esolution 2008

33 - 49



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD WILLINGBORO, NEW JERSEY 08046 (609) 877-2200 FAX (609) 835-0782

April 24, 2008

Ms. Merrilee J. Torres, GIS Specialist
Burlington County Board of Chosen Freeholders
Department of Information Technology
49 Rancocas Road – Room 111
P. O. Box 6000
Mount Holly, New Jersey 08060

Re:

Data Sharing Agreement

Geographic Information System

Digital Files

Dear Ms. Torres:

Attached is a certified copy of Resolution No. 2008 - 33, regarding the above, which was adopted by Willingboro Township Council at their meeting of February 26, 2008. Also attached you will find five copies of the signed Agreement and six copies of the signed Addendum (Remington & Vernick).

On the advice of our Township Engineer, Wendell Bibbs, Remington & Vernick we did not have Civil Solutions sign off on the Addendum. Should their services be required at another time the addendum will be presented for signature.

It would be appreciated if you would return a fully executed copy to this office. Thank you.

Sincerely,

Marie Annese, RMC

Township Clerk

/ma

Att.

RESOLUTION No. 2008 - 33 A RESOLUTION AUTHORIZING THE TOWNSHIP OF WILLINGBORO TO ENTER INTO A DATA SHARING AGREEMENT FOR GEOGRAPHIC INFORMATION SYSTEM DIGITAL FILES

WHEREAS, certain data and information has been organized by the Township of Willingboro and by the County of Burlington into a digital electronic mapping format for use in various projects; and

WHEREAS, a Data Sharing Agreement between the Township of Willingboro and the Burlington County Board of Chose Freeholders through its Office of Information Technology, GIS Section, will allow the Township's officials to access to the digital Geographic Information System (GIS) data; and

WHEREAS, the Township Council of the Township of Willingboro finds that it is in the best interest of the Township of Willingboro to have access to this information for projects involving engineering, land use, environmental, transportation, stormwater drainage planning; and

WHEREAS, the Mayor of the Township of Willingboro, is hereby authorized to execute the GIS Data Sharing Agreement on behalf of the Township of Willingboro; and

NOW THEREFORE, BE IT RESOLVED, on this 26th day of February, 2008, by the Township Council of the Township of Willingboro assembled in public session, in the County of Burlington and State of New Jersey, that, this Resolution shall take effect immediately upon passage and that a copy of this resolution shall be forwarded to the Burlington County Board of Chosen Freeholders for their information and attention.

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Attest:	Jacque Mayor		enning	S	3
Darie Ques					
Marie Annese, RMC	*************************************				
Township Clerk					
and the second	Recorded Vote Councilman Ayrer	Yes	No	Abstain	Absent
	Councilman Campbell	7			
viceries	Councilman Ramsey	<i>V</i>			
CERTIFIED A TRUE COPY OF RESOLUTION ADOPT	Dep. Mayor Stephenson	n			
BY WILLINGBORD TWP. COUNCIL ON FEL	Euper 26 6.	¢			
Daniel Ory	enl				
Walter transfer	Salvatore acrossomer				

Date	-	Res.#
	r.	

DATA SHARING AGREEMENT GEOGRAPHIC INFORMATION SYSTEM DIGITAL FILES

THIS AGREEMENT (having a term which expires December 31, 2012) is made by and between the Board of Chosen Freeholders of the County of Burlington (hereinafter referred to as "The Board"), a body politic and corporate of the State of New Jersey, having its administrative offices at 49 Rancocas Road, Mount Holly, NJ, 08060 and Willingboro Township, having its administrative offices at Municipal Complex, One Salem Road Willingboro, NJ 08046 (the preceding entities hereinafter will be referred to as the "Parties");

WITNESSETH:

Whereas, certain wide array of data and information has been organized by both parties in a digital electronic mapping format for use in projects (hereafter referred to as the "Information"); and

Whereas, the data included in the Information can be used in projects involving, but not limited to, land use planning, environmental planning, transportation planning and related activities; and

Whereas, the Parties have determined that the proposed uses of the Information are in accordance with each Parties respective policy concerning use of the information; and

Whereas, the Parties are willing to release the Information to each other on certain terms and conditions; and

Whereas, Willingboro Township requests data for the purpose of support of GIS implementation; and

Whereas, the Parties agree to enter into this cooperative, on-going partnership/relationship to facilitate data sharing and/or the provision of in-kind services between the two agencies whenever feasible. In-kind services provided by Burlington County may include, but are not limited to, facilitation of informational meetings, minor remote technical support, and inclusion in available basic GPS and GIS training as well as equipment sharing on an as needed basis dependent on availability of equipment and/or personnel

Now, therefore, in consideration of the foregoing and of the mutual covenants and promises contained herein, the Parties agree as follows:

- 1. The Parties agree to release the Information to each other, excluding that part of the Information that is considered secured and/or proprietary. Excluded Information includes the Engineering topographic database and all associated Information of that database. The Board's agent in releasing this information and administering this agreement will be the Burlington County Department of Information Technology.
- 2. The Parties also agree to make available to each other any mapped or digital data that it has developed which would benefit the other party but is not considered secured and/or proprietary.
- 3. The Parties agree that their receipt and use of the Information shall be at their sole and exclusive risk and subject to the following restrictions:
- (a) The Parties shall only use secured and /or proprietary Information for internal use.

- (b) The Parties shall not release, give, sell, lend, lease or convey in any manner any secured and/or proprietary Information in digital form. The release of the Information can occur as background or finished layers in paper maps that are part of the Parties' projects.
- (c) The Parties make no representations of any kind, including but not limited to, warranties of merchantability or fitness for a particular use, nor are any such warranties to be implied with respect to the Information furnished pursuant to this agreement.
- (d) Any maps, publications, reports or other documents produced as a result of the use of Burlington County's Information as received pursuant to a data sharing agreement entered into by the New Jersey Department of Environmental Protection (NJDEP) and Burlington County shall credit the Burlington County Geographic Information System and the NJDEP Geographic Information System as the source of the data with the following disclaimer:

This (map/publication/report) was developed using digital data from the Burlington County and New Jersey Department of Environmental Protection Geographic Information Systems. This (map/publication/report) is a secondary product and has not been verified by the County of Burlington or the New Jersey Department of Environmental Protection. It is not authorized by either party.

(e) Any maps, publications, reports or other documents produced as a result of the use of data created by Burlington County shall credit the Burlington County Geographic Information System as the source of the data with the following disclaimer:

This (map/publication/report) was developed using digital data from the Burlington County Geographic Information System. This (map/publication/report) is a secondary product and has not been verified by the County of Burlington. It is not authorized by the County of Burlington.

- (f) The Parties are responsible for understanding the accuracy limitations of the digital data layers in the information and will use the information accordingly. Any reproduction or manipulation of the above data must ensure that the coordinate reference system remains intact.
- (g) A digital copy of any improvements, corrections or modifications that are made to the original data must be returned to the respective Party in a reasonable period of time from their creation date. The digital format used for the return will be the same as the format used to transfer the data from the original holder of the Information (one of the Parties specified in this agreement.).
- (h) Documentation, or metadata, must be provided for all data that is transferred as original data or as later revisions. The metadata will include, but not be limited to, manuscript mapping sources, manuscript mapping methodology, manuscript mapping projection, manuscript mapping criteria, general hardcopy to digital conversion methodology statement (if applicable), manuscript scale, names and category descriptions of any classification systems used, coordinate system & datum data was created in, accuracy statement, and description of unique fields in the database. If any of the above information is not known to the preparer of the metadata, this must be indicated and the remaining information provided.
- 4. In the event one of the Parties determines that it is necessary to seek judicial relief for the others violation of the above-described restrictions, the Party in violation thereof shall be responsible for all costs, including attorney fees, incurred by the Party seeking judicial relief.

- 5. In addition to the Parties' right to seek judicial relief in the event of violation of said restrictions by the violator's use of the Information, the Party seeking judicial relief shall have the right to seek appropriate damages therefore from the violating Party including, but not limited to, the cost of the benefit realized by the violating Party for each improper use of the Information in each individual project.
- 6. Both Parties shall not hold each other liable for any and all damages, whether direct, indirect, special, incidental or consequential, arising out of acceptance or use of the Information. The Parties acknowledge and agree to assume the risk of any and all inaccuracies contained in the Information. The Parties assume the risk of injury or damage resulting from the release of the Information, or any part thereof, to any person, including to the public.
- 7. The Parties shall not hold each other liable for any and all damages, including consequential damages, to any equipment of the Recipient caused by the use or attempted use of the Information. Receivers of Information hereby acknowledge the following:

The Information can be provided in ESRI shapefile, Arc/Info Interchange format (*.e00 format), ArcInfo coverage, ESRI personal geodatabase, or DXF (Digital Exchange Format) files. All digital data will be in the NAD83 Stateplane coordinate system with the units of measure being feet. The receiving Party of the Information shall be solely responsible for any further translation of files into other formats. If any of the above options are selected, the sending Party shall not be responsible for errors or inaccuracies created in the translation process.

The Information's transfer media options will include recordable CD (CD-R), 3.5" high density diskette or e-mail. The files may be compressed if desired. The media that will be used in the transfer can be provided one of two ways; 1) the receiving party may provide the media for the transfer, or 2) the sending Party may provide the media at cost and the receiver retains ownership of the media. If option 2 is used, the receiver agrees to pay the sender in full within 45 days of the receipt of the Information.

- 8. Both Parties shall be responsible for and shall keep, save and hold each other harmless, including their servants, officers, agents and employees from and against any and all claims, demands, suits, actions, recoveries, judgements, costs and expenses in connection therewith on account of personal injury, loss of life and damage and loss of real and personal property of any person, agency, corporation, or government entity arising out of or in consequence to the recipients' acceptance and use of the Information.
 - 9. The Parties may not assign this agreement.
- 10. The waiver of a breach of any provision of this Agreement by the Board shall not operate or be construed as a waiver of any subsequent breach. The Board's failure to declare the other Party in breach of this contract shall not constitute waiver thereof.
- 11. This Agreement shall be governed by New Jersey law. If any provision of this agreement shall be or become invalid such invalidity shall not affect the validity or enforceability of any other provision hereof.

IN WITNESS WHEREOF and intending to be legally bound, the Board caused this agreement to be executed by its duly authorized agent in accordance with the Rules of the Board on the date indicated.

IN WITNESS WHEREOF and intending to be legally bound, Willingboro Township, has caused this Agreement to be executed by its duly authorized agent and, if pertinent, its corporate seal to be affixed hereto on the date indicated.

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(SEAL)	(SEAL)
BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON	WILLINGBORO TOWNSHIP
Date:	Date: 2/26/08
Attest:	Attest: Otto per

WIT-2008-01

GEOGRAPHIC INFORMATION SYSTEMS ADDENDUM TO MASTER DATA SHARING AGREEMENT

This addendum establishes an understanding for work to be performed in providing GIS support to Willingboro Township Planning Board and Willingboro Township Zoning Board of Adjustment in the capacity engineer. The work is to be performed by Remington & Vernick Engineers having its offices at 232 Kings Highway East, Haddonfield, NJ 08033 under an agreement with Willingboro Township.

All parties acknowledge that a master data sharing agreement exists between Willingboro Township and County of Burlington and agree to abide by the terms and conditions included therein with respect to work that will be performed as described in this addendum. Should Remington & Vernick Engineers cease to function in any above listed capacity, this addendum shall cease and terminate as it relates to the specific terminated capacity.

It is understood by all parties and reaffirmed in accordance with the terms of the master data sharing agreement that within 30 days after completion of any projects or contracts, or termination of professional services in any listed capacity, that the digital results will be sent to the Burlington County Department of Information Technology, Geographic Information Systems Section via CD(s) at 49 Rancocas Road, Mount Holly, NJ 08060.

Willingboro Township 2/26/08 Remington & Vernick Engineers 126/08 **County of Burlington** Augustus M. Mosca, County Administrator Date

Board of Chosen Freeholders Of The County of Burlington MOUNT HOLLY, NEW JERSEY



DEPARTMENT OF INFORMATION TECHNOLOGY 49 Rancocas Road, Room 111 P.O. Box 6000 Mount Holly, NJ 08060-6000 Nicholas J. Behmke
Acting Director of Information Technology
Telephone No. - (609) 265-5125
FAX No. - (609) 265-3721
Email - NBehmke@co.burlington.nj.us

RECEIVED PSO OFFICE OF THE PAY MANAGER WILLINGBORD, NEW JERSEY

January 8, 2008

Joanne Diggs Acting Township Manager Willingboro Township Municipal Complex One Salem Road Willingboro, NJ 08046

Dear Ms. Diggs:

The term of the GIS Data Sharing Agreement (DSA) between Willingboro Township and the Burlington County Department of Information Technology will expire on December 31, 2007. All associated addenda for Willingboro Township's professional consultants will also expire on December 31, 2007. In order to continue sharing of Geographic Information System (GIS) data, the GIS DSA and applicable addenda must be renewed. Once completely executed, the new GIS DSA and addenda will have an expiration date of December 31, 2012.

As before, Willingboro Township's DSA will act as a master agreement for Willingboro Township's associated professional consultants (planner, engineer, etc.). Any of these associated organizations interested in acquiring GIS data will be required to sign a separate, project specific, one-page addendum agreeing to abide by the terms of the master DSA between Willingboro Township and Burlington County Department of Information Technology, GIS Section.

Enclosed please find five copies of a new Data Sharing Agreement with Burlington County Department of Information Technology that replaces the existing one. As before, entering into a Data Sharing Agreement with Burlington County, Department of Information Technology will entitle Willingboro Township to obtain digital GIS data and enter into an equipment sharing agreement on an as needed basis.

Currently, our records show that addenda for the following professionals have been requested and/or executed:

Organization: Remington & Vernick Engineers

<u>Purpose/project:</u> providing GIS support to Willingboro Township Planning Board and Willingboro Township Zoning Board of Adjustment in the capacity engineer

Organization: Civil Solutions, A Division of ARH

Purpose/project: providing GIS data services to realign existing spatial data

Six copies of a one-page addendum to Willingboro Township's master Data Sharing Agreement have been enclosed *for each* of the listed entities. This addendum will entitle the professional entity to GIS data for use in the specified projects.

