

**RESOLUTION AUTHORIZING AN AGREEMENT WITH THE GLOUCESTER
COUNTY WORKFORCE DEVELOPMENT BOARD TO SERVE AS ONE-STOP
CAREER CENTER/AMERICAN JOB CENTER OPERATOR
FROM JULY 1, 2021 TO JUNE 30, 2023**

WHEREAS, the Workforce Innovation and Opportunity Act of 2014 and the state and federal implementing regulations require Local Workforce Development Boards to use a competitive process for the procurement of a One-Stop Operator, and the Gloucester County Workforce Development Board (“GCWDB”) engaged the Gloucester County Improvement Authority (“GCIA”) via shared service agreement to conduct this competitive selection process on their behalf; and

WHEREAS, on March 14, 2021, the GCIA publically advertised for proposals seeking a Gloucester County One-Stop Career Center/American Job Center Operator, OSO/AJCO, for the term July 1, 2021 through June 30, 2023, with a two-year option for the GCWDB to extend through June 30, 2025. The proposals were opened on May 17, 2021 with the County of Gloucester (“County”) submitting the only proposal; and

WHEREAS, the GCWDB’s RFP Review Committee/Task Force recommended accepting the County’s proposal and it was formally approved at their May 30, 2021 meeting; and

WHEREAS, pursuant to the County’s proposal, Thomas Bianco, having served as the interim Operator, is uniquely qualified and is designated to serve as the Operator of the Gloucester County One-Stop Career Center/American Job Center on behalf of the County.


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

1. The Director is hereby authorized to execute and Clerk of the Board to attest to an Agreement between the County and the GCWDB designating the County responsible for the operation of the Gloucester County One-Stop Career Center/American Job Center from July 1, 2021 to June 30, 2023, along with any other pertinent and necessary documents; and
2. Thomas Bianco is designated to serve as the titled Operator on behalf of the County with no additional salary or benefit.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on June 16, 2021 at Woodbury, New Jersey.



ATTEST:


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

COUNTY OF GLOUCESTER


ROBERT M. DAMMING, DIRECTOR

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**AGREEMENT BETWEEN
GLOUCESTER COUNTY WORKFORCE DEVELOPMENT BOARD
AND
THE COUNTY OF GLOUCESTER
TO SERVE AS ONE-STOP CAREER CENTER/AMERICAN JOB CENTER
OPERATOR FROM JULY 1, 2021 TO JUNE 30, 2023**

THIS AGREEMENT is made effective the 1st day of July 2021 by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices located at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "County", and **GLOUCESTER COUNTY WORKFORCE DEVELOPMENT BOARD**, located at 1480 Tanyard Road, Sewell, New Jersey, 08080, hereinafter referred to as "GCWDB".

RECITALS

WHEREAS, the Workforce Innovation and Opportunity Act of 2014, hereinafter referred to as "WIOA" and the state and federal implementing regulations require Local Workforce Development Boards to use a competitive process for the procurement of a one-stop operator and the GCWDB entered into a shared service agreement with the Gloucester County Improvement Authority, hereinafter referred to as "GCIA" to conduct the competitive process, and

WHEREAS, on March 19, 2021, the GCIA advertised for Proposals entitled "Gloucester County One-Stop Career Center/American Job Center Operator ("OSO/AJCO"). The proposals were opened on May 17, 2021 with the County of Gloucester submitting the only proposal.

WHEREAS, the GCWDB's RFP Review Committee/Task Force recommended accepting the County's proposal and it was formally approved at their May 20, 2021 meeting; and

WHEREAS, pursuant to the County proposal, Thomas Bianco is designated to serve as the OSO/AJCO on behalf of the County.

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

1. **PURPOSE**: The OSO/AJCO is expected to collaborate with the GCWDB to provide oversight of the management and coordination of services between the WIOA Core and Required partners. The OSO/AJCO will also monitor the coordination of the delivery of services of partners and providers by seeking partner involvement in and sharing of resources within the One-Stop system, integrating a multi-funding/multi-program delivery system.

2. **TERM**: The term of this Agreement shall be from July 1, 2021 to June 30, 2023. GCWDB has the option to renew the contract for an additional term of 2 years, to June 30, 2025. Agreement awards for all years are contingent on receipt of funding from the New Jersey Department of Labor and Workforce Development (LWD).

3. **DUTIES OF COUNTY**: The specific duties and obligations of the County may be found in the Request for Proposals issued by the GCIA on behalf of the GCWDB and the County's responsive proposal both of which are incorporated herein at length and made a part of this Agreement as Attachment "A", together with all WIOA requirements and any other specifications issued by the GCWDB in connection with this Agreement. County agrees that it has or will comply with all the requirements of the WIOA, and where applicable shall continue throughout the period of the Agreement to comply with the proposal documents.

