access to its books, records,
accounts, other sources of information, and its facilities as may be
determined by the SUBRECIPIENT or the FHWA, FTA, and/or FAA
to be pertinent to ascertain compliance with such Acts, Regulations,
and instructions. Where any information required of a contractor is in
the exclusive possession of another who fails or refuses to furnish
the information, the contractor will so certify to the SUBRECIPIENT
or the FHWA, FTA, and/or FAA, as appropriate, and will set forth
what efforts it has made to obtain the information.

4. Sanctions for Noncompliance: In the event of a contractor's
noncompliance with the Non-
discrimination provisions of this
contract, the SUBRECIPIENT will impose such contract sanctions as
it or the FHWA, FTA, and/or FAA may determine to be appropriate,
including, but not limited to:

   a. withholding payments to the contractor under the contract
      until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or
      in part.

5. Incorporation of Provisions: The contractor will include the
provisions of paragraphs one through six in every subcontract,
including procurements of materials and leases of equipment, unless
exempt by the Acts, the Regulations and directives issued pursuant
thereto. The contractor will take action with respect to any
subcontract or procurement as the SUBRECIPIENT or the FHWA,
FTA, and/or FAA may direct as a means of enforcing such
provisions including sanctions for noncompliance. Provided, that if
the contractor becomes involved in, or is threatened with litigation by
a subcontractor, or supplier because of such direction, the contractor
may request the SUBRECIPIENT to enter into any litigation to protect
the interests of the SUBRECIPIENT. In addition, the contractor may
request the United States to enter into the litigation to protect the
interests of the United States.

12.2 APPENDIX B

CLauses for Deeds Transferring United States Property

The following clauses will be included in deeds effecting or recording the
transfer of real property, structures, or improvements thereon, or granting
interest therein from the United States pursuant to the provisions of
Assurance 4:
NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the SUBRECIPIENT will accept title to the lands and maintain the project constructed thereon in accordance with (Name of Appropriate Legislative Authority), the Regulations for the Administration of the COMMISSION's Unified Planning Work Program, and the policies and procedures prescribed by the FHWA, FTA, and/or FAA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto SUBRECIPIENT all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto SUBRECIPIENT and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on SUBRECIPIENT, its successors and assigns.

SUBRECIPIENT, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,][and]* (2) that SUBRECIPIENT will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction).*
12.3 APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by DVRPC pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, DVRPC will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, DVRPC will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of DVRPC and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)
12.4 APPENDIX D

CLauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by DVRPC pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, DVRPC will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, DVRPC will there upon revert to and vest in and become the absolute property of DVRPC and its assigns.

12.5 APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

12.6 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

- The Uniform Relocation Assistance and Real Property Acquisition
Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects;

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid SUBRECIPIENTS, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
Article 13: Interest of Members of the COMMISSION and Others

13.1 No officer, member or employee of the COMMISSION or AGENCY, and no member of its governing body, and no other public official of the governing body of the locality or any other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of the PROJECT, shall have any personal interest, direct or indirect, apart from his official duties, in this AGREEMENT or the proceeds thereof.

Article 14: Interest of the SUBRECIPIENT

14.1 The SUBRECIPIENT covenants that no member, officer or employee of the SUBRECIPIENT has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services, required to be performed under this AGREEMENT. The SUBRECIPIENT further covenants that in the performance of this AGREEMENT no person having any such interest shall be employed.

Article 15: Interest of Members of Congress

15.1 No member of or delegate to the Congress of the United States shall be admitted to any share or part of this AGREEMENT, or to any benefit therefrom.

Article 16: Audit and Inspection of Records

16.1 The SUBRECIPIENT shall keep, or cause to be kept, accurate records and books of accounts, and shall record and report with all essential details the receipt and disbursement of all funds under the terms of this AGREEMENT in accordance with generally accepted accounting principles and procedures. All costs charged against this AGREEMENT shall be supported by properly executed payrolls, time records, invoice, contracts and vouchers evidencing in proper detail the nature and propriety of the charges. All accounting records shall readily provide a breakdown of costs in accordance with the line items shown on the latest approved budget. The SUBRECIPIENT shall permit and shall require its contractor to permit, the COMMISSION, the AGENCY and the Comptroller General of the United States, or any of their duly authorized representatives, access at all reasonable times, to all records and books of accounts pertaining to this AGREEMENT. The SUBRECIPIENT agrees that any payment made by the COMMISSION to the SUBRECIPIENT, and any expenditures of the SUBRECIPIENT under the terms of this AGREEMENT, are subject to audit by the COMMISSION.

16.2 The SUBRECIPIENT agrees to remit to the COMMISSION any excess payments made to the SUBRECIPIENT, any costs disallowed as a result of audit, and any amounts recovered by the SUBRECIPIENT from third parties or other sources.
16.3 The SUBRECIPIENT shall preserve all documents, records and books of account pertaining to this AGREEMENT for a period of three (3) years from the date of final payment for inspection and/or audit by any authorized representative of the COMMISSION, AGENCY and the Comptroller General of the United States, and copies thereof, if requested, shall be furnished to any of the foregoing. The COMMISSION or the AGENCY may request the SUBRECIPIENT to surrender all records at the end of the three (3) year period.

16.4 The SUBRECIPIENT shall provide the COMMISSION with an audit prepared in conformance with 2 CFR 200, Subpart F, Audit Requirements. The audit shall include the funds provided by the COMMISSION and shall be made available to the COMMISSION in a timely manner. The SUBRECIPIENT understands that the audit may be made available to the AGENCY and the Comptroller General of the United States.

16.5 Should the COMMISSION audit the SUBRECIPIENT in place of the audit performed under 15.4 above, the COMMISSION's audit of the SUBRECIPIENT is reviewed and accepted by an independent certified public accounting firm and the cognizant Federal Audit Agency which is consistent with the COMMISSION's single annual audit concept as approved by the Government, and the COMMISSION shall permit the authorized representatives of the independent certified public accounting firm, the AGENCY or the Comptroller General of the United States to inspect and audit all data and records of the COMMISSION relating to the SUBRECIPIENT's performance under this AGREEMENT.

Article 17: Identification of Documents

17.1 All reports, publications and other documents, except those prepared or completed exclusively for internal use shall carry the following notation on the front cover or title page or, in case of maps, in the title block:

"The preparation of this report (map, document, etc.) was financed in part through funds made available by the Delaware Valley Regional Planning Commission from a grant by the United States (Agency's name). The contents do not necessarily reflect the views or a policy of the Delaware Valley Regional Planning Commission, the AGENCY or the Federal Government and neither assumes liability for its contents or use".

Article 18: Publicity

18.1 Press releases and other public dissemination of information by the SUBRECIPIENT concerning the PROJECT shall be coordinated with the COMMISSION's Office of Communications and Engagement. Press release and public dissemination requests should be sent to public_affairs@dvrpc.org. Any and all press releases shall be coordinated with the COMMISSION and AGENCY and acknowledge AGENCY grant support.
Article 19: Rights in Data, Copyrights, and Disclosure

19.1 The COMMISSION and/or AGENCY reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for government purposes of (1) any subject data developed under this AGREEMENT by the SUBRECIPIENT or any subcontract at any tier, whether or not a copyright has been obtained, and (2) any rights of copyright to which SUBRECIPIENT or contractor at any tier, purchases ownership financed under this AGREEMENT.

19.2 Definition. The term "data" as used herein includes written reports (progress, draft and final), studies, drawings or other graphic, electronic, chemical or mechanical representations, and work of any similar nature which are required to be delivered under this AGREEMENT. It does not include the SUBRECIPIENT's financial reports, or other information incidental to contract administration.

19.3 Data submitted to and accepted by the COMMISSION under this AGREEMENT shall be the property of the COMMISSION and/or AGENCY and it shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate, including making it available to the general public. Such use shall be without any additional payment to, or approval by, the SUBRECIPIENT.

19.4 No data developed or prepared in whole or in part under this AGREEMENT shall be subject to copyright in the United States or in any other country. The SUBRECIPIENT relinquishes any and all copyrights and/or copyright rights, and/or privileges to data developed or prepared under this AGREEMENT. The SUBRECIPIENT shall not include in the data any copyrighted matter, unless the SUBRECIPIENT provides the COMMISSION with written permission of the copyright owner for the SUBRECIPIENT to use such copyrighted matter.

19.5 The SUBRECIPIENT bears responsibility for the administration of the PROJECT and therefore the SUBRECIPIENT alone is liable for any claims of copyright infringement for any copyrighted material.

19.6 It is a condition precedent to SUBRECIPIENT's compensation that he report to the COMMISSION, within 15 days and in reasonable written detail, each notice or claim of copyright infringement based on the performance under the PROJECT or out of work, or services, performed hereunder. The SUBRECIPIENT shall furnish to the COMMISSION, when requested by the COMMISSION, all evidence and information in possession of the SUBRECIPIENT pertaining to such suit or claim.

Article 20: Confidentiality

20.1 At no time, without written COMMISSION approval, may the SUBRECIPIENT divulge or release information, reports, recommendations
or things of a like nature developed or obtained in connections with performance of this AGREEMENT that are of direct interest to the COMMISSION.

a. The COMMISSION has direct interest in the SUBRECIPIENT’s material when the SUBRECIPIENT’s PROJECT is to be made a part of a larger PROJECT still under the supervision of the COMMISSION.

b. When such "direct interest" exists, it will be identified in the special conditions clause found in the body of the contract.

20.2 After the AGREEMENT period, SUBRECIPIENT may divulge or release information that is of direct interest to the SUBRECIPIENT, but which has no direct interest to the COMMISSION.

Article 21: Patent Rights

21.1 Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived, or for the first time actually or constructively reduced to practice by the SUBRECIPIENT or its employees or SUBRECIPIENT, in the course of, in connection with, or under the terms of this AGREEMENT, the SUBRECIPIENT shall immediately give the COMMISSION written notice and shall promptly furnish a complete report. The COMMISSION shall promptly notify the AGENCY. Unless the AGENCY or Federal Government later makes a contrary determination in writing, the SUBRECIPIENT, or contractor at any tier, agrees it will transmit to the AGENCY those rights due in any invention resulting from that third-party contract as described in the U. S. Department of Commerce regulations A Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements 37 C.F.R. Part 401.

Article 22: Liquidated Damages

22.1 The SUBRECIPIENT agrees that the COMMISSION shall retain ten percent (10%) of the AGREEMENT amount from Federal funds made available under this AGREEMENT, to be used as a set off for reimbursing the COMMISSION for the cost to administer this AGREEMENT should performance extend beyond the period of performance set forth in the Time of Performance Section of this AGREEMENT.

22.2 The COMMISSION shall retain Ten Dollars per business day as liquidated damages for each day that performance is extended beyond the time fixed for performance in the Time of Performance set forth in this AGREEMENT. These liquid damages are to compensate the COMMISSION for delay and do not limit the COMMISSION from any other applicable recovery for damages. The total sum to be charged by the COMMISSION for the entire delay in performance shall not be in excess of the ten percent (10%) held in retainage.
22.3 The COMMISSION shall, upon acceptance of the Draft Final Report promptly pay the SUBRECIPIENT any funds due from the retainage.

22.4 The decision by the COMMISSION to impose a daily charge for delay, or to excuse said delay, shall be final. A delay in performance by the SUBRECIPIENT may be excused by the COMMISSION if, in its sole discretion, it deems the delay to be a cause or causes beyond the control of the SUBRECIPIENT.

Article 23: Invoice Forms and Payroll Records

23.1 Invoice forms used by the SUBRECIPIENT should be in compliance with Article 6 hereof are attached hereto. Invoices must be approved by SUBRECIPIENT project manager.

23.2 Payroll records submitted by the SUBRECIPIENT should agree with the total personnel cost of the invoice and be approved by the SUBRECIPIENT project manager

Article 24: Certification of Non-collusion

24.1 The parties hereto hereby certify that neither the COMMISSION nor the SUBRECIPIENT, or their representatives have:

a. been required nor have, either directly or indirectly, as an expressed or implied condition for obtaining this AGREEMENT, employed or retained or agreed to employ or retain, any firm or person;

b. been required nor have, paid or agreed to pay, to any firm or person, except bona fide employees of the COMMISSION and SUBRECIPIENT, any fee, contribution, donation, or other consideration of any kind to solicit to secure this AGREEMENT;

c. acknowledged that this certification is subject to applicable laws of the Commonwealth of Pennsylvania and/or State of New Jersey, and the United States of America, both criminal and civil.

Article 25: Restrictions on Lobbying

24.2 The SUBRECIPIENT hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or
modification of any Federal contract, grant, loan, or cooperative agreement.
b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit US Government Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub_recipients shall certify and disclose accordingly.
d. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Article 26: Entire Agreement

26.1 The AGREEMENT Proper, the Scope of Services and these Standard Articles of Agreement and any other exhibit attached hereto constitute the entire understanding between the two parties hereto.

a. No amendment or modification changing its scope or terms have any force or effect unless they meet the criteria set forth in Article 5, hereof.

b. Any item that is to be deleted or modified from these the Standard Articles of Agreement shall be set forth in section: "Special Conditions" of the Agreement Proper.
Exhibit B

Scope of Services, Fiscal Year 2023 Unified Planning Work Program Description entitled “Gloucester County Supportive Regional Highway Planning Program”
Gloucester County: Supportive Regional Highway Planning Program

Responsible Agency: Gloucester County Planning Department

Program Coordinator: Kwan Hui

Project Manager: Patricia Elkis

Goals:

Improve the efficiency of the region’s transportation network by participating in sub-regional transportation core planning efforts.

Description:

This is a continuing project that provides for county participation in the regional transportation planning process and the maintenance of county-level plans, programs and data to support the regional transportation planning effort. It ensures local government and citizen coordination of regional and county planning activities, and provides technical assistance to local governments on regional, state and county-level transportation projects.

Tasks:

Task I - Program Administration and Coordination
1. Attend monthly DVRPC Board and Regional Technical Committee meetings, and other meetings with federal, state, regional, and local transportation agencies.
2. Prepare and submit the Quarterly Progress Reports/Invoices.
3. Participate in the development of the DVRPC Planning Work Program and Gloucester County SRHPP for next fiscal year.
4. Perform general administrative duties, including liaison and interagency coordination.
5. Review transportation reports and correspondence and provide responses.
6. Respond to information requests, including those from the public.
7. Perform public participation as appropriate.

Task II - Transportation Improvement Program (TIP)
1. Participate and assist in the TIP update and maintenance processes.
2. Provide feedback to the state and DVRPC on the TIP and Statewide TIP (STIP).
3. Maintain and provide to DVRPC an inventory of project candidates to be considered for inclusion of the local capital improvement program.
4. Maintain channels of communication with DVRPC, NJDOT, and the public regarding TIP project status.
5. Assist with the coordination of DVRPC Work Program projects as necessary (e.g. TCDI grant process).
6. Review and provide feedback on NJDOT Capital Program Screening Committee (CPSC) and Capital Program Committee (CPC) project requests
7. Participate in project selection and evaluation processes, as appropriate, including DVRPC competitive programs.
Task III - Transportation Plan Maintenance
1. Coordinate county transportation policies with the regional and state long-range plans.
2. Monitor and evaluate the impact of proposed land development on existing and proposed highway and transit facilities.
3. Monitor certain state highway improvements and proposals.
4. Update the Gloucester County Official Map.
5. Maintain an update of the functional classification system.
6. Review regional, state, and municipal transportation policies for consistency with the county's plan.

Task IV - Transportation Planning Data and Analysis
1. Prepare and maintain a traffic volume map using data supplied by DVRPC as well as counts taken by the county and share traffic count data with interested parties.
2. Maintain data files supplied by NJDOT as a data source for the transportation efforts.
3. Maintain information on Management Systems such as Bridge, Pavement, Safety, etc.
4. Take traffic counts at selected locations to support transportation studies and to maintain the county's traffic map.
5. Develop and maintain a GIS database for traffic counts.
6. Attend DVRPC IREG, future Imagery Acquisition, and other steering committee meetings.

Products:
1. Quarterly progress and expenditure reports and invoices.
2. Correspondence on meetings and seminars attended related to highway planning.
3. SRHPP Work Program for inclusion in next fiscal year's DVRPC Planning Work Program.
4. A federally approved TIP to maintain with DVRPC.
5. A brief report on the activities that were undertaken in the planning/implementation of TIP projects.
6. Current and up-to-date version of the Official Map of County Highways and related transportation planning documents, as necessary.
7. Traffic Information available for public use.
8. Updated traffic counts at selected locations to support transportation planning efforts.
9. County project proposals for consideration in next year's UPWP, if available.

Beneficiaries:
Gloucester County, municipalities, state, region, and public.
### Project Cost and Funding:

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<th>Highway Program</th>
<th>Transit Program</th>
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* NJ TIP - DB #X30A - $39,100 STBGP-PHILA
## FY 23 BUDGET PROPOSAL

**ENTITY NAME:** Gloucester County  
**PROJECT NUMBER:** 23-61-030 (SRHPP)  
**SUBMITTED BY:** Jackie Huston, Assistant Program Analyst  
**DATE SUBMITTED:** 5/31/22

### Detail Description of Cost Elements

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<th>Hourly Rate</th>
<th>Estimated Cost (FOR ALL TASKS)</th>
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<td>Barry Beckett, Supervising Engineer</td>
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**SUB-TOTAL**  
$24,359.01

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**SUB-TOTAL**  
$14,625.15

**TOTAL DIRECT LABOR, FRINGE & OVERHEAD**  
$38,984.16

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<td>Training</td>
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**SUB-TOTAL**  
$115.84

**GRAND TOTAL**  
$39,100.00

**FY 23 UPWP BUDGET TOTAL**  
$39,100.00

**VARIANCE (must be $0)**  
$-0.00

**LESS: MATCH AMOUNT**  
$-0.00

**NET PAYABLE**  
$39,100.00
RESOLUTION AUTHORIZING A CONTRACT WITH R.E. PIERSON CONSTRUCTION CO., INC. FROM JULY 20, 2022 TO COMPLETION OF THE PROJECT FOR $1,013,916.26

WHEREAS, the County of Gloucester ("County") advertised for the receipt of public bids for professional engineering services regarding stormwater improvements on Clem's Run Road (CR 623) between U.S. 322/(CR 536) Mullica Hill Road and (CR 619) Whig Lane in the Townships of Harrison and Elk, known as Engineering Project #21-12 ("Project"); and

WHEREAS, bids were publicly received and opened for the Project by the County on June 30, 2022, and after following proper public bidding procedure it was determined that R.E. Pierson Construction Co., Inc. was the lowest responsive and responsible bidder for the Project as set forth in the bid specifications, for a total amount of $1,013,916.26; and

WHEREAS, the contract for the Project is awarded pursuant to, and consistent with, the terms and provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and the County’s Purchasing and Engineering Departments recommend award of said contract to R.E. Pierson Construction Co., Inc., to commence July 20, 2022 and conclude upon completion of the Project as per N.J.S.A. 40A:11-15(9); and

WHEREAS, the Treasurer for the County has certified the availability of funds pursuant to C.A.F. Number 22-05962, to be charged against budget line item C-04-22-012-165-12280.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized to execute and the Clerk of the Board is directed to attest to a contract with R.E. Pierson Construction Co., Inc. for professional engineering services regarding stormwater improvements on Clem's Run Road (CR 623) between U.S. 322/(CR 536) Mullica Hill Road and (CR 619) Whig Lane in the Townships of Harrison and Elk, known as Engineering Project #21-12, from July 20, 2022 to completion of the Project for $1,013,916.26.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on July 20, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
**SALES TAX ID # 21-6000660**

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</table>

**CLAIMANT'S CERTIFICATE & 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 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.

**VENDOR SIGN HERE**

**DATE**

**TAX ID NO. OR SOCIAL SECURITY NO.**

**DATE**

**MAIL VOUCHER WITH INVOICE TO THE “SHIP TO” ADDRESS**

**Department Head**

**DATE**

**QUALIFIED PURCHASING AGENT**

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**
CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
COUNTY OF GLOUCESTER
AND
R.E. PIERSON CONSTRUCTION CO., INC.

THIS CONTRACT is effective the 20th day of July, 2022, 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 R.E. PIERSON CONSTRUCTION CO., INC., with an address of 426 Swedesboro Road, P.O. Box 430, Woodstown, NJ 08098, hereinafter referred to as “Contractor”.

RECATALS

WHEREAS, there exists a need by the County to contract for professional engineering services regarding stormwater improvements on Clem’s Run Road (CR 623) between U.S. 322 (CR 536) Mullica Hill Road and (CR 619) Whig Lane in the Townships of Harrison and Elk, known as Engineering Project #21-12 (hereinafter “Project”); 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; 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

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 OF SERVICES. This Contract shall be effective commencing July 20, 2022 and concluding upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9).

2. COMPENSATION. Contractor shall be compensated in a total contract amount of $1,013,916.26, pursuant to the prices set forth in, and subject to all terms and provisions of the Contractor’s bid response and prices set forth therein.

   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 for engineering services regarding stormwater improvements on Clems Run Road (CR 623) between U.S. 322/(CR 536) Mullica Hill Road and (CR 619) Whig Lane in the Townships of Harrison and Elk, as set forth in Engineering Specifications #21-12, and Contractor’s bid response, which is incorporated by reference in its entirety and made a part of this Contract.

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

   a. The Contractor will not discriminate against any employee or applicant for employment, and will ensure that equal employment opportunity is afforded to all 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

   c. The Contractor 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.

   d. The Contractor 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.

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

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.
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 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 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 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 affect the validity of the indemnification provisions of this
Contract, nor prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

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

8. INDEMNIFICATION. The Contractor 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

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

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

17. GOVERNING LAW, JURISDICTION AND VENUE. This agreement and all
questions relating to its validity, interpretation, performance or enforcement shall be governed by
and construed in accordance with the laws of the State of New Jersey. The parties each
irrevocably agree that any dispute arising under, relating to, or in connection with, directly or
indirectly, this agreement or related to any matter which is the subject of or incidental to this
agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to
the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester
County, New Jersey or the United States District Court, District of New Jersey, Camden, New
Jersey. This provision is intended to be a “mandatory” forum selection clause and governed by
and interpreted consistent with New Jersey law and each waives any objection based on forum
non conveniens.

18. CONTRACT PARTS. This Contract consists of this Contract document,
Specifications #21-12 issued by the County, and the Contractor’s Bid Response. Should there
occur a conflict between this Contract or Specifications #21-12, and Contractor’s Bid response,
then this Contract, or the Specifications, as the case may be, shall prevail.

THIS CONTRACT is dated this 20th day of July, 2022.
IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution of the Board of County Commissioners 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

__________________________  ______________________________
LAURIE J. BURNS,  FRANK J. DIMARCO, DIRECTOR
CLERK OF THE BOARD

ATTEST:

__________________________
R.E. PIERSON CONSTRUCTION CO., INC.

By:
Title:
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RESOLUTION AUTHORIZING A CONTRACT WITH REMINGTON & VERNICK ENGINEERS, INC. FROM JULY 20, 2022 TO COMPLETION OF THE PROJECT FOR $95,852.44

WHEREAS, the County of Gloucester has a need for professional engineering services regarding the resurfacing of Fries Mill Road (CR 655) between Clayton-Williamstown Road (CR 610) and Delsea Drive (SR 47) in the Borough of Clayton and the Township of Franklin; and

WHEREAS, the County requested proposals via RFP-22-052 from interested providers and evaluated 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, and concluded that Remington & Vernick Engineers, Inc. of 2059 Springdale Road, Cherry Hill, NJ 08003, made the most advantageous proposal to provide said services for $95,852.44; and

WHEREAS, this contract may be awarded without public advertising for bids in that the subject matter of the contract is the provision of professional services for which competitive bids could not be received in accordance with N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, the County Treasurer has certified the availability of funds pursuant to C.A.F. Number 22-05964, to be charged against budget line item G-02-22-165-720-12278.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized to execute and the Clerk of the Board is directed to attest to a contract with Remington & Vernick Engineers, Inc. for construction management and inspection services regarding the resurfacing of Fries Mill Road (CR 655) between Clayton-Williamstown Road (CR 610) and Delsea Drive (SR 47) in the Borough of Clayton and the Township of Franklin, as per RFP-22-052, from July 20, 2022 to completion of the Project pursuant to N.J.S.A.40A:11-15(9) for $95,852.44; and

BE IT FURTHER RESOLVED that a brief notice shall be published once in the South Jersey Times pursuant to the requirements of the Local Public Contracts Law stating the nature, duration, service and amount of the contract, and stating that 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.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on July 20, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

FRANK J. DIMARCO, DIRECTOR

LAURIE J. BURNS,
CLERK OF THE BOARD
**SALES TAX ID # 21-6000060**

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**Fries Mill CR655 Resurf. from 610 to 47 in Clayton & Franklin.**

**ENGINEERING PROJECT #: 17-05FA**

**PASSED BY RESOLUTION: JULY 20, 2022**

**TOTAL**

95,852.44

---

**CLAIMANT'S CERTIFICATE & 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 within the knowledge of this claimant in connection with the above claim that the amount therein stated is justify 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**

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.