Please have each of these documents signed by the appropriate parties and return all signed originals to Merrilee Torres at the above referenced address. Once signed by the Burlington County Administrator, a certified copy of the Data Sharing Agreement and addenda will be returned to you. At that time, GIS data can be released to Willingboro Township and the professional entity.

Should you wish to either include or exclude addendums for Willingboro Township's associated entities, please notify us of your position in writing. If you have any questions, please contact Merrilee Torres at (609) 702-7067 or mtorres@co.burlington.nj.us. Thank you very much for your assistance in this matter.

Sincerely,

Nicholas J. Behmke

Nuble of Ahk

Acting Director of Information Technology

Enclosures (17)

mt

cc: Kevin Zelinski, Associate, Remington & Vernick Engineers

Richard Rehmann, Civil Solutions, A Division of ARH

Rich Brevogel, Willingboro Township

Larry Harding, Willingboro Township

Carl V. Buck III, Senior Assistant Solicitor

Merrilee J. Torres, GIS Specialist

This addendum establishes an understanding for work to be performed in providing GIS data services to realign existing spatial data. The work is to be performed by Civil Solutions, A Division of ARH having its offices at 850 South White Horse Pike, PO Box 579 Hammonton, NJ 08037-2019 under an agreement with Willingboro Township.

All parties acknowledge that a master data sharing agreement exists between Willingboro Township and County of Burlington and agree to abide by the terms and conditions included therein with respect to work that will be performed as described in this addendum. Should Civil Solutions, A Division of ARH cease to function in any above listed capacity, this addendum shall cease and terminate as it relates to the specific terminated capacity.

It is understood by all parties and reaffirmed in accordance with the terms of the master data sharing agreement that within 30 days after completion of any projects or contracts, or termination of professional services in any listed capacity, that the digital results will be sent to the Burlington County Department of Information Technology, Geographic Information Systems Section via CD(s) at 49 Rancocas Road, Mount Holly, NJ 08060.

Willingboro Township

6

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Willingboro Township Date Attest: Civil Solutions, A Division of ARH Date Attest: **County of Burlington** Augustus M. Mosca, County Administrator Date

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Willingboro Township Date Attest: Civil Solutions, A Division of ARH Date **County of Burlington** Augustus M. Mosca, County Administrator Date

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Willingboro Township Date Civil Solutions, A Division of ARH Date Attest: **County of Burlington** Augustus M. Mosca, County Administrator Date Attest:

WILLINGBORO TOWNSHIP ONE SALEM ROAD, WILLINGBORO, N.J. 08046

Phone No. (609) 877-2200 Fax No. (609) 835-0782

	TELEFAX COVER SHEET
то:	ORISTAL H. BOWIE EST.
COMPANY:	Y
DATE:	2/11/07/
TO FAX NO.	# /
FROM: SUBJECT:	MARIE TEXT. 6203 PAGES 5 DOOS DAIA SHARING AGR. Nove ITEM 5
FOR YOUR	INFORMATION PLEASE RESPOND

THANK YOU.

		*	
Jate.			

DATA SHARING AGREEMENT GEOGRAPHIC INFORMATION SYSTEM DIGITAL FILES

Res.#

THIS AGREEMENT (having a term which expires December 31, 2007) is made by and between the Board of Chosen Freeholders of the County of Burlington (hereinafter referred to as "The Board"), a body politic and corporate of the State of New Jersey, having its administrative offices at 49 Rancocas Road, Mount Holly, NJ, 08060 (hereinafter referred to as the "Board") and Willingboro Township, having its administrative offices at Municipal Complex, One Salem Road, Willingboro, NJ 08046 (the preceding entities hereinafter will be referred to as the "Parties");

WITNESSETH:

Whereas, certain wide array of data and information has been organized by both parties in a digital electronic mapping format for use in projects (hereafter referred to as the "Information"); and

Whereas, the data included in the Information can be used in projects involving, but not limited to, land use planning, environmental planning, transportation planning and related activities; and

Whereas, the Parties have determined that the proposed uses of the Information are in accordance with each Parties respective policy concerning use of the information; and

Whereas, the Parties are willing to release the Information to each other on certain terms and conditions; and

Whereas, Willingboro Township requests data for the purpose of support of GIS implementation;

Now, therefore, in consideration of the foregoing and of the mutual covenants and promises contained herein, the Parties agree as follows:

- 1. The Parties agree to release the Information to each other, excluding that part of the Information that is considered secured and/or proprietary. Excluded Information includes the GIS tax parcel and Engineering topographic databases (and all associated Information of those databases). The GIS tax parcel database may be released if the receiver of the information is a governmental, educational or non-profit agency and fits the exclusions as indicated in the Burlington County GIS Section Data Distribution Policy (other restrictions may apply). The Board's agent in releasing this information and administering this agreement will be the Burlington County Data Processing Center.
- 2. The Parties shall be allowed to use the Information for internal projects and shall not disseminate the Information or any part thereof to any public or private agency, person or group without the data originators' (one of the Parties) prior written approval. Requests for release of some or all of Burlington County's part of the Information shall be directed to the Burlington County Data Processing Center.
- 3. The Parties agree that their receipt and use of the Information shall be at their sole and exclusive risk and subject to the following restrictions:
 - (a) The Parties shall only use the Information for internal use.
 - (b) The Parties shall not release, give, sell, lend, lease or convey in any manner the Information in digital form to any person. The release of the Information can occur as background or finished layers in paper maps that are part of the Parties' projects.
 - (c) The Parties makes no representations of any kind, including but not limited to, warranties

of merchantability or fitness for a particular use, nor are any such warranties to be implied with respect to the Information furnished pursuant to this agreement.

(d) Any maps, publications, reports or other documents produced as a result of the use of Burlington County's Information as received pursuant to a data sharing agreement entered into by the New Jersey Department of Environmental Protection (NJDEPE) and Burlington County shall credit the Burlington County Geographic Information System and the NJDEPE Geographic Information System as the source of the data with the following disclaimer:

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- 4. In the event one of the Parties determines that it is necessary to seek judicial relief for the others violation of the above-described restrictions, the Party in violation thereof shall be responsible for all costs, including attorney fees, incurred by the Party seeking judicial relief.
- 5. In addition to the Parties' right to seek judicial relief in the event of violation of said restrictions by the violator's use of the Information, the Party seeking judicial relief shall have the right to seek damages therefor from the violating Party in the hard had have the right to seek damages with the seek in the party of the last the
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Parties assume the risk of injury or damage resulting from the release of the Information, or any part thereof, to any person, including to the public.

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- 8. Both Parties shall be responsible for and shall keep, save and hold each other harmless, including their servants, officers, agents and employees from and against any and all claims, demands, suits, actions, recoveries, judgements, costs and expenses in connection therewith on account of personal injury, loss of life and damage and loss of real and personal property of any person, agency, corporation, or government entity arising out of or in consequence to the recipients' acceptance and use of the Information.
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- 11. This Agreement shall be governed by New Jersey law. If any provision of this agreement shall be or become invalid such invalidity shall not affect the validity or enforceability of any other provision hereof.

IN WITNESS WHEREOF and intending to be legally bound, the Board caused this agreement to be executed by its duly authorized agent in accordance with the Rules of the Board on the date indicated.

IN WITNESS WHEREOF and intending to be legally bound, Willingboro Township, has caused this Agreement to be executed by its duly authorized agent and, if pertinent, its corporate seal to be affixed hereto on the date indicated.

(SEAL)

BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON

Augustus N. Mora

Date: 5-2-05

Attest: Sharon Monte gars

(SEAL)

WILLINGBORO TOWNSHIP

Date: OpreD6, 2005

All'a Completo

Attes Dare Vice

WILLINGBORO TOWNSHIP ONE SALEM ROAD, WILLINGBORO, N.J. 08046

Phone No. (609) 877-2200 Fax No. (609) 835-0782

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WILLINGBORO TOWNSHIP ONE SALEM ROAD, WILLINGBORO, N.J. 08046

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WILLINGBORO TOWNSHIP ONE SALEM ROAD, WILLINGBORO, N.J. 08046

Phone No. (609) 877-2200 Fax No. (609) 835-0782

	TELEFAX COVER SHEET
T0:	MR. FRMSIRONS / Ms Bowie
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State of New Jersey

DEPARTMENT OF COMMUNITY AFFAIRS 101 SOUTH BROAD STREET PO BOX 810 TRENTON, NJ 08625-0810

JON S. CORZINE GOVERNOR Joseph V Doria, Jr. ACTING COMMISSIONER

January 9, 2008

The Honorable Jeffrey E. Ramsey Mayor, Willingboro One Salem Road Willingboro, New Jersey 08046

Re: State Local Cooperative Housing Inspection Program

Dear Mayor Ramsey:

On behalf of Governor Jon S. Corzine and the New Jersey Department of Community Affairs, it is my pleasure to welcome Willingboro's participation in the State Local Cooperative Housing Inspection Program. Under this Program, your municipality has requested and received authorization to conduct the State mandated inspections of hotels and multiple dwellings within its jurisdiction on behalf of the Bureau of Housing Inspection during the period from July 1, 2007 to June 30, 2008. This authorization is based upon the requirement that these inspections and their related activities be conducted in strict accordance with the Conditions of Authorization enclosed with this letter.

In order to pay your municipality for conducting these State inspections during Fiscal year 2008, the Bureau has allocated the sum of \$400.00. This amount is based upon the number of hotels, motels and multiple dwellings in your municipality that will require inspection during Fiscal year 2008. In addition to the current inspections, this number may also include inspections determined by the Bureau to be overdue.

To indicate your acceptance of this authorization, please sign both copies of this letter and return one copy to George Eaton, Supervisor of the State Local Cooperative Housing Inspection Program, Bureau of Housing Inspection, Post Office Box 810, Trenton, New Jersey 08625-0810. Please retain the other copy for your files.

I thank you for your interest in the Department's State Local Cooperative Housing Inspection Program and look forward to working with you during the upcoming months toward our common goal of ensuring safe and decent housing within your municipality.

Sincerely,

Apother & Alle

Cynthia Wilk

/Director

Division of Codes and Standards

Willingboro Enclosure Change To Magor Tennings



State of New Jersey

DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO BOX 810
TRENTON, NJ 08625-0810

JON'S. CORZINE GOVERNOR JOSEPH V. DORIA, JR. ACTING COMMISSIONER

I am pleased to inform you that your municipality is authorized, subject to the conditions set forth in the enclosed document entitled "Conditions of Authorization", to perform inspections on behalf of the Bureau of Housing Inspection. The reservation of funds and authorization to inspect is effective upon our receipt of two signed copies of the Division of Codes and Standards Director, Cynthia Wilk's letter, which is enclosed.

The authorization hereby conferred is subject to revocation in the event that the work submitted by your municipality is inadequate as to either quality or quantity or in the event of any other failure to comply with the enclosed Conditions of Authorization.

It is my pleasure to forward Director Wilk's letter reserving funds to pay your municipality for inspections of hotels and multiple dwellings pursuant to the Hotel and Multiple Dwelling Law, N.J.S.A. 55:13A-1 et seq. and the Regulations for Maintenance of Hotels and Multiple Dwellings, N.J.A.C. 5:10-1 et seq. If, during the course of the year, you anticipate your earnings to exceed the amount of the reservation, please contact us at (609) 633-6240, so that appropriate action can be taken.

Sincerely,

Mark J. Botsko

Chief

Bureau of Housing Inspection



CONDITIONS OF AUTHORIZATION

Definitions - Unless otherwise indicated, the within terms shall have the following meanings:

Act - Act shall mean the Hotel and Multiple Dwelling Law (P.L. 1967, C. 76 as amended, N.J.A.C. 55:13A-1 et seq.).

<u>Building</u> - Building shall mean a multiple dwelling as defined by the N.J.S.A. 55:13A-3(k) or a hotel as defined by N.J.S.A. 55:13A-3(j) subject to the jurisdiction of the Bureau of Housing Inspection.

Bureau - Bureau of Housing Inspection.

<u>Certificate of Inspection</u> - shall mean the certificate issued by the Bureau, pursuant to N.J.S.A. 55:13A-13, to the owners of the buildings that are found to be in compliance with the Regulations.

<u>Certificate of Registration</u> - shall mean the certificate issued by the Bureau, pursuant to N.J.S.A. 55:13A-12, to the owners of buildings that have been properly registered.

<u>Commissioner</u> - Commissioner shall mean the Commissioner of Community Affairs.

<u>Department</u> - Department shall mean the Department of Community Affairs

<u>Local Enforcing Agency (LEA)</u> – A permanent municipal, county or interlocal agency maintained for the purpose of conducting inspections and enforcing building maintenance laws, ordinances, codes and rules, that is supervised by, and has all hotel and multiple dwelling inspections performed by, persons licensed under N.J.A.C. 5:10-1 et seq.

<u>Municipality</u> - Municipality shall mean the <u>municipality</u> or <u>county</u> authorized by a letter transmitted together herewith to perform inspections on behalf of the Bureau.

Owner - Owner shall mean the person who owns, purports to own, or exercises control of any hotel or multiple dwelling.

<u>Registration</u> - Registration shall mean registration of a hotel or multiple dwelling in accordance with N.J.S.A. 55:13A-12.

<u>Regulations</u> - Regulations shall mean the current Regulations for the Maintenance of Hotels or Multiple Dwellings (N.J.A.C. 5:10-1.1 et seq.) promulgated pursuant to N.J.S.A. 55:13A-7.

<u>Shall</u> – As used in this Conditions of Authorization, is always to be construed as mandatory.