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

The County, 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 County 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 of training, including apprenticeship. The County 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 County, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the County, 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 County, 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 County agrees to make good faith efforts targeted county employment goals established in accordance with N.J.A.C. 17:27-5-2.

5. **LICENSING AND PERMITTING:** If the County 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 to perform the services which are the subject of this Agreement, then the County shall provide a copy of same to the GCWDB.

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

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

B. If, through any cause, the County, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the County shall violate any of the covenants, agreements, or stipulations of this Agreement, the GCWDB shall thereupon have the right to terminate this Agreement 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 Agreement, shall be forthwith delivered to the GCWDB.

7. **PROPERTY OF THE COUNTY:** All materials developed, prepared, completed, or acquired by Count during the performance of the services specified by this Agreement, 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 Agreement may not be assigned nor subcontracted by the County, except as otherwise agreed in writing by both parties.

9. INDEMNIFICATION: The County, where applicable, shall be responsible for, shall keep, save and hold the GCWDB harmless from, shall indemnify and shall defend the GCWDB 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 County's services or to any other persons, or from any damage to any property sustained in connection with this Agreement which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants, or from the County's failure to provide for the safety and protection of its employees, or from County's performance or failure to perform pursuant to the terms and provisions of this Agreement. The County'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: County 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. Upon request, the County shall deliver certifications of said insurance to GCWDB.

11. PREVENTION OF PERFORMANCE BY COUNTY: In the event that the County is prevented from performing this Agreement by circumstances beyond its control, then any obligations owing by the County to the GCWDB 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 Agreement, or to act upon a breach of this Agreement by County, 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 Agreement 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 Agreement.

14. NOTICES: All notices, requests, consents, approvals or other communications under this Agreement shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, or delivered by a national recognized overnight courier service which obtains delivery receipts (e.g., Federal Express) or personal delivery. Notices may also be given by facsimile transmission weekdays (exclusive of legal holidays) between the hours of 8:30 a.m. and 4:30 p.m. provided that any such transmission shall be promptly confirmed by any of the other permitted means of notice set forth above addressed to the following:

If to the County:

Thomas Bianco, OSO/AJCO
1480 Tanyard Road
Sewell, NJ 08080

If to the GCWDB:

Les Vial, Chairman
1480 Tanyard Road
Sewell, NJ 08080

With copy to:

Chad Bruner, County Administrator
2 S. Broad Street
Woodbury, N.J. 08096

With copy to:

Michelle Shirey, Executive Director
1480 Tanyard Road
Sewell, NJ 08080

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

16. **CONFLICT OF INTEREST:** County covenants that is presently has no interest which would conflict in any manner or degree with the performance of services pursuant to this Agreement.

17. **CONFIDENTIALITY:** County agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Agreement, during the term of this Agreement, except to authorized County personnel or in concert with the GCWDB.

18. **BINDING EFFECT:** This Agreement shall be binding on the undersigned and their successors and assigns.

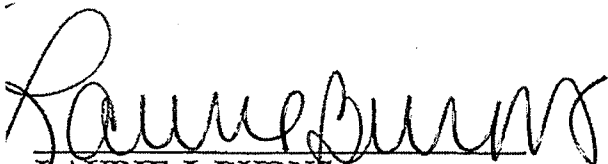
19. **AGREEMENT PARTS:** This Agreement consists of this Agreement document, the RFP for OSO/ALCO issued by the GCIA on behalf of the GCWDB and County's responsive proposal.

THIS AGREEMENT is made effective the 1st day of July, 2021.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and the GCWDB has caused this instrument to be signed by its properly authorized representative and attested to on the day and year first above written.

ATTEST:

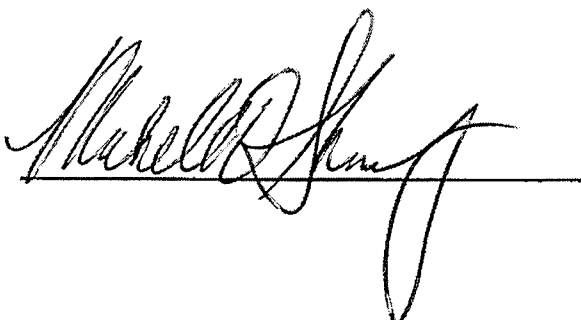
COUNTY OF GLOUCESTER


LAURIE J. BURNS
CLERK OF THE BOARD


ROBERT M. DAMMINGER
COMMISSIONER DIRECTOR

ATTEST:

GLOUCESTER COUNTY
WORKFORD DEVELOPMENT
BOARD




LES VAIL, CHAIRMAN