---

**APPROVAL TO PURCHASE**

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

---

**TREASURER / CFO**

QUALIFIED PURCHASING AGENT

---

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**
CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
REMINGTON & VERNICK ENGINEERS, INC.  

THIS CONTRACT is effective the 20th day of July, 2022, 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 & VERNICK ENGINEERS, INC., with an address of 2059 Springdale Road, Cherry Hill, NJ 08003, hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, there exists a need by the County to contract for professional engineering services regarding construction management and inspection services for the resurfacing of Fries Mill Road (CR 655) between Clayton-Williamstown Road (CR 610) and Delsea Drive (SR 47) in the Borough of Clayton and the Township of Franklin, as per RFP-22-052 (hereinafter “Project”); 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; 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

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 OF SERVICES. This Contract shall be effective commencing July 20, 2022 and concluding upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9).

2. COMPENSATION. Contractor shall be compensated in a total contract amount of $95,852.44, pursuant to the prices set forth in, and subject to all terms and provisions of the Contractor’s bid response and prices set forth therein.

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 for engineering services regarding construction management and inspection services for the resurfacing of Fries Mill Road (CR 655) between Clayton-Williamstown Road (CR 610) and Delsea Drive (SR 47) in the Borough of Clayton and the Township of Franklin, as per RFP-22-052, and Contractor’s proposal dated June 21, 2022, which is incorporated by reference in its entirety and made a part of this Contract.

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

   a. The Contractor will not discriminate against any employee or applicant for employment, and will ensure that equal employment opportunity is afforded to all 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

   c. The Contractor 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.

   d. The Contractor 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.

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

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 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 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 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 affect the validity of the indemnification provisions of this Contract, nor prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

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

8. **INDEMNIFICATION.** The Contractor 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.

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

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

17. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.
18. CONTRACT PARTS. This Contract consists of this Contract document, RFP-22-052 issued by the County, and the Contractor’s Proposal. Should there occur a conflict between this Contract or RFP-22-052, and Contractor’s Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 20th day of July, 2022.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution of the Board of County Commissioners 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

______________________________
LAURIE J. BURNS, FRANK J. DIMARCO, DIRECTOR
CLERK OF THE BOARD

ATTEST: REMINGTON & VERNICK ENGINEERS

______________________________
By: LEONARD A. FAIOLA
Title: PRESIDENT & CEO
RFP #22-052 – Construction Management & Inspection Services for the Resurfacing of Fries Mill Road (CR 655) between Clayton-Williamstown Road (CR 610) and Delsea Drive (SR-47) in the Borough of Clayton and Township of Franklin, Engineering Project 17-05 FA.

REMINGTON & VERNICK ENGINEERS

2059 Springdale Road
Cherry Hill, NJ 08003

856-795-9595
RVE.COM
June 21, 2022

Attn: Kim Larter, Qualified Purchasing Agent

Sub: Technical Proposal - RFP 022-052 – Construction Management & Inspection Services for the Resurfacing of Fries Mill Road (CR 655) between Clayton-Williamstown Road (CR 610) and Delta Drive (SR-47) in the Borough of Clayton and Township of Franklin, Engineering Project 21-05 FA, NDOT Project #6260306, Federal Project Number STP-0655(301)

Dear Ms. Larter:

REMINSTON & VERNICK ENGINEERS (RVE) is pleased to submit this Technical Proposal to provide construction management and inspection services to Gloucester County (County) for the project mentioned above. Our proposal has been prepared in accordance with the County’s Request for Proposal (RFP).

We propose Project Manager (PM) James Bocchi, PE, TCC, Resident Inspector (RI) Gregory Marchese, NICET PT, JUSAT, TCC, and QA/QC Manager Joseph Ragusa, PE, TCC for this project. Our Team brings extensive experience for this type of work not only in the industry, but also in the County. Mr. Bocchi has recently supported numerous local construction management and inspection projects from start to finish. Mr. Marchese has more than 25 years of experience serving as a Construction Inspector and providing detailed field inspections for a variety of local Municipal, County and Agency clients. Mr. Ragusa’s role as QA/QC Manager will leverage his expertise with traffic control coordination, construction inspection and construction management honed on projects for the County.

Our Proposed Team has direct experience supporting projects for Gloucester County and the NDOT and have served in similar roles for local County projects including Resurfacing of Clayton-Williamstown Road (CR 610). Our Team has a strong familiarity with the County’s policies and procedures through our recent projects. County projects supported were completed on schedule, within the County’s budget and with minimal corrective action by the contractor.

RVE has performed and continues to perform NDOT Local Aid funded projects. Our firm is familiar with the paperwork and the process that is required to ensure the client receives full reimbursement. Our Team will start this project efficiently due to our knowledge of the County’s policies, procedures and personnel. We have experience in all the crucial elements this project requires, including:

- A Project Team familiar to the County, its municipalities, and its stakeholders, including local police forces.
- Our Team has successfully completed similar projects located close to the proposed project site.
- Experience with TTF Grant Funding, including the recent Resurfacing of Clayton-Williamstown Road.
- Currently serving as the ADA Compliance Engineer for the Borough of Clayton, which will help facilitate communication between this municipality and the County.

GTS Consultants, Inc. (GTS) will be joining the RVE Team to provide survey services to exceed the required 12.49% DBE participation goal. We have teamed with GTS on similar projects and are confident in their ability to provide quality services. The RVE Team also has additional in-house capabilities, experience and resources to effectively support this contract. As a full-service firm with headquarters located just over 10 miles away from the County’s office, we will provide immediate on-site support.

RVE looks forward to the opportunity to serve the County once again. Our Team is committed to completing this project on time and within budget. Should you have any questions or require any additional information, please contact Project Manager Joseph Ragusa, PE, TCC at 609-836-2222 or via email at Joseph.Ragusa@rve.com.

Sincerely,

REMINSTON & VERNICK ENGINEERS

Leonard A. Falola, PE, FP, CME
President & CEO

RVE.com
County of Gloucester
Purchasing Department
Two South Broad Street
Woodbury, NJ 08096

Attn: Kim Larter, Qualified Purchasing Agent

Subj: Cost Proposal - RFP #22-052 – Construction Management & Inspection Services for the Resurfacing of Fries Mill Road (CR 655) between Clayton-Williamstown Road (CR 610) and Delsea Drive (SR-47) in the Borough of Clayton and Township of Franklin, Engineering Project 17-05 FA, NJDOT Project #6200361, Federal Project Number STP-0655(S01)

June 21, 2022

Dear Ms. Larter:

REMITTNGTON & VERNICK ENGINEERS (RVE) is pleased to submit this Cost Proposal to provide construction management and Inspection services to Gloucester County (County) for the project mentioned above. Our proposal has been prepared in accordance with the County’s Request for Proposal (RFP).

We propose Project Manager (PM) James Boegly, PE, TCC, Resident Inspector (RI) Gregory Marchese, NICET IV, NJSAT, TCC and QA/QC Manager Joseph Ragusa, PE, TCC for this project. Our Team brings extensive experience for this type of work not only in the industry, but also in the County. Mr. Boegly has recently supported numerous local construction management and inspection projects from start to finish. Mr. Marchese has more than 35 years of experience serving as a Construction Inspector and providing detailed field inspections for a variety of local Municipal, County and Agency clients. Mr. Ragusa’s role as QA/QC Manager will leverage his expertise with traffic control coordination, construction inspection and construction management honed on projects for the County.

Our Proposed Team has direct experience supporting projects for Gloucester County and the NJDOT and have served in similar roles for local County projects including Resurfacing of Clayton-Williamstown Road (CR 610). Our Team has a strong familiarity with the County’s policies and procedures through our recent projects. County projects supported were completed on schedule, within the County’s budget and with minimal corrective action by the contractor.

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RVE looks forward to the opportunity to serve you once again. Our Team is committed to completing this project on time and within budget. Should you have any questions or require any additional information, please contact Project Manager Joseph Ragusa, PE, TCC at 609-828-2222 or via email at Joseph.Ragusa@rve.com.

Sincerely,

LEONARD A. FIALOA, PE, PP, CME
President & CEO

RVE.com
### REMINSON & VERNICK ENGINEERS
**COST PROPOSAL**

**Client:** Gloucester/County

**Project:** Construction Management & Inspection Services for the Resurfacing of Fifty Mile Road (CR 625) between Clayton-Wilmetown Road (CR 112) and Delays Drive (SR-47) in the Township of Clayton and the Township of Franklin.

**Prepared:** 05-22-052

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Direct Labor Rate</th>
<th>Resident Inspector</th>
<th>Construction Inspector</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager / PE</td>
<td>$ 60.00</td>
<td>$ 60.00</td>
<td>$ 65.00</td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td></td>
<td>$180.00</td>
</tr>
</tbody>
</table>

| Task Description                              | Direct Labor Rate | Resident Inspector | Construction Inspector | TOTAL |
| Preconstruction                               | $ 600.00          | $ 240.00           | $ 360.00               |       |
| Subtotal                                      | $ 1,200.00        | $ 720.00           |                        | $1,920.00 |

| Task Description                              | Direct Labor Rate | Resident Inspector | Construction Inspector | TOTAL |
| Construction Inspection                       | $ 1,000.00        | $ 2,400.00         | $ 1,050.00             |       |
| Subtotal                                      | $ 4,400.00        | $ 7,200.00         |                        | $11,600.00 |

| Task Description                              | Direct Labor Rate | Resident Inspector | Construction Inspector | TOTAL |
| Punchlist and Project Closeout                | $ 1,200.00        | $ 480.00           | $ 720.00               |       |
| Subtotal                                      | $ 3,000.00        | $ 1,200.00         |                        | $4,200.00 |

**Subtotal**

| Direct Labor Rate                             | $ 1,920.00        | $ 7,200.00         |                        | $9,120.00 |

- **Direct Labor**
  - **Direct Labor Rate:** $9,120.00
- **Overhead:** $8,164.70
- **SUBTOTAL:** $17,284.70

**SUBTOTAL COST - IVE**

| Task Description                              | Direct Labor Rate | Resident Inspector | Construction Inspector | TOTAL |
| GIS Consultants                               | $ 25.00           | $ 55.00            | $ 35.00                | $ 28.00 |
| Subtotal                                      | $ 88.00           | $ 118.00           | $ 63.00               | $ 175.00 |

**Subtotal**

| Task Description                              | Direct Labor Rate | Resident Inspector | Construction Inspector | TOTAL |
| Preconstruction                               | $ 280.00          | $ 660.00           | $ 1,400.00             |       |
| Subtotal                                      | $ 770.00          | $ 2,060.00         |                        | $2,830.00 |

**SUBTOTAL COST - GIS Consultants**

**TOTAL COSTS**

| Task Description                              | Direct Labor Rate | Resident Inspector | Construction Inspector | TOTAL |
| GIS Consultants Direct Department             | $6,000.00         | $1,212.00          | $ 3,171.00             | $9,585.00 |

**TOTAL COSTS**

| Direct Labor Rate                             | $95,852.44        |

**NOTE:**

- All costs are in USD.
- Costs are subject to change without notice.
- All rates and costs are based on the current market conditions.
October 8, 2021

Mr. Mark Grizer
Controller/IT
Remington & Vernick Engineers, Inc.
232 Kings Highway East
Haddonfield, NJ 08033

Dear Mr. Grizer:

Based on our review of Remington & Vernick Engineers, Inc.’s submitted Dual Overhead Divisional Statement for the Year Ended December 31, 2020 we have determined overhead rates of 128.70 percent should be used for construction inspection projects and 157.63 percent should be used for home office and 106.94 percent should be use for Municipal projects for funding purposes on future contracts with the Department.

In addition, the overhead rates proposed on this overhead letter expire on Jul 1, 2022.

These rates are subject to audit verification. Our acceptance of these rates does not extend beyond contracts with the New Jersey Department of Transportation. Any other entity contracting with the firm is responsible for determining the acceptability of the overhead statement.

If you have any questions, feel free to contact Godson Onyemelukwe at (609) 963-2388.

Sincerely,

Richard Temmer

Richard Temmer
Administrative Analyst IV, Bureau of External Audit

“IMPROVING LIVES BY IMPROVING TRANSPORTATION”
New Jersey Is An Equal Opportunity Employer • Printed On Recycled and Recyclable Paper
November 15, 2021

Mr. John. Gaona,
President
GTS Consultants, Inc.
2 Monmouth Ave., Unit A1
Freehold, NJ 07728

Dear Mr. Gaona:

Based on our review of GTS Consultants, Inc.’s submitted Statement of Direct Labor, Fringe Benefits and General Overhead for the Year Ended December 31, 2020, we have determined an overhead rate of 180.12 percent should be used for funding purposes on future contracts with the Department.

In addition, the overhead rate proposed on this overhead letter expires on July 1, 2022.

Furthermore, if GTS Consultants, Inc. plans to pursue construction inspection work with the Department, GTS Consultants, Inc. will need to provide the Department with additional documents to establish a field rate with the Department.

This rate is subject to audit verification. Our acceptance of this rate does not extend beyond contracts with the New Jersey Department of Transportation. Any other entity contracting with the firm is responsible for determining the acceptability of the overhead statement.

If you have any questions, feel free to contact Godson Onyemelukwe at (609) 963-2388.

Sincerely,

Richard Temmer
Administrative Analyst IV, Bureau of External Audit

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**BASIS OF AWARD**  
(To be completed by County evaluation committee)  
(100 Point total will be used to determine the Award)  
The County will select the vendor deemed most advantageous to the County, based on price and other factors considered. RFP 022-052 R&V

<table>
<thead>
<tr>
<th>EVALUATION FACTORS</th>
<th>SCORE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>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.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>A. Proposal contains all required checklist information</strong></td>
<td>5</td>
</tr>
<tr>
<td>5 points</td>
<td></td>
</tr>
<tr>
<td><strong>B. Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned including DBE sub-consultant &amp; meeting goal</strong></td>
<td>29</td>
</tr>
<tr>
<td>R&amp;V proposes to utilize James Boegly, PE as project manager. Very good past experience has excellent knowledge of County requirements. Has very good Federal experience.</td>
<td></td>
</tr>
<tr>
<td>30 points</td>
<td></td>
</tr>
<tr>
<td><strong>C. Relevance and Extent of Similar Engagements performed</strong></td>
<td>29</td>
</tr>
<tr>
<td>R&amp;V has performed very well on similar project for the County and has shown to have excellent knowledge regarding the project management of federal project. They have also provided several other projects completed for other jurisdictions.</td>
<td></td>
</tr>
<tr>
<td>30 points</td>
<td></td>
</tr>
<tr>
<td><strong>D. Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</strong></td>
<td>34</td>
</tr>
<tr>
<td>R&amp;V has provided a very detailed project scope for this project. They have demonstrated a very thorough knowledge of the project and the reporting and inspection requirements.</td>
<td></td>
</tr>
<tr>
<td>35 points</td>
<td></td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td>97</td>
</tr>
</tbody>
</table>
RESOLUTION AUTHORIZING CHANGE ORDER 03-FINAL TO DECREASE THE CONTRACT WITH ZONE STRIPING, INC.

WHEREAS, by Resolution adopted on May 12, 2021, the County of Gloucester ("County") authorized the award of a contract to Zone Striping, Inc. for $758,333.77, for services regarding the 2021 County-wide State-Aid Roadway Safety Project, known as Engineering Project 20-15; and

WHEREAS, on October 21 and December 29, 2021, the County authorized Change Orders 01 and 02 that increased the contract by $143,073.80, for a total contract amount of $901,407.57; and

WHEREAS, the County Engineer has recommended Change Order 03-Final to decrease the contract by $97,229.52, due to final adjustment of quantities and the addition of item S-6, minor repair to tangent guiderail terminal, resulting in a new total contract amount of $804,178.05.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized to execute and the Clerk of the Board is directed to attest to Change Order 03-Final to decrease the contract with Zone Striping, Inc. by $97,229.52, resulting in a new total contract amount of $804,178.05.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on July 20, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

FRANK J. DIMARCO, DIRECTOR

Laurie J. Burns, Clerk of the Board
COUNTY OF GLOUCESTER
CHANGE ORDER FORM

1. Name & Address of Vendor: Zone Striping, Inc.
   501 New Jersey Avenue
   Glassboro, NJ 08028

2. Description of Project or Contract: 2021 Countywide State Aid Roadway Safety Project

3. Date of Original Contract: 5/12/2021

4. P.O. Number: 21-04806

5. Amount of Original Contract: $758,333.77

6. Amount of Previously Authorized Change Orders: $143,073.80

7. Amount of this Change Order No. 3 FINAL: -$97,229.52

8. New Total Amount of Contract (Total of Numbers 5, 6 & 7 Above): $804,178.05

9. Need or Purpose of this Change Order: Final Adjustment of quantities and the addition of item S-6 Minor Repair to Tangent Guardrail Terminal

This change order requested by [Signature] on 7-6-21 (Department)

Accepted by [Signature] on 6/30/2022 (Vendor)

Approved by the Board of County Commissioners, County of Gloucester

Attest: [Signature]

Laurie J. Burns
Clerk of the Board

By: Frank J. DiMareco, Director

To All Vendors:
This Change Order is not official nor authorized until such time as this Change Order is accepted by the Board of Commissioners, County of Gloucester with appropriate Resolution.
**NEW JERSEY DEPARTMENT OF TRANSPORTATION**
**LOCAL AID PROJECT**

**CHANGE ORDER NUMBER 3 FINAL**
**STATE AID PROJECT**

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>2021 Countywide State Aid Roadway Safety Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>MUNICIPALITY</td>
<td>Various</td>
</tr>
<tr>
<td>COUNTY</td>
<td>Gloucester</td>
</tr>
<tr>
<td>CONTRACTOR</td>
<td>Zone Stripping, Inc.</td>
</tr>
</tbody>
</table>

Final adjustment of quantities and the addition of item S-6 for the minor repair to a Tangent Guide Rail Terminal.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Quantity (ft.)</th>
<th>Unit Prices</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Traffic Stripes, 4&quot;</td>
<td>279.224</td>
<td>$0.33</td>
<td>$92,143.92</td>
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<tr>
<td>6</td>
<td>Traffic Stripes, 8&quot;</td>
<td>7.415</td>
<td>$0.55</td>
<td>$4,078.25</td>
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<tr>
<td>7</td>
<td>Traffic Markings, Symbols</td>
<td>737</td>
<td>$6.30</td>
<td>$6,117.10</td>
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<tr>
<td>8</td>
<td>Traffic Markings, Lines, 6&quot;</td>
<td>3,659</td>
<td>$1.50</td>
<td>$5,483.50</td>
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<tr>
<td>10</td>
<td>Removal of Traffic Stripes</td>
<td>4,000</td>
<td>$0.80</td>
<td>$3,200.00</td>
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<tr>
<td>11</td>
<td>Removal of Traffic Markings</td>
<td>453</td>
<td>$4.00</td>
<td>$1,800.00</td>
</tr>
<tr>
<td>13</td>
<td>Tangent Guide Rail Terminal</td>
<td>1</td>
<td>$3,700.00</td>
<td>$3,700.00</td>
</tr>
<tr>
<td>18</td>
<td>Beam Guide Rail Post</td>
<td>1</td>
<td>$45.00</td>
<td>$45.00</td>
</tr>
<tr>
<td>19</td>
<td>Beam Guide Rail Post, 8' Long</td>
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<td>$22.00</td>
<td>$110.00</td>
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<tr>
<td>20</td>
<td>Beam Guide Rail Element</td>
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<td>$13.00</td>
<td>$487.50</td>
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<tr>
<td>22</td>
<td>Beam Guide Rail Anchorage</td>
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<td>$75.00</td>
<td>$225.00</td>
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<tr>
<td>24</td>
<td>Rub Rail</td>
<td>22</td>
<td>$12.00</td>
<td>$264.00</td>
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<tr>
<td>26</td>
<td>RPM, Bi Directional</td>
<td>216</td>
<td>$26.00</td>
<td>$5,596.00</td>
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<tr>
<td>27</td>
<td>RPM, Mono Directional</td>
<td>14</td>
<td>$26.00</td>
<td>$364.00</td>
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<tr>
<td>28</td>
<td>Removal of RPM</td>
<td>20</td>
<td>$20.00</td>
<td>$400.00</td>
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<tr>
<td>29</td>
<td>Removal &amp; Replacement of RPM Lens</td>
<td>400</td>
<td>$19.00</td>
<td>$7,800.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total Reductions</strong></td>
<td></td>
<td></td>
<td><strong>$122,532.27</strong></td>
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<tr>
<td>9</td>
<td>Traffic Markings, Lines, 24&quot;</td>
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<td>$4.50</td>
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<td>12</td>
<td>Beam Guide Rail</td>
<td>287.5</td>
<td>$37.50</td>
<td>$10,782.25</td>
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<tr>
<td>14</td>
<td>Flared Guide Rail Terminal</td>
<td>7</td>
<td>$3,200.00</td>
<td>$22,400.00</td>
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<tr>
<td></td>
<td><strong>Total Extras</strong></td>
<td></td>
<td></td>
<td><strong>$34,475.00</strong></td>
</tr>
</tbody>
</table>

**SUPPLEMENTALS**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Prices</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>S-6</td>
<td>Minor Repair to a Tangent Guide Rail Terminal</td>
<td>1</td>
<td>$834.75</td>
<td>$834.75</td>
</tr>
<tr>
<td></td>
<td><strong>Total Suppementials</strong></td>
<td></td>
<td></td>
<td><strong>$834.75</strong></td>
</tr>
</tbody>
</table>

Amount of Original Contract: $758,333.77
Amount of Original Contract - Change Order No. 142: $604,730.00
Amount of Original Contract - Change Order No. 1,283: $901,407.57

% Change in Contract: 6.0454%

*Approved:*

<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vinod M. Vattappilly, P.E.</td>
<td>7-6-22</td>
</tr>
<tr>
<td>Gloucester County Engineer</td>
<td></td>
</tr>
</tbody>
</table>

*Director:*

<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Frank J. DiMarco</td>
<td>6-29-22</td>
</tr>
<tr>
<td>Contractor:</td>
<td></td>
</tr>
</tbody>
</table>

*Approved:*

<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Local Highway Design)</td>
<td></td>
</tr>
</tbody>
</table>
RESOLUTION AUTHORIZING CHANGE ORDER 02-FINAL
TO INCREASE THE CONTRACT WITH JPC GROUP, INC.

WHEREAS, by Resolution adopted on June 16, 2021, the County of Gloucester
(“County”) authorized the award of a contract to JPC Group, Inc. for $998,750.00 for services
regarding 2021 pipe lining and pipe cleaning at various locations throughout Gloucester County,
known as Engineering Project 20-06; and

WHEREAS, by Resolution adopted October 20, 2021, Change Order 01 was authorized
to increase the contract by $109,037.55 due to increased and additional, unforeseen pay items,
resulting in a new total contract amount of $1,107,787.55; and

WHEREAS, the County Engineer has recommended Change Order 02-Final to increase
the contract by $80,469.18 due to final adjustment of quantities and the addition of item S-7 to
gROUT in an existing pipe, resulting in a new total contract amount of $1,188,256.73; and

WHEREAS, the County Treasurer has certified the availability of funds pursuant to
C.A.F. Number 21-06946.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of
the County of Gloucester that the Director is hereby authorized to execute and the Clerk of the
Board is directed to attest to Change Order 02-Final to increase the contract with JPC Group, Inc.
by $80,469.18, for a new total contract amount of $1,188,256.73 to completion of the Project.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of
Gloucester held on July 20, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
COUNTY OF GLOUCESTER
CHANGE ORDER FORM

1. Name & Address of Vendor:
   JPC Group, Inc.
   228 Blackwood Barnsboro Road
   Blackwood, NJ 08012

2. Description of Project or Contract:
   Gloucester County Pipe Lining and Cleaning Project

3. Date of Original Contract: 6/16/2021
4. P.O. Number: 21-05946
5. Amount of Original Contract: $998,750.00
6. Amount of Previously Authorized Change Order: $109,037.55
7. Amount of this Change Order No. 2 FINAL: $80,469.18
8. New Total Amount of Contact
   (Total of Numbers 5, 6 & 7 Above) $1,188,258.73
9. Need or Purpose of this Change Order: Final adjustment of quantities and the addition of item S-7 to grout in an existing pipe.