- 1. The Municipality shall comply with all provisions of the Act and Regulations whether explicitly referred to herein or not, and with all directives of the Bureau issued pursuant thereto.
- 2. The Department shall create a reservation for the purchase of inspection services from the Municipality during the period from July 1 to the following June 30 and shall give notice to the Municipality of the amount of such reservation for this period. The Municipality may make requisitions against this Reservation in amounts not to exceed credits earned under Paragraph 7 Section A, B, and C at the time of requisition. Said reservation may be decreased by the Department, if in its sole discretion, it determines that the Municipality cannot reasonably be expected to do enough work satisfactory to the Department to earn the full amount of the Reservation before the end of the State's fiscal year.
- 3. The Municipality shall perform the following services:
 - A. The Municipality shall identify all unregistered or improperly registered buildings within the Municipality. A separate information form prescribed by the Bureau shall be completed and promptly forwarded to the Bureau for each such building.
 - B. The Municipality shall be obligated to keep the local registry accurate by promptly reporting to the Department all transfers of ownership, demolitions, alterations, and construction of buildings within the Municipality and by reporting all errors that may appear.
 - C. The municipality or county shall inspect, in each State fiscal year, all of the multiple dwellings and hotels and units of dwelling space therein which the Bureau determines to be subject to cyclical inspection in that fiscal year.
 - D. The inspections, that are required to be performed pursuant to Paragraph C above, shall be completed and submitted, to the Bureau within 90 days of their date assigned.
 - E. All buildings are to be inspected in accordance with the most recently promulgated Regulations.
 - F. The Municipality shall, in addition to whatever local procedures it chooses to adopt, make an inspection report concerning each inspected building upon forms prescribed by the Bureau. The local program official(s) designated by the Municipality and approved by the Department shall sign all inspection and reinspection reports submitted to the Bureau. Such reports shall include the name of the inspector who performed the inspection and shall be submitted to the Bureau not less frequently than once per month. In the event that an inspection of a building discloses a violation of the Regulations constituting an imminent hazard to the health, safety and welfare of its occupants, the Municipality shall without delay transmit its inspection report and findings to the Bureau for appropriate action. All reports submitted to the Bureau, which disclose violations shall be clearly segregated from reports, which disclose no violations.

- G. When specifically requested by the Bureau, the Municipality shall conduct, within one week of the request, reinspection of those buildings where violations were discovered at the time of the original inspection. The Municipality shall make a reinspection report concerning each building upon forms prescribed by the Bureau and forward such reports to the Bureau upon completion thereof. No reinspection reports will be accepted for credit unless all original reported violations have been reinspected. The Bureau shall be responsible for any other functions of the enforcement procedure, which can be undertaken on a local level. Only the Bureau shall grant extensions of time to complete abatement.
- H. The Municipality shall provide the Department with such information as may be necessary to determine the eligibility of the Municipality for funds that may be requisitioned by it under the Paragraph 7 hereof; including without limitation, copies of past, current and projected operation budgets and tables of organization for the Municipal Departments undertaking inspection and related duties. The Municipality shall also supply the Bureau with a list of appropriate totals of those buildings within its boundaries, which are not registered or inspected by the end of each State fiscal year.
- I. The Municipality shall be solely responsible for compliance with Local, State, and Federal Law pertaining to the dislocation and relocation of individuals, families and businesses. Nothing herein shall limit the Municipality from applying to the Department for relocation assistance, as it may deem necessary.
- J. The Municipality shall perform, within its boundaries, inspections of those buildings that are the subject of complaints received by the Bureau. Such inspections shall be complete and performed in accordance with Paragraph 3, Section D and included in the regular cycle of inspections. However, in the event that the building, which is subject of the complaint; has been issued a valid Certificate of Inspection, by the Bureau, the first inspection and reinspection shall be limited to the subject matter of the complaint.
- K. All persons employed by a municipality or county to perform inspections under the Multiple Dwelling Act, shall be licensed pursuant to N.J.A.C. 5:10-1B. Inspectors acceptable and **certified** by the Bureau shall perform all inspections pursuant hereto. The Municipality shall provide to the Bureau two passport photos and both resumes and Conflict of Interest Questionnaires, of all inspectors whom the Municipality intends to assign to perform inspections pursuant hereto. No inspector disapproved by the Bureau shall perform any inspections pursuant hereto. Upon request of the Bureau, the Municipality shall provide to the Bureau such further information concerning any inspector whom the Municipality assigns or intends to assign to perform inspections pursuant hereto as the Bureau may require. In the event that the Bureau deems the quality of an inspector's work to be unsatisfactory and so advises the Municipality, then the Municipality shall immediately cease to assign inspections required to be performed pursuant hereto to the said inspector. Upon termination of an inspector, the photo ID supplied by the Bureau shall be returned to the Bureau immediately. All inspectors assigned by the Municipality to perform inspections pursuant hereto shall attend, and shall be required by the Municipality to attend, training sessions scheduled by the Bureau when such attendance is required by the Bureau and any such inspector is not specifically excused by the Bureau.

Inspections made in conjunction with newly constructed or converted buildings as described in N.J.S.A. 52:27D-119 et seq. are not authorized.

- L. In the event that the municipality chooses to establish itself as a Local Enforcement Agency (LEA) pursuant to N.J.A.C. 5:10-1A, the municipality will be removed from the State-Local-Cooperative-Housing-Inspection-Program upon passage of the municipal ordinance that establishes them as an LEA, All previously completed and outstanding inspections, reinspections, etc. become the responsibility of the Bureau of Housing Inspection until their completion. All outstanding assignments shall be returned to the Bureau for completion once the LEA is established.
- 4. The Department or Bureau shall do the following:
 - A. The Bureau shall supply the Municipality with a listing of all buildings within the Municipality's boundaries registered or on file with the Bureau, and such other information regarding inspection and enforcement activities of the Municipality and the Bureau as may reasonably be required.
 - B. The Department shall furnish to the Municipality all forms or documents, which are or may become necessary to carry out the duties assumed hereunder.
- 5. The Bureau, upon receipt of each inspection report disclosing a violation or violations, may initiate whatever enforcement or compliance proceedings, as it deems fit and appropriate.
- 6. The Department shall credit the Municipality in accordance with the following formulas:
 - A. Upon formal registration of each building not now registered, the Municipality shall be credited with an amount of \$10.
 - B. The Municipality shall be credited for inspections performed as follows: \$23 per unit for up to and including 7 units, \$15 per unit for the next 16 units, \$12 per unit for the next 24 units, and \$9 per unit for all units in excess of 47 units. Credits for projects will be calculated in the same manner using the total number of units in the project as a base. Credit for reinspection will be \$8 per unit reinspected with a minimum of \$10 per building. In the event of Administrative hearings and/or court appearances, the Department shall credit the Municipality with a maximum of \$25 per full day for each municipal witness required to appear. Without prior permission, Municipal attendance at Departmental hearings shall be limited to one person per day.
 - C. The Municipality shall be credited with \$10 for each transfer of ownership, or creation of a building when the Municipality is responsible for such information reaching the Department in the first instance.
 - D. The Municipality shall be credited with an amount of \$10 per unit for each first inspection and each reinspection when the inspection is performed as a result of a complaint received by the Bureau, and when the building that is the subject of the complaint has been issued a valid Certificate of Inspection by the Bureau. In the event that the building complained of has not been issued a Certificate of Inspection, the Municipality will be credited in accordance with Paragraph 7, Section B for the first inspection and reinspection.
 - E. No credit shall be allowed for any work that is not satisfactory to the Bureau.

- 7. The Municipality may from time to time make requisitions against the Reservation, as may be approved by the Commissioner, up to but not in excess of the amount of credits outstanding in said account as of the date of the requisition; said requisition shall be nevertheless expressly limited to reimbursement to the Municipality for existing or additional expenses incurred in carrying out the duties assumed by it hereunder or to improve its housing inspection program and to supplement the locally approved budget dedicated to local housing inspection programs; provided, however, in the event the Municipality shows to the satisfaction of the Commissioner that such funds are not needed for the above, requisitions may request payment to the general surplus or other account designated by the Municipality.
- 8. The Municipality shall submit such data as the Department shall from time to time require and shall from time to time make its books available for the Department's inspection at such times as the Department shall require.
- 9. The Municipality shall conscientiously enforce all local ordinances related to housing and shall proceed under such ordinances with respect to cases referred by the Bureau for enforcement under such ordinances. No payment shall be made by the Bureau for enforcement under local ordinances.

While the Bureau recognizes that the Municipality may enact a local ordinance requiring inspection and reinspection of the hotels and motels within its jurisdiction provided it is more restrictive than the Hotel and Multiple Dwelling Law, such inspections and reinspections may not be conducted at the same time as those required under this agreement.

The municipality is prohibited from performing fire inspections in non-life hazard buildings, which fall under the jurisdiction of the Hotel and Multiple Dwelling Law the year the building has its five-year cyclical inspection done. Any fire violations that may exist are to be cited on the report conducted on the behalf of the Bureau of Housing Inspection.

10. It is further agreed by and between the Department and the Municipality that the Municipality shall be solely responsible for and shall keep, save and hold the Department of Community Affairs, Division of Codes and Standards, the Bureau of Housing Inspection and their officers, directors, employees, agents, and servants harmless from all claims, loss, liability, expense, damage, and judgments, including all legal expenses incurred resulting from any and all acts of the Municipality or any of its officers, directors, employees, agents, or any person or persons in connection with the performance of this agreement, or from any and all injury and damage to any property caused by any and all acts of the Municipality or any of its officers, directors, employees, agents, and servants or any other person or persons in connection with the performance of this agreement. The Municipality's liability under this agreement shall continue after the termination of this agreement with respect to any liability, claims, loss, expense, damage, or judgment resulting from acts occurring prior to termination.

The Municipality further shall be solely responsible to defend any and all suits that may be brought against the Department, the Division, or the Bureau or any of its officers, directors, employees, agents or servants on account of any and all acts of the Municipality, and will make good to, and reimburse the Department for any expenditures that the Department may make by reason of such acts

- 11. The Department expressly reserves the right, as its option, to carry out inspection and enforcement activities within the boundaries of the Municipality, as it deems necessary to fulfill the duties imposed upon it by the Act or to assure faithful conformance of the Municipality with the duties and responsibilities assumed hereunder.
- 12. The Municipality shall not utilize any funds received pursuant hereto to employ or otherwise compensate any employee of the Department of Community Affairs who has directly participated in the negotiation or approval of this Authorization.
- 13. This Authorization may be terminated at any time by the Department for any of the following reasons: 1) failure for any reason of the Municipality to fulfill in a timely manner any of the conditions herein set forth; 2) submission of reports by the Municipality to the Department that are incorrect and incomplete in any material respect; 3) improper use of funds provided pursuant hereto; 4) any conduct on the part of a municipal employee which would constitute a violation of the New Jersey Conflict of Interest Law, N.J.S.A. 52:13D-12 et seq., if that conduct were engaged in by a State employee. In the event of termination, the Municipality shall deliver to the Department all inspection reports and registration information in its possession.
- 14. This Authorization shall be effective as of the date stated in the letter of authorization and shall continue in effect until revoked by the Department.
- 15. The Authorization hereby conferred shall be deemed to be extended to the territory of one or more other local units of government upon submission by the Municipality and by such other local unit(s) of government of proof of compliance with the requirements of the Interlocal Services Act (N.J.S.A. 40-8A et seq.).

SLCHIP

PAYMENT SCHEDULE

Effective July 1, 2005

UNITS INSPECTED

<u>@ \$23 p</u>	er unit	<u>@ \$1</u>	2 per unit	<u>@ \$9</u>	per unit		<u>\$9</u>		<u>\$9</u>
1	23	24	413	48	698	67		86	1040
2 3	46	25	425	49	707	68	878	87	1049
	69	26	437	50	716	69	887	88	1058
4	92	27	449	51	725	70	896	89	1067
5	115	28	461	52	734	71	905	90	1076
6	138	29	473	53	743	72	914	91	1085
7	161	30	485	54	752	73	923	92	1094
<u>@ \$15 p</u>	er unit	31	497	55	761	74	932	93	1103
8	176	32	509	56	770	75	941	94	1112
9	191	33	521	57	779	76	950	95	1121
10	206	34	533	58	788	77	959	96	1130
11	221	35	545	59	797	78	968	97	1139
12	236	36	557	60	806	79	977	98	1148
13	251	37	569	61	815	80	986	.99	1157
14	266	38	581	62	824	81	995	100	1166
15	281	39	593	63	833	82	1004	200	2066
16	296	40	605 .	64	842	83	1013	300	2966
17	311	41	617	65	851	84	1022	500	4766
18	326	42	629	66	860	85	1031		
19	341	43	641			(
20	356	44	653						
21	371	45	665						
22	386	46	677						
23	401	47	689						

Complex scheduled as total units inspected and reinspected (not per building)

REINSPECTION SCHEDULE

\$8 per unit no limit, minimum \$10 per building



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD WILLINGBORO, NEW JERSEY 08046 (609) 877-2200 FAX (609) 835-0782

MAY 23 2007

March 28, 2007

Department of Community Affairs Bureau of Housing Inspections 101 South Broad Street Trenton, NJ 08625

Re: State Local Cooperative Housing Inspection Program (SLCHIP),

To Whom It May Concern:

On behalf of the Township of Willingboro and our Department of Inspections this letter is written to express our interest in participation in the SCHLIP program. Our inspection department consists of personnel with the required licensure and related experience to perform the inspections. Therefore, we would like to request that a SLCHIP package be forwarded to our municipality so that we may formally begin the application process.

Thank you for your time and anticipated cooperation in this matter.

Respectfully,

Mayor

Willingboro Township

Cc:

Joanne Diggs, Intern Township Manager Duane J. Wallace, Director of Inspections

File

Re-Maile 5/22/07 to Po. Box 810 1 rentin, N.J. 08625

WILLINGBORO TOWNSHIP N.J. 08046 ONE SALEM Fax No. (609) 835-0782 Phone No. (609) 877-2200 TELEFAX COVER SHEET T0: COMPANY: DATE: TO FAX NO. FROM: PLEASE RESPOND FOR YOUR INFORMATION _ L THANK YOU.

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WILLINGBORO TOWNSHIP ONE SALEM ROAD, WILLINGBORO, N.J. 08046

Phone No. (609) 877-2200 Fax No. (609) 835-0782

TELEFAX COVER SHEET

T0:	Michael Armstrong Esq	
COMPANY:		-
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Phone No. (609) 877-2200 Fax No. (609) 835-0782

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TO FAR YOUR INFORMATION

PLEASE RESPOND

THANK YOU.