This change order requested by: [Signature] (Department Name) on 7/6/72 (Date)

Accepted by: [Signature] (Vendor) on 6/14/73 (Date)

Approved by the Board of County Commissioners, County of Gloucester

Attest:

   Laurie J. Burns
   Clark of the Board

   By: Frank J. DiMarco, Director

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

C:sers\ломича\AppData\Local\Microsoft\Windows\INetCacher\Content.Outlook\MILEJOGCV20-06 County Change Order No 2 FINAL
## NEW JERSEY DEPARTMENT OF TRANSPORTATION
**LOCAL AID PROJECT**

### PROJECT
- Gloucester County Pipe Lining and Pipe Cleaning Project

### MUNICIPALITY
- Various Locations Throughout Gloucester County

### COUNTY
- Gloucester

### CONTRACTOR
- JPC Group Inc.

---

**Final adjustment of quantities and the addition of item S-7 to going in an existing pipe.**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>REDUCTIONS</th>
<th>Quantity (ft)</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>16&quot; Diameter Pipe Lining</td>
<td></td>
<td>88</td>
<td>$220.00</td>
<td>$19,220.00</td>
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<tr>
<td>3</td>
<td>18&quot; Diameter Pipe Lining</td>
<td></td>
<td>220</td>
<td>$230.00</td>
<td>$50,600.00</td>
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<tr>
<td>5</td>
<td>24&quot; Diameter Pipe Lining</td>
<td></td>
<td>243</td>
<td>$330.00</td>
<td>$80,190.00</td>
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<tr>
<td>7</td>
<td>30&quot; Diameter Pipe Lining</td>
<td></td>
<td>45</td>
<td>$402.00</td>
<td>$19,090.00</td>
</tr>
<tr>
<td>12</td>
<td>36&quot;x24&quot; (32&quot; Equivalent) Diameter Pipe Lining</td>
<td></td>
<td>3</td>
<td>$626.00</td>
<td>$1,878.00</td>
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<tr>
<td>S-5</td>
<td>18&quot; High Density Polyethylene Pipe</td>
<td></td>
<td>1</td>
<td>$300.00</td>
<td>$300.00</td>
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</table>

**TOTAL REDUCTIONS** | $170,485.00

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>EXTRAS</th>
<th>Quantity (ft)</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>12&quot; Diameter Pipe Lining</td>
<td></td>
<td>286</td>
<td>$190.00</td>
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<tr>
<td>9</td>
<td>60&quot; Diameter Pipe Lining</td>
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<td>$1,850.00</td>
<td>$16,650.00</td>
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<tr>
<td>11</td>
<td>34&quot;x22&quot; (22&quot; Equivalent) Diameter Pipe Lining</td>
<td></td>
<td>8</td>
<td>$700.00</td>
<td>$5,600.00</td>
</tr>
<tr>
<td>13</td>
<td>49&quot;x33&quot; (42&quot; Equivalent) Diameter Pipe Lining</td>
<td></td>
<td>9</td>
<td>$1,150.00</td>
<td>$10,350.00</td>
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<tr>
<td>14</td>
<td>Video Inspection of Pipe</td>
<td></td>
<td>5412</td>
<td>$11.00</td>
<td>$59,532.00</td>
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<tr>
<td>15</td>
<td>Cleaning of Existing Pipe, 12&quot; to 21&quot; Pipe</td>
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<td>1229</td>
<td>$25.00</td>
<td>$30,725.00</td>
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<tr>
<td>16</td>
<td>Cleaning of Existing Pipe, 24&quot; to 60&quot; Pipe</td>
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<td>1425</td>
<td>$30.00</td>
<td>$42,750.00</td>
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<tr>
<td>20</td>
<td>Traffic Director, Flagger</td>
<td></td>
<td>110.5</td>
<td>$96.00</td>
<td>$10,560.00</td>
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</table>

**TOTAL EXTRAS** | $240,834.00

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>SUPPLEMENTALS</th>
<th>Quantity (ft)</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>S-1</td>
<td>Traffic Director, Flagger</td>
<td></td>
<td>61</td>
<td>$70.00</td>
<td>$4,270.00</td>
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<tr>
<td>S-7</td>
<td>Grouting in abandoned 16&quot; CMP</td>
<td></td>
<td>42</td>
<td>$135.29</td>
<td>$5,692.18</td>
</tr>
</tbody>
</table>

**TOTAL SUPPLEMENTALS** | $10,122.18

---

**Amount of Original Contract** | $998,750.00
**Amount of Original Contract + Change Order No. 1** | $1,107,787.50
**Amount of Original Contract + Change Order No. 12** | $1,198,938.73
**% Change in Contract** | 18.9744%

---

**Approved:**

- Vincent M. Veitsema, P.E.
- Gloucester County Engineer

---

**Date:**

- 3-6-22

---

**Frank J. DiMarco**

- Director

---

**Date:**

- 3-14-22

---

**Contractor:**

- JPC Group Inc.
RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH RPM LANDSCAPE CONTRACTOR, LLC

WHEREAS, by Resolution adopted July 24, 2019, the County of Gloucester ("County") awarded a contract to RPM Landscape Contractor, LLC for trimming and removal of trees at various County parks, as per PD-019-036, from August 5, 2019 to August 4, 2021 in an amount not to exceed $90,000.00 per year, with the County having the option to extend the contract for one (1) two-year period or two (2) one-year periods; and

WHEREAS, by Resolution adopted July 7, 2021, the County exercised its option to extend the contract for a two-year period from August 4, 2021 to August 3, 2023; and

WHEREAS, an amendment to the contract is necessary due to additional unforeseen services required for upcoming work scheduled throughout the County on roads and in parks, thereby necessitating an increase in the contract in an amount not to exceed $18,000.00, resulting in a new total contract amount not to exceed $108,000.00 through August 3, 2022; and

WHEREAS, the contract was awarded for estimated units of service on an as-needed basis and is therefore open-ended, which does not obligate the County to make any purchase or engage any service so that no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized to execute and the Clerk of the Board is directed to attest to an amendment to the contract with RPM Landscape Contractor, LLC for additional unforeseen services required for upcoming work scheduled throughout the County on roads and in parks, and increasing the contract in an amount not to exceed $18,000.00, for a new total contract amount not to exceed $108,000.00 through August 3, 2022.

BE IT FURTHER RESOLVED that prior to any service rendered 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 purpose 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 County Commissioners of the County of Gloucester held on July 20, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
AMENDMENT TO CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
RPM LANDSCAPE CONTRACTOR, LLC

THIS is an amendment to a contract which was entered into on the 24th day of July, 2019, between the COUNTY OF GLOUCESTER, with administrative offices at 2 S. Broad Street, Woodbury, NJ 08096, hereinafter referred to as “County”, and RPM LANDSCAPE CONTRACTOR, LLC, of 125 Pomona Road, Galloway, NJ 08205, hereinafter referred to as “Contractor”.

NOW, THEREFORE, in further consideration for the mutual promises made by and between County and Contractor in the above-described contract, the parties hereby agree to a third amendment to the contract as follows:

This Amendment is necessary due to additional unforeseen services required due to upcoming work scheduled throughout the County on roads and in the parks, as per PD-19-036, thereby necessitating an increase in the contract in an amount not to exceed $18,000.00, for a new total contract amount not to exceed $108,000.00 through August 3, 2022.

ALL OTHER TERMS and provisions of the contract and the conditions set forth therein that are consistent with this addendum shall remain in full force and effect.

THIS AMENDMENT is effective as of the 20th day of July, 2022.

ATTEST:                              COUNTY OF GLOUCESTER

Laurie J. Burns,
CLerk OF THE BOARD

FRANK J. DIMARCO, DIRECTOR

ATTEST:                              RPM LANDSCAPE CONTRACTOR, LLC

____________________________________

By: ROBERT MILLER
Title: MANAGING MEMBER
## TRIMMING AND/OR REMOVAL OF TREES FOR THE COUNTY OF GLoucester AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>REGULAR MAINTENANCE (NON-PREVAILING WAGE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>Ground Man (as needed) per hour rate</td>
<td>$40.00</td>
</tr>
<tr>
<td>B.</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>C.</td>
<td>Flagman (as needed) per hour rate</td>
<td>$20.00</td>
</tr>
<tr>
<td>D.</td>
<td>Stump Removal/Standing per hour rate</td>
<td>$165.00</td>
</tr>
<tr>
<td>E.</td>
<td>Emergency (8 hours response) per hour time and material</td>
<td>$150.00</td>
</tr>
</tbody>
</table>

## CONSTRUCTION, RENOVATION, REPAIR OR DEMOLITION (SUBJECT TO PREVAILING WAGE)

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>CONSTRUCTION, RENOVATION, REPAIR OR DEMOLITION (SUBJECT TO PREVAILING WAGE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>Ground Man (as needed) per hour rate</td>
<td>$80.00</td>
</tr>
<tr>
<td>B.</td>
<td>Flagman (as needed) per hour rate</td>
<td>$80.00</td>
</tr>
<tr>
<td>C.</td>
<td>Stump Removal/Standing per hour rate</td>
<td>$225.00</td>
</tr>
<tr>
<td>D.</td>
<td>Emergency (8 hours response) per hour time and material</td>
<td></td>
</tr>
</tbody>
</table>

**Variations:**
- **NONE**

**Will you extend your prices to local government entities within the County?**
- **YES**
- **NO**

Bid specifications sent to:
- Don's Lawn Mower
- The Blue Book
- Hypertion Tree
- Maple Leaf Lawn Care
- Bergin Tree Service
- Stihl
- Mercer Technologies Inc.
- Education Intelligence, Inc.
- Greg Smith Tree Service

**THIS IS A TWO (2) YEAR CONTRACT WITH TWO (2) YEAR EXTENSIONS OR TWO (2) ONE (1) YEAR EXTENSIONS**

Based upon the bids received, I recommend RPM Landscape Contractor be awarded the contract as the lowest responsive, responsible bidder.

Sincerely,

Kimberly Larrow, Qualified Purchasing Agent
RESOLUTION AUTHORIZING EXTENSION OF THE COUNTY’S PURCHASE OPTION WITH VERIZON CONNECT NWF, INC. VIA THE SOURCEWELL NATIONAL COOPERATIVE PRICING SYSTEM FROM JULY 7, 2022 TO JULY 6, 2023 IN AN AMOUNT NOT TO EXCEED $90,000.00

WHEREAS, the County of Gloucester (“County”) adopted a Resolution on July 7, 2021, authorizing the purchase of vehicle tracking subscriptions from Verizon Connect NWF, Inc. via the Sourcewell National Cooperative Pricing System, Number 020221-NWF at $17.45 per unit, per month, from July 7, 2021 to July 6, 2022, in an amount not to exceed $90,000.00, with the option to extend for one (1) year; and

WHEREAS, the County desires to exercise the option to extend for one (1) year from July 7, 2022 to July 6, 2023; and

WHEREAS, the purchase(s) shall be for estimated units on an as-needed basis and is therefore open-ended, which does not obligate the County to make any minimum purchase, so that no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the purchase option is hereby extended with Verizon Connect NWF, Inc. via the Sourcewell National Cooperative Pricing System, Number 020221-NWF for a period of one (1) year from July 7, 2022 to July 6, 2023 at $17.45 per unit, per month, in an amount not to exceed $90,000.00; and

BE IT FURTHER RESOLVED that prior to any purchase made 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 would be paid.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on July 20, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION AUTHORIZING THE EXECUTION OF A JOINT BILLING AGREEMENT WITH VIRTUA HEALTH, INC. FOR THE PROVISION OF EMERGENCY MEDICAL SERVICES BILLING, FROM JULY 7, 2022 TO JULY 6, 2023

WHEREAS, Virtua Health, Inc. with an address of 523 Fellowship Rd., Suite 270, Mt. Laurel, New Jersey 08054, is an ambulance service licensed by the State of New Jersey to provide advanced life support emergency medical services, and on occasion provides such services working in conjunction with basic life support units in its service areas; and

WHEREAS, County of Gloucester (County) is an ambulance service licensed by the State of New Jersey to provide basic life support emergency medical services and patient transportation, serving areas within Virtua Health, Inc. coverage area; and

WHEREAS, on occasion, the parties jointly provide pre-hospital emergency medical services (EMS) to patients, with Virtua Health, Inc. providing paramedic services when necessary and the County providing basic life support care and patient transportation; and

WHEREAS, the parties established an agreement for the joint provision and billing of their basic and advanced life support services on those occasions enumerated in the contract to be entered into by and between the parties, which contract is the subject of this resolution; and

WHEREAS, this contract was 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; and

WHEREAS, the parties agree to enter said contract for a one-year period from July 7, 2022 to July 6, 2022, whereby it is agreed that Virtua Health, Inc. shall pay the County of Gloucester the sum of $432.74 for each patient covered by Medicare and $74.50 for each patient covered by Medicaid.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the Joint Billing Agreement between the County of Gloucester and Virtua Health, Inc. for the joint provision and billing of their basic and advanced life support services for the period of one year, from July 7, 2022 to July 6, 2023; and

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service and amount of the contract, if applicable, and that this Resolution and the contract are on file and available for public inspection in the office of the Clerk of Gloucester County, 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 County Commissioners of the County of Gloucester held on Wednesday, July 20, 2022 at Woodbury, New Jersey.

ATTEST: COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK OF THE BOARD

FRANK J. DIMARCO, DIRECTOR
JOINT BILLING AGREEMENT
FOR ALS – BLS SERVICES

by and between the
COUNTY OF GLOUCESTER, NEW JERSEY

AND

VIRTUA HEALTH, INC.

Dated: July 20, 2022

Prepared by: Eric M. Campo,
County Counsel
THIS AGREEMENT, made this 20th day of July, 2022, by and between Virtua Health, Inc, a New Jersey not-for-Profit Corporation (hereinafter referred to as "ALS") and the County of Gloucester, a New Jersey county government (hereinafter referred to as "BLS").

RECITALS

WHEREAS, ALS is an emergency medical service licensed by the State of New Jersey to provide advanced life support emergency medical services, and on occasion provides such services working in conjunction with basic life support units in its service areas; and

WHEREAS, BLS is an emergency medical service licensed by the State of New Jersey to provide basic life support emergency medical services and patient transportation, serving areas within ALS's coverage area; and

WHEREAS, on occasion, the parties jointly provide pre-hospital emergency medical services (EMS) to patients, with ALS providing paramedic services when necessary and BLS providing basic life support care and patient transportation; and

WHEREAS, the parties intend to establish an arrangement for the joint provision and billing of their basic and advanced life support services on those occasions enumerated herein.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be legally bound, hereby mutually agree as follows:

1. **Scope.** This Agreement is applicable to services rendered to Medicare and Medicaid beneficiaries only.

2. **Services.** When dispatched by the applicable emergency communications center ("ECC"), requested by the other party, requested by the patient, or otherwise, the parties agree to provide services to the other as follows:

   a. ALS shall provide Paramedic Services at the incident location or rendezvous point and in transit on the BLS ambulance in accordance with applicable laws and regulations and shall be entitled to board the BLS ambulance with its personnel and equipment necessary to provide advanced life support care and treatment to the patient.

   b. For purposes of this Agreement, "Paramedic Services" are defined as the provision of advanced life support paramedic-level care at the scene of an incident or while en route to a hospital or other medical facility and includes all occasions in which a patient is under the care of ALS paramedic personnel. Paramedic Services do not include occasions when ALS is cancelled pursuant to applicable
procedures or protocols prior to ALS arrival at the scene and/or does not accompany the patient to the receiving emergency department.

c. BLS shall provide ambulance transportation services from the point of origin or incident location and/or ALS rendezvous point to the hospital or other destination, and, at minimum, EMT-Level support in accordance with applicable laws and regulations. BLS shall permit ALS to board the BLS ambulance with its personnel and equipment necessary to provide advanced life support care and treatment to the patient at the incident location, rendezvous point and in transit to the hospital or other destination.

d. This agreement shall not apply to situations where BLS is capable of providing (and in fact does) treatment and transport of a patient requiring only Basic Life Support level services, without any assistance from ALS. This agreement shall also not apply to situations where ALS is the sole entity that provides treatment and transport of the patient without the involvement of BLS. In these cases, the entity providing the treatment and transport without assistance from the other shall bill at the appropriate level and retain reimbursement without obligation to split reimbursement with the other party.

3. Qualifications.

a. The parties hereby covenant and agree that they will at all times maintain their Mobile Intensive Care or Basic Life Support service license in good standing and staff their vehicles with the appropriately trained and certified personnel as required by applicable law and by this Agreement. The parties further agree that each party will ensure that their respective vehicles will at all times be equipped with the equipment and supplies as required by the New Jersey Department of Health for ALS and BLS-Level services.

b. The parties warrant and represent that they are enrolled providers currently in good standing in the Medicare and Medicaid programs and are not the subject of any pending actions, investigations or prosecutions, whether civil, criminal or administrative, relating to their billing or reimbursement practices, and that neither party shall employ or utilize individuals for the performance of services hereunder who have been excluded from any state or federal health care program, to the best of their information, knowledge or belief.

4. Consideration and Billing.

a. As consideration for the promises made in this Agreement, ALS shall pay to BLS the following fees for the services provided by BLS:

1. ALS shall pay BLS a fee for all calls which satisfy the "ALS 1" level of service (either emergency or non-emergency), and "ALS 2" level of service, as they are defined in the Medicare Ambulance Fee Schedule,
42 CFR §414.601 et seq., which is incorporated herein by reference, and in Section 2(b) of this Agreement. The rate of pay shall be as follows:

$432.74 per call for calls occurring during the period July 7, 2022 to July 6, 2023. This subsection is subject to the rate change provisions of Paragraph 4g.

ALS shall pay BLS a fee of $74.50 for each patient who is covered by Medicaid insurance only.

b. The fees set forth herein shall be paid to BLS by ALS no later than thirty (30) days following the date that ALS receives a copy of its invoice from BLS. Receipt of invoice by electronic means shall be sufficient under this paragraph. Access to the BLS patient care report shall be made available to ALS via EMS charts.

c. For any emergency medical services jointly provided by ALS and billed jointly by BLS, BLS shall not submit claims or otherwise seek payment from any source.

d. For services provided within the scope of this Agreement, the parties shall be deemed to be acting in concert for the provision of pre-hospital emergency medical services.

e. ALS shall be solely responsible for submitting Medicare or Medicaid claims for services provided hereunder in accordance with applicable Medicare guidelines.

f. For services provided pursuant to this Agreement, ALS shall submit one claim covering both ALS and BLS services to the appropriate carrier or payer utilizing ALS’s provider number. In no event shall more than one claim per trip be submitted where not permitted by law.

g. Compensation is based on the Medicare/Medicaid allowable rate. Should this rate change by law during the course of this agreement, the compensation will be adjusted accordingly by administrative means as soon as practicable after such rate change. "By administrative means" means that an appropriate representative or agent of the party first discovering the rate change will contact an appropriate representative or agent of the other party, in writing or by e-mail, to advise of the rate change and compensation adjustment.

5. Sharing of Information and Documentation and Respect of Privacy. The parties agree to share all patient care and billing information necessary to properly submit claims, including patient care reports and billing slips. Each party shall within thirty (30) days of receiving any requests for information or documents from the patient, the Centers for Medicare and Medicaid Services (CMS) or its authorized carrier or intermediary, other
payment source, or other state or federal agency with oversight of the billing and patient care practices of the parties pursuant to this Agreement, make available to the other party any and all such records requested. All information or documents exchanged between the parties related to personal health information of a patient shall be exchanged in compliance with all privacy laws and rules, including the privacy rule established under the Health Insurance Portability and Accountability Act (HIPAA). Both parties agree to maintain policies to protect the confidentiality of patient information to the extent required by law and to educate and enforce such policies with their respective personnel.

6. Compliance. Each party is responsible for monitoring and ensuring its own compliance with all applicable state and federal laws and regulations pertaining to billing and reimbursement for its services. However, either party that becomes aware of a violation of any such state or federal laws or regulations agrees to immediately notify the other party so it may address the matter.

7. Term. The term of this Agreement shall be for a one-year period, from July 7, 2022 to July 6, 2023, unless terminated by either party upon the occurrence of an Event of Default.

8. Termination. This Agreement may be terminated sooner on the first to occur of any of the following:

a. Termination by Agreement. In the event ALS and BLS shall mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.

b. Termination on Notice of Default. Each of the following shall be an "Event of Default" under this Agreement entitling the non-defaulting party to declare this Agreement void and of no further force and effect after providing five (5) days written notice, including notice by electronic means, to the defaulting party, which time period shall commence upon receipt of such notice by the defaulting party:

i. If either party fails to maintain any licenses, permits or certifications required to do business or is excluded from any state or federal health care program.

ii. If either party fails to keep in force the insurance policies required to be maintained by it hereunder.

iii. If either party is unable to pay its debts generally as they become due, files a petition to be adjudicated a voluntary bankrupt in bankruptcy or a similar petition under any insolvency act, makes an assignment for the benefit of its creditors, or consents to the appointment of a receiver of itself or of the whole or any substantial part of it property.
iv. If ALS fails to pay BLS any amount owed within 30 days in accordance with Paragraph 4.b. Termination by BLS pursuant to this subsection will not relieve ALS of its obligation to pay all amounts due to BLS.

v. If any of the representations and warranties of either party as set forth in this Agreement shall be false or misleading in any material respect.

vi. If any party materially breaches its promises or responsibilities as set forth in this Agreement.

c. **Termination without Notice of Default.** If ALS fails to pay BLS any amount owed within 60 days following the date that ALS receives a copy of an invoice from BLS, including a copy sent by electronic means, this Agreement may be automatically terminated at the option of BLS, without the need for BLS to send advance notice to ALS. Termination by BLS under this subsection will not relieve ALS of its obligation to pay all amounts due to BLS.

d. **Notice of Termination.** Either party may terminate this Agreement for any reason whatsoever or no reason, upon Ninety (90) days advance written notice to the non-terminating party.

9. **Notices.** Notices required to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) three days after mailing by the party when notices are sent by first class mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report or by electronic means); or (iii) upon receipt (if sent by hand delivery or courier service)

**ALS:**

Scott A.J. Cefit MJ, MICP  
Virtua EMS Director of Field Operations  
523 Fellowship Road, Suite 270  
Mt. Laurel NJ 08054

With a cc to:

General Counsel  
Virtua Health, Inc.  
Executive Offices – 4th Floor  
Legal Department  
303 Lippincott Drive  
Marlton, New Jersey 08053
10. **Insurance.**

   a. **Automobile Liability Insurance.** Each party will maintain, at its sole cost and expense, automobile liability insurance with limits of no less than $1 million per occurrence, $3 million aggregated.

   b. **Workers' Compensation Insurance.** Each party will maintain, at its sole cost and expense, Workers' Compensation insurance in the amount required by law for each party's own personnel.

   c. **Commercial General Liability Insurance.** Each party will maintain, at its sole cost and expense, general liability insurance in the minimum amount of one million dollars ($1,000,000) per occurrence, three million dollars ($3,000,000) annual aggregate, on an occurrence basis.

   d. **Proof of Insurance.** All insurance policies required under this Paragraph are to be issued by insurers licensed to do business in the State of New Jersey. Proof of insurance as required to be carried under this Paragraph shall be made available to the other party upon reasonable notice.

   e. **Certificates of Insurance.** Each party agrees to provide the other party with certificates of insurance evidencing all insurance coverage required under this Paragraph upon request of the other party. Each party agrees to notify the other party in writing thirty (30) days before making any changes in the amounts of such coverage.

11. **Warranty of Non-Exclusion from Federal Programs.** Each party to the Agreement represents that: (i) it is not currently excluded from participating in any federal or state funded health care program, including Medicare and Medicaid, and (ii) it has never been excluded by any of the aforementioned programs. Each party agrees to notify the other of any imposed exclusions or sanctions covered by this warranty, and the notified party reserves the right to terminate the Agreement upon receipt of such notice. The obligation of the excluded party to notify the other party of any exclusions or sanctions, and the right of the other party to terminate the contract, accrues when the excluded party first receives notice from the federal agency of the pending exclusion. If such an exclusion or sanction should occur, the non-excluded, non-sanctioned party may terminate this Agreement.

12. **Entire Agreement.** This Agreement, including any schedules or exhibits hereto,
constitutes the sole and only agreement of the parties regarding its subject matter and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter. Neither party has received or relied upon any written or oral representations to induce it to enter into this Agreement except that each party has relied only on any written representations contained herein.