RESOLUTION No. 2008 - 33 A RESOLUTION AUTHORIZING THE TOWNSHIP OF WILLINGBORO TO ENTER INTO A DATA SHARING AGREEMENT FOR GEOGRAPHIC INFORMATION SYSTEM DIGITAL FILES

WHEREAS, certain data and information has been organized by the Township of Willingboro and by the County of Burlington into a digital electronic mapping format for use in various projects; and

WHEREAS, a Data Sharing Agreement between the Township of Willingboro and the Burlington County Board of Chose Freeholders through its Office of Information Technology, GIS Section, will allow the Township's officials to access to the digital Geographic Information System (GIS) data; and

WHEREAS, the Township Council of the Township of Willingboro finds that it is in the best interest of the Township of Willingboro to have access to this information for projects involving engineering, land use, environmental, transportation, stormwater drainage planning; and

WHEREAS, the Mayor of the Township of Willingboro, is hereby authorized to execute the GIS Data Sharing Agreement on behalf of the Township of Willingboro; and

NOW THEREFORE, BE IT RESOLVED, on this 12th day of February, 2008, by the Township Council of the Township of Willingboro assembled in public session, in the County of Burlington and State of New Jersey, that, this Resolution shall take effect immediately upon passage and that a copy of this resolution shall be forwarded to the Burlington County Board of Chosen Freeholders for their information and attention.

Attest:	Jacqueline Jennings Mayor				
Marie Annese, RMC Township Clerk	Recorded Vote	Yes	No	Abstain	Absent
	Councilman Ayrer Councilman Campbell Councilman Ramsey Dep. Mayor Stephenso Mayor Jennings	n			

Board of Chosen Freeholders Of The County of Burlington MOUNT HOLLY, NEW JERSEY



DEPARTMENT OF INFORMATION TECHNOLOGY 49 Rancocas Road, Room 111 P.O. Box 6000 Mount Holly, NJ 08060-6000

January 8, 2008

Joanne Diggs Acting Township Manager Willingboro Township Municipal Complex One Salem Road Willingboro, NJ 08046 Nicholas J. Behmke
Acting Director of Information Technology
Telephone No. - (609) 265-5125
FAX No. - (609) 265-3721
Email - NBehmke@co.burlington.nj.us



Dear Ms. Diggs:

The term of the GIS Data Sharing Agreement (DSA) between Willingboro Township and the Burlington County Department of Information Technology will expire on December 31, 2007. All associated addenda for Willingboro Township's professional consultants will also expire on December 31, 2007. In order to continue sharing of Geographic Information System (GIS) data, the GIS DSA and applicable addenda must be renewed. Once completely executed, the new GIS DSA and addenda will have an expiration date of December 31, 2012.

As before, Willingboro Township's DSA will act as a master agreement for Willingboro Township's associated professional consultants (planner, engineer, etc.). Any of these associated organizations interested in acquiring GIS data will be required to sign a separate, project specific, one-page addendum agreeing to abide by the terms of the master DSA between Willingboro Township and Burlington County Department of Information Technology, GIS Section.

Enclosed please find five copies of a new Data Sharing Agreement with Burlington County Department of Information Technology that replaces the existing one. As before, entering into a Data Sharing Agreement with Burlington County, Department of Information Technology will entitle Willingboro Township to obtain digital GIS data and enter into an equipment sharing agreement on an as needed basis.

Currently, our records show that addenda for the following professionals have been requested and/or executed:

Organization: Remington & Vernick Engineers

Purpose/project: providing GIS support to Willingboro Township Planning Board and Willingboro Township Zoning Board of Adjustment in the capacity engineer

Organization: Civil Solutions, A Division of ARH

Purpose/project: providing GIS data services to realign existing spatial data

Six copies of a one-page addendum to Willingboro Township's master Data Sharing Agreement have been enclosed *for each* of the listed entities. This addendum will entitle the professional entity to GIS data for use in the specified projects.

Please have each of these documents signed by the appropriate parties and return all signed originals to Merrilee Torres at the above referenced address. Once signed by the Burlington County Administrator, a certified copy of the Data Sharing Agreement and addenda will be returned to you. At that time, GIS data can be released to Willingboro Township and the professional entity.

Should you wish to either include or exclude addendums for Willingboro Township's associated entities, please notify us of your position in writing. If you have any questions, please contact Merrilee Torres at (609) 702-7067 or mtorres@co.burlington.nj.us. Thank you very much for your assistance in this matter.

Sincerely,

Nicholas J. Behmke

Nuble of Ahk

Acting Director of Information Technology

Enclosures (17)

mt

cc:

Kevin Zelinski, Associate, Remington & Vernick Engineers Richard Rehmann, Civil Solutions, A Division of ARH Rich Brevogel, Willingboro Township Larry Harding, Willingboro Township Carl V. Buck III, Senior Assistant Solicitor Merrilee J. Torres, GIS Specialist

Date:	Res.#
Batc	

DATA SHARING AGREEMENT GEOGRAPHIC INFORMATION SYSTEM DIGITAL FILES

THIS AGREEMENT (having a term which expires December 31, 2012) is made by and between the Board of Chosen Freeholders of the County of Burlington (hereinafter referred to as "The Board"), a body politic and corporate of the State of New Jersey, having its administrative offices at 49 Rancocas Road, Mount Holly, NJ, 08060 and Willingboro Township, having its administrative offices at Municipal Complex, One Salem Road Willingboro, NJ 08046 (the preceding entities hereinafter will be referred to as the "Parties");

WITNESSETH:

Whereas, certain wide array of data and information has been organized by both parties in a digital electronic mapping format for use in projects (hereafter referred to as the "Information"); and

Whereas, the data included in the Information can be used in projects involving, but not limited to, land use planning, environmental planning, transportation planning and related activities; and

Whereas, the Parties have determined that the proposed uses of the Information are in accordance with each Parties respective policy concerning use of the information; and

Whereas, the Parties are willing to release the Information to each other on certain terms and conditions; and

Whereas, Willingboro Township requests data for the purpose of support of GIS implementation; and

Whereas, the Parties agree to enter into this cooperative, on-going partnership/relationship to facilitate data sharing and/or the provision of in-kind services between the two agencies whenever feasible. In-kind services provided by Burlington County may include, but are not limited to, facilitation of informational meetings, minor remote technical support, and inclusion in available basic GPS and GIS training as well as equipment sharing on an as needed basis dependent on availability of equipment and/or personnel

Now, therefore, in consideration of the foregoing and of the mutual covenants and promises contained herein, the Parties agree as follows:

- 1. The Parties agree to release the Information to each other, excluding that part of the Information that is considered secured and/or proprietary. Excluded Information includes the Engineering topographic database and all associated Information of that database. The Board's agent in releasing this information and administering this agreement will be the Burlington County Department of Information Technology.
- 2. The Parties also agree to make available to each other any mapped or digital data that it has developed which would benefit the other party but is not considered secured and/or proprietary.
- 3. The Parties agree that their receipt and use of the Information shall be at their sole and exclusive risk and subject to the following restrictions:
- (a) The Parties shall only use secured and /or proprietary Information for internal use.

- (b) The Parties shall not release, give, sell, lend, lease or convey in any manner any secured and/or proprietary Information in digital form. The release of the Information can occur as background or finished layers in paper maps that are part of the Parties' projects.
- (c) The Parties make no representations of any kind, including but not limited to, warranties of merchantability or fitness for a particular use, nor are any such warranties to be implied with respect to the Information furnished pursuant to this agreement.
- (d) Any maps, publications, reports or other documents produced as a result of the use of Burlington County's Information as received pursuant to a data sharing agreement entered into by the New Jersey Department of Environmental Protection (NJDEP) and Burlington County shall credit the Burlington County Geographic Information System and the NJDEP Geographic Information System as the source of the data with the following disclaimer:

This (map/publication/report) was developed using digital data from the Burlington County and New Jersey Department of Environmental Protection Geographic Information Systems. This (map/publication/report) is a secondary product and has not been verified by the County of Burlington or the New Jersey Department of Environmental Protection. It is not authorized by either party.

(e) Any maps, publications, reports or other documents produced as a result of the use of data created by Burlington County shall credit the Burlington County Geographic Information System as the source of the data with the following disclaimer:

This (map/publication/report) was developed using digital data from the Burlington County Geographic Information System. This (map/publication/report) is a secondary product and has not been verified by the County of Burlington. It is not authorized by the County of Burlington.

- (f) The Parties are responsible for understanding the accuracy limitations of the digital data layers in the information and will use the information accordingly. Any reproduction or manipulation of the above data must ensure that the coordinate reference system remains intact.
- (g) A digital copy of any improvements, corrections or modifications that are made to the original data must be returned to the respective Party in a reasonable period of time from their creation date. The digital format used for the return will be the same as the format used to transfer the data from the original holder of the Information (one of the Parties specified in this agreement.).
- (h) Documentation, or metadata, must be provided for all data that is transferred as original data or as later revisions. The metadata will include, but not be limited to, manuscript mapping sources, manuscript mapping methodology, manuscript map projection, manuscript mapping criteria, general hardcopy to digital conversion methodology statement (if applicable), manuscript scale, names and category descriptions of any classification systems used, coordinate system & datum data was created in, accuracy statement, and description of unique fields in the database. If any of the above information is not known to the preparer of the metadata, this must be indicated and the remaining information provided.
- 4. In the event one of the Parties determines that it is necessary to seek judicial relief for the others violation of the above-described restrictions, the Party in violation thereof shall be responsible for all costs, including attorney fees, incurred by the Party seeking judicial relief.

- 5. In addition to the Parties' right to seek judicial relief in the event of violation of said restrictions by the violator's use of the Information, the Party seeking judicial relief shall have the right to seek appropriate damages therefore from the violating Party including, but not limited to, the cost of the benefit realized by the violating Party for each improper use of the Information in each individual project.
- 6. Both Parties shall not hold each other liable for any and all damages, whether direct, indirect, special, incidental or consequential, arising out of acceptance or use of the Information. The Parties acknowledge and agree to assume the risk of any and all inaccuracies contained in the Information. The Parties assume the risk of injury or damage resulting from the release of the Information, or any part thereof, to any person, including to the public.
- 7. The Parties shall not hold each other liable for any and all damages, including consequential damages, to any equipment of the Recipient caused by the use or attempted use of the Information. Receivers of Information hereby acknowledge the following:

The Information can be provided in ESRI shapefile, Arc/Info Interchange format (*.e00 format), ArcInfo coverage, ESRI personal geodatabase, or DXF (Digital Exchange Format) files. All digital data will be in the NAD83 Stateplane coordinate system with the units of measure being feet. The receiving Party of the Information shall be solely responsible for any further translation of files into other formats. If any of the above options are selected, the sending Party shall not be responsible for errors or inaccuracies created in the translation process.

The Information's transfer media options will include recordable CD (CD-R), 3.5" high density diskette or e-mail. The files may be compressed if desired. The media that will be used in the transfer can be provided one of two ways; 1) the receiving party may provide the media for the transfer, or 2) the sending Party may provide the media at cost and the receiver retains ownership of the media. If option 2 is used, the receiver agrees to pay the sender in full within 45 days of the receipt of the Information.

- 8. Both Parties shall be responsible for and shall keep, save and hold each other harmless, including their servants, officers, agents and employees from and against any and all claims, demands, suits, actions, recoveries, judgements, costs and expenses in connection therewith on account of personal injury, loss of life and damage and loss of real and personal property of any person, agency, corporation, or government entity arising out of or in consequence to the recipients' acceptance and use of the Information.
 - 9. The Parties may not assign this agreement.
- 10. The waiver of a breach of any provision of this Agreement by the Board shall not operate or be construed as a waiver of any subsequent breach. The Board's failure to declare the other Party in breach of this contract shall not constitute waiver thereof.
- 11. This Agreement shall be governed by New Jersey law. If any provision of this agreement shall be or become invalid such invalidity shall not affect the validity or enforceability of any other provision hereof.

IN WITNESS WHEREOF and intending to be legally bound, the Board caused this agreement to be executed by its duly authorized agent in accordance with the Rules of the Board on the date indicated.

IN WITNESS WHEREOF and intending to be legally bound, Willingboro Township, has caused this Agreement to be executed by its duly authorized agent and, if pertinent, its corporate seal to be affixed hereto on the date indicated.

(SEAL)	(SEAL)
BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON	WILLINGBORO TOWNSHIP
Date:	Date:
Attest:	Attest:

GEOGRAPHIC INFORMATION SYSTEMS ADDENDUM TO MASTER DATA SHARING AGREEMENT

This addendum establishes an understanding for work to be performed in providing GIS data services to realign existing spatial data. The work is to be performed by Civil Solutions, A Division of ARH having its offices at 850 South White Horse Pike, PO Box 579 Hammonton, NJ 08037-2019 under an agreement with Willingboro Township.

All parties acknowledge that a master data sharing agreement exists between Willingboro Township and County of Burlington and agree to abide by the terms and conditions included therein with respect to work that will be performed as described in this addendum. Should Civil Solutions, A Division of ARH cease to function in any above listed capacity, this addendum shall cease and terminate as it relates to the specific terminated capacity.

It is understood by all parties and reaffirmed in accordance with the terms of the master data sharing agreement that within 30 days after completion of any projects or contracts, or termination of professional services in any listed capacity, that the digital results will be sent to the Burlington County Department of Information Technology, Geographic Information Systems Section via CD(s) at 49 Rancocas Road, Mount Holly, NJ 08060.

Willingboro Township	
	Date
Attest:	
Civil Solutions, A Division of ARH	
	Date
Attest:	
County of Burlington	
Augustus M. Mosca, County Administrator	Date
Attest:	

GEOGRAPHIC INFORMATION SYSTEMS ADDENDUM TO MASTER DATA SHARING AGREEMENT

This addendum establishes an understanding for work to be performed in providing GIS support to Willingboro Township Planning Board and Willingboro Township Zoning Board of Adjustment in the capacity engineer. The work is to be performed by Remington & Vernick Engineers having its offices at 232 Kings Highway East, Haddonfield, NJ 08033 under an agreement with Willingboro Township.

All parties acknowledge that a master data sharing agreement exists between Willingboro Township and County of Burlington and agree to abide by the terms and conditions included therein with respect to work that will be performed as described in this addendum. Should Remington & Vernick Engineers cease to function in any above listed capacity, this addendum shall cease and terminate as it relates to the specific terminated capacity.

It is understood by all parties and reaffirmed in accordance with the terms of the master data sharing agreement that within 30 days after completion of any projects or contracts, or termination of professional services in any listed capacity, that the digital results will be sent to the Burlington County Department of Information Technology, Geographic Information Systems Section via CD(s) at 49 Rancocas Road, Mount Holly, NJ 08060.

Willingboro Township		
	Date	
ttest:		
emington & Vernick Engineers		
	Date	
Attest:		
County of Burlington		
Augustus M. Mosca, County Administrator	Date	
Attest		

RESOLUTION NO. 2008-34 A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING AN EXECUTIVE SESSION OF THE TOWNSHIP COUNCIL

WHEREAS, the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., permits a public body to exclude the public from portions of a meeting at which specific matters set forth in N.J.S.A. 10:4-12b are discussed; and

	HEREAS, a request has been made of the Township Council assembled in public
	this / day of / teleuary 2008, to convene a closed Executive
session co	nsistent with the provisions of N.J.S.A. 10:4-12b; and
	\mathcal{O}
NC	OW, THEREFORE, upon motion duly made and seconded and passed by a vote of
	favor and opposed, BE IT RESOLVED by the Township Council of the
Township	of Willingboro, County of Burlington, State of New Jersey that an Executive Session
of the Tow	rnship Council meeting shall be convened to discuss one or more of the following
categories	
1.	Any matter which, by express provision of federal law, state statute or rule of
	court is rendered confidential or excluded from the public portion of the meeting
2.	Any matter in which the release of information would impair the right to receive
	funds from the United States Government.
3.	J
	privacy as set forth in N.J.S.A. 10:4-12b(3).
4.	Any Collective Bargaining Agreement or the terms and conditions which are
	proposed for inclusion in any Collective Bargaining Agreement, including the
	negotiation of the terms and conditions thereof with employees or representative
	of employees.
5.	American description of the second of the se
٥.	Any matter involving the purchase, lease or acquisition of real estate with public
	funds, the setting of banking rates or investment of public funds where it could
	adversely affect the public interest if discussions of such matters were disclosed.
6.	Any tactics and techniques utilized in protecting the safety and property of the
U.	public and any investigations of violations or possible violations of law.
	public and any investigations of violations of possible violations of law.
7.	Any pending or anticipated litigation or contract negotiations in which Township
	Council is or may become a party.
	o o many o o o o mo a party.
8.	Any matters falling within the attorney/client privilege to the extent that
	confidentiality is required for the attorney to exercise his/her ethical duties as a
	lawyer.

9.	Any matter involving the employment, appointment, termination of employment, terms and conditions of employment and other categories set forth in N.J.S.A. 10:4-12b(8).
10	Any deliberations occurring after a public hearing that may result in the imposition of specific civil penalty or the suspension of loss of a license or permit as set forth in N.J.S.A. 10:9-12b(9).
BE IT relates to	Weiss PROPERTY LITTERTION - ROSE STREET GENTRACT,
COSTRAC	T Negotiations
the discussion	FURTHER RESOLVED that the time when and the circumstances under which conducted in closed session will be disclosed to the public, in accordance with 14, and to the extent that it is not inconsistent with N.J.S.A. 10:4-12. TOWNSHIP OF WILLINGBORO Jacqueline Jennings, Mayor
Marie Annese, Clerk	RMC
	Recorded Vote Councilman Ayrer Councilman Campbell Councilman Ramsey Dep. Mayor Stephenson Mayor Jennings

CERTIFICATE OF TOWNSHIP CLERK

	Township of Willingboro, do hereby certify that the tion adopted by Township Council of said Township at a, 2008.
IN WITNESS WHEREOF, I Township of Willingboro.	have hereunto set my hand and affixed the seal of the
Dated:	Marie Annese, Township Clerk

RESOLUTION NO. 2008 - 35

A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING THE MAYOR AND CLERK TO EXECUTE THE CONTRACT OF BOWMAN AND COMPANY

WHEREAS, Willingboro Township Council adopted Resolution No. 2007 - 157 on October 29, 2007 which called for the implementation of more rigorous internal fiscal controls, and

WHEREAS, it is in the interest of the Township of Willingboro to engage its Municipal Auditor, Bowman and Company L.L.P. to perform an in depth study of internal controls and procedures of certain departments for the purpose of assisting the Township in strengthening controls and procedures, which is beyond the scope of its present contract; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) permits a contract award by ordinance or resolution where the services are "professional services," without public advertising for bids; and

WHEREAS, it has been determined by Township Council that they wish to extend the scope of the work to be performed; and

WHEREAS, it has been determined that the cost of the additional municipal auditing services shall not to exceed \$5,000.00 bringing the total contract cost to a not to exceed amount of 12,500.00; and

WHEREAS, the Contract period shall begin on January 15, 2008 and shall expire February 29, 2008; and

WHEREAS, the Treasurer has indicated that the funds are available for this purpose; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on this 12th day of February, 2008, hereby authorizes the Mayor to execute the contract of Bowman & Company, L.L.C.; and

IT IS FURTHER RESOLVED that a certified copy of this Resolution shall be provided to Bowman & Company for their information and attention.

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote Yes No Abstain Absent
Councilman Ayrer V
Councilman Campbell V
Councilman Ramsey V
Dep. Mayor Stephensor V
Mayor Jennings

Jacqueline Jennings, Máyor

RESOLUTION NO. 2008 A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING AN EXECUTIVE SESSION OF THE TOWNSHIP COUNCIL

WHEREAS, the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., permits a public body to exclude the public from portions of a meeting at which specific matters set forth in N.J.S.A. 10:4-12b are discussed; and

	REAS, a request has been made of the Township Council assembled in public
session on thi	s 13 to day of telegram 2008, to convene a closed Executive
session consis	stent with the provisions of N.J.S.A. 70:4-12b; and
	j
	, THEREFORE, upon motion duly made and seconded and passed by a vote of or and opposed, BE IT RESOLVED by the Township Council of the
of the Townsh	Willingboro, County of Burlington, State of New Jersey that an Executive Session rip Council meeting shall be convened to discuss one or more of the following
categories as	noted:
1.	Any matter which, by express provision of federal law, state statute or rule of court is rendered confidential or excluded from the public portion of the meeting.
2.	Any matter in which the release of information would impair the right to receive funds from the United States Government.
3.	Any material the disclosure of which constitutes and unwarranted invasion of privacy as set forth in N.J.S.A. 10:4-12b(3).
4.	Any Collective Bargaining Agreement or the terms and conditions which are proposed for inclusion in any Collective Bargaining Agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees.
5.	Any matter involving the purchase, lease or acquisition of real estate with public funds, the setting of banking rates or investment of public funds where it could adversely affect the public interest if discussions of such matters were disclosed.
6.	Any tactics and techniques utilized in protecting the safety and property of the public and any investigations of violations or possible violations of law.
7.	Any pending or anticipated litigation or contract negotiations in which Township Council is or may become a party.
8.	Any matters falling within the attorney/client privilege to the extent that confidentiality is required for the attorney to exercise his/her ethical duties as a lawyer.

9.	Any matter involving terms and conditions of 10:4-12b(8).		-		• •
10	Any deliberations occur imposition of specific of as set forth in N.J.S.A.	civil penalty or the su			
BE IT relates to Negoli Nijon	112 - 1	Ad begotinos	Keven	e subject to pol Con L GRAR Ediche	STRAGI,
the discussion	FURTHER RESOLV conducted in closed ses 14, and to the extent that	sion will be disclose	d to the pub	lic, in acco	ordance with
		TOWNSHIP Jacqueline Jen	A		
Attest: Marie Annese Clerk	Quest RMC				
	C C C D	ecorded Vote ouncilman Ayrer ouncilman Campbell ouncilman Ramsey ep. Mayor Stephenson layor Jennings	Yes No	Abstain	Absent

CERTIFICATE OF TOWNSHIP CLERK

· · · · · · · · · · · · · · · · · · ·	dopted by Township Council of said Township at a, 2008.
IN WITNESS WHEREOF, I have Township of Willingboro.	hereunto set my hand and affixed the seal of the
Dated:	Marie Annese, Township Clerk

RESOLUTION NO. 2008 – 37

Whereas, our community based Law Enforcement Agency Local Police have jurisdiction that covers all of the schools in the district are now reflecting a partnership and commitment to sustainability and continuous improvement of the School Emergency Management Plan; and

Whereas, descriptions of the roles and responsibilities and the strengthening and improvement of the plan are included as listed – attend Emergency Management meetings on a quarterly basis, assist in videotaping of district facilities, assist with vulnerability assessment, assist with CERT training for SSLT members, develop a safety audit and assist in threat assessment – which are the roles that the Township shall play; and

Whereas, included in the document are the signatures representing our local community based Law Enforcement Agency, Local Public Safety Agency, Public Health Agency, Mental Health Agency, and head of Local Government reflecting that this partnership is sustainable and continuous as included in this plan.

Now, Therefore, Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session this 13th day of February, 2008, that the Township Council does hereby approve this plan with all of the contingencies as noted on the public record.

Attest:

Marie Annese, RMC

Township Clerk

Jacqueline Jennings

Absent

Mayor

Recorded Vote	Yes	No	Absta
Councilman Ayrer	V		
Councilman Campbell	V		
Councilman Ramsey	7		
Dep. Mayor Stephenson	V	, , , , , , , , , , , , , , , , , , , ,	
Mayor Jennings	V		

CURRENT

FY 2008 REMS Grant Application

A Grant Competition to Improve and Strengthen School Emergency Management Plans (CFDA #84.184E)

Application Deadline: February 19, 2008

by

Willingboro Township Public Schools District
Willingboro Township
Burlington County
New Jersey

Table of Contents

Item	Section	Page
Project Abstract	A	1
Project Narrative	B	2-27
Application for Federal Assistance (SF Form 424)	C	28-31
Dept. of Educ. Supplemental Information (SF Form 42 Congressional Districts of the Delaware River Basin		32-33
Program-Specific Assurance	E	34
Competitive Preference Qualification Assurance; Priority 2	F	35
Partner Agreements	G	36-39
Assurances, Non-Constructive Programs; (ED Form 424B)	Н	40-41
Disclosure of Lobbying Activities (Standard Form-LLl	L)I	42
Grants.gov Lobbying Form	J	43
Narrative Response to GEPA 427	K	44
Budget Information Form (ED Form 524) & Detailed Budget Narrative	L	45-46

FY 2008 REMS Grant Application: PROJECT ABSTRACT

Project Applicant: Board of Education, Township of Willingboro, NJ (INC) Willingboro Township Public Schools

Willingboro Township Public Schools (WTPS) main goal is to further the district's efforts in the area of emergency management. The proposed WTPS, Burlington County Readiness and Emergency Management for Schools Plan (REMS) will allow the district to bring all the necessary partners together, including both city and county representatives. individual emergency management plan already in place at the school sites will be revisited, revised to address individual school needs, and integrated into an overall coordinated plan for the District. WTPS personnel are not trained in how to deal with an emergency and have no idea what to do, leaving them completely dependent on emergency responders arriving on the scene to provide guidance. There is also a need for a mechanism to be added to the current infrastructure that would allow school staff and responders to have access to critical plan and facility information quickly. In the event of a chemical spill or health epidemic, for instance, the schools would be at a loss in formulating a response. The proposed project will include extensive training for school personnel (including classified staff), parents, students, and key partnering agencies. A readiness and emergency management school (REMS) coordinator will be hired to take responsibility for these activities during the grant-funded project period and on into the future. Willingboro will utilize up-to-date knowledge from research and effective practices in formulating this initiative. Willingboro anticipates that through this funding it will lead the other county school districts in establishing a nationwide accepted emergency management model incorporating the four phases of emergency management Mitigation/Prevention, Preparedness, Response, and Recovery.

WILLINGBORO PUBLIC SCHOOLS / BURLINGTON COUNTY REMS PLAN

1. Need for Project (10 points)

A. The Magnitude of the need for the services...

Willingboro Township is in Burlington County, New Jersey, United States. According to the United States Census Bureau, the township has a total area of 8.0 square miles. Willingboro Township borders the townships Edgewater Park, Burlington, Westhampton, Mount Laurel, Moorestown, Delran, and Delanco. Willingboro is divided into an inner-park system. Each park's street names begin with the corresponding first letter. For example, streets in Pennypacker Park all begin with the letter "P".

As of the United States Census of 2000, there were 33,008 people, 10,713 households, and 8,784 families residing in the township. The population density was 4,292.7 people per square mile. There were 11,124 housing units at an average density of 1,446.7/sq mi. The racial makeup of the township was 24.67% Caucasian, 66.71 African American, 0.30% Native American, 1.70% Asian, 0.04% Pacific Islander, 2.62% from other races, and 3.95% from two or more races. Hispanic or Latino of any race were 6.05% of the population.

There were 10,713 households out of which 33.7% had children under the age of 18 living with them, 58.1% were married couples living together, 18.6% were non-families. Fifteen percent of all households were made up of individuals and 6.2% had someone living alone who was 65 years of age or older. The average household size was 3.07 and the average family size was 3.36.

The median income for a household in the township was \$60,869, and the median income for a family was \$64,338. Males had a median income of \$39,963 versus \$31,554 for females. The per capita income for the township was \$21,379. About 3.5% of families and 5.9% of the

population were below the poverty line, including 8.3% of those under age 18 and 5.1% of those age 65 or over.

Prior to 2005-2006, Willingboro operated eleven school buildings. The S.W. Bookbinder, J.A. McGinley and Martin Luther King, Jr. Elementary Schools were closed at the end of the 2005-06 school year as part of an effort to save about 3.7 million dollars, through the reduction of 70 staff members meant class sizes increased to as many as 28 at the five remaining elementary schools. The cuts were needed to fill a two-year budget deficit of nearly \$10 million.

Presently, the Willingboro Township Public Schools (WTPS) operates nine sites, eight school buildings and an administrative office building. Five elementary schools service students from Pre-K to fourth grade. The upper elementary school services students in grades five and six, and the middle school services students in grades seven and eight. The high school services students in grades nine through twelve. (Source: New Jersey Department of Education Report Card Narratives) WTPS has 4833 enrolled students (December 2007 Enrollment info.); with 90.8% African-American, 2.1% Caucasian, 5.5% Hispanic, 1.4% Asian, and .02% Pacific Islander. Slightly more than 10% of the student population is classified as special needs. The WTPS has an association with the following private schools: Pope John Paul II Regional, Cathedral of Love School, and Garfield Park Academy.