13. **Amendments.** No agreement or understandings varying or extending this Agreement shall be binding upon the parties unless it is memorialized in a written amendment signed by an authorized officer or other authorized representative of both parties.

14. **Construction.** In the event that anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. The parties intend to comply fully with all applicable state and federal laws and regulations, including but not limited to the Balanced Budget Act, the Social Security Act, the Medicare Anti-Kickback Statute, the False Claims Act, the Health Insurance Portability and Accountability Act and all applicable state and federal fraud and abuse laws and rules thereunder, and this Agreement shall at all times be interpreted accordingly. In the event either party becomes aware of any violations of such statutes or regulations, whether intentional or inadvertent, it shall promptly notify the other party. Insofar as any terms or conditions of this Agreement are determined to be contrary to any such statutes or regulations, the parties will promptly and in good faith confer and resolve any issues so as to make the performance of this Agreement consistent with all applicable statutes and regulations.

15. **Complaints.** The parties agree that all complaints or unusual incidents involving personnel or service of the other party in the performance of this Agreement will be promptly reported in writing to the other party.

16. **Independent Contractor Relationship.** The relationship of the parties is that of independent contractors. Neither party shall be deemed to be the agent or partner or fiduciary of the other, and neither is authorized to take any action binding upon the other.

17. **No Third-Party Rights.** This Agreement is entered into by and between the parties hereto and for their benefit. There is no intent by either party to create or establish a third-party beneficiary or status or rights in any other person, subscriber or other person or entity, third party shall have any right to enforce or any right to enjoy any benefit created or established under this Agreement.

18. **Warranty of Non-Exclusion from Federal Programs.** Each party to the Agreement represents that: (i) it is not currently excluded or threatened with exclusion, from participating in and federal or state funded health care program, including Medicare and Medicaid, and (ii) it has never been excluded by any of the aforementioned programs. If such an exclusion or sanction should occur, the non-
excluded, non-sanctioned party may terminate this Agreement.

19. **Further Assurances.** The parties agree to execute such other documents as may be required to implement the terms and provisions and fulfill the intent of this Agreement.

20. **Governing Law.** This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of New Jersey.

21. **Waiver of Breach.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions thereof.

22. **Assignment.** No assignment or transfer of this Agreement by either party, in whole or in part, whether by operation of law or otherwise, may be made without the prior written consent of the other party. Consent not to be unreasonably withheld.

23. **Authorization of Agreement.** Each party represents and warrants, each to the other with respect to itself, that the execution and delivery of this Agreement has been duly authorized and the individual executing this Agreement on behalf of each party respectively has full power and authority to do so.

**INTENDING TO BE LEGALLY BOUND,** the parties have executed this Agreement on the date first above written.

ATTEST: 

Laurie J. Burns, 
Clerk of the Board 

COUNTY OF GLOUCESTER 

Frank J. Dimarco, Director 

Virtua Health, Inc. 

ATTEST: 

(Please Print Name)
RESOLUTION AUTHORIZING THE EXECUTION OF A JOINT BILLING AGREEMENT WITH INSPIRA MEDICAL CENTERS, INC., FOR THE PROVISION OF EMERGENCY MEDICAL SERVICES BILLING, FROM JULY 7, 2022 TO JULY 6, 2023

WHEREAS, Inspira Medical Centers, Inc. (Inspira) with an address of 165 Bridgeton Pike, Mullica Hill, New Jersey 08062 is an ambulance service licensed by the State of New Jersey to provide advanced life support emergency medical services, and on occasion provides such services working in conjunction with basic life support units in its service areas; and

WHEREAS, County of Gloucester (County) is an ambulance service licensed by the State of New Jersey to provide basic life support emergency medical services and patient transportation, serving areas within Inspira coverage area; and

WHEREAS, on occasion, the parties jointly provide pre-hospital emergency medical services (EMS) to patients, with Inspira providing paramedic services when necessary and the County providing basic life support care and patient transportation; and

WHEREAS, the parties intend to establish an agreement for the joint provision and billing of their basic and advanced life support services on those occasions enumerated in the contract to be entered into by and between the parties, which contract is the subject of this resolution; and

WHEREAS, this contract was awarded without public advertising for bids pursuant to the provisions of the Local Public Contacts 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; and

WHEREAS, the parties agree to enter said contract for a one-year period, from July 7, 2022 to July 6, 2023, whereby it is agreed that Inspira shall pay the County of Gloucester the sum of $432.74 for each patient covered by Medicare and $74.50 for each patient covered by Medicaid.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the Joint Billing Agreement between the County of Gloucester and Inspira Medical Centers, Inc. for the joint provision and billing of their basic and advanced life support services for the period of one year, from July 7, 2022 to July 6, 2023; and

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service and amount of the contract, if applicable, and that this Resolution and the contract are on file and available for public inspection in the office of the Clerk of Gloucester County, 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 County Commissioners of the County of Gloucester held on Wednesday, July 20, 2022 at Woodbury, New Jersey.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, 
CLERK OF THE BOARD

FRANK J. DIMARCO, DIRECTOR
JOINT BILLING AGREEMENT
FOR ALS – BLS SERVICES

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

AND

INSPIRA MEDICAL CENTERS, INC.

Dated: July 20, 2022

Prepared by: Eric M. Campo,
County Counsel
THIS AGREEMENT, made this 20th day of July, 2022, by and between Inspira Medical Centers, Inc., a New Jersey nonprofit corporation (hereinafter referred to as "ALS") and the County of Gloucester, a New Jersey county government (hereinafter referred to as "BLS").

RECITALS

WHEREAS, ALS is an emergency medical service licensed by the State of New Jersey to provide advanced life support emergency medical services, and on occasion provides such services working in conjunction with basic life support units in its service areas; and

WHEREAS, BLS is an emergency medical service licensed by the State of New Jersey to provide basic life support emergency medical services and patient transportation, serving areas within ALS's coverage area; and

WHEREAS, on occasion, the parties jointly provide pre-hospital emergency medical services (EMS) to patients, with ALS providing paramedic services when necessary and BLS providing basic life support care and patient transportation; and

WHEREAS, the parties intend to establish an arrangement for the joint provision and billing of their basic and advanced life support services on those occasions enumerated herein.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be legally bound, hereby mutually agree as follows:

1. **Scope.** This Agreement is applicable to services rendered to Medicare and Medicaid beneficiaries only.

2. **Services.** When dispatched by the applicable emergency communications center ("ECC"), requested by the other party, requested by the patient, or otherwise, the parties agree to provide services to the other as follows:

   a. ALS shall provide Paramedic Services at the incident location or rendezvous point and in transit on the BLS ambulance in accordance with applicable laws and regulations and shall be entitled to board the BLS ambulance with its personnel and equipment necessary to provide advanced life support care and treatment to the patient.

   b. For purposes of this Agreement, "Paramedic Services" are defined as the provision of advanced life support paramedic-level care at the scene of an incident or while en route to a hospital or other medical facility and includes all occasions in which a patient is under the care of ALS paramedic personnel. Paramedic Services do not include occasions when ALS is cancelled pursuant to applicable
procedures or protocols prior to ALS arrival at the scene and/or does not accompany the patient to the receiving emergency department.

c. BLS shall provide ambulance transportation services from the point of origin or incident location and/or ALS rendezvous point to the hospital or other destination, and, at minimum, EMT-Level support in accordance with applicable laws and regulations. BLS shall permit ALS to board the BLS ambulance with its personnel and equipment necessary to provide advanced life support care and treatment to the patient at the incident location, rendezvous point and in transit to the hospital or other destination.

d. This agreement shall not apply to situations where BLS is capable of providing (and in fact does) treatment and transport of a patient requiring only Basic Life Support level services, without any assistance from ALS. This agreement shall also not apply to situations where ALS is the sole entity that provides treatment and transport of the patient without the involvement of BLS. In these cases, the entity providing the treatment and transport without assistance from the other shall bill at the appropriate level and retain reimbursement without obligation to split reimbursement with the other party.

3. Qualifications.

a. The parties hereby covenant and agree that they will at all times maintain their Mobile Intensive Care or Basic Life Support service license in good standing and staff their vehicles with the appropriately trained and certified personnel as required by applicable law and by this Agreement. The parties further agree that each party will ensure that their respective vehicles will at all times be equipped with the equipment and supplies as required by the New Jersey Department of Health for ALS and BLS-Level services.

b. The parties warrant and represent that they are enrolled providers currently in good standing in the Medicare and Medicaid programs and are not the subject of any pending actions, investigations or prosecutions, whether civil, criminal or administrative, relating to their billing or reimbursement practices, and that neither party shall employ or utilize individuals for the performance of services hereunder who have been excluded from any state or federal health care program, to the best of their information, knowledge or belief.

4. Consideration and Billing.

a. As consideration for the promises made in this Agreement, ALS shall pay to BLS the following fees for the services provided by BLS:

1. ALS shall pay BLS a fee for all calls which satisfy the "ALS 1" level of service (either emergency or non-emergency), and "ALS 2" level of service, as they are defined in the Medicare Ambulance Fee Schedule,
42 CFR §414.601 et seq., which is incorporated herein by reference, and in Section 2(b) of this Agreement. The rate of pay shall be as follows:

$432.74 per call for calls occurring during the period July 7, 2022 to July 6, 2023. This subsection is subject to the rate change provisions of Paragraph 4g.

ALS shall pay BLS a fee of $74.50 for each patient who is covered by Medicaid insurance only.

b. The fees set forth herein shall be paid to BLS by ALS no later than thirty (30) days following the date that ALS receives a copy of its invoice from BLS. Receipt of invoice by electronic means shall be sufficient under this paragraph. Access to the BLS patient care report shall be made available to ALS via EMS charts.

c. For any emergency medical services jointly provided by ALS and BLS and billed jointly by ALS, BLS shall not submit claims or otherwise seek payment from any source.

d. For services provided within the scope of this Agreement, the parties shall be deemed to be acting in concert for the provision of pre-hospital emergency medical services.

e. ALS shall be solely responsible for submitting Medicare or Medicaid claims for services provided hereunder in accordance with applicable Medicare guidelines.

f. For services provided pursuant to this Agreement, ALS shall submit one claim covering both ALS and BLS services to the appropriate carrier or payer utilizing ALS's provider number. In no event shall more than one claim per trip be submitted where not permitted by law.

5. **Sharing of Information and Documentation and Respect of Privacy.** The parties agree to share all patient care and billing information necessary to properly submit claims, including patient care reports and billing slips. Each party shall within thirty (30) days of receiving any requests for information or documents from the patient, the Centers for Medicare and Medicaid Services (CMS) or its authorized carrier or intermediary, other
payment source, or other state or federal agency with oversight of the billing and patient care practices of the parties pursuant to this Agreement, make available to the other party any and all such records requested. All information or documents exchanged between the parties related to personal health information of a patient shall be exchanged in compliance with all privacy laws and rules, including the privacy rule established under the Health Insurance Portability and Accountability Act (HIPAA). Both parties agree to maintain policies to protect the confidentiality of patient information to the extent required by law and to educate and enforce such policies with their respective personnel.

6. **Compliance.** Each party is responsible for monitoring and ensuring its own compliance with all applicable state and federal laws and regulations pertaining to billing and reimbursement for its services. However, either party that becomes aware of a violation of any such state or federal laws or regulations agrees to immediately notify the other party so it may address the matter.

7. **Term.** The term of this Agreement shall be for a one-year period, from July 7, 2022 to July 6, 2023, unless terminated by either party upon the occurrence of an Event of Default.

8. **Termination.** This Agreement may be terminated sooner on the first to occur of any of the following:

   a. **Termination by Agreement.** In the event ALS and BLS shall mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.

   b. **Termination on Notice of Default.** Each of the following shall be an "Event of Default" under this Agreement entitling the non-defaulting party to declare this Agreement void and of no further force and effect after providing five (5) days written notice, including notice by electronic means, to the defaulting party, which time period shall commence upon receipt of such notice by the defaulting party:

      i. If either party fails to maintain any licenses, permits or certifications required to do business or is excluded from any state or federal health care program.

      ii. If either party fails to keep in force the insurance policies required to be maintained by it hereunder.

      iii. If either party is unable to pay its debts generally as they become due, files a petition to be adjudicated a voluntary bankrupt in bankruptcy or a similar petition under any insolvency act, makes an assignment for the benefit of its creditors, or consents to the appointment of a receiver of itself or of the whole or any substantial part of it property.
iv. If ALS fails to pay BLS any amount owed within 30 days in accordance with Paragraph 4.b. Termination by BLS pursuant to this subsection will not relieve ALS of its obligation to pay all amounts due to BLS.

v. If any of the representations and warranties of either party as set forth in this Agreement shall be false or misleading in any material respect.

vi. If any party materially breaches its promises or responsibilities as set forth in this Agreement.

c. **Termination without Notice of Default.** If ALS fails to pay BLS any amount owed within 60 days following the date that ALS receives a copy of an invoice from BLS, including a copy sent by electronic means, this Agreement may be automatically terminated at the option of BLS, without the need for BLS to send advance notice to ALS. Termination by BLS under this subsection will not relieve ALS of its obligation to pay all amounts due to BLS.

d. **Notice of Termination.** Either party may terminate this Agreement for any reason whatsoever or no reason, upon Ninety (90) days advance written notice to the non-terminating party.

9. **Notices.** Notices required to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) three days after mailing by the party when notices are sent by first class mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report or by electronic means); or (iii) upon receipt (if sent by hand delivery or courier service).

**ALS:**

General Counsel
Inspira Medical Centers, Inc.
165 Bridgeton Pike
Mullica Hill, New Jersey 08062

**BLS:**

Chad M. Bruner, County Administrator
County of Gloucester
Two S. Broad Street
Woodbury, NJ 08096
10. Insurance.

a. Automobile Liability Insurance. Each party will maintain, at its sole cost and expense, automobile liability insurance with limits of no less than $1 million per occurrence, $3 million aggregated.

b. Workers' Compensation Insurance. Each party will maintain, at its sole cost and expense, Workers' Compensation insurance in the amount required by law for each party's own personnel.

c. Commercial General Liability Insurance. Each party will maintain, at its sole cost and expense, general liability insurance in the minimum amount of one million dollars ($1,000,000) per occurrence, three million dollars ($3,000,000) annual aggregate, on an occurrence basis.

d. Proof of Insurance. All insurance policies required under this Paragraph are to be issued by insurers licensed to do business in the State of New Jersey. Proof of insurance as required to be carried under this Paragraph shall be made available to the other party upon reasonable notice.

e. Certificates of Insurance. Each party agrees to provide the other party with certificates of insurance evidencing all insurance coverage required under this Paragraph upon request of the other party. Each party agrees to notify the other party in writing thirty (30) days before making any changes in the amounts of such coverage.

11. Warranty of Non-Exclusion from Federal Programs. Each party to the Agreement represents that: (i) it is not currently excluded from participating in any federal or state funded health care program, including Medicare and Medicaid, and (ii) it has never been excluded by any of the aforementioned programs. Each party agrees to notify the other of any imposed exclusions or sanctions covered by this warranty, and the notified party reserves the right to terminate the Agreement upon receipt of such notice. The obligation of the excluded party to notify the other party of any exclusions or sanctions, and the right of the other party to terminate the contract, accrues when the excluded party first receives notice from the federal agency of the pending exclusion. If such an exclusion or sanction should occur, the non-excluded, non-sanctioned party may terminate this Agreement.

12. Entire Agreement. This Agreement, including any schedules or exhibits hereto, constitutes the sole and only agreement of the parties regarding its subject matter and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter. Neither party has received or relied upon any written or oral representations to induce it to enter into this Agreement except that each party has relied only on any written representations contained herein.

13. Amendments. No agreement or understandings varying or extending this
Agreement shall be binding upon the parties unless it is memorialized in a written amendment signed by an authorized officer or other authorized representative of both parties.

14. **Construction.** In the event that anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. The parties intend to comply fully with all applicable state and federal laws and regulations, including but not limited to the Balanced Budget Act, the Social Security Act, the Medicare Anti-Kickback Statute, the False Claims Act, the Health Insurance Portability and Accountability Act and all applicable state and federal fraud and abuse laws and rules thereunder, and this Agreement shall at all times be interpreted accordingly. In the event either party becomes aware of any violations of such statutes or regulations, whether intentional or inadvertent, it shall promptly notify the other party. In so far as any terms or conditions of this Agreement are determined to be contrary to any such statutes or regulations, the parties will promptly and in good faith confer and resolve any issues so as to make the performance of this Agreement consistent with all applicable statutes and regulations.

15. **Complaints.** The parties agree that all complaints or unusual incidents involving personnel or service of the other party in the performance of this Agreement will be promptly reported in writing to the other party.

16. **Independent Contractor Relationship.** The relationship of the parties is that of independent contractors. Neither party shall be deemed to be the agent or partner or fiduciary of the other, and neither is authorized to take any action binding upon the other.

17. **No Third-Party Rights.** This Agreement is entered into by and between the parties hereto and for their benefit. There is no intent by either party to create or establish a third-party beneficiary or status or rights in any other patient, subscriber or other person or entity, third party shall have any right to enforce or any right to enjoy any benefit created or established under this Agreement.

18. **Warranty of Non-Exclusion from Federal Programs.** Each party to the Agreement represents that: (i) it is not currently excluded or threatened with exclusion, from participating in and federal or state funded health care program, including Medicare and Medicaid, and (ii) it has never been excluded by any of the aforementioned programs. If such an exclusion or sanction should occur, the non-excluded, non-sanctioned party may terminate this Agreement.

19. **Further Assurances.** The parties agree to execute such other documents as may be required to implement the terms and provisions and fulfill the intent of this Agreement.

20. **Governing Law.** This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of New Jersey.
21. **Waiver of Breach.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions thereof.

22. **Assignment.** No assignment or transfer of this Agreement by either party, in whole or in part, whether by operation of law or otherwise, may be made without the prior written consent of the other party. Consent not to be unreasonably withheld.

23. **Authorization of Agreement.** Each party represents and warrants, each to the other with respect to itself, that the execution and delivery of this Agreement has been duly authorized and the individual executing this Agreement on behalf of each party respectively has full power and authority to do so.

**INTENDING TO BE LEGALLY BOUND,** the parties have executed this Agreement on the date first above written.

**ATTEST:**

Laurie J. Burns,
Clerk of the Board

FRANK J. DIMARCO, DIRECTOR

COUNTY OF GLOUCESTER

INSPIRA MEDICAL CENTERS, INC.

(Please Print Name)
RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH SOUTH JERSEY TRANSPORTATION AUTHORITY FOR BUS SERVICES FROM JULY 1, 2022 TO JUNE 30, 2025

WHEREAS, the County of Gloucester desires to enter into a Shared Services and Vehicle Use Agreement with South Jersey Transportation Authority (herein "the Authority") to provide bus transportation services for residents for the Pureland East/West Community Shuttle and the internal circulator within Pureland Industrial Park, and any additional transportation services as may arise during the term of this agreement; and

WHEREAS, the Authority will provide buses that will be used for the Project with the schedules and routes agreed upon by parties; and

WHEREAS, the Agreement will be from July 1, 2022 to June 30, 2025, in an amount not to exceed $400,000.00 in year one and thereafter depending on funding availability.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to the execution Shared Services Agreement with South Jersey Transportation Authority, from July 1, 2022 to June 30, 2025, in an amount not to exceed $400,000.00 in year one and thereafter depending on funding availability.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, July 20, 2022 at Woodbury, New Jersey.

ATTEST:

COUNTY OF GLOUCESTER

______________________________
LAURIE J. BURNS,
CLERK OF THE BOARD

______________________________
FRANK J. DIMARCO, DIRECTOR
SHARED SERVICES AGREEMENT

between

COUNTY OF GLOUCESTER, NEW JERSEY

and

SOUTH JERSEY TRANSPORTATION AUTHORITY

for

THE OPERATION OF SPECIFIED BUS SERVICES

Dated: July 1, 2022

Prepared by: Errrett E. Primas, Jr.,
Assistant County Counsel
<table>
<thead>
<tr>
<th>Paragraph</th>
<th>Section Topic</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Description of the Project and Services</td>
<td>3</td>
</tr>
<tr>
<td>B</td>
<td>Responsibilities</td>
<td>4</td>
</tr>
<tr>
<td>C</td>
<td>Payment</td>
<td>4</td>
</tr>
<tr>
<td>D</td>
<td>Duration of Agreement and Contingencies</td>
<td>5</td>
</tr>
<tr>
<td>E</td>
<td>Set-Off</td>
<td>5</td>
</tr>
<tr>
<td>F</td>
<td>Limitation of Delegation</td>
<td>5</td>
</tr>
<tr>
<td>G</td>
<td>Indemnification</td>
<td>5</td>
</tr>
<tr>
<td>H</td>
<td>Termination</td>
<td>5</td>
</tr>
<tr>
<td>I</td>
<td>Compliance with Laws and Regulations</td>
<td>6</td>
</tr>
<tr>
<td>J</td>
<td>Insurance</td>
<td>6</td>
</tr>
<tr>
<td>K</td>
<td>Automobile Insurance</td>
<td>7</td>
</tr>
<tr>
<td>L</td>
<td>Accidents/Incidents Involving County Vehicles</td>
<td>7</td>
</tr>
<tr>
<td>M</td>
<td>Vehicle Inspection</td>
<td>7</td>
</tr>
<tr>
<td>N</td>
<td>No Additional Waiver Implied by One Waiver</td>
<td>7</td>
</tr>
<tr>
<td>O</td>
<td>No Personal Liability</td>
<td>7</td>
</tr>
<tr>
<td>P</td>
<td>Miscellaneous</td>
<td>8</td>
</tr>
<tr>
<td>I</td>
<td>Amendment</td>
<td>8</td>
</tr>
<tr>
<td>2</td>
<td>Successors and Assigns</td>
<td>8</td>
</tr>
<tr>
<td>3</td>
<td>Severability</td>
<td>8</td>
</tr>
<tr>
<td>4</td>
<td>Counterparts</td>
<td>8</td>
</tr>
<tr>
<td>5</td>
<td>Entire Agreement</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>Further Assurances and Corrective Instruments</td>
<td>8</td>
</tr>
<tr>
<td>7</td>
<td>Headings</td>
<td>8</td>
</tr>
<tr>
<td>8</td>
<td>Non-Waiver</td>
<td>8</td>
</tr>
<tr>
<td>9</td>
<td>Governing Law</td>
<td>8</td>
</tr>
<tr>
<td>Q</td>
<td>Effective Date</td>
<td>8</td>
</tr>
<tr>
<td>R</td>
<td>Notices</td>
<td>8</td>
</tr>
</tbody>
</table>
THIS SHARED SERVICES AGREEMENT ("Agreement"), dated July 1, 2022 by and between the South Jersey Transportation Authority, a public instrumentality of the State of New Jersey (referred to as "Authority"), having its principal office at the Frank S. Farley Service Plaza, Atlantic City Expressway, Elwood, New Jersey 08217 and the County of Gloucester, a body politic and corporate of the State of New Jersey ("County"), having its principal office at 2 South Broad Street, Woodbury, New Jersey 08096.

RECITALS

WHEREAS, N.J.S.A. 40A:65-1 et seq., provides a mechanism through which governmental units and instrumentalities may enter into agreements for the provision of shared services; and

WHEREAS, the County of Gloucester (the "County") seeks to identify economies and efficiencies in the operations of County government that will reduce the tax burden on taxpayers and improve the effectiveness of services for County residents and currently desires to provide transportation services to county residents in need of recurrent hemodialysis treatments and accessibility to seniors for shopping ("Project"); and

WHEREAS, the Authority is established within the New Jersey Department of Transportation as an instrumentality of the State exercising public and essential governmental functions pursuant to N.J.S.A. 27:25A-1 et seq., by offering the traveling public safe and efficient transportation through the acquisition, construction, maintenance, operation, and support of expressway, airport, transit, parking, and other transportation projects and services, and is authorized to enter into contracts with any public or private entity to operate motorbus regular route services; and

WHEREAS, the Authority will provide the buses that will be used for the Project.

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

AGREEMENT

A. DESCRIPTION OF PROJECT AND SERVICES.

For purposes of this Agreement the Project shall consist of transportation services in accordance with the specific needs set forth by the County as it pertains to bus transportation services for residents of the County of Gloucester, for the Pureland East/West Community Shuttle and the internal circulator within Pureland Industrial Park. The County reserves the right to add transportation services contingent upon available funding. The Authority shall operate in accordance with all applicable statutes, regulations, and grant requirements.
B. RESPONSIBILITIES.