The community served by WTPS is open to the following five vulnerabilities:

A. Nearby Transportation Routes and location.

There are a number of major travel routes that provide easy access to the Willingboro community - Interstate Route 295, New Jersey, and state highway 130. The Willingboro Town Center, a new sprawling shopping / business center that also incorporates the Township Library and a satellite campus of Burlington County College, is located at the juncture of state highway 130 and Levitt Parkway (a major entry point to Willingboro Township). Merck Pharmaceuticals, adjacent to the Willingboro Town Center, is a major distribution point for their products.

Beverly-Rancocas Road, County Road 626, is a heavily travelled thoroughfare that runs the length of Willingboro between Interstate Route 295 and route 130. This road is a major exit point from Route 295 and Route 130 that sees heavy traffic that includes chemical trucks, concrete trucks, and trucks transporting natural gas. There are several large truck depots, such as "JEVIC", that have extensive wharehouse and storage facilities in DeLanco and Willingboro, New Jersey. A metal processing company, Hi-Temp Metals on Industrial Drive in Willingboro, less than 2 miles from one district elementary school and Levitt Middle School, in 2005 had an explosion that resulted in the death of an employee. Twin Hills Elementary School and Willingboro High School are located within several miles from Lockheed Martin and the Navy CSEDS Martin, one of the main providers for surface, air and undersea applications on more than 460 programs for U.S. military and international customers.

Willingboro is within easy access to the two East coast major cities of New York City and Philadelphia and their two international airports. Willingboro is within 4 miles of the River Line, also known by law enforcement officials as the "crack line" because it travels between Trenton and Camden New Jersey, well-documented locations for drug and gang activities. In addition to traveling across Burlington County from Trenton to Camden, this train connects to NJ Transit trains, AMTRAK, SEPTA, and PATCO. It is located 15 miles from Fort Dix Army Base and Maguire Air Force Base.

• Two miles from Willingboro, Lockheed Martin's 4,700 employees were ordered to vacate the facility during the 9/11 terrorism. Willingboro schools were out on alert status.

On May 8, 2007, six foreign-born Muslims were accused of plotting to attack Army's
Fort Dix and massacre scores of U.S. Soldiers. Five of the men lived in Cherry Hill, NJ,
about 15 miles from Willingboro.

B. Severe Weather.

Willingboro, NJ located in the Southern part of New Jersey, is a flat, lowland terrain with many streams and river tributaries. It is periodically susceptible to flooding. The April 15-16, 2007, Nor'easter – the second worst statewide rainstorm in New Jersey history – dumped upwards of 7 inches of rain across the state, causing massive flash flooding.

The population density, because of the arrangement of housing units in Willingboro, is high. Due to state busing regulations, many students are walking to school because they are ineligible to use school bus transportation. Any severe weather event creates traffic congestion due to an increase in the number of parents driving their children to school. The district's 5 elementary schools are particularly susceptible to dangerous traffic jams that create a safety hazard as students try to exit cars while parents attempt to exit parking lots for work.

C. Gang Problems.

Gang problems among the Willingboro students have reached problematic stages during the 2006-07 school year. Because of the close proximity of Willingboro to Camden, North Jersey, Trenton, and Philadelphia, the community experiences an influx of people from these areas that are involved in gang activities whereby they recruit new members and establish gang codes in the community. The Crips, the Bloods, and the Latin Kings are major national gangs attempting to establish a foothold in Willingboro. In 2007, the New Jersey State Report indicated that approximately 200 gang members, from the 3 previous groups, reside in Willingboro. In 2006, two brothers, one a school-age dropout, were gunned down at their residence in Willingboro as a result of past gang affiliation in Camden. Willingboro's unique "Park" structure

lends itself to different Parks fighting against each other for territorial rights. For example, one high school student was medivacked to Cooper Hospital with injuries sustained because he was in the Park after 7:00 pm. According to the gang rule, anyone in this Park after 7:00 pm who is not a resident gets a "beat down". Gang related problems in/around Willingboro schools are a constant problem. For example, in June 2007, a large gang related brawl occurred inside of Willingboro High School's gym. Just on this day alone, 19 students were arrested. Law enforcement officers have detected gang recruitment activities that have reached into the district's elementary schools. They have received numerous reports and complaints concerning gang graffiti on school property. In addition to a student based gang problem, there are a number of parents who are self-proclaimed members of national gangs.

D. Potential Incidents that Could Cause Harm.

(1) In Spring 2007 an anthrax scare occurred in one of the district's elementary schools. School was evacuated and students were guaranteed in school buses. This incident made national news.

(2) In Fall 2007 a yet unidentified individual fired three shots into a wall of Garfield East Elementary School while school was in session. School went into lock-down. This incident made national news. (3) In the 2005-06 school year, Willingboro High School experienced upwards of 20 bomb threats resulting in loss of educational time, financial expenses, and labor intensive use of emergency services man power (State, County and Municipal services had to be utilized to address the problem).

School personnel and parents would benefit from training in recognizing the signs that a student (or any individual in the community) is troubled and taking steps to address the situation (through referral, notifying an appropriate professional or authority, and responding appropriately).

E. Proximity to Urban Areas.

In light of the events of September 11, the possibility of a terrorist attack using a nuclear device can no longer be dismissed, and public health planning must take account of this possibility. One can speculate that New York City (already targeted), Philadelphia, and Washington D. C. are most at risk. Urban living also carries with it the dangers of biological contaminants, communicable diseases and viruses transmitted by mosquitoes or birds. Willingboro, originally developed in the 1950s and 1960s as a planned suburban community is still suburban, but now possesses an urban mentality. Considered one of the oldest townships in the state of New Jersey, Willingboro has changed and will continue to change. The town and the school district are being infiltrated by threats well beyond its capability.

B. Hazards and Vulnerabilities Within the District.

Because the Willingboro Township Public Schools (WTPS) did not have the resources to finance an outside evaluation to conduct a needs assessment', WTPS has conducted meetings during 2007 between administrators, principals, faculty and PTA parents to determine the weaknesses and gaps in the Emergency Management Plan. The criteria used has been based on the 2005 School District Security Best Practice Field Checklist developed through the N.J. Domestic Security Preparedness Task Force. While this was not a standard vulnerability and needs assessment, it did reveal strong evidence of weaknesses in the infrastructure that include awareness, communication, emergency response practices and procedures. The gaps and weaknesses revealed as a result of the meetings are summarized below:

The District Board of Education approved the District's written Emergency and Crisis Management Plan that accounts for school specific security and preparedness. However, there is no district-wide emergency and crisis management planning team that coordinates the school

security and safety planning. Only at the High School, Middle School and Upper Elementary School there is a staff member assigned responsibility for security.

The first infrastructure gap addresses the need for an updated comprehensive written readiness and emergency management plan. The current WTPS Emergency Crisis Management Plan was approved by the School Board in June, 2007 according to Board Policy. The plan is very general in scope and lacks specific details for response and staff assignments. It is insufficient to address a rapid, coordinated response if a crisis occurs. In addition, while school and district staff members have been assigned responsibility for security, and staff administrators attend township emergency meetings occasionally, there is no school district emergency response team in place. Unfortunately, no financial resources are available to the District to address this need. The second weakness addresses a lack of security training which, because of Willingboro's vulnerable location near major highways and interchanges, needs to particularly focus on bus transportation security and training of bus drivers. The school district needs to plan responses to and train for incidents involving hazardous materials, conduct weather-related drills, and establish procedures for students and staff to prevent a dangerous intruder from coming onto school grounds. The District needs to reach out to emergency responders, public health agencies, and nurses to develop plans and provide training in both medical triage and The District needs to coordinate with the law enforcement and psychological first aid. emergency services to train staff and parents to respond to emergency situations. Thirdly, regarding security policies and procedures, WTPS needs to determine the major problems inherent to their location and student body and assess how the schools will address these problems through formalized and practiced policies and procedures. It is incumbent that the school district take action to reduce the likelihood of violence and to minimize the impact of natural and man-made disasters. Mitigating emergencies and building confidence in staff, students and parents by insuring the WTPS is well prepared is essential in creating a safe school environment. Fourth, there are specific gaps and weaknesses in crisis and emergency planning. The District's responses are incongruent with the responses of the building administrators. The magnitude of the gaps that currently exist is large. Failure to address these issues could result in injury and death. If the weaknesses are not addressed, the costs to both the community and the schools in terms of emotional, financial and environmental consequences could potentially be high. The lack of consistency underscores the need for funding to develop a customized Readiness and Emergency Management Plan.

The largest gaps and weaknesses in the current overall preparedness of WTPS include:

1) lack of coordination, and 2) lack of training. The proposed WTPS, Burlington County
Readiness and Emergency Management for Schools Plan (REMS) will bring all the necessary
partners together, including both city and county representatives. The individual emergency
management plan already in place at the school sites will be revisited, revised to address
individual school needs, and integrated into an overall coordinated plan for the District. WTPS
personnel are not trained in how to deal with an emergency and have no idea what to do, leaving
them completely dependent on emergency responders arriving on the scene to provide guidance.
There is also a need for a mechanism to be added to the current infrastructure that would allow
school staff and responders to have access to critical plan and facility information quickly. In the
event of a chemical spill or health epidemic, for instance, the schools would be at a loss in
formulating a response. The proposed project will include extensive training for school
personnel (including classified staff), parents, students, and key partnering agencies. A readiness

and emergency management school (REMS) coordinator will be hired to take responsibility for these activities during the grant-funded project period and on into the future.

2. Quality of the Project Design (40 points)

A. Extent to which the design of the proposed project reflects up-to-date knowledge... (15 points)

Willingboro will utilize up-to-date knowledge from research and effective practices in formulating this initiative. Resources will include but not be limited to: "SAVE: Strategic Actions for Violence Elimination"- a N.J. State school security initiative focusing on the need for stronger collaboration between school officials, law enforcement and the community; "NJ School Safety Manual" (www.state.ni.us/education/schools/safeschools/); "The National School Safety Center" (2007, http://www.schoolsafety.us/); "A Public Health Guide to Emergency Planning: Ready Together New Jersey" (www.njhomelandsecurity.gov); Practical Information on Crisis Planning: Guide for Schools and Communities (2007 U.S. Dept. of Ed. www.ed.gov/emergencyplan); Are You Ready? (FEMA); A Guide to Managing Threatening Situations and to Creating Safe School Climates," (www.ed.gov/emergencyplan); "School Safety Manual: Best Practices Guidelines (2004 NJ Dept. of Ed.); as resources such as "Emergency Go-Kits" (2006, http://www.ercm.org/). This process was started two years ago when Willingboro, along with the other county schools, created the Burlington County School Crisis Response Team. The county schools will continue to meet to exchange information, pool resources to maximize training opportunities with limited resources and provide a support mechanism through establishment of a county-wide school phone tree.

Willingboro anticipates that through this funding it will lead the other county school districts in establishing a nationwide accepted emergency management model incorporating the four phases of emergency management – Mitigation/Prevention, Preparedness, Response, and Recovery.

The district will use an Action Checklist established in the "Practical Information on Crisis Planning" (January 2007) to illustrate how the proposed program fits into these phases.

By the end of the grant period, Willingboro will have accomplished the following:

Mitigation/Prevention: 1) Continued participation and a new leadership role on the Burlington County School Crisis Response Team; 2) Reviewed current policies, procedures and protocols relating to security and emergency response planning (outside expert); 3) Developed an initial safety audit and hazard analysis (outside expert); 4) Videotaped the interior and exterior of all school buildings as part of the safety audit; 5) Developed a critical incident prevention program for each facility - tailored to include school related violence issues; 6) Developed the Willingboro/Burlington County REMS Plan & Safety plans for each building; 7) Aligned the Manual" Plan with the "N.J. School Safety (http://www.state.nj.us/education/schools/safeschools/) identifies which prevention intervention strategies for students, parents, and staff to foster a climate of respect, recognize early warning signs and conduct a threat assessment; 8) Worked with staff and assigned personnel through law enforcement, public health, mental health, public safety and local head of government for best practice strategies (see Management Structure & Partnership Agreements); 9) Provided security and vulnerability assessment training to staff from 9 different school buildings (8 schools and 1 administration). Customized training to assist students with disabilities and those who experience panic reactions. Provided equal opportunity for the No Child Left Behind (NCLB) non-public schools of Willingboro to participate in the training; 10) Assessed further needs of plan development, training, and/or further exercises by reviewing postincident and post-exercise data; 11) Researched and developed a written infectious disease plan that includes pandemic flu; 12) Provided ICS NIMS and additional training as follows:

Participants	Training/Description	Trainer
Minimum of 40 district & non-public	Community Emergency Response Team	Local Law Enforcement Emergency
staff and parents	((CERT)	Medical Tech
		Fire Dept. (partners)
8 School Nurses, 7 school psychologists,	Large –scale Health Emergencies	Medical Reserve Corp (volunteer health
8 counselors, 8 school administrators	including Pandemic Flu, Mass	professionals) Burlington County Dept.
and 1 District Supervisor	immunizations, School Preparedness	of Health
40 district & non-public staff including	Secondary School Emergency	External trainer as hired through the
principals, teachers, transportation	Preparedness Project Training:	project, New Jersey Center for
dept., parents & other staff members	Emergency Preparedness, Bioterrorism	BioDefense
	Awareness, Transportation, Parent	
	Notification	
42 district and non-public school staff	First Aid/CPR	2 school nurses
and students		
25 district & non-public staff/student	Crisis Bereavement	CONTACT (Community partner)

Preparedness: 1) Coordinated the Plan with the New Jersey Homeland Security Plan for Schools: "NJ School Safety Manual," the National Response Plan (2006) and aligned with local and county responder plans. The adoption of NIMS principles and policies preceded the formal board approval of the Plan; 2) Involved parents in the planning process through representation in committees, trainings (as stated above), Home & School Organization, School Council Meetings and informational sharing at parent/teacher evenings; 3) Developed procedures for communicating with staff, students, families, and the media which will include a variety of media including, but not limited to, the purchasing of an Internet-based communication system linked to the N.J. State's, districts buildings' websites, the school and district newsletters, local newspaper, community groups, and ministerium; 4) Established Safe School Leadership Teams (SSLT) at all district facilities and a district level School Safety Team (DSST); 5) Utilized the expertise of the Willingboro Fire Department, along with other partners, for the safe evacuation of personnel from district facilities; 6) Designated a REMS Project Coordinator and developed a process to ensure schools review plans annually, quality of plans is consistent across the district, and plans are comprehensive in scope and reflect ICS Level 200/NIMS; 7) Provided updated copies of building plans (including critical locations and hazards) to first responders; 8)

Purchased the necessary equipment (repeaters, cell phones, cameras) after a careful analysis of the school buildings and buses.