1. County’s Responsibilities:
   a. The County shall provide funding for the services consistent and in accordance with the terms, conditions, and requirements for each fiscal year that this Agreement is in effect and contingent upon the receipt of funding from the Grant.
   b. The County shall share information with the Authority to insure appropriate ridership, namely that all riders are eligible for the service as set forth under the grant(s) funding requirements.
   c. The County shall provide assistance and coordination of all transportation services in accordance and consistent with routes, standards, and needs of the County and the residents.

2. Authority’s Responsibilities:
   a. The Authority shall provide transportation of County residents pursuant to the schedule and routes agreed upon by the parties and in accordance with applicable statutes, regulations, and grant requirements.
   b. The Authority shall be responsible for costs of fueling the vehicles.
   c. The Authority shall provide monthly ridership reports to the County and coordinate with the County to ensure the needs of the residents are being met.
   d. The Authority will be responsible for all costs associated with the bus drivers including wages, benefits, insurances and the like. The drivers will operate County owned vehicles but have no agency relationship with the County.
   e. The Authority will repair and maintain all vehicles under this Agreement.

C. PAYMENT.

The County will compensate the Authority in an amount not to exceed $400,000.00 in one year and thereafter based on the availability of funding from the American Rescue Plan or other funding sources. The Authority will bill the County monthly and compensation is based per route.

The County may request additional shuttle services for any additional clients for a per diem rate of $45.00 per vehicle, per hour pending Grant availability and approval from the County.

The Authority may increase the amounts charged under the Shared Services Agreement in an amount not to exceed five-percent (5%) per year, pending Grant availability and approval from the County.
Each year the agreement value will be established by grant availability subject to the limitations as set forth below in paragraph D and will be amended annually and incorporated as part of the agreement of the parties.

D. DURATION OF AGREEMENT AND CONTINGENCIES.

This Agreement shall be effective for a period from July 1, 2022 to June 30, 2025.

E. SET-OFF.

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

F. LIMITATION OF DELEGATION.

To the extent that this Agreement constitutes a delegation of authority to the County by the Authority, this Agreement shall not be construed to delegate any authority other than the authority to perform the services described in this Agreement.

Neither County nor the Authority intends by this Agreement to create any agency relationship other than that which may be specifically required by the Shared Services Agreement Act for the limited purpose of performing the obligations of the County pursuant to the Agreement.

The parties recognize that currently there may be certain legal relationships existing between the parties with regard to other activities of the parties, and nothing in this Agreement shall be construed to be in derogation of those relationships.

G. INDEMNIFICATION.

Each party agrees to indemnify the other and their officers, agents and servants from any and all losses, claims, actions, costs, expenses, judgments, subrogation, attorney fees or other expenses which may arise by reason of any real or alleged injury or damage to the person or property of others arising out of or incidental to its responsibilities under the terms of this Agreement, to the extent caused by the negligent acts or omissions of its officers, employees, agents or contractors. Each party will maintain proper insurance covering all risks associated with the operation thereof, which may include a duly authorized self-insurance program. Nothing herein contained shall be deemed to confer upon any third person any right against the County or Authority. Nothing herein shall be deemed to create any third party rights or claims against the parties, nor waive any defense or prerequisite to liability that may exist under the New Jersey Tort Claims Act.

H. TERMINATION.

This Agreement may be terminated for any of the following:

A. If either party determines that termination is necessary for the convenience of
such party, then either party shall be permitted to terminate this Agreement on 60
days notice to the other party. Termination for convenience shall not be effective
if it shall result in a violation of any undertaking that is a condition of grant
funding, in which event termination shall be effective as of the end of the term of
grant funding.

B. If the Authority 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 Authority'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 Authority or subcontractor, where applicable, shall fail
to fulfill in timely and proper manner his obligations under this Contract, or if the
Authority 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 Authority of such termination and specifying the
effective date thereof. In such event, all finished or unfinished documents, data,
studies, and reports prepared by the Authority under this contract, shall be
forthwith delivered to the County.

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

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

F. Notwithstanding the above, either Party, where applicable, shall not be relieved of
liability to the other Party for damages sustained by either Party by virtue of any
breach of the Contract by the other Party.

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

I. COMPLIANCE WITH LAWS AND REGULATIONS.

Each party to this Agreement shall 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 Agreement.
J. INSURANCE.

The Authority shall maintain general liability and Workers' Compensation insurance in amounts, and proof of insurance coverage with a Certificate of Insurance listing, 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. The Authority shall, simultaneously with the execution of this Agreement, deliver certifications of said insurance to County, naming the County of Gloucester as an additional insured.

The Authority agrees that while this Agreement is in effect the Authority will preserve and protect the vehicle from loss and/or damage. The Authority agrees to be responsible for any loss, costs of repairs that are caused directly to the operation of the vehicle by Authority and/or its drivers and employees.

K. AUTOMOBILE INSURANCE.

The Authority shall maintain a combined single limit liability of $3,000,000 or bodily injury liability coverage of $1,000,000 per person and $3,000,000 per occurrence and property damage insurance in the amount of $250,000 and auto physical damage coverage to cover the replacement cost of any of the vehicles being utilized by Authority. The policy or policies shall designate the County as an additional insured. The Authority shall provide to the County proof of automobile insurance coverage in the form of Certificates of Insurance.

The buses designated for this Project and the vehicle identification numbers are set forth in Paragraph A above.

The primary insurance policy while the vehicle is in possession of and being used by the Authority would be Authority's insurance policy.

L. ACCIDENTS/INCIDENTS INVOLVING COUNTY VEHICLES

The Authority shall give written notice to the County within 24 hours of the Authority becoming aware of any and all accidents, property damage, personal injury or claims arising from vehicles operated by the Authority under this Agreement.

M. VEHICLE INSPECTION.

The Authority will conduct regular safety inspections and will take responsibility for meeting any safety requirements established by local, state, or federal regulation.

N. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

In the event that any agreement which is contained in this Agreement should be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

O. 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 Authority or County, in his or her individual capacity, and neither the officers, agents or employees of the Authority or County 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.

P. 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 Authority and their respective successors and assigns.

3. Severability. In the event that any provision of this 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 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 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 Authority 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 Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

8. 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, or any of them, of any right which is not explicitly waived in this Agreement.

9. Governing Law. The terms of this 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.

Q. EFFECTIVE DATE. This Agreement shall be effective as of July 1, 2022, which date shall be considered the commencement date of this Agreement.
NOTICES. All notices and other communications provided for hereunder shall be in writing and shall be delivered by regular mail to the parties at the following addresses:

County of Gloucester
Chad M. Bruner, County Administrator
2 South Broad Street
Woodbury, New Jersey 08096

County of Gloucester
Department of Health and Human Services
Division of Human and Special Services
Lisa Cerny, Director
115 Budd Boulevard
West Deptford, New Jersey 08096

SJTA:
Stephen F. Dougherty, Executive Director
P.O. Box 351
Hammonton, New Jersey 08037

With a copy to:
Dominic D'Amico, General Manager
512 Lakeland Road
Blackwood, New Jersey 08012

IN WITNESS WHEREOF, the parties hereto have set their representative seals the day and year first above written.

ATTEST:  COUNTY OF GLOUCESTER

Laurie J. Burns,  Heather Simmons,
Clerk of the Board  Deputy Director

ATTEST:  South Jersey

Susan Lubrano,  Transportation Authority
Board Secretary

Stephen F. Dougherty,
Executive Director
RESOLUTION AUTHORIZING AMENDMENTS TO SHARED SERVICES AND VEHICLE USE AGREEMENTS WITH SOUTH JERSEY TRANSPORTATION AUTHORITY FOR BUS SERVICES

WHEREAS, the County of Gloucester has entered into a Shared Services and Vehicle Use Agreements with South Jersey Transportation Authority (herein “the Authority”) to provide bus transportation services for residents; (1) to and from the Commodore 295 Business Park related to the additional external circulator from Pureland Industrial Park and (2) for the need of hemodialysis and rural shopping access for senior citizens; and

WHEREAS, in order to provide continuous service, it is necessary for the County to make available the use of two additional buses, for either program, in the event of mechanical breakdown of the buses designated for service by the County and used by the Authority; and

WHEREAS, the Authority will provide the County with proof of insurance for any additional bus provided by the County under the authority of the Amendment.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to the execution of Amendments to the Shared Services and Vehicle Use Agreements with South Jersey Transportation Authority to make available two additional buses if needed and available.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, July 20, 2022 at Woodbury, New Jersey.

ATTEST:  COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK OF THE BOARD        FRANK J. DIMARCO, DIRECTOR
SECOND AMENDMENT TO THE COMMODORE 295 BUSINESS PARK SHARED SERVICES AND VEHICLE USE AGREEMENT

THIS SECOND AMENDMENT TO THE COMMODORE 295 BUSINESS PARK SHARED SERVICES AND VEHICLE USE AGREEMENT ("Second Amendment") is made effective on the 20th of July, 2022, by and between SOUTH JERSEY TRANSPORTATION AUTHORITY ("Authority") and the COUNTY OF GLOUCESTER ("County") (collectively the "Parties").

WITNESSETH THAT:

WHEREAS, pursuant to Authority Resolution 2020-149 and County Resolution 52805, the Parties entered into a Shared Services and Vehicle Use Agreement ("Agreement") to expand transportation services to and from the Commodore 295 Business Park (the "Services"); and

WHEREAS, the Agreement provided for specific vehicles assigned and care requirements; and

WHEREAS, there is a need for the County to make available alternate vehicles for use in case of mechanical breakdowns.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated into the body of this Second Amendment by reference, as though set forth fully at length herein. Any capitalized term not otherwise defined herein shall have the meaning given to such term in the Agreement.

2. **Amendments.** All portions of the Agreement that are not amended pursuant to this Second Amendment shall remain unchanged and shall retain the same full force and effect given in the Agreement.

3. **Responsibilities.** The relevant portions of Paragraph B. Responsibilities, of the Agreement shall be amended as follows:

   f. The County shall make available two buses for use in the event of mechanical failure of any of the buses in service under the agreement.
IN WITNESS WHEREOF, the parties have set their representative seals the day and year first above written.

ATTEST:                                             COUNTY OF GLOUCESTER

Laurie J. Burns,
Clerk of the Board

Heather Simmons,
Deputy Director

ATTEST:                                             South Jersey Transportation Authority

Name:                                              Name:
Title:                                             Title:
RESOLUTION AUTHORIZING AMENDMENTS TO CONTRACTS WITH CENTER FOR FAMILY SERVICES THROUGH DECEMBER 31, 2022

WHEREAS, the County awarded a contract on January 20, 2021, per RFP# 21-052-YSC-01, to Center for Family Services to provide youth services in the County, more specifically Individual Multi-Systemic Therapy Programming, from January 1, 2021 to December 31, 2023, in an amount not to exceed $60,000.00 per year; and

WHEREAS, it now is necessary to decrease the contract by an amount not to exceed $7,500.00, resulting in a new total contract amount not to exceed $52,500.00 through December 31, 2022, due to a change in demand; and

WHEREAS, the County awarded a contract on January 20, 2021, per RFP# 21-052-YSC-05, to Center for Family Services to provide youth services in the County, more specifically Evaluation and Treatment Services, from January 1, 2021 to December 31, 2023, in an amount not to exceed $54,348.00 per year; and

WHEREAS, it now is necessary to increase the contract by an amount not to exceed $7,500.00, resulting in a new total contract amount not to exceed $61,848.00 through December 31, 2022, due to a change in demand for additional clients and the availability of additional funding from the redirection of funding from the contract with Center for Family Services, per RFP# 21-052-YSC-01 for Individual Multi-Systemic Therapy Programming services; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made and/or services rendered pursuant to the within agreement, a Certificate of Availability 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 from the County budget from which said funds will be paid.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the County of Gloucester, that the Director of the Board, is hereby authorized to execute and the Clerk of the Board is authorized to attest to the execution of the Amendments to the contracts between the County of Gloucester and Center for Family Services to decrease the contract awarded on January 20, 2021, by an amount not to exceed $7,500.00, through December 31, 2022, and to increase the contract awarded on January 20, 2021, by an amount not to exceed $7,500.00, through December 31, 2022; and

BE IT FURTHER RESOLVED that all other terms and provisions of the original contract shall remain in full force and effect; and

BE IT FURTHER RESOLVED before any purchase be made and/or services rendered pursuant to the within award, a Certification must be obtained from the 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 County Commissioners of the County of Gloucester held on Wednesday, July 20, 2022 at Woodbury, New Jersey.

ATTEST:

COUNTY OF GLOUCESTER

Laurie J. Burns, Clerk of the Board

Frank J. Dimarco, Director
AMENDMENT TO CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
CENTER FOR FAMILY SERVICES

THIS is an Amendment to a contract entered into on the 20th of January, 2021 (Per RFP# 21-052-YSC-05), by and between the County of Gloucester (County) and Center for Family Services (Contractor) for Evaluation and Treatment Services.

In further consideration for the mutual promises made by and between Contractor and County in the above-described contract, Contractor and County hereby agree to amend the contract as follows:

The contract is amended to increase the contract by an amount not to exceed $7,500.00, resulting in a new total contract amount not to exceed $61,848.00 through December 31, 2022, due to a change in demand for additional clients and the availability of additional funding from the redirection of funding from the contract with Center for Family Services, per RFP# 21-052-YSC-01 for Individual Multi-Systemic Therapy Programming services.

Whereas, a Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made and/or services rendered pursuant to the within agreement, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purpose and identifying the line item from the County budget from which said funds will be paid.

All other terms and provisions of the contract and conditions set forth therein that are consistent with the Amendment and State requirements, shall remain in full force and effect.

THIS AMENDMENT is effective as of the 20th day of July, 2022.

ATTEST:

Laurie J. Burns, Clerk of the Board

COUNTY OF GLOUCESTER

Frank J. Dimarco, Director

CENTER FOR FAMILY SERVICES

ATTEST:

By:
Title:
AMENDMENT TO CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
CENTER FOR FAMILY SERVICES

THIS is an Amendment to a contract entered into on the 20th of January, 2021 (Per RFP# 21-052-YSC-01), by and between the County of Gloucester (County) and Center for Family Services (Contractor) for Individual Multi-Systemic Therapy Programming services.

In further consideration for the mutual promises made by and between Contractor and County in the above-described contract, Contractor and County hereby agree to amend the contract as follows:

The contract is amended to decrease the contract by an amount not to exceed $7,500.00, resulting in a new total contract amount not to exceed $52,500.00 through December 31, 2022, due to a change in demand.

Whereas, a Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made and/or services rendered pursuant to the within agreement, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purpose and identifying the line item from the County budget from which said funds will be paid.

All other terms and provisions of the contract and conditions set forth therein that are consistent with the Amendment and State requirements, shall remain in full force and effect.

THIS AMENDMENT is effective as of the 20th day of July, 2022.

ATTEST:  

LAURIE J. BURNS, CLERK OF THE BOARD

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

CENTER FOR FAMILY SERVICES

ATTEST:

By:
Title:
Rudolph Aikens  
Gloucester County Youth Service Commission Administrator  
Division of Human and Disability Services  
115 Budd Boulevard  
West Deptford, NJ 08096

Dear Mr. Aikens:

The Juvenile Justice Commission (JJC) is in receipt of your letter dated June 1, 2022, requesting a budget modification to the 2022 Family Court Services (FC-22-08) grant. Your request to reallocate $7,500 within the disposition category to increase funding to the Providing Adolescents with Second Opportunities program (PASO) for additional evaluation has been approved as follows:

<table>
<thead>
<tr>
<th>Program</th>
<th>Approved Funding</th>
<th>Modification Approved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multi Systemic Therapy</td>
<td>60,000</td>
<td>$52,500</td>
</tr>
<tr>
<td>PASO</td>
<td>$54,348</td>
<td>$61,848</td>
</tr>
</tbody>
</table>

All revised application documents submitted with your request will be placed in your grant file. If you have any questions or concerns, you may contact me at (609) 341-3652.

Sincerely,

[Signature]

Saffiyia L. Baker, Manager  
YSC Grants Management Unit

C: Lisa Cerny, Director of Department of Human & Disability Services, Gloucester County  
Theresa Miles, YSC Chair, Gloucester County  
Troy Alexander, Supervisor, JJC Court Liaison Unit, JJC  
Jessica Froba, JJC Court Liaison, JJC  
File

REALIZING POTENTIAL & CHANGING FUTURES  
New Jersey Is An Equal Opportunity Employer  
Printed on Recycled Paper and Recyclable
RESOLUTION AUTHORIZING APPLICATION AND ACCEPTANCE OF THE 2023
JUVENILE DETENTION ALTERNATIVE INITIATIVE INNOVATIONS GRANT
FROM THE NEW JERSEY JUVENILE JUSTICE COMMISSION FOR $120,000.00

WHEREAS, the Board of County Commissioners for the County of Gloucester are
applying to the New Jersey Juvenile Justice Commission for Juvenile Detention Alternative
Initiative (JDAI) Innovations Grant Funds through the Council for Juvenile Justice System
Improvement & Youth Services Commission’s 2023 Innovations Funding; and

WHEREAS, the funding will provide detention alternative services for family court-
involved youth as well as the administration of these programs and services; and

WHEREAS, the following is the distribution of the funding application for the period
January 1, 2023 to December 31, 2023, unless otherwise modified by the State:

<table>
<thead>
<tr>
<th>Services Fund</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Services Funds</td>
<td>$114,000.00</td>
</tr>
<tr>
<td>5% Administrative Funds</td>
<td>$ 6,000.00</td>
</tr>
<tr>
<td><strong>Total Funding</strong></td>
<td><strong>$120,000.00</strong></td>
</tr>
</tbody>
</table>

WHEREAS, the County’s Department of Health and Human Services reviewed all data
supplied or to be supplied in the application and in its attachments, and certifies to the Board of
Commissioners of the County of Gloucester that all data contained in the application and in its
attachments is true and correct and that it has submitted the grant application to the County
Treasurer’s Office for review, and the Treasurer has approved said application.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of
the County of Gloucester, that the Director of the Board, is hereby authorized to execute and the
Clerk of the Board is authorized to attest to the grant application referenced hereinabove, the
resulting agreement and any other documents, certifications, or assurances for acceptance of the
grant funds; and

BE IT FURTHER RESOLVED, that the Board of County Commissioners hereby
confirms that the County shall comply with all applicable state and federal regulations, and
designates the County Department of Health and Human Services with the responsibility for
grant implementation.

ADOPTED at a regular meeting of the Board of County Commissioners of the County
of Gloucester held on Wednesday, July 20, 2022 at Woodbury, New Jersey.

ATTEST:

COUNTY OF GLOUCESTER

Laurie J. Burns,  
Clerk of the Board

Frank J. Dimarco, Director
GRANT REQUEST FORM

DATE: 6/27/22

1. TYPE OF GRANT
   NEW GRANT     RENEWAL

2. GRANT TITLE: Juvenile Detention Alternative Initiative

3. GRANT TERM: FROM: 1/1/2023 TO: 12/31/2023

4. DATE APPLICATION DUE TO GRANTOR: 8/1/2023

5. CFDA NUMBER:

6. STATE GRANT NUMBER: CY 2023 Innovations Funding Allocation

7. COUNTY DEPARTMENT: DHHS Division of Human and Special Services

8. DEPT. CONTRACT PERSON & PHONE NO. Lisa Cemy, 384-6874

9. NAME OF FUNDING AGENCY: Juvenile Justice Commission

10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): The Juvenile Detention Alternative Initiative provides funding to the county to make sure that secure detention is used for serious and chronic youthful offenders, and that effective alternatives are available for other youth who can be safely supervised in the community while awaiting final court disposition. This funding also will provide alternative options and resources for youth awaiting disposition. Finally, the funding will address racial disparity and community engagement.

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

12. INDIRECT COST (IC) RATE  0   %

13. IC CHARGED TO GRANT: $n/a

14. FINANCIAL:

   GRANT FUNDS $120,000

   CASH MATCH $n/a

   IN-KIND MATCH $n/a

   TOTAL PROGRAM BUDGET $120,000

   (Attach Documentation)
15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): $ 6,000
TOTAL OTHER EXPENSES (b): $ 114,000
TOTAL FRINGE (c): $ 3,602.40
TOTAL PROGRAM COST (d): $ 123,602.40
TOTAL GRANT FUNDING (e): $ 120,000
TOTAL COUNTY FUNDING (f): $ 3,602.40

DEPT. HEAD: [Signature]

DATE: 6/27/22

***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-GRAENTEES.


**FORM C-2**

**2023 GLOUCESTER COUNTY BUDGET**

**OTHER EXPENSE REQUEST EXPLANATIONS**

**2023 Budget**  
**Youth Services Commission**

**JUVENILE DETENTION ALTERNATIVE INITIATIVE GRANT BUDGET**

**JANUARY 1, 2023 - DECEMBER 31, 2023**

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>ITEM</th>
<th>Description</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>10101</td>
<td>SALARY/ADMIN</td>
<td>DHSS Portion to manage grant</td>
<td>$6,000.00</td>
</tr>
</tbody>
</table>

**TOTAL PROGRAM MGMT. EXPENDITURES**  
$6,000.00

| 20299    | OUTSIDE SERVICES |                                   | $114,000.00 |

**TOTAL PROGRAM SERVICES FUNDS**  
$120,000.00

---

Form C-2  
Department Code: 333-001  
Submission Date: 6/27/2022  
Revision Date: __________

Department: Department of Health & Human Services  
Division of Human & Special Services, Youth Services Commission
**Department:** Health & Human Services, Division of Human & Special Services, Youth Services Commission  
**Grant Title:** New Jersey Juvenile Justice Commission Juvenile Detention Alternative Initiative  
**2023 Juvenile Detention Alternative Initiative**

**Salary and Wages Detail**
List all Employees within the program  
Insert more lines if necessary  
Highlighted cells are formulas and should not be changed

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Salary</th>
<th>Fringe</th>
<th>Grant Funds</th>
<th>County Funds</th>
<th>Total Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rudolph Aikens</td>
<td>YSC Administrator</td>
<td>$6,000</td>
<td>$3,602.40</td>
<td>$6,000.00</td>
<td>$3,602.40</td>
<td>$9,602.40</td>
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<tr>
<td>Donna Pinto</td>
<td>Sr. Cmty Services Aide</td>
<td>$6,000</td>
<td>$3,602.40</td>
<td>$6,000.00</td>
<td>$3,602.40</td>
<td>$9,602.40</td>
</tr>
</tbody>
</table>

**Fringe**
Update the fringe rate if necessary  
2022 Fringe is 60.04% for PERS

**Other Expenses**

<table>
<thead>
<tr>
<th>Account Line Item #</th>
<th>Grant Funds</th>
<th>County Funds</th>
<th>Total OE</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$114,000.00</td>
<td>$114,000.00</td>
<td>Outside Services</td>
</tr>
<tr>
<td>$</td>
<td>$114,000.00</td>
<td>$114,000.00</td>
<td>(b)</td>
</tr>
<tr>
<td>$</td>
<td>$120,000.00</td>
<td>$3,602.40</td>
<td>$123,602.40</td>
</tr>
</tbody>
</table>

**Total Program Cost**

<table>
<thead>
<tr>
<th>Grant</th>
<th>County</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$120,000.00</td>
<td>$3,602.40</td>
<td>$123,602.40</td>
</tr>
</tbody>
</table>

**Grant Funding History**

<table>
<thead>
<tr>
<th></th>
<th>New</th>
<th>15-XXX</th>
<th>14-XXX</th>
<th>13-XXX</th>
<th>12-XXX</th>
</tr>
</thead>
<tbody>
<tr>
<td>S&amp;W, Fringe</td>
<td>$6,000.00</td>
<td>$90,000.00</td>
<td>$90,000.00</td>
<td>$90,000.00</td>
<td>$90,000.00</td>
</tr>
<tr>
<td>OE</td>
<td>$114,000.00</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$120,000.00</td>
<td>$100,000.00</td>
</tr>
</tbody>
</table>
June 24, 2022

Kelly Johnston, Co-Chair
Family Division Manager
Gloucester County Justice Complex
70 Hunter Street
Woodbury, NJ 08096

Chad Bruner, Co-Chair
County Administrator
2 South Broad Street
PO Box 337
Woodbury, NJ 08096

Re: 2023 Innovations Funding Eligibility

Dear Co-Chairs:

Thank you for submitting the JDAI Innovations Funding Eligibility Criteria Checklist and letter of intent to the Juvenile Justice Commission. The Innovations Fund Subcommittee reviewed the information and determined Gloucester met both the Core Criteria for Base Funding and the Exceptional Criteria for Supplemental Funding. Gloucester County is therefore eligible to apply for Innovations Funding in the amount of $120,000. To receive $120,000 sites must submit at least one proposal that is focused on addressing racial and ethnic disparities. A copy of the allocation letter sent to your Youth Services Commission Administrator is attached.

Your CJJSI should proceed with collaboratively preparing the Innovations Application. Since JDAI is a data-driven process, in planning for the funding the CJJSI should be sure to examine data regarding the local detention system to determine which core strategy area(s) to address. The CJJSI should also review your site’s completed Innovations Implementation & Outcome Reports and monitoring reports to assess whether local system-improvement objectives are being met through the currently funded Innovations projects. In anticipation of the possibility of future Innovations Funding in New Jersey, we remind you that each JDAI site’s ability to demonstrate clear progress toward achieving identified outcomes will be a factor in future Innovations funding decisions, either in terms of determining each site’s funding level or determining whether to continue to fund a particular Innovations project in a site.

Sites should be aware that eligibility criteria may continue to change over time in order to encourage and challenge sites to improve upon success and progress to date. In order to meet the Exceptional Criteria for Supplemental Funding, at a minimum, the timeframe for meeting the criterion regarding implementation of at least one data-driven policy and practice changes will continue to move up by one year with each new funding cycle. Also, sites will need to continue to demonstrate a reduction in at least one measure of length of stay. Lastly, sites will need to...
implement practices that help promote the creation of partnerships with communities and youth that ensure their perspectives are reflected in reform efforts. While this has proven to be an area that has continued to challenge sites, local JDAI collaboratives must take up meaningful action around partnering with communities and youth by ensuring that all stakeholders are at the table and are a part of the conversation, which is critical for bringing about system reform changes across the board.

Sites should consult available resources, such as the Pathways to Juvenile Detention Reform series and JDAI Connect (https://community.aecf.org/community/jdai-connect) as well as the ideas outlined in the Innovations Funding packet previously distributed, for innovative approaches to system improvement.

The Innovations Application complete with the Innovations Cover Page, Innovations Proposal(s), Budget Summary and Narrative, and CJISI meeting minutes approving the application, must be submitted by the Youth Services Commission on behalf of the CJISI. The Innovations Application must be received at the JJC by 3:00 pm on August 5, 2022. If you have any questions about this process, please call Safiya L. Baker at 609-376-0620.

Congratulations on meeting the Innovations Criteria. It is evidence of Gloucester’s commitment to, and progress toward, ongoing juvenile justice system improvement.

Sincerely,

Jennifer LeBaron
Jennifer LeBaron, Ph.D.
Acting Executive Director

JLB/gb

c: Rudolph Aikens, Youth Services Commission Administrator, Gloucester County
Doris S. Darling, Director, Office of Local Programs & Services, JJC
Paul Sumners, Chief, Budget & Finance, JJC
Safiya L. Baker, Manager, YSC Grants Management Unit, JJC
Joelle Kenney, Manager, JDAI & System Reform Unit, JJC
Gina S. Blevins, Research & Reform Specialist, JJC
Jessica Froba, Court Liaison, JJC
June 24, 2022

Rudolph Aikens
Gloucester County Youth Services Commission
115 Budd Blvd.
West Deptford, NJ 08096

Re: CY 2023 JDAI Innovations Funding Eligibility

Dear Mr. Aikens:

I am pleased to inform you that Gloucester County is eligible for Innovations Funding for the period January 1, 2023 to December 31, 2023 in the amount of $120,000. This figure is to be used for planning purposes and is subject to appropriation and availability of sufficient funds.

You must submit your application to the Juvenile Justice Commission on behalf of the County Council on Juvenile Justice System Improvement by 3:00 pm on August 5, 2022. Applications are to be submitted via email to JCYSGrants@jjjc.nj.gov.

Your County Council should proceed with collaboratively preparing the Innovations Application. Since JDAI is a data-driven process, in planning for the funding the County Council should be sure to examine data regarding the local detention system to determine which core strategy area(s) to address. In addition to ideas outlined in the Innovations Funding packet previously distributed, sites are encouraged to consult available resources, such as the Pathways to Juvenile Detention Reform series and the JDAI Connect (https://community.aeof.org/community/jdai-connect) for innovative approaches to system improvement in those identified core strategy areas.

For your information, I have attached a copy of the Innovations Funding Eligibility letter sent to the County Council Chairs. If you have any questions about this process, please call Safiya L. Baker (609) 376-0620.
Thank you for your cooperation in the implementation of Innovations Funding. I look forward to continuing to work with you, the Gloucester County Youth Services Commission and the Gloucester County Council on Juvenile Justice System Improvement.

Sincerely,

Jennifer LeBaron

Jennifer LeBaron, Ph.D.
Acting Executive Director

JL/slfb

c: Kelly Johnston, Co-Chair, County Council
Chad Bruner, Co-Chair, County Council
Doris S. Darling, Director, Office of Local Programs & Services, JJC
Paul Sumners, Chief of Budget & Finance, JJC
Saffya L. Baker, Manager, YSC Grants Management Unit, JJC
Joelle Kenney, Manager, JDAI & System Reform Unit, JJC
Gina S. Blevins, Research & Reform Specialist, JJC
Jessica Froba, Court Liaison, JJC
**CY 2023**

New Jersey Juvenile Detention Alternatives Initiative

Innovations Funding

**County:** Gloucester

**BUDGET SUMMARY & NARRATIVE**

**Original or Revision:**
- ☑ Original Budget
- □ Revised Budget *Revision Date:*

**If the budget originally submitted is revised as a result of the review process or as a result of a future amendment/modification request made by the county, please use a formatting change such as shading, highlighting, or underlining to draw attention to all information that represents a change from the original budget or most recent revision. Information intended for deletion should in fact be deleted (i.e., do not use strikethroughs or other formatting to indicate intended deletions).**

<table>
<thead>
<tr>
<th>Innovation Proposal #</th>
<th>Innovation Project Title</th>
<th>Funds Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Probation Enrichment Coach, and Transportation Program (PET) ACE Portion</td>
<td>$89,605</td>
</tr>
<tr>
<td>2</td>
<td>Family Assistance Home Supervision Program</td>
<td>$15,595</td>
</tr>
<tr>
<td>3</td>
<td>NJ Judiciary/Probation</td>
<td>$8,800</td>
</tr>
</tbody>
</table>

**INNOVATIONS PROJECT SUBTOTAL**

- $114,000

* Up to 5% of the total award to the county may be used for administration costs. Any funds allocated for administrative costs shall be used to directly support the Youth Services Commission in administering the Innovations grant program.

* Up to 5% of the total of any sub-award from the county to a contracted provider can be used for/allocated to the provider’s administrative costs.

* If funds are used for salary include the percent of time working on grant and provide fringe where applicable.
Budget Narrative

Administration Costs Budget Narrative: If 5% is being allocated to support the YSC in administering the Innovations grant program, describe the specifics of how the administration funds will be used. If the funds will be used for staff, provide the name, title, and a description of the staff’s role in the administration of the Innovation funds.

Funds will be used towards: The Gloucester County YSC Administrator will be responsible for oversight of grant expenditures, monitoring programs and services, maintenance of statistical data related to innovations grant funds, and submission of fiscal and narrative reports to the JJC. Probation will be responsible for organizing enrichment trips and all other Innovation activities for youth and families. Because Probation is a state agency and therefore cannot receive or distribute innovations funds, the YSC Administrator and staff will oversee all funds. The 5% administrative funds will be used to supplement YSC Administrator and staff salaries due to underfunding.

Total Administrative Costs $6,000

Proposal #: 1 Project Title: Probation Enrichment and Transportation Program

Provider Name (if known): Center for Family Services ($89,605)/NJ Judiciary ($8,800)

Funds Requested: 98,405

Budget Narrative
Provider and Administrative Costs: $4,480 of the sub-award can be allocated to cover the provider’s administrative costs which can include: office supplies, cell phones, facility costs etc.

Costs for Provider Administrative Cost: $4,480

Salaries:
A competitive contracting process will seek a provider to coordinate the following service components for a Probation Enrichment Coach and Incentive Program. Based on committee discussions and cost estimates for program components, the breakdown of services provided will be outlined as follows:

(1) Probation Enrichment Coach: Salary for 1 to 2 enrichment coaches (1 full-time & 1 part-time) who will provide support to youth and families in order to aid in probation compliance. Provider/coach will partner with Juvenile Probation to coordinate services needed and youth/family coaching activities provided.

(2) Administrative Support Assistant: Salary for 1 part-time administrative support staff person who will provide admin/clerical support to coaches with regards to planning trips, coordinating transportation services, purchasing incentives (gift cards etc.) & coordinating food and supplies for probation orientations

Estimated Costs for Salaries & Mileage: $85,000

Family Enrichment Activities:
Since many of the enrichment activities/incentives will occur during business hours, it’s also important to plan at minimum 2 events evening events to be sure families are engaged, while promoting family unity, engagement and increase relationship building between families and probation.

Family events could include, but not limited to, any of the following activities: Bowling Night, Skate Night, Recognition Dinner, Dinner and a Movie. (The cost per event is based upon 25 youth/parent attendance)

Estimated costs for family enrichment activities: $1,600

Enrichment Incentives/trips:
Provider to partner with Juvenile Probation to coordinate and provide family activities, and healthy educational and cultural activity incentives including team building activities and trips to educational sites. Probation Officers will accompany juveniles on trips and activities. (Family enrichment activities excluded) Food will be provided for juveniles and Probation Officers when trips or activities take place during breakfast, lunch, and/or dinner times.

Estimated total for tickets/admission costs: $3,000
Estimated total for meals and snacks on enrichment/incentive trips: $3,250

Enrichment/Incentive Rewards
Probation enrichment/incentive rewards may be granted to probationers and their families/guardians for achieving milestones of compliance during the probation period, with a total amount of all incentive rewards given not to exceed $900 and can include any of the following: (movie tickets, fast food/restaurant gift cards, department store i.e. Walmart, gift cards)

Funding not to exceed $2000 will be used to purchase community based healthy/educational incentives for youth on probation based on their compliance levels.

Total for Enrichment/Incentive Awards: $2,900
Transportation: Transportation will be provided for the following:
Detention Alternatives (JHED) bus passes will be provided to assist youth and families for JHED reporting purposes. Probation: transportation will be provided to assist youth and families/guardians for court-ordered evaluations or treatment appointments; appointments with the probation reporting; and other appointments relative to a juvenile's conditions of Probation supervision.
Incentives/Enrichment Trips: Transportation will also be provided for youth participating in community based healthy/educational incentives/enrichment trips as described in the program details.

Estimated cost for bus passes and other modes of transportation = $9,735

Total Cost for Probation Enrichment Coach, Incentive, Transportation & Orientation Program = $98,405

Will provider/service be sought through an open competitive process (Yes/No)? If No, please explain process below:
Yes, current provider under 3 year contract

Proposal #: 2   Project Title: Family Assistance Home Supervision Program (FAHSP)

Provider Name (if known): United Advocacy Group

Funds Requested: 15,595

Budget Narrative
The proposed funding will be used to implement an in-home supervision program, designed to reduce the number of detention placements, maintain public safety and increase pre-disposition options by providing supervision, structure and support to the youth and family. The services will provide in-home monitoring and counseling services to youth referred from Family Court or via court order.

Salary will be provided to a HSP Case Manager who will work with youth/families involved in Gloucester County Family Court and referred by the courts, with case management to ensure all court ordered measures are met until case disposition.

Budget for Salary/Personnel: $14,095

Client Assistance will provide the case manager the opportunity to provide youth/families minimal assistance in the case this is necessary to maintain court order compliance.

Budget for Client Assistance: $500

Travel Expense will be used for travel to provide service to Youth and families that are clients of the FAHSP.

Budget for Travel Cost: $250

Administrative cost to cover program oversight as well as other indirect cost.

Budget for Admin. Cost: $750

Total cost of Family Assistance for Home Supervision Program = $15,595

Will provider/service be sought through an open competitive process (Yes/No)? If No, please explain process below: 

No, because this contract will be under $17,500, the County has the ability to do a small contract which does not require an RFP process.

* If this is a renewal proposal and an open competitive process was not followed, the explanation should include information regarding outcomes achieved and monitoring results to date, and any other supporting data, that collectively justify continued funding of the current provider.
Project Type:  
☐ New
  • If checked, submit the new proposal
☐ Renewal (No changes to last year's final approved proposal or RFP)
  • If checked, submit a copy of last year's final approved proposal and the most recent monitoring report
☐ Renewal with Modifications* (Changes to last year's final approved proposal or RFP)
  • If checked, submit modified proposal and the most recent monitoring report

Original or Revision:  
☐ Original Proposal Submitted for CY 2023
☐ Revised Proposal Submitted for CY 2023**
Revision Date: ______________________________

Proposal addresses DMC***  
☐ The objectives and outcome measures of this proposal were developed through the lens of reducing racial and ethnic disparities

* If "Renewal with Modifications" is checked, please use a formatting change such as shading, highlighting, or underlining to draw attention to all information that represents a change from last year's proposal. Information intended for deletion should in fact be deleted (i.e., do not use strikethroughs or other formatting to indicate intended deletions).

** Similarly, if the proposal originally submitted is revised as a result of the review process or as a result of a future amendment/modification request made by the county, please use a formatting change such as shading, highlighting, or underlining to draw attention to all information that represents a change from the original proposal or most recent revision. Information intended for deletion should in fact be deleted (i.e., do not use strikethroughs or other formatting to indicate intended deletions).

*** Please note: at least one Innovations proposal must be developed through the lens of reducing racial and ethnic disparities, with proposal objectives and outcome measures reflecting this focus.

General Instructions
Sites should follow this application strictly and avoid providing extra information that is not directly requested. Sites must use this proposal format, typing directly into this document. Any site seeking to use these funds for more than one innovative purpose must complete a separate Innovation Proposal for each of these proposed innovations. However, a maximum of three innovations proposals per site are allowed.
Innovation Proposal Summary Information

Innovation Proposal # 1 of 2

Project Title for this Innovation Proposal

Probation Enrichment Coach, Incentive, Transportation and Orientation Program (PET)

Requested Amount for this Innovation Proposal

$98,405

Purpose

Provide a brief overview of the innovation for which the funds will be used.

The Gloucester County Innovations subcommittee determined that there are advantages to providing appropriate support to encourage probationers to successfully complete their Court ordered conditions of probation, including reducing the number of violations of probation (VOPs) filed and in turn decrease the number of youth admitted to detention for VOPs. The subcommittee believes this can be achieved by:

Providing youth with the appropriate mentoring/coaching needed to remain in compliance with the conditions of their probation.

Providing youth with transportation to court ordered probation appointments and evaluations as well as enrichment activities & trips.

Rewarding positive behavior through healthy/educational activities and enrichment trips for youth and families. Involving families in healthy activities will strengthen the family unit and in turn hopefully lead to success for youth on probation.

Providing youth and families with an overview of the expectations of probation, along with informational flyers/pamphlets/presentations and cultural and educational opportunities for youth and families

In addition, the subcommittee determined that there are advantages to providing support to pre-disposition youth and families in order to successfully complete detention alternative programs.

The Program will consist of multiple components consisting of an enrichment coach, enrichment trips, transportation and probation orientations.

The enrichment coach will provide services for youth who are at immediate risk of violating the terms of their probation. The role of the enrichment coach is to assist the youth to maintain compliance with the conditions of their probation by facilitating the action steps necessary to face challenges that arise in everyday activities. The coach will provide crisis support, aid in building up life skills including time-management, physical and nutritional well-being, career and academic guidance, financial management and sobriety support.

Enrichment trips and rewards will aid as an incentive for youth who remain compliant with the terms and conditions of their probation.

Transportation will be made available, when deemed necessary, for both pre-disposition and post disposition youth for the following:

Pre-Disposition youth: To Juvenile Home Electronic Detention (JHED) reporting
Post-Disposition (Probation) Youth: To probation reporting and court ordered evaluations and services for youth and families under probation supervision or with juvenile matters in collaboration with maintaining court compliance.

Family Resource Nights (FRN) formerly known as probation orientations will provide youth and families with an overview of probation services, enrichment trips, incentives, transportation services and how the family can aid in keeping youth compliant with their terms of probation. Probation Orientations will also be used to educate families through presentation of resources that could also assist with the goal of compliance and/or pertaining to supervision.

**Identification of Problem/Systems-Improvement Need**
Briefly describe the problem/systems-improvement need the innovation will address within the context of the one or two JDAl core strategies most relevant to the proposed use of funds. Briefly describe how this problem affects detention utilization (Admissions, LOS, ADP, etc.).

**Problem/Need as it Relates to the Most Relevant Core Strategy(ies)**

The core strategy most relevant to the proposed use of funds is “Special Detention Cases” which includes youth in custody as a result of probation violations. The core strategy requires these populations be re-examined and new practices implemented to minimize their presence in secure facilities.

**Impact of Problem/Need on Detention Utilization**

Youth admitted to secure detention for a VOP (regardless of how admitted) begins with the process of filing a VOP. If the number of VOPs filed continues to increase each year then the number of youth who could potentially be admitted to detention for a VOP also increases each year, thereby, impacting detention admissions, average daily populations (ADP), and length of stay (LOS). In Gloucester, admissions to detention for VOPs have increased over 100% since 2011.

**Specific Nature of Problem**
Identify the primary factors contributing to the problem in this site. Briefly describe these factors, how the factors affect detention utilization, and the data used to assess each factor’s presence in the site.

**Contributing Factor #1**

Failure to understand the terms and conditions of probation contributes to increased admissions to detention for a violation of probation only (meaning, no new offense was committed).

**Description & Data Regarding Factor #1**

Since the implementation of JDAl, admissions to detention for violations of probation (VOPs) have substantially increased through 2013.

The 2013 JDAl Annual Data Report indicates several findings with regards to VOPs: VOPs in Gloucester County increased over 100% through 2012 when compared to pre-JDAl data.

Additionally, through 2013, the number of VOPs filed increased 70% when compared to 2012 data and 245% when compared to pre-JDAl data.

VOPs were the lead reason for detention in 20.2% of admissions in Gloucester County
Contributing Factor #2
A lack of coaching/mentoring services available to youth and families on probation in Gloucester County contributes to non-compliance resulting in a VOP. Additionally, youth who violate the terms and conditions of their probation due to substance abuse represent over half of VOPs filed in 2013.

Description & Data Regarding Factor #2
Admissions to detention for violations of probation (VOPs) continued to increase from 5 in 2011 to 17 in 2013.

In 2013 8 of 15 VOPs were filed due to substance abuse treatment non-compliance

Contributing Factor #3
In Gloucester County, there is currently a shortage of incentives and transportation options available for youth who remain compliant with the terms and conditions of their probation. As such, this may be a contributing reason as to why youth who violate the terms and conditions of their probation represent nearly a third of youth admitted to detention in 2013.

Description & Data Regarding Factor #3
The number of youth admitted to detention in Gloucester County for VOPs has increased from 2011 through 2013. In 2011, 5.1% of youth in Gloucester County were admitted to secure detention for a VOP. That percentage more than doubled by the end of 2013 by +15.1 percentage points with 20.2% of admissions to secure detention in Gloucester County comprised of youth admitted to detention for a VOP

Contributing Factor #4
In Gloucester County, there is currently a dearth of transportation options available for youth to report to detention alternative programs while their cases are awaiting disposition. This may be a contributing reason as to why youth who are non-compliant with detention alternative programs has increased between 2013 and 2016

Description & Data Regarding Factor #4:
The Juvenile Home Electronic Detention (JHED) Program, has experienced issues with youth and families accessing available transportation for reporting purposes. In prior years, JHED has provided bus passes to youth and families from an adult inmate fund which will no longer be available for CY2017 use. On average, the JHED program has distributed between 60 – 100 passes per year. Through the first quarter of 2016, 30 passes have already been issued.

In 2015 violations from an alternative for program non-compliance increased to 15.6%, 7.9 percentage points higher than 2014 (7.7%). Additionally, when comparing 2015 to Pre-JDAI data, the increase is almost 10 percentage points higher. In most cases of non-compliance, lack of transportation may be an underlying factor with regards to failure to report, but it is believed that transportation assistance could still have an impact on increasing success rates on alternatives.

Contributing Factor #5
Youth who violated the terms of their deferred disposition, thus receiving a term of probation represent roughly 8% of the probation population.

**Description & Data Regarding Factor #5**

In 2013, 8.15% of youth unsuccessfully completed deferred disposition and was therefore placed on probation. Similarly, in 2014, although decreased, 7.8% of youth were unsuccessful and received a term of probation. For both 2013 and 2014 a total of (20) youth unsuccessfully completed deferred disposition and received a term of probation.

**Proposed Solution To Identified Problem**

(Action words for this section might include create, establish, serve, implement, etc.) Describe the solution to the identified problem and how the requested funds will be used to implement this solution. List the specific objectives this solution seeks to achieve, and where possible, describe these objectives in terms of the JDAI core strategies and the contributing factors described earlier. Describe the specific elements/components of the solution.

**Proposed Solution**

Continue to implement a multi-component enrichment program that will first, provide a starting point for youth on probation with an overview of rules, regulations and expectations. Second, probation officers, on the verge of violating youth for non-compliance, will have the ability to call on a trained enrichment coach who will provide short-term crisis intervention, along with ongoing follow-up mentoring & support. In addition, the enrichment coach will engage youth and families in informational and positive activities to help ensure successful completion of probation. Third, youth who abide by the conditions of probation and remain compliant, will be eligible to participate in enrichment activities. Positive reinforcement aids in controlling misconduct in youth, ensuring that they will continue to make appropriate choices. This, in turn, will result in decreasing VOPs and increasing successful completions of probation. Finally, provide appropriate transportation opportunities for post disposition youth and their families.

**Objective #1**

To mobilize an enrichment coach for immediate and targeted intervention for youth who are at imminent risk of probation violation and detention admission due to non-compliance with the conditions of probation.

**Objective #2**

Enhance the current Gloucester County Guidelines for Compliance by providing incentives to youth who remain compliant with the terms and conditions of their probation, in the form of healthy/educational trips and activities.

**Objective #3**
To provide transportation options for youth and families under probation supervision or with juvenile court matters, for probation reporting, court ordered evaluations and services as well as enrichment activities.

Objective #4

To provide transportation (specifically bus passes) to youth and families on a detention alternative program for reporting purposes.

Objective #5:

Implement a bi-monthly Family Resource Night (FRN); formerly known as the probation orientation program led by a Gloucester County Juvenile Probation Officer(s) for youth and their families to assist youth and families with the transition onto probation, if adjudicated and disposed to probation. This will help them to obtain an understanding of the rules and conditions of probation and expectations of the youth and family to ensure compliance and success.

Objective #6

Allow deferred disposition youth to participate in probation enrichment coaching, trips/incentives as well as receive transportation services (specifically bus passes) in an effort to decrease the percentage of unsuccessful completions of deferred disposition.

Specific Elements/Components

ROLE/PURPOSE OF ENRICHMENT COACH: To manage youth effectively in a community based setting under probation supervision to avoid the filing of a violation that would result in admission to juvenile detention by connecting youth, at imminent risk of a violation of probation, with a positive adult role model to provide guidance and assistance in meeting the conditions set forth by the Gloucester County Probation Division.

The assigned coach will work to establish rapport and trust with the youth through individual, group and family engagement activities. Through meaningful pro-social activities and incentives, positive youth development will be promoted. Activities/incentives will include a focus on the youth’s compliance with court ordered conditions of probation. They will be designed to assist the youth in gaining compliance with probation.

The enrichment coach will also assist with transportation of youth on probation, only in cases where need can be established, to assist youth with gaining/maintaining compliance with the conditions of probation. Coaches will only be utilized in instances where traditional means of transportation (busses or taxi services) are not available.

It is hoped that through the relationship-building between the enrichment coach and the youth, the youth will seek the support of the coach in addressing concerns that center around the reason of why they were referred to his program as well as maintaining a healthy relationship with peers and family. It is critical that the coach understands their limitations in handling certain situations and seek the assistance of probation when necessary. Information on referral resources for crisis intervention is to be included in the training provided to the coach. The enrichment coach will engage parents and other family members in program activities and share information on the services and resources that exists within the community that could benefit the youth and family with planning goals. Activities that encourage the development of clear consistent parental supervision and strong family ties (bonding & attachment) are to be included.
The coaches' role with youth on deferred disposition would be similar to youth on probation with the understanding that the coach will assist the youth in gaining/maintaining compliance with the terms of their deferred disposition. A youth's participation is strictly voluntary and failure to participate with the enrichment coach will not result in violation of the terms of a deferred disposition.

A strategy to obtain feedback from the youth on probation supervision and their parents regarding the Enrichment coach program is to be developed and implemented. Enrichment coach, with assistance from the agency, will track time coaching in contrast to transportation.