Response: 1) Participated in 4 simulated drills in coordination with state and local responders; 2) Developed a process to report and critique (time, quality, type) drills; 3) SSLTs and DSST received training in conducting emergency drills. Site drills addressing a variety of emergency situations are conducted quarterly. Schools are evaluated based upon their ability to expand the number of different situations their drills address; 4) Provided training and initiated process to ensure table top exercises are conducted at school sites and at administration office on a consistent annual basis (quarterly at schools and annually for central office administration); 5) Utilized the NIMS ICS system (referenced in the preparedness portion of this section); 6) Developed a REMS website to provide information for parents and students on upcoming school safety-related meetings/training sessions, responsibilities, and alerts (school closings, lockdowns, air quality); 7) Utilized the Community Emergency Response Team (CERT) unit, and the Medical Reserve Corp (MRC), for emergency first aid and assistance to the school nursing staff.

Recovery: 1) Established a comprehensive strategy for deploying school/community health/mental health resources in an emergency including the district's child study team, CONTACT, and Burlington County Family Services; 2) Developed a school guide to recovery; 3) Integrated curricular activities that address the crisis – for example, the Red Cross "Masters of Disaster", children's cartoons geared toward helping the school-age child cope with disaster.

Phases of Emergency Management	Gap	Actions
Mitigation/Prevention	1)No comprehensive written district REMS plan	1) Developed a district REMS Plan & safety plans. Aligned plan with the "N.J School Safety Manual". Researched and developed a written infectious disease plan. Assess further needs of plan development. Developed a critical incident prevention program for each facility — tailored to include school related violence issues.

	2) No district-wide emergency and crisis management planning team.	2) Established Safe School Leadership Teams (SSLT) at all district facilities and a district level School Safety Team.
	3) No In-service training program for all school staff, including bus drivers, to enable them to recognize and appropriately respond to crisis. District's in-service training program has not been reviewed and updated on an annual basis. Need to include bus drivers.	3) Provided security & vulnerability assessment training to staff. Provided training in CERT, Large-scale Health Emergencies including Pandemic Flu, Secondary School Emergencies, Bio-Terrorism Awareness, Bus Transportation, Change of Venue, Parent Notification. Assessed further needs of plan development.
	4) No comprehensive needs assessment.	4) External consultant reviewed current policies, procedures and protocols. Developed an initial safety audit and hazard analysis. Videotaped interior of buildings.
Preparedness	School buses and other fleet equipment are not adequately secured.	1) The Willingboro Fire Dept. (along with other partners) for the safe evacuation of personnel from district facilities. Provided updated copies of building plans (including critical locations and hazards) to first responders.
	2) Schools need to strengthen procedures or protective measures to detect and prevent unauthorized access by individuals & vehicles to the school perimeter and grounds. (District cannot commit to budgeting for equipment without an analysis of the buildings).	2) Provided updated copies of building plans (including critical locations and hazards) to first responders. Purchased needed security equipment after a careful analysis of the school buildings and buses.
	Inadequate protocols for handling of suspicious packages.	3) Included in Willingboro's REMS Plan and critical incident prevention plan at each site.
	4) Inadequate school procedures or protective measures for: a) detecting and preventing unauthorized possession of firearms, explosives and weapons; b) for after school activities, community events, summer school, special events.	4) Grant provided for a multi-layer approach which addressed these two items by: a) Reviewed current policies, procedures and protocols by outside expert; b) Developed a district REMS Plan; c) Coordinated the plan with the N.J. Homeland Security Plan and with the partners; d) Established Safe Schools Leadership Teams (SSLT) at all district facilities & a district level School Safety Team; e) Designated a REMS Coordinator and developed a plan to review plans in scope and to ensure reflection of IDS Level 200/NIMS; f)
		Developed procedures for communication with staff, students, families and the media.
Response	1) District has lapses in its consultation with law enforcement agencies, health and social services agencies, and emergency management planners in the development of district plans, procedures and mechanisms for responding.	1) The district had no comprehensive plan. Through grant funds, the district now has an up-to-date plan, procedures and mechanisms. District & partners formed the DSST and the SSLT at all district facilities (see attached partner agreements).
	District and buildings lack up-to-date emergency contact numbers and provisions for backup communication with faculty, support service	The SSLT through the communications subcommittee developed procedures for communicating for emergencies and

	administrators, and emergency agencies.	non-emergencies. Formed a CERT unit. Utilized the NIMS ICS system. Developed a REMS webpage.
Recovery	1) No written plans for recovery.	Included recovery plans in the Willingboro REMS Planning Guide.
GENERAL	1) Geographic location of the Willingboro Schools makes them vulnerable for threats to public health.	Grant funds provided customized planning for emergencies and crisis.

B. The extent to which the design of the proposed project is appropriate to, and will successfully address, the needs of the target population or other identified needs. (10 points)

The SSLTs composed of principals, counselors, nurses, teachers, students and parents, are responsible for site planning, implementation, training, practice and revision. SSLTs have, and will continue to receive, training in NIMS/ICS, table tops, drills, threat assessment, and vulnerability assessments provided by an outside expert and/or district personnel. SSLTs are responsible for going back to their school sites and providing training to all site personnel regarding district policies and procedures. The WTPS REMS Plan will be a multi-hazard plan based upon NIMS/ICS protocols that address: assault on student or staff, field trip incident, missing child, bomb threat, fire alarm/emergency, oil spills, gas leaks, confrontational person, haz/mat accident, severe weather, dealing with the media, hostage situation, shooting incident, death on campus, intruder, threatened suicide, kidnapping, weapon found on property, flooding, water and food contamination, chemical attack/incident, biological attack/incident (pandemic flu), radiological attack/incident, and transportation incident. The WTPS REMS Plan will include templates for SSLTs to use in the development of their individual site critical incident plans. Each school site plan will reflect the specific needs and vulnerabilities of that particular location, demographics, and history. For example, Twin Hills Elementary School and Levitt Middle School, located approximately one mile from busy Beverly-Rancocas Road, will stress gas and chemical leak emergencies; the high school, because of recent weapons incidents, will prioritize the handling of guns, suicides, etc.

Inherent to the success of the WPSD REMS Plan is well thought-out procedures to assist students with special needs (special education classified students represent 11% of the district school population). A school-based committee, comprised of parents of special needs students, school staff and school board representative, will be represented on the SSLT and the SST to advise on issues and pertinent information on the special needs children. This team will play a key role in analyzing the hazard assessment, determining policies and procedures, and scheduling training sessions.

In addition, the district plans to support school psychologists, counselors, nurses, special education teachers and representatives of the county mental health agency, CONTACT, through inclusion in training and the establishment of roles in emergency situations.

Parent representatives from Willingboro's Home & School Organization will be trained along with the staff. These training sessions will include, but not be limited to: CERT, NIMS Awareness Course, and training through the Crisis Prevention Institute, Medical Reserve Corps, Burlington County Dept. Of Health, Secondary School Emergency Preparedness Project, and the Burlington County Center for Public Health Preparedness.

C. The extent to which the proposed project encourages parental involvement. (5 points)

Parents will be involved in all phases of the project: planning, training, evaluationand continued planning and implementation. At the school site level, are involved in the planning process through participation in the SSLT (at each site at least one parent representative will serve on the SSLT). At the district level, parents are involved in the planning process through participation in the Parent Planning Advisory, a subcommittee of the district school safety team. REMS policies and procedures will be communicated to parents through the Home & School Organization and school site presentations, parent informational meetings (at least two times per year per school site), publication and distribution of the REMS Parent Fact sheet, meetings with

parents of disabled students to determine their specific needs through their IEP's, and information posting on the district REMS web page. The REMS website will be expanded to provide information for parents and students on upcoming school safety-related meetings/training sessions, responsibilities within the school safety plan, special safety-related announcements (school closings, lockdowns, air quality), safety measures that can be taken at home, and other information needed to further our district's school safety efforts. The district will work closely with the emergency management coordinator to develop procedures for properly disseminating crisis response information to parents. WTPS will utilize REMS Grant funds to print the Parent Fact Sheet and develop an Internet based REMS website linked to all building sites.

<u>D. The extent to which the proposed activities constitute a coherent, sustained program of training in the field.</u> (10 points)

An outside expert will be hired through the grant to assist the district in identifying: 1) Who should be trained; 2) In what areas; and 3) How it will be turnkeyed throughout the district and county. It is anticipated that training will be designed to maintain expertise at the district level so staff can continue to train at the school level; will encourage ownership of the project by relevant departments; and will keep the district in a constant training mode, thereby keeping a process in place to continue training every year.

In addition to recommendations made by the outside expert, the district agrees to provide the following training: (1) Key central office staff, including REMS Project Coordinator, Director of Safety and Security, Special Education Supervisor, Maintenance Director, Food Services Director, Transportation Director, Health Education Supervisor, Mental Health Services Coordinator, and the Public Information Coordinator, have agreed to complete NIMS Awareness Course National Incident Management System. Individuals will be instructed in small groups at

their school site and completing the course test, or attending NIMS Awareness workshops using the power point at the administration building professional development center. Within 60 days after the REMS Grant has been approved, a total of 70 individuals will have completed the NIMS Awareness course using these various strategies. Completion will be documented by the NIMS assessment and in entries in professional development portfolios. Site administrators and SSLTs may also use the power point show for large group presentations to parents and community members. (2) As previously discussed, CERT training will be provided to SSLT members from all Willingboro school sites and will be offered to representatives from private schools. The training will be hands-on and conducted on site at selected elementary, middle and high schools. Grant funds have been allocated for this training. (3) Volunteer health professions and the Burlington County Dept. of Health have offered specific training for our 8 school nurses, 7 school psychologists, 8 counselors (one per site), and the District Health Education Supervisor in Pandemic Flu, Mass Immunizations, and School Preparedness. (4) Training entitled the Secondary School Emergency Preparedness Project Training. Representatives from the high school and middle school SSLT and the SST will either volunteer or be selected to attend these trainings. The 40 participants will be expected to turn-key their knowledge to other members of their team. The grant will pay for the cost of the trainings. (5) All Willingboro nurses are certified as First Aid/CPR trainers. Grant funds will be used to provide supplemental extra pay contracts to two (2) certified instructors to provide training to teachers and other school site staff who may need to provide first aid in an emergency situation. Training will be provided after school and during select district professional development days. Training will be six hours in length and be provided over the course of two sessions. Within 6 months after the REMS Grant approval, we anticipate training 56 (7 from each school facility) staff in first aid/CPR. (6) Indistrict Crisis Bereavement Intervention training to provide assistance to distraught school children after exposure or notification of a crisis/loss to diffuse the harmful effects of the traumatic experience. One day of training (with a later date follow-up) for 35 teachers, other staff members, and student leaders. A member from CONTACT will provide the workshops on professional development days. Staff participation in all training will be documented by professional development portfolios. All three private schools, Cathedral of Love, Pope John Paul II, and Garfield Park Academy, will be provided the opportunity to participate in the trainings.

3. Significance (15 points)

The potential contribution of the proposed project to increased knowledge or understanding of educational problems, issues, or effective strategies. (15 points)

After an emergency incident, students can feel anxious and uprooted. They may have to be out of their classroom for periods of time or relocated to other facilities – disrupting their education and increasing their stress. Certain natural disasters or school violence may destroy school property. Children tend to associate with school property as a safe haven – children equate schools with order when they are faced with chaos all around them. Emergencies have psychological effects on children that may traumatize them and affect their ability to concentrate and learn. No state, no location, no school district is invulnerable. To mitigate the stress, anxiety and disruption to the educational process that an emergency can create, Willingboro's REMS Plan will include, but not be limited to, the following recommendations: (1) Access Control. For example: A). Access to classrooms, school buildings, grounds, parking lots and surrounding property should be limited to those individuals who are directly involved with students and the school. B.) Visitors should and must check-in and be escorted throughout the premises. C.) Entrances and Exits should be monitored by school staff or at the very least, by some type of

electronic surveillance. D.) Visitor entrances should be clearly identified from the outside of the building and all visitors must use that single entrance and exit. E.) Visitors should be given identification that is clear and able to be seen at a distance. (2.) Communication. A.) Use emergency language that is clear and concise (announcements such as FIRE) when establishing "code words" for violent or emergency situations. (3.) Collaboration. A.) Training should be conducted with all agencies involved with school safety. B.) Drills and exercises for evacuations or sheltering in place should be held on a regular basis with all responding units, fire, police, and Emergency Medical Services (EMS) included in the drill. C.) Table Top exercises should include responsible individuals from fire, police, EMS, teachers, administrators and students (where appropriate). In regards to effective strategies, it is anticipated that the REMS grant will assist WTPS in addressing the following areas of concern: (1) Alternative methods of handling school safety issues; (2) Identifying potential emergencies; (3) Current policy within the district for handling or responding to emergency situations; (4) Lack of understanding of the interactions necessary between police and school personnel (for example, What can police do? When can police intervene? How will the police respond? Who is responsible for initiating a police response?); (5) Better police, emergency personnel, and school relationships.

According to the Foundation for the Prevention of School Violence (FPSV) 2007 Report, on a school level: (1) Each school should conduct a safety audit and publish within the organization, at appropriate levels, needs, concerns, and recommendations; (2) Each school must evaluate their cultural climate and determine if that climate adds to the possibility of violent acts within the school; (3) It is not enough to have rules and policies if they are not followed and enforced; (4) Develop a plan to collaborate with police and other entities that impact school safety and form an open dialogue between all parties; (5) Develop a proactive approach to school

safety that includes the entire community, teachers, administrators, police, fire, EMS, health care, students and parents. The District will continue to use the resources that currently exist within schools and the community to make schools a safe environment for students, staff and teachers, however, the REMS grant will provide opportunities and training that are out of the district's present reach because of funding constraints.