ENRICHMENT ACTIVITIES/STEP REINFORCEMENTS: Healthy/educational activity incentives will include participation in team building activities such as a Ropes course, trips to educational sites such as museums, and partaking in positive organized sporting events. Step reinforcements throughout the probation term will be provided to youth and families, including items such as meal gift cards and movie theater tickets. Youth will also be provided an opportunity to earn a voucher to participate in a community-based, healthy/educational activity after at least 90 days of Probation compliance. The 90 days starts when the youth and his/her Probation Officer have a conversation about earning the healthy/educational incentive. The conversation should be noted in the youth's journal and progress tracked by youth and Probation Officer during routine probation reporting and on enrichment trips. Healthy/educational incentives include opportunities to participate in positive activities through the distribution of vouchers for art classes, CPR Certification classes, Lifeguard Certification classes, Drivers' License School, or other opportunities selected by the youth and discussed with the JMDT (JETS) Committee. Youth will also be encouraged to keep notes in their journals about their experiences in enrichment activities or family outings and report on them to their Probation Officers. Youth who are already under Probation Supervision and youth newly under Probation Supervision will be eligible for Enrichment activities. All components of the program are voluntary, and lack of participation will not result in sanctions or a Violation of Probation.

TRANSPORTATION: Transportation will be made available for youth and families. Transportation will be provided to youth and families under probation supervision, for probation reporting and court ordered evaluations and/or services. In addition, bus passes will be made available to pre-disposition youth on a detention alternative in need of transportation services for detention alternative reporting.

FAMILY RESOURCE NIGHT (FRN): formerly probation orientation program: This will include an orientation agenda with an accompanying brochure, PowerPoint and/or video to explain the probation process, and enrichment activities/step reinforcements. A TV/DVD player and TV Cart will be utilized for presentation purposes. Guest presenters can be brought in address youth and families to discuss resources as well as other appropriate information that could assist youth in compliance.

A folder and notebook will be provided to hold any documents pertaining to the individual youth's court appearances, conditions of probation, program services, evaluations, etc. Youth and families who have successfully completed a term of probation will be asked to participate in the orientation to help new families navigate the process. Engaging youth and families in this process will foster an environment where youth and families can feel comfortable to ask questions and/or express concerns about the expectations of being on probation. Note: Deferred Disposition youth will NOT be allowed to participate in the probation orientations, but will offer a separate voluntary orientation to deferred youth to provide an overview of the PET program and components available through compliance.
Tracking Implementation of the Solution/Process Measures

Describe the various measures that will be used to track the implementation of the solution and how this information will be collected/maintained. (These are the "process" or "output" measures, and should reflect the steps taken to actually implement the project and its components. As general examples, process measures include things like: number of youth served, number/type of service hours provided, number/type of incentives awarded, mentors/employers recruited, beds/units acquired, reports produced, etc.)

Process/Output/Implementation Measures

ENRICHMENT COACH: The Enrichment Coach Program will produce the following:

1 Community-Based Organization selected to receive a sub-grant to implement the project.

Minimum of 2 trained intervention coaches.

Minimum of 5 youth on probation introduced to an enrichment coach at any given time when youth are at imminent risk of violation/detention admission.

An enrichment coach will initially meet with the youth for a one hour "orientation" session. (This can be an individual or group orientation depending on the number of referrals received by probation).

Additional one-on-one mentoring/coaching sessions will be established between the coach and youth/family, with sessions to occur at least once per week and maximum 3 times per week.

Upon completion of enrichment coach services, youth/families will be provided with an exit survey to gauge their experience/participation with coaching services to be completed anonymously.

Number of youth served.

Number of direct service hours provided.

Monthly contact and activity logs will be submitted to the Gloucester County Probation Division and the Administrator of the Gloucester County Youth Services Commission.

Provider will participate in keeping data on the Juvenile Automated Management System (JAMS), including intakes, completion, and quarterly reporting. Enrichment coach, with assistance from the agency, will track time coaching in contrast to transportation.

ENRICHMENT TRIPS: All youth under the supervision of Gloucester County Probation will be eligible to participate in Enrichment Trips. Eligibility for and participation in enrichment trips will be determined based on the attached criteria. Probation Officers will be responsible for identifying when criteria have been met and requesting/recommending permission for a youth/family to be eligible for step reinforcements and/or participate in enrichment activities.

TRANSPORTATION: Probation Staff will identify youth and families in need of transportation. The following data will be tracked:

- The total number of times transportation is used and to where.
- Total number of youth and families served.
- Total number of times transportation is provided, broken out by type of transportation and destination.
- Total number of times transportation was requested, and the transportation was not used by the family without notifying the appropriate agency.

FAMILY RESOURCE NIGHT formerly probation orientation program: Approximately 5-10 youth a month are newly admitted to Gloucester County Probation. Probation orientation will be held every two months with the expected participation of anywhere between 5-20 youth/families participating. To gauge the number of youth and families in attendance at orientation, probation will maintain an attendance log of youth and families participating in the orientations.
Methods for Maintaining/Collecting Data Regarding Process/Output/Implementation Measures

The Gloucester County YSC Administrator and Staff will be responsible for oversight of innovations funds, monitoring of program services, and initiating the competitive bidding process for a Probation Enrichment Coach & Transportation program.

Develop a mechanism for tracking participation in enrichment activities.

Enrichment Coach: The number of kids referred to the program by the Probation Division will be tracked by name, race/ethnicity, gender and age. A master client list will be maintained by the implementing agency that includes demographic information on all referrals received by the Probation Division. The master client list will also include the referral date, the admission date, the discharge date, the length of stay in the program, and the discharge status for each youth (i.e. successful Completion; new charge(s); violation/non-compliance/no new charges). The number of VOPs filed or avoided will be tracked to determine the program’s outcome.

The provider will be required to document and report the level of service (number of kids served and the number of direct service hours provided) by the enrichment coach on a monthly basis. A list/description of the small and large group activities, conducted by the enrichment coach with the referred youth, will be requested on a monthly basis with the attendance records/sign in sheets. Identification of the actual types of service and the format (i.e. individual, family, group…face to face, phone contact) provided by the enrichment coach will be recorded in a client contact log sheet for each youth assigned.

The provider will be registered in the JAMS system and will complete intakes, completions and quarterly reports by the YSC Administrator stated deadline.

Data will be collected by the contracted provider agency which will be provided to the YSC Administrator, and will be shared with the Gloucester County Detention Alternatives/Probation Subcommittee & CJJSI.

Transportation:
Probation Staff will identify youth and families in need of transportation. The following data will be tracked:

- The total number of times transportation is used and to where.
- Total number of youth and families served.
- Total number of times transportation is provided, broken out by type of transportation and destination.
- Total number of times transportation was requested and was not used by the family without notifying the appropriate agency.

Detention Alternative Staff will identify youth and families in need of transportation. The following data will be tracked:

- The total number of times bus passes were issued for reporting.
- Total number of youth and families served.
- Total number of times bus passes were requested and not used by the family without notifying the appropriate agency.

Family Resource Night, formerly probation orientation program: Probation staff will maintain an attendance sheet that will track the number of youth and families that attended orientation.
Impact of Proposed Solution & Outcome Measures
Briefly state the anticipated impact of the proposed solution in terms of the contributing factors described earlier and their effect on the detention system (action words include reduce, increase, etc.). Describe the various measures that will be used to evaluate these anticipated outcomes. Then, briefly describe the potential unintended consequences of the solution, and the measures/methods that will be used to monitor the occurrence of these unintended outcomes. Finally, describe how the data needed to report all of these outcome measures will be maintained/collected.

Expected Impact

- The number of kids admitted to secure detention for a VOP will decrease.
- The number of VOPs filed will decrease.
- The number of kids successfully completing probation will increase.
- The number of youth and families unable to access transportation for detention alternative reporting purposes will decrease

- Youth discharged from alternatives for program non-compliance will decrease

Outcome Measures to Gauge Expected Impact

- The number of enrichment activities organized and the number of youth and family participants.
- The number of healthy/educational activities/incentives and the number of youth participants.
- The number of youth/families who utilize the available transportation option.
- Number of incentives given out.
- Number of kids that received incentives.
- The number of youth eligible to participate in the bi-monthly Probation Orientation and the number of actual participants.

- The number of detention alternative bus passes distributed to youth and family members
- The time coaching in contrast to transportation participated in by the coaching position(s).

Potential Unintended Consequences

- Judge may want to court order the youth to the enrichment program.
- Youth may be violated for not participating in the enrichment program.
New Jersey Juvenile Detention Alternatives Initiative
Innovations Funding

INNOVATION PROPOSAL

COUNTY: Gloucester

□ New

- If checked, submit the new proposal

☑ Renewal (No changes to last year's final approved proposal or RFP)

- If checked, submit a copy of last year's final approved proposal and the most recent monitoring report

□ Renewal with Modifications* (Changes to last year's final approved proposal or RFP)

- If checked, submit modified proposal and the most recent monitoring report

Original or Revision:
(leave one blank)

☑ Original Proposal Submitted for CY 2023

☐ Revised Proposal Submitted for CY 2023**

Revision Date: ______________

Proposal addresses
DMC***

☑ The objectives and outcome measures of this proposal were developed through the lens of reducing racial and ethnic disparities

* If "Renewal with Modifications" is checked, please use a formatting change such as shading, highlighting, or underlining to draw attention to all information that represents a change from last year's proposal. Information intended for deletion should in fact be deleted (i.e., do not use strikethroughs or other formatting to indicate intended deletions).

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*** Please note: at least one Innovations proposal must be developed through the lens of reducing racial and ethnic disparities, with proposal objectives and outcome measures reflecting this focus.

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Purpose
Provide a brief overview of the innovation for which the funds will be used.

The Gloucester County Innovations sub-committee determined that there are advantages to providing appropriate support to encourage youth to successfully complete their court ordered detention alternative program while awaiting disposition. The advantages include providing a level of supervision for youth on JHED (Juvenile Home Electronic Device) and HD (Home Detention) allowing youth to remain in their home and including support for both youth and family. This service will aid with reducing the number of admissions to detention due to alternative and/or court order non-compliance. The subcommittee believes this can be achieved by:

Providing youth with the appropriate level of alternative supervision needed to remain in compliance with the conditions of their detention alternative program while remaining in the home on JHED or HD.

Increasing family/youth support, assisting with roadblocks that may get in the path of all court request and detention alternative requirements.

Through youth and family support, allowing youth who may be on a higher level of supervision the opportunity to "step-down" to lower levels of supervision while awaiting disposition.

Provide the service described above with the following goals/outcomes:

Youth and family will maintain or improve to a healthy relationship
Family will maintain appropriate youth welfare/supervision
Connection to local/regional community resources
Maintaining court ordered and detention alternative compliance while awaiting disposition

The Home supervision program will serve as an additional level of supervision between JHED and HD where the youth can be supervised in the home with or without an ankle bracelet, with support from a program case manager who will ensure the youth is compliant with the terms of an alternative program, in addition to providing supportive services to the youth and families placed in the program. This is particularly important for HD youth as supervision with HD is primarily provided by a parent/guardian only.
Identification of Problem/Systems-Improvement Need
Briefly describe the problem/systems-improvement need the innovation will address within the context of the one or two JDAI core strategies most relevant to the proposed use of funds. Briefly describe how this problem affects detention utilization (Admissions, LOS, ADP, etc.).

✓ Problem/Need as it Relates to the Most Relevant Core Strategy(ies)
The core strategy most relevant to the proposed use of funds is “Detention Alternative Cases” which includes youth in custody because of violating a detention alternative program. The core strategy requires these populations should have access to alternatives with various programs and degrees of supervision matched to the risk of the placed youth to minimize their presence in a secure facility.

✓ Impact of Problem/Need on Detention Utilization
Youth admitted to detention for an alternative violation begins with the process of the youth being discharged from the identified detention alternative program due to program non-compliance and a bench warrant issued for the youth to be detained. As this number increases, the number of detention placements can potentially increase, impacting detention admissions, average daily population (ADP), and length of stay (LOS).

In Gloucester County, admissions to detention due to non-compliance on a detention alternative have remained high since the inception of JDAI. When compared to pre-JDAI data (5.7%), admissions to detention for non-compliance increased 5.7 percentage points to 11.4% in 2017.

Specific Nature of Problem
Identify the primary factors contributing to the problem in this site. Briefly describe these factors, how the factors affect detention utilization, and the data used to assess each factor's presence in the site.

✓ Contributing Factor #1
Since the implementation of JDAI, admissions to detention as a result of non-compliance on an alternative have substantially increased through 2017.

✓ Description & Data Regarding Factor #1
When compared to pre-JDAI data (5.7%), admissions to detention for non-compliance doubled in 2017 to 11.4%.

✓ Contributing Factor #2
Based on anecdotal data, from the Juvenile Home Electronic Detention (JHED) program, a percentage of youth would have been eligible for a “step-down” to in-home detention if some level of supervision was attached to the alternative.

✓ Description & Data Regarding Factor #2
According to 2017 JHED data, roughly 20% (6 youth) of youth placed on JHED would have been eligible for in-home detention if some level of supervision was attached to the program.
✓ **Contributing Factor #3**
In Gloucester County, the majority of youth on a detention alternative are youth of color. Additionally, youth of color represent the majority of youth placed in detention for violating an alternative program.

✓ **Description & Data Regarding Factor #3**
According to the 2019 Annual JDAI data report 28 youth were placed on an alternative, and youth of color comprised 75% of the detention alternative population.

When examining detention alternative admissions to detention, youth of color comprise 75% of 2019 alternative admissions to detention.

**Contributing Factor #4**
In Gloucester County, minority overrepresentation in detention is has been identified an important area of focus in order to reduce racial disproportionality/disparity in the system.

**Description & Data Regarding Factor #4**
According to the 2019 Annual JDAI data report there is a (+54.3) percentage point gap between the percentage of youth of color represented in Gloucester County's population (25.8%) and the percentage of youth of color represented in detention (80.1%).

**Proposed Solution To Identified Problem**
(Actual words for this section might include create, establish, serve, implement, etc.) Describe the solution to the identified problem and how the requested funds will be used to implement this solution. List the specific objectives this solution seeks to achieve, and where possible, describe these objectives in terms of the JDAI core strategies and the contributing factors described earlier. Describe the specific elements/components of the solution.

✓ **Proposed Solution**
Create a home supervision program that will provide a level of supervision between in-home detention (with parental supervision) and JHED, allowing youth the opportunity to step-down to a lower level of supervision, while still providing continued case management & support to ensure successful completion on alternatives while awaiting disposition.

✓ **Objective #1**
Create and implement a home supervision program led by an outside agency who would provide case management, support and monitoring for youth placed on the alternative program pending disposition. This agency will also have an obligation of reporting case progress to the YSC Administrator, Juvenile Detention Unit and Family Court.

✓ **Objective #2**
Enhance the current Gloucester County Detention Alternatives Continuum by providing youth access to alternatives with various programs and degrees of supervision matched to the risk of the placed youth to minimize their presence in a secure facility.

✓ **Objective #3**
Extend opportunities to participate in the FAHS program to all detention alternative youth, to ensure youth of color are afforded an opportunity to additional assistance, and support services while awaiting disposition, thus reducing disparities around alternative admissions to detention and minority overrepresentation in detention.

- **Specific Elements/Components**
  Family Assistance for Home Supervision Program (FAHS): FAHS would provide a level of supervision between Home Detention and Juvenile Home Electronic Detention. Lower risk youth will have the opportunity to step down from JHED to FAHS while remaining in a community-based setting under a case manager’s supervision to avoid program non-compliance resulting in an admission to juvenile detention.

  The case manager, will work with JDU, Family Court and other involved agencies to add additional support to youth in the home through in-home site visits, providing supportive services and monitoring

- **Tracking Implementation of the Solution/Process Measures**
  *Describe the various measures that will be used to track the implementation of the solution and how this information will be collected/maintained. (These are the “process” or “output” measures, and should reflect the steps taken to actually implement the project and its components. As general examples, process measures include things like: number of youth served, number of service hours provided, number/type of incentives awarded, mentors/employers recruited, beds/units acquired, reports produced, etc.)*

- **Process/Output/Implementation Measures**
  FAHS: The FAHS program will produce the following:
  - 1 Community-Based Organization selected to receive a sub-grant to hire a case manager
  - Minimum of 2-3 youth placed on FAHS alternative program at any given time when deemed appropriate by a family court judge
  - 12 youth served annually
  - At a minimum, the case manager will have two monthly face to face contacts in order to ensure the youth is compliance with the conditions of the alternative program.
  - Monthly contact, activity logs, level of service reporting will be submitted to Gloucester County Juvenile Detention Unit, Family Court Division and the Administrator of the Gloucester County Youth Services Commission.
  - Provider will participate in keeping data on the Juvenile Automated Management System (JAMS), including intakes, completion, and quarterly reporting.

- **Methods for Maintaining/Collecting Data Regarding Process/Output/Implementation Measures**
  The Gloucester County YSC Administrator and Staff will be responsible for oversight of Innovations funds, and monitoring of program services.

  FAHS: The number of youth referred to the program by the Gloucester County Detention Alternatives Program will be tracked by: name, race/ethnicity, gender and age. A master client list will be maintained by the implementing agency that includes demographic information on all referrals received by the Courts. The master client list will also include the referral date, the admission date, the discharge date,
the length of stay in the program, and the discharge status for each youth (i.e. successful Completion; new charge(s); violation/non-compliance/no new charges).

The provider will be required to document and report the level of service (number of youth served, and the number of direct service hours provided) by the case manager on a monthly basis.

The provider will be registered in the JAMS system and will complete intakes, completions and quarterly reports in a timely manner.

Data will be collected by the contracted provider agency which will be provided to the YSC Administrator, and will be shared with the Gloucester County CJJSI.

Impact of Proposed Solution & Outcome Measures

Briefly state the anticipated impact of the proposed solution in terms of the contributing factors described earlier and their effect on the detention system (action words include reduce, increase, etc.). Describe the various measures that will be used to evaluate these anticipated outcomes. Then, briefly describe the potential unintended consequences of the solution, and the measures/methods that will be used to monitor the occurrence of these unintended outcomes. Finally, describe how the data needed to report all of these outcome measures will be maintained/collected.

✓ Expected Impact
- The number of youth admitted to detention for non-compliance on a detention alternative will decrease
- The number of youth referred to a lower level of supervision from (JHED) will increase
- The number of youth successfully completing a detention alternative will increase
- Detention alternative violations for youth of color will decrease

✓ Outcome Measures to Gauge Expected Impact
- The number of admissions to detention for non-compliance violations
- The number of youth "stepped-down" from JHED to FAHS
- The number of youth who remain successfully while participating in the FAHS Program based upon data from the FAHS master client list

✓ Potential Unintended Consequences
- Youth who violate FAHS may be placed in detention instead of stepping up to a higher level of supervision
- Access to services may not be readily available to non-minority youth

✓ Outcome Measures to Monitor Unintended Consequences
- Review FAHS discharges and placement outcomes for youth released from program (JHED, JDC etc.)
- Review admissions to alternative programs and maintain a log of youth referred to and accepted services in addition to youth who declined services to ensure that FAHS services are made available to all youth on an alternative, ensuring that youth who pose a more serious risk of violation (JHED, HD) are given preference to services regardless of race/ethnicity.
Maintaining/Collecting Data Needed to Report on All of the Above Outcomes
The implementing agency will develop a spreadsheet that will track admissions and departures by the following:
- Name,
- Race/ethnicity
- Gender
- Age.
- Demographic information on all referrals received by the Courts.
- Referral date
- Admission date
- Discharge date,
- Overall length of stay in the program and,
- The discharge status for each youth (i.e. successful Completion; new charge(s); violation/noncompliance/no new charges)
- Providing reasons why youth/family declined services

Additional data collection will include the following:
- Number of minority youth on an alternative admitted to detention for an alternative violation

All outcomes will be shared and discussed with the Gloucester County Council on Juvenile Justice Systems Improvement who is the initial oversight Committee.
RESOLUTION AUTHORIZING A CONTRACT WITH CSI TECHNOLOGY GROUP FOR A TOTAL AMOUNT OF $35,000.00

WHEREAS, the County of Gloucester (hereinafter “County”), through the County Prosecutor’s Office has a need to purchase the VAWA Muskie Report for VW services, with installation and training, used to report data as to what is accomplished with VAWA funds; and

WHEREAS, N.J.S.A. 40A:11-5(1)(dd) permits the provision and performance of goods and services for the support and maintenance of proprietary computer hardware and software without public advertising for bids; and

WHEREAS, the County can obtain said goods and services from Computer Square, Inc. d/b/a CSI Technology Group of 330 Mac Lane, Keasbey, NJ 08832, for a total amount of $35,000.00 (comprised of $30,000.00 for VAWA/Muskie Report for VW services; $3,000.00 for installation services/application setup; and, $2,000.00 for training services); and

WHEREAS, the County Treasurer has certified to the availability of funds pursuant to C.A.F. Number 22-05995 for $13,344.00, budget line items G-02-22-275-260-20299 and G-02-21-275-243-20499, and C.A.F. Number 22-05996 for $21,656.00, budget line item G-02-23-275-260-20699.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director is authorized to execute and the Clerk of the Board is directed to attest to a purchase contract with Computer Square, Inc. d/b/a CSI Technology Group for the VAWA Muskie Report for VW services, with installation and training, for a total amount of $35,000.00.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on July 20, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
PURCHASE CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
COMPUTER SQUARE, INC. d/b/a
CSI TECHNOLOGY GROUP

THIS CONTRACT is made effective the 20th day of July, 2022, by and between
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
COMPUTER SQUARE, INC. d/b/a CSI TECHNOLOGY GROUP, with offices at 330 Mac
Lane, Keasey, NJ 08832, hereinafter referred to as “Vendor”.

RECITALS

WHEREAS, the County of Gloucester, through the Prosecutor’s Office has a need for
the VAWA Muskie Report, including installation and training, for the County Prosecutor’s
Office; and

WHEREAS, N.J.S.A. 40A:11-5(I)(dd) permits the support and maintenance of
proprietary computer hardware and software without public advertising for bids; and

WHEREAS, the contract is being awarded consistent with provisions of the Gloucester
County Administrative Code and N.J.S.A. 19:44A-20.4 et seq., with this Contractor having
certified that it has not previously made and will not make a disqualifying contribution during the
term of the 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 from July 20, 2022 to December 31, 2022.

2. COMPENSATION. Vendor shall be paid a total amount of $35,000.00, as per unit
prices set forth in Vendor’s Quote dated May 12, 2022.

   It is agreed and understood that acceptance and final payment to Vendor shall be
   considered a release in full of all claims against the County for the product or service delivered.

   Vendor shall be paid in accordance with this Contract document within 30 days upon date
   of an invoice and a properly executed voucher. After approval by County, the payment voucher
   shall be placed in line for prompt payment.
3. **DUTIES OF VENDOR.** Vendor shall provide the VAWA Muskie Report, installation services, and training for staff of the County Prosecutor’s Office as per Vendor’s quote dated May 12, 2022, which are annexed hereto as Exhibit A and made a part of this Contract. The duties herein shall be binding upon execution of this Contract and shall encompass delivery made by the Vendor and the purchased item(s) received and accepted by the County.

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

   a. The Vendor will not discriminate against any employee or applicant for employment, and will ensure that equal employment opportunity is afforded to all 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 employment 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.

   b. The Vendor 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.

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

   d. The Vendor, 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.

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

   f. The 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.

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

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

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

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

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

c. If, through any cause, the Vendor 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 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 affect the validity of the indemnification provisions of this Contract, nor 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, if 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 personal injury, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property of third parties sustained in connection with this contract which results from any negligent acts or omissions of any of its officers, directors, employees, agents, servants or independent contractors. 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. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Vendor based on the merits and abilities of Vendor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the Vendor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

10. **INSURANCE.** 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.

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

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that either party is prevented from performing this Contract by circumstances beyond its control, then any obligations owing such party to the other party shall be suspended without liability for the period
12. **NON-WAIVER.** The failure by either party to enforce any particular provision of this Contract, or to act upon a breach of this Contract, the other party shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

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

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

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

16. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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

18. **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.

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

20. **CONTRACT PARTS.** This Contract consists of this document and the Vendor's quote.
dated May 12, 2022 annexed hereto as Schedule A. Should there occur a conflict in the
documents identified herein, then this Contract shall prevail.

**THIS CONTRACT** is effective as of the 20th day of July, 2022.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

Laurie J. Burns,
Clerk of the Board

Frank J. Dimarco, Director

**ATTEST:**

Computer Square, Inc. d/b/a
CSI Technology Group

By: William Yeh
Title: President & CEO
SALES TAX ID # 21-6000660

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<tr>
<th>QTY/UNIT</th>
<th>DESCRIPTION</th>
<th>ACCOUNT NO.</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
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<td>Other expenses</td>
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<td>MUSMEE REPORT FOR W/W SERVICES</td>
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<td>G-02-22-275-260-20699 - $21,656.00</td>
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CLAIMANT’S CERTIFICATE & 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 within the knowledge of this claimant in connection with the above claims; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

VENDOR SIGN HERE

DATE

TAX ID NO. OR SOCIAL SECURITY NO.

DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

DEPARTMENT HEAD

DATE

QUALIFIED PURCHASING AGENT

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

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.

APPROVAL TO PURCHASE

TREASURER / CFO

VOUCHER COPY SIGN AT X AND RETURN FOR PAYMENT
County of Gloucester Purchasing Department
PO Box 337, Woodbury, NJ 08096
(856) 863-3420 - Fax (856) 251-6777

SALES TAX ID # 21-6000660

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<td>G-02-23-275-260-20899 equipment</td>
<td>21,656.0000</td>
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Computer Square, Inc.
330 MAC LANE, KEASBEY, NJ 08832
TEL: (732) 346-0200 | www.csitech.com

Attention To
Office Manager Patricia Reid
Gloucester County Prosecutor's Office
P.O. BOX 623
Criminal Justice Complex
WOODBURY, NJ 08096
Email: preid@co.gloucester.nj.us

From
James Parent
CSI Technology Group
330 Mac Ln
Keasbey, NJ 08832
Phone: (732) 346-0200

Re: Gloucester: MUSKIE REPORT

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<tr>
<th>No.</th>
<th>Item Code</th>
<th>Description</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Amount</th>
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| 01  | NU Pros VW VAWA Muskie | VAWA/Muskie Report for VW Services  
To print the entire 62-page VAWA/Muskie report, but only the categories in section D would be collected from the application  
***This quote does not include any additional fee charged by a re-seller. | 1   | $30,000.00 | $30,000.00 |
| 02  | Installation | Installation Services  
- application setup and installation by engineers | 1   | $3,000.00  | $3,000.00 |
| 03  | Training    | Training Services  
- 1 Day of staff training | 1   | $2,000.00  | $2,000.00 |

Note:
* This quote does not include licenses for Microsoft SQL, Operating System or Office Programs.
** Limited time offer.
*** Unless additional items are purchased, this amount is fixed.
****This quote does not include any additional fee charged by a re-seller.

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<tr>
<td><strong>Total</strong></td>
<td><strong>$35,000.00</strong></td>
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RESOLUTION AUTHORIZING AN APPLICATION WITH THE NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES AND ACCEPTANCE OF THE CHILD ADVOCACY DEVELOPMENT GRANT FOR THE TERM JULY 1, 2022 TO JUNE 30, 2023

WHEREAS, the Gloucester County Prosecutor’s Office seeks to submit a grant application with the New Jersey Department of Children and Families for the Child Advocacy Development Grant for funding up to the allocated amount of $296,370.00, to be used to renovate a free-standing Child Advocacy Center and relative technology and equipment that will enhance the unit’s ability to provide services to victims and their families; and

WHEREAS, the County Prosecutor’s Office has reviewed all data supplied in the application and its attachments, and certifies to the Board of County Commissioners that all data contained therein is true and correct, and that it has submitted the grant application to the County Treasurer’s Office for review and the Treasurer’s Office has approved the application.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director or his designee is authorized to execute all documents necessary to apply to the New Jersey Department of Children and Families for the Child Advocacy Development Grant for funding up to the allocated amount of $296,370.00, for the term July 1, 2022 to June 30, 2023; and

BE IT FURTHER RESOLVED that the Board of County Commissioners hereby accepts the funds to be awarded and confirms that the funds will be used pursuant to the terms of the grant, and that the Gloucester County Prosecutor’s Office will comply with all applicable regulations of the granting authority and is designated with the responsibility for grant implementation.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on July 20, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
DATE: 7/7/2022

1. TYPE OF GRANT
   _____ NEW GRANT   _____ RENEWAL

2. GRANT TITLE: Child Advocacy Development Grant

3. GRANT TERM: FROM: 7/1/2022   TO: 6/30/2023

4. DATE APPLICATION DUE TO GRANTOR: 9/30/2022

5. CFDA NUMBER: ________________________________

6. STATE GRANT NUMBER: ________________________________

7. COUNTY DEPARTMENT: Prosecutors Office

8. DEPT. CONTRACT PERSON & PHONE NO. Stacie Lick x5608

9. NAME OF FUNDING AGENCY: NJ Dept of Children and Families

10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): funds will be used to renovate a freestanding Child Advocacy Center as well as purchase technology and equipment that will enhance the unit’s ability to provide services to victims and their families

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

12. INDIRECT COST (IC) RATE __% 

13. IC CHARGED TO GRANT: $__________________

14. FINANCIAL: Requested MANDATED
   GRANT FUNDS $ 296,370
   CASH MATCH $ ____________
   IN-KIND MATCH $ ____________
   (Attach Documentation)
   TOTAL PROGRAM BUDGET $ 296,370
15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): $ 0.00
TOTAL OTHER EXPENSES (b): $ 296,370
TOTAL FRINGE (c): $ 0.00
TOTAL PROGRAM COST (d): $ 296,370
TOTAL GRANT FUNDING (e): $ 296,370
TOTAL COUNTY FUNDING (f): $ 0.00

DEPT. HEAD: ________________________________ Signature

DATE: ________________________________

***PLEASE FORWARD ONE HARD COPY 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.
RESOLUTION ACKNOWLEDGING THE ACCURATE FEDERAL FISCAL YEAR OF FFY21 REGARDING FUNDING FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY FOR THE STOP VIOLENCE AGAINST WOMEN ACT (VAWA) GRANT PROGRAM

WHEREAS, by letter dated January 19, 2022, the Jersey Department of Law & Public Safety, Office of the Attorney General advised the Gloucester County Prosecutor’s Office of the availability of funds from the FFY20 STOP Violence Against Women Act (VAWA) Grant; and

WHEREAS, by Resolution adopted on March 16, 2022, the County of Gloucester authorized submission of a grant application for funds in the amount of $31,656.00 with an in-kind match of $206,568.00, for a total amount of $238,224.00, for the term July 1, 2022 to June 30, 2023; and

WHEREAS, by letter dated May 6, 2022, the County was notified by the New Jersey Department of Law and Public Safety that said funds were awarded for federal fiscal year 2021 (FFY21), and the County hereby acknowledges the corrected fiscal year.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the County hereby acknowledges the accurate federal fiscal year 2021 (FFY21) as per the New Jersey Department of Law and Public Safety in acceptance of the STOP Violence Against Women Act (VAWA) Grant awarded to the County for $31,656.00 with an in-kind match of $206,568.00, for a total amount of $238,224.00, for the term July 1, 2022 to June 30, 2023; and

BE IT FURTHER RESOLVED that the Director is hereby authorized to execute the grant agreement/Subaward Number VAWA-38-21.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on July 20, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
<table>
<thead>
<tr>
<th>FY AND GRANT NAME</th>
<th>FY21 STOP VAWA</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROJECT TITLE</td>
<td>County Office of Victim Witness Advocacy Victim Services Project</td>
</tr>
<tr>
<td>SUBRECIPIENT</td>
<td>Gloucester County</td>
</tr>
<tr>
<td>DUNS NO.</td>
<td>957362247</td>
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<tr>
<td>CFDA NO.</td>
<td>10.588</td>
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<td>FEDERAL AWARD IDENTIFICATION NO.</td>
<td>15JOVW-21-GG-00937-STOP</td>
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<td>FEDERAL AWARDING AGENCY</td>
<td>Office on Violence Against Women, U.S. Department of Justice</td>
</tr>
<tr>
<td>STATE ACCOUNT NO.</td>
<td>21-100-066-1020-246</td>
</tr>
<tr>
<td>SUBAWARD AMOUNT</td>
<td></td>
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<tr>
<td>Federal</td>
<td>$31,656.00</td>
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<tr>
<td>Match</td>
<td>$206,688.00</td>
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<tr>
<td>Total</td>
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</tr>
<tr>
<td>Subrecipient Indirect Cost Rate (ICR)</td>
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</tr>
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<tr>
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<tr>
<td>DATE OF AWARD</td>
<td>6/8/2022</td>
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</table>

In accordance with the provisions of 42 U.S.C. 3796§ to 3796§-5, 3796 §-6 as amended, the Department of Law and Public Safety hereby awards to the above named Subrecipient a subaward in the amount specified for the purposes set forth in the approved application. Project funds services to victims of crime.

This subaward is subject to the requirements set forth in the appropriate Federal Regulations, the General Conditions for subawards promulgated by the Department of Law and Public Safety, all applicable Statutes of the State of New Jersey and the requirements of the State of New Jersey for State and local financial accounting including the filing of single audits as required under 2 C.F.R. Part 200, Subpart F, Audit Requirements (2 C.F.R. §200,500, et seq.) and/or State Circular Letters 15-08-OMB and 07-05-OMB (if applicable). It is subject also to any general conditions and assurances, approved budget, application authorization, certifications, and special conditions attached to this program.

This subaward incorporates all conditions and representations contained or made in the application and notice of award (if applicable).

FOR THE SUBRECIPIENT:

Signature of Authorizing Official

Typed Name of Official and Title

Date

Subaward Number: VAWA-38-21

Subaward Period: 07/01/22 to 06/30/23

Subrecipient Fiscal Year Start Date: January

FOR THE STATE OF NEW JERSEY

DEPARTMENT OF LAW AND PUBLIC SAFETY

Attorney General or Designee

Date

Division Contact

Name: William H. Cranford

Title: Chief Administrative Officer

Email: grants@njoag.gov

Phone Number: (609) 376-2445
Lillian Robinson, Victim Witness Coordinator
Gloucester County Prosecutor’s Office
70 Hunter Street, P. O. Box 623
Woodbury, New Jersey 08096

Re: FFY21 STOP Violence Against Women Act (VAWA) Grant Program
Project Title: County Office of VWA Victim Services Project
Subaward Number: VAWA-38-21

Dear Ms. Robinson:

We are pleased to advise you that your agency will receive a grant in the amount of $31,656 through the FFY21 STOP Violence Against Women Act (VAWA) Grant Program. As a condition of the grant, your agency agrees to provide $206,568 as match, bringing the total project amount to $238,224. Enclosed for your grant file are copies of your budget detail form and budget narrative which have been conditionally approved. Please note your budget and budget narrative are subject to additional review and final approval from the Office of the Attorney General.

The enclosed Subaward (contract), General and Special Conditions and any accompanying documents must be signed by the authorized signatory and returned by email to our office by June 3, 2022. All documents must be emailed to vawa@njag.gov. The signed documents will be sent along with the Subaward Contract to the Office of the Attorney General for signature.

May 6, 2022
A copy of the fully executed package including the final approved project budget will be returned for your files. If you have any questions or need further assistance, contact your Program Analyst, Isaac Junius, at (609) 376-2435.

Sincerely,

William H. Cranford
William H. Cranford, Chief Administrative Officer
Division of Administration
Office of the Attorney General
Department of Law & Public Safety

Enclosure(s)
c. Tracy N. Giordano, Chief Financial Officer
   Amanda Liberto, Fiscal Contact Person
   Julie Malik, Deputy Director, Budget & Grant Operations
   Isaac Junius, Program Analyst
   Uniquea Antley, Grant Operations
RESOLUTION AUTHORIZING AN EMERGENCY CONTRACT WITH SOUTH RIVER HERITAGE CONSULTING, LLC IN AN AMOUNT NOT TO EXCEED $30,000.00

WHEREAS, the Superintendent of Buildings and Grounds and Land Preservation has notified the County Purchasing Agent and certified to the urgent need for uninterrupted archeological study and safety remediation services at Red Bank Battlefield Park (“Park”) following recent excavations and discovery of significant Revolutionary War era artifacts during the New Jersey Historical Commission Grant project led by South River Heritage Consulting, LLC (“Consultant”); and

WHEREAS, pursuant to Consultant’s scope of services proposal, it is highly likely that continued archeological fieldwork would yield additional historical artifacts and human remains, and that it is necessary that all excavation pits, materials and various equipment at the site posing a hazard to the public and staff be appropriately secured and remediated; and

WHEREAS, the County has exercised the provisions of N.J.S.A. 40A:11-6 (Emergency Purchases and Contracts) to contract with South River Heritage Consulting, LLC, 310 Arbour Drive Newark, Delaware 19713-1202, for the provision of such emergency archeological studies and project safety remediation services at Red Bank Battlefield Park; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester, that its Director is hereby authorized to execute an emergency contract between the County of Gloucester and South River Heritage Consulting, LLC in an amount not to exceed $30,000.00, for continued archeological study and safety remediation services at Red Bank Battlefield Park, effective July 1, 2022 to project completion.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, July 20, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
SOUTH RIVER HERITAGE CONSULTING, LLC

THIS CONTRACT is made effective the 1st day of July 2022, by and between THE COUNTY OF GLOUCESTER, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as “County”, and SOUTH RIVER HERITAGE CONSULTING, LLC, with a mailing address of 310 Arbour Drive, Newark, Delaware, 19713-1202 hereinafter referred to as “Consultant”.

RECITALS

WHEREAS, there exists a need for the County to contract for emergency services as defined in the Local Public Contracts Law in N.J.S.A. 40A:11-6 (EMERGENCY PURCHASES AND CONTRACTS), for continued archeological studies and safety remediation at Red Bank Battlefield Park following the recent excavations and discovery of significant historical artifacts dating from the Revolutionary War period, pursuant to a New Jersey Historical Commission Project Grant, as certified by Pete Scirrotto, Gloucester County Director of Buildings and Grounds and Land Preservation; and

WHEREAS, Consultant represents that it is qualified to provide needed emergency archeological studies and project safety remediation services at Red Bank Battlefield Park; and

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

TERMS OF AGREEMENT

1. TERM. This Contract shall be effective for the period commencing July 1, 2022, and concluding upon project completion, or on December 31, 2023, whichever shall occur sooner.

2. COMPENSATION. Consultant shall be compensated pursuant to the fee schedule set forth in the Consultant’s proposal (hereinafter “proposal”), which is attached hereto, and is incorporated into and made part of this Contract, by reference. Consultant shall be paid an amount not to exceed $30,000.00.

   Consultant 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 final payment by Consultant 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 CONSULTANT.** The specific duties of the Consultant are as set forth in Consultant’s scope of services proposal dated June 30, 2022, which is attached hereto and made a part hereof.

Consultant 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 and/or in the request for proposals, if any, as the case may be.

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

The Consultant 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. Consultant 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 Consultant 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 Consultant or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, 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 Consultant 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 Consultant’s commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Consultant 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 Consultant 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 Consultant 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, Consultant 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.

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

   E. Notwithstanding the above, the Consultant 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 Consultant, and the County may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the County from the Consultant 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 Consultant 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 Consultant, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

9. INDEMNIFICATION. The Consultant 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 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 Consultant's services or to any other persons, or from any damage to any property sustained in connection with this Contract which results from any negligent acts or omissions of any of its officers, directors, employees, agents, servants or independent contractors, or from the Consultant's failure to provide for the safety and protection of its employees, or from Consultant's performance or failure to perform pursuant to the terms and provisions of this Contract. Consultant'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. Consultant 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. Consultant shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

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

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

14. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Consultant, 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 notices by regular and certified mail to the addresses set forth above, or by personal service, or if such notices cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

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

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Consultant is an independent Contractor and is not an agent or employee of the County of Gloucester.

20. **CONFLICT OF INTEREST.** Consultant 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. Consultant further covenants that in
the performance of this Contract, no person having any such interest shall be employed.

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

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document and the Consultant’s proposal, which is attached hereto and made a part hereof. Should a conflict occur between this form of Contract and the proposal, then this Contract shall prevail.

**THIS CONTRACT** is dated this 1st day of July, 2022.

**IN WITNESS WHEREOF,** pursuant to N.J.S.A. 40A:11-3, and authorized by Resolution, the County has caused this instrument to be signed by its Chief Financial Officer, and attested by its Qualified Purchasing Agent, and Consultant has caused this instrument to be signed and attested by its properly authorized representatives.

**ATTEST:**

KIM LARTER,
QUALIFIED PURCHASING AGENT

COUNTY OF GLOUCESTER

TRACEY N. GIORDANO,
TREASURER/CFO

**WITNESS:**

SOUTH RIVER HERITAGE
CONSULTING

WADe P. CATTs
AUTHORIZED REPRESENTATIVE
COUNTY OF GLOUCESTER
CERTIFICATION OF REQUEST FOR EMERGENCY PURCHASES

THE UNDERSIGNED DEPARTMENT HEAD (OR DESIGNATED AGENT) CERTIFIES AS
FOLLOWS:

1. AN EMERGENCY CONDITION EXISTS IN _______ Land Preservation
   (NAME OF DEPARTMENT)

2. THIS EMERGENCY OCCURRED ON ________ June 26, 2022 ________
   (DATE)

3. THE NATURE OF THE EMERGENCY IS:
   Archeologist survey must continue to be excavated without interruption as there are large pits and various
   excavation materials and equipment at the site (Red Bank Park). It is creating a safety hazard to the
   public and staff who use the park.

4. THIS CONDITION CONSTITUTES AN EMERGENCY AFFECTING THE IMMEDIATE
   HEALTH, SAFETY OR WELFARE OF THE PUBLIC.

5. DESCRIPTION OF CONDITION AND HOW IT AFFECTS HEALTH, SAFETY OR WELFARE.
   Large pits and various excavation materials and equipment at the site (Red Bank Park) are creating a
   safety hazard to public and staff who use the park.

6. IT IS NECESSARY TO INVOKE N.J.S.A. 40A:11-6 (EMERGENCY PURCHASES AND
   CONTRACTS) IN ORDER TO OBTAIN THE DELIVERY OF THE MATERIALS, SUPPLIES, OR
   SERVICES DESCRIBED IN THE ATTACHED REQUISITION #N/A. THE ESTIMATED COST OF
   FURNISHING THE MATERIALS, SUPPLIES OR SERVICES IS AN AMOUNT NOT TO EXCEED
   $17,400.00.

7. PERMISSION IS REQUESTED FOR APPROVAL TO ISSUE A PURCHASE ORDER WITHOUT
   OBTAINING BIDS, PURSUANT TO THE ABOVE CITED STATUTE.

8. I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE
   THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE WILLFULLY FALSE, I
   AM SUBJECT TO PUNISHMENT.

DEPARTMENT HEAD ___________________________ DATE ____________

QUALIFIED PURCHASING AGENT _______________________________________

APPROVED BY COUNTY ADMINISTRATOR _______________________________

VIA ELECTRONIC MAIL

June 30, 2022

Jennifer Janofsky, Ph.D.  
Curator, The Whitall House at Red Bank Battlefield  
Giordano Fellow in Public History, Rowan University  
100 Hessian Avenue, National Park, New Jersey 08063

RE: Additional Archaeological Investigations  
Red Bank Battlefield-Buttonwood Road Parcel  
Borough of National Park, Gloucester County, NJ

Dear Jennifer:

South River Heritage Consulting (SRHC) understands that additional funds are available to continue the archaeological sampling of the ditch of the former Fort Mercer at Red Bank. The current archeological survey has included metal detection, ground penetrating radar (GPR), and the hand excavation of five (5) 5x5’ test units and one 6x6’ test unit, for a total of approximately 161 square feet of area focused on the fort ditch.

Based on the current investigations, the ditch contains modern (late 19th century through first decades of 20th century) artifacts in a surface layer, overlying the redeposited soils that comprise the former fort walls (containing some historical period artifacts and out of context Native American artifacts). Beneath these soils are deposits that contain artifacts and contexts dating to the period of the American Revolution. These soils comprise the bottom 6-8 inches of the fort ditch. The current investigations have recovered musket balls, iron cannon shot, lead grape shot, button fragments, a coin, a knee buckle and human remains from this portion of the trench. These artifacts are in situ and comprise a remarkable record of the events of 1777 at the site.

It is highly likely that additional excavations in the fort ditch will recover battle-related artifacts and there is a high likelihood of more human remains. We have now established a protocol for the recovery of human remains that will be followed should additional remains be uncovered.

Field Investigations

The additional test units would expand the current excavation area, offering a larger “window” into the archaeological deposits within the former fort ditch. The goal of the subsurface testing will be to target locations within the project area that have the probability of containing intact subsurface archeological
resources associated with the battle and the fort. Additional field investigations would consist of a series of hand-excavated measured test units. In the areas of the site where modern overburden soils are present, we would propose to have these soils stripped by machine. Placement and purpose of hand excavations will be based on the cumulative information gathered from the current archaeological investigations within the site (see attached rough map). The additional test units would measure 5x5'. As noted above, we would have the overburden removed by machine and then hand excavation would commence.

We would propose to excavate these units in phases, with the first phase consisting of units A, B, and C. This group of units would provide a continuous archaeological trench from the interior (north) side of the fort ditch to the exterior (south) side, utilizing test units 2 and 4. The next phase would consist of units D, E, and F, providing a larger window into the base of the ditch. Test unit G would further investigate the interior construction of the fort ditch.

Three units (H, I, and J) are proposed to be placed closer to the current Park fence in order to gather archaeological data from an area closer to the fort’s former causeway entrance (still visible on the landscape). We request that the Park removed several sections of the fence, so the units along that line could be accessed more easily. As the park’s metal fence may be replaced or removed in the future, this archaeological testing would assist in recovering sensitive archaeological resources prior to any disturbance caused by fence removal (pulling of poles, etc.). SRHC recognizes that these units may not be possible to excavate at this time.

Excavation of these units would provide a cross-section of the fort trench measuring about 10 feet wide and 30 feet across and expand the trench area under investigation to approximately 411 square feet. While the attached rough plan provides an proposed plan of additional unit placement, the plan may need to be modified based on field conditions (for example, human remains are encountered within the ditch in Test Unit 6, which is still under excavation).

TUs will be excavated by natural soil horizon to the level of culturally sterile subsoil, and interfaces will be scraped to detect stains or other subsurface features. Excavated soil will be screened through ¼-inch hardware cloth and artifacts will be bagged according to stratigraphic level. Results will be recorded on a standardized form and at least one soil profile will be drawn for each TU to record stratigraphy.

The continued archaeological study of Red Bank Battlefield Park offers an exceptional opportunity to engage local and state governments, non-profit partners, and local residents around the shared goals of increased awareness of the park and local history and to encourage stewardship and cultural resource preservation. During May and June, the public archaeology programming at this site engaged nearly 100 volunteers in the archaeological investigation, allowing hands-on opportunities to a range of local residents, school students, and heritage tourists. For the additional archaeological fieldwork we would not offer pre-registration “public days,” but propose to allow several of the volunteers that have already worked on the site to continue. The balance of the field crew will be professional archaeologists.

Archaeological Collection

As with the current investigations, artifacts recovered in the course of the field investigations will be cleaned and inventoried following curatorial guidelines and standards established by the New Jersey Historic Preservation Office and the Archaeological and Resource Protection Act (1979). To the extent possible, the recovered artifacts will be identified as to material, temporal or cultural/chronological association, style,
and function. Artifacts will be analyzed, catalogued, and curated in accordance with the National Park Service Standards, codified as 36 CFR Part 79.

Reporting

As with the current investigations, reporting will follow the SOI standards and the NJ HPO guidelines for preparing archaeological reports. The draft and final versions of the technical report will contain the following elements:

- Description of the research project and methodology
- Results of geophysical, metal detector, and archeological surveys
- Summary and recommendations with regards to possible future investigations
- Research questions for further study

The report will be fully illustrated with historic maps, modern photographs and such archaeological maps that are necessary to document the resources without compromising the protection of resources that remain in the ground.

Compensation and Terms

SRHC proposes to undertake the above Professional Services for a not-exceed-fee of seventeen thousand four hundred dollars ($17,400.00) including all Labor, Overhead, Reimbursable Expenses, and Fees associated with the project. When executed, this document will constitute our Professional Services Consulting Agreement.

Should you have any questions or wish to discuss this project further, please do not hesitate to contact me at (302) 383-5144.

Sincerely,

SOUTH RIVER HERITAGE CONSULTING

ACCEPTED BY:

Wade P. Catts, RPA
President

By: ____________________

Name: ____________________

Title: ____________________

cc. ____________________

attach.
To Bluff

RED BUSH - BUTTENROTH
ROUGH SITE PLAN

Approximate Interior Edge of Ditch

Possible Exterior Edge of Fort Ditch

□ = Proposed Additional Excavation Units [10 x 5]
Minimum 7 units - max 3