4. Quality of the Management Plan. (20 Points)

A. The Adequacy of the management plan...(10 points)

Grant Administration - This grant will be implemented under the umbrella of Mr. Norman Perry, Director of Security and Safety and Dr. Walter J. Poroszok, NCLB Specialist. They will be directly responsible for all program activities, coordination with community partners and consultants and will act as dual Project Coordinators. The district pays 100% of their salaries; the grant will pay a stipend for coordinating the activities of this grant which will occur after their contracted day. Funds have been budgeted for the hiring of an experienced REMS Consultant, who will be responsible for reviewing the current policies, procedures and protocols relating to security and emergency response planning, assessing security and safety of all facilities in the district; developing the critical incident prevention program for each facility; integrating local, state and federal emergency response agencies into the plan; and designing, developing and implementing all security and safety training for staff, parents, and non-public school staff. The consultant will collaborate in all areas with Dr. Poroszok and Mr. Perry so that at the end of the conclusion of the REMS grant, Dr. Poroszok and Mr. Perry will continue these responsibilities for the district. An external evaluator is funded through this grant to develop the evaluation design and collect appropriate data. Community partners and parents will be fully engaged in the planning and implementation of project activities. Each school site will be responsible for developing and implementing plans that address the schools' particular and unique characteristics and needs, while at the same time uniformly implementing standardized REMS procedures that comply with NIMS/ICS.

B. Ensure a diversity of perspectives...(10 points)

School Site Management Structure – The SSLTs are the site-based mechanism for planning, implementation, training, practice, revision, and evaluation. The SLLTs are composed of site administrators, counselors, nurses, teachers, students, and parents. The REMS Project Coordinators and consultant will provide guidance and assistance to school sites in this process. When developed, the District REMS Plan will provide the framework for these activities. The wide variety of training and support provided by consultants, district staff, and community partners will help to expand the SSLTs' capacity to move from theory to practice and to full implementation while following the guidelines of the District REMS Plan. SSLT members will participate in training and develop training programs for all students, staff, and parents at their schools.

District Level Management Structure – The District School Safety Team (DSST) will guide the district safe school plan (review, revise, approve, etc.), evaluate incident responses, and serve as district contact point for collaboration and linkage with other agencies. The DSST includes: Special Services, Special Education, Building & Grounds, Transportation, Food Services, Public Information Coordinator, Health Education, Mental Health Services, State and Federal Compliance, Curriculum and Instruction, and Technology Services. In addition to understanding and being directly involved in various aspects of district REMS activities, the DSST members all have specific areas of expertise and have developed working relationships with various public and private agencies critical to providing REMS services. Community partner collaboration will be facilitated at this level through the DSST's subcommittee structure. Four subcommittees will advise the DSST and REMS Program Coordinators (PC): (1) Student

Intervention and Support Planning Team (CONTACT, Burlington County Health Department, Mental Health Services, Special Services, Special Education, Substance Abuse Coordinators, Counselors, Health Education, and Burlington County Children and Family Services) focuses on student wellness related to the safe school plan, prevention education programs, bullying, school and community based social services, threat assessment, recovery planning, debriefing strategies, recovery curriculum, etc. (2) The Communications Team (Title I Coordinator, local media, Willingboro's Public Information Coordinator, Title III Coordinator, and Technology Services) establishes appropriate linkages with local media, developing REMS communication plans, identifying/developing appropriate strategies/systems for communicating with parents, staff, and the general community (phone, internet, written). (3) The Safe School Plan Users Group (made up of school site administrators) reviews guides, templates, handbooks, flipcharts, tactical site hazard checklists, and other documents and guidelines developed by the School Safety Team to ensure they are user friendly and meet the needs of all the schools.

The following timeline reflects the suggestion on page 10 of the REMS application document, i.e., "We suggest developing a timeline that starts July 1, 2008 and runs through Jan. 1, 2010."

	TIMELINE					
Date (by)	Activity	Responsible Party				
7/08	Board resolution to adopt NIMS Policies & REMS Grant	Grants Management Office				
7/08	Willingboro Emergency Management Collaborative meeting.	Police Rep, REMS Project Coordinators				
	Quarterly thereafter	(PCs)(see partnership agreement)				
7/08	Contact community partners. DSST meeting. Bi-monthly thereafter	REMS PCs				
7/08	Form subcommittees. Set up meeting schedule	DSST				
7/08	Hire external expert on REMS for Schools	REMS PCs / HR Director				
7/08	Review current policies, procedures & protocols	REMS PCs, external consultant				
7/08	Security/safety assessment of all facilities within the school district	REMS PCs, SSLT & consultant				
8/08	Begin training security & vulnerability assessment	DSST/SSLT & consultant				
8/08	Begin NIMS Training for key personnel (by 7/09)	DSST				
9/08	Videotape facilities	Police Rep, SSLT & consultant				
9/08	Develop critical incident prevention program for each facility	SSLT				
9/08	Develop MOUS with Red Cross for POD sites	REMS PCs				
9/08	Complete development of NIMS IS 700 power point. Begin	REMS PCs				
	quarterly training workshops					
10/08	Develop written District REMS Plan including infectious disease	DSST				
10/08	Develop comprehensive training program	REMS PCs, external consultant				
11/08	CERT Training for SSLT members	Willingboro Police Rep, Fire Dept. EMT				

11/08	Board approval of District REMS Plan	REMS PCs, Grants Management Office
12/08	First Aid/CPR Training	REMS PCs, Health Educ. Super., Burl. Co. Health Dept.
12/08	Submit preliminary report to US Dept. of Ed.	REMS PCs
1/09	Distribute plan through the Burlington County Emergency Response Crisis Management Planning Team	REMS PCs
2/09	Develop REMS district website	District Webmaster, local government
2/09	Develop parent fact sheet and distribute at Home & School and post on website	DSST
3/09	Provide Secondary School Catastrophic Event Training	REMS PCs / external consultant
3/09	Revise REMS Plan as appropriate based upon evaluation. Reviewed each June thereafter	DSST, REMS PCs
4/09	Based on approved plan and assessments, purchase needed equipment	REMS PCs
6/09	Begin pilot exercises & drills-4 simulated drills with state/local responders (other: Tabletop drills quarterly for schools; annually for admin. Office)	SSLTs
6/09	Provide REMS Annual Report to Board	REMS PCs
7/09	Provide Crisis Bereavement Group Intervention training	SACS & CONTACT
9/09	Verify number of school drills, response time, & quality reported online (annually)	REMS PCs
9/09	Compile baseline data to measure objectives and develop Safe School Index for evaluation & planning purposes	REMS PCs & External Evaluator
10/09	1 day Crisis Bereavement Group Intervention training follow-up	CONTACT
11/09 & ongoing	Schools submit revised building plans & critical incident prevention program plans each November & receive Board approval	Principals
11/09	Continue to conduct needed trainings for SSLT members from 8	REMS PCs, external consultant, & site
	schools & 1 admin. Bldg.	leadership
12/09	Submit final report to U.S. Dept. of Ed.	REMS PCs

Coordination with New Jersey Homeland Security Plan. WTPS plans to coordinate their plan with the "School Safety Manual," which is New Jersey's plan to help schools establish best practices for comprehensive infrastructure protection measures. The N. J. Office of Homeland Security & Preparedness has assisted WTPS in the process of assuring compliance and coordination of this application with State efforts.

Implementation of the National Incident Management System. WTPS will request a school board resolution to formally adopt the NIMS principles and policies with the district's plans. The NIMS baseline will be used to assess hazards and to recognize gaps and weaknesses in compliance that need to be closed in order to reach full implementation for full NIMS implementation. Key district and school staff will be trained in the NIMS Awareness Course: "National Incident Management System, An Introduction" (IS 700). WTPS and community

partners will institutionalize the use of the Incident Command System (ICS) in a manner that is consistent with the concepts and principles in the NIMS.

5. Project Evaluation. (15 points)

The Willingboro Public School District / Burlington County Readiness & Emergency Management for Schools (REMS) Plan is a comprehensive, multi-faceted approach to ensure that the district and all of its schools are prepared to handle a wide array of emergency and crisis situations. The evaluation of the project will likewise be a comprehensive undertaking, and will be comprised of both process and outcome evaluation components. The process components will describe and document the "who, what, where, when, how and how much" related to the project and its application in the WTPS system. The outcome evaluation components will address the "so what" of the project by describing the outcomes and impacts upon the district, its schools and associated stakeholders. The process and outcome evaluation components will aid greatly in documenting the functioning and results of the program for purposes of program replication, expansion and sustainability.

The evaluation design will employ a concurrent triangulation evaluation design that combines both the quantitative and qualitative approaches to the data collection. This strategy allows for the simultaneous collection of quantitative and qualitative data in an effort to achieve both a more complete understanding of the phenomena in question and to establish convergent validity of the findings. The use of a consistent evaluative feedback mechanism will assist the District in ensuring that the project remains focused on the overall objectives and strategies as detailed in the following table. The measurements indicators and tools column in the table describe all instruments and data collection means and methods.

GPRA Measure	Objective	Strategies	Measurement Indicators / Tool
	Objective 1.1: District & school REMS plans will evidence increased means of effectively addressing identified hazards when compared to previous annual plan.	1.1.1. Specific plan for short-term business continuity (for individual schools & central office) 1.1.2. Infectious disease / pandemic flu plan	 Presence of annual REMS plan that effectively addresses more hazards than previous plan Presence of current plan for short-term business continuity Presence of infectious

GPRA 1:	T		disease / pandemic flu plan
Demonstration of increased number of hazards addressed by the improved schools REMS plan, when compared to the baseline plan.	Objective 1.2: District & School REMS plans will reflect current understanding of threats and corresponding, effective means of addressing threats	1.2.1. Comprehensive threat assessment 1.2.2. Plan for roll out, incorporating feedback loop for continuous revision 1.2.3. Obtain & incorporate feedback on REMS and drills from DSST members, expert guidance, and SSLTs 1.2.4. District REMS training team will keep current on REMS knowledge & best practices	Presence of comprehensive plan for exercises Presence of plan for roll out that incorporates feedback loop REMS and drill plans reflect feedback from team members, experts, & NIMS system, assessed using plan checklist District REMS training team logs, annual training requirements checklist
	Objective 2.1: Increase number of personnel at all levels trained in REMS by utilizing REMS DSST & School Safety Leadership Teams (SSLTs)	2.1.1. Provide ongoing, comprehensive, multi-level training to all district & school level REMS team members and first responders from Willingboro Public School & private schools 2.1.2. Provide NIMS training, to be completed by November 2009	Documented via training logs & feedback forms Online NIMS training provided to all relevant stakeholders by November 2009 as documented by training logs & certificates
GPRA 2: Demonstration of improved response time and quality of response to practice drills and simulated crises	Objective 2.2: Decrease barriers to effective and timely communication among and between stakeholders, REMS team members & partners	2.2.1. Conduct quarterly REMS meetings at the District level 2.2.2. Conduct bi-annual REMS meetings at the school & central offices 2.2.3. Develop & implement codes and communication protocols	Quarterly District REMS Team & Inter-Agency meetings conducted and documented by meeting minutes, participation of member of evaluation team Bi-annual central office & school REMS meetings help and documented by meeting minutes, meeting effectiveness forms Increased parental awareness of plans and decreased parental response time during drills
	Objective 2.3: Increase effectiveness & suitability of REMS responses	2.3.1. Conduct table top drill & walk through management processes 2.3.2 Conduct field tests of district's comprehensive REMS plan using an all hazards approach & encompassing offsite relocation & reunification 2.3.3. Conduct full-scale exercise with complete shut down & relocation of all units in Willingboro Public School District for three days 2.3.4. Ensure utilization of feedback obtained through continuous evaluation efforts 2.3.5. Ensure plan that encompasses needs of disabled persons	Table Top Drill feedback form, focus group of drill participants Observations of field tests by evaluation team, completion of field test rating form, post-test focus groups & interviews Timing of off-site relocation & reunification Event & issue log of off-site relocation and reunification Observations during drills & exercises of provisions for & effective relocation & reunification for disabled persons Observation & multimethod recording of full-scale exercise, post exercise focus groups & interviews, pre- and post- exercise

				survey of REMS
			<u> </u>	preparedness & response
	Objective 3.1: Institute REMS team & policies & procedures that institutionalize REMS teams at both District & School levels.	3.1.1. Develop & distribute district-wide REMS manual with policies, procedures, & protocols 3.1.2. Develop a school-specific appendices & materials for each school, district-wide 3.1.3. Develop & implement effective communication plan that incorporates & includes all stakeholders	•	Presence of comprehensive & district-wide REMS manual, reviewed & rated by REMS expert Presence of current school-specific materials Awareness of District & School-specific plans as measured by REMS awareness survey administered district-wide to full team on annual basis
GPRA 3: A plan for, and committed to the sustainability and continuous improvement of school REMS plans by the district and community partners,	Objective 3.2: Ensure that District & School-level REMS teams are composed of first responders & community partners, in addition to School & District personnel	3.2.1. Develop & institute policies regarding representation & membership of first responders & community partners on both District and School-level REMS teams	•	Documented by meeting attendance logs, team membership rolls, REMS awareness survey administered district-wide to full team on annual basis Increased collaboration among team & community partners as measured by the Wilder Collaboration Factors Inventory Creation of template to be distributed to county, state, and federal agencies
beyond the period of federal assistance.	Objective 3.3: Institute annual review and modification of District & School REMS plans	3.3.1. Annual review & update of extant school plans, protocols, & procedures to reflect NIMS, district experiences, results of annual vulnerability assessment	•	Documented by meeting minutes, incorporation of REMS best practices as indicated by comparative analysis of plans
	Objective 3.4: Institute annual REMS training procedures and protocol to ensure that District, School & community partners keep current in terms of annual plans & effective means of addressing crises & emergencies	3.4.1. Distribute annual updates to district & school REMS plans to all team members & school personnel 3.4.2. Provide annual booster training to extant staff and partners 3.4.3 Provide complete training protocol to new hires, new community partners, and new first responders annually using a combination of live & recorded sessions/materials	•	Documented by training logs, training event agendas, REMS awareness survey administered district-wide to all team members on an annual basis Focus groups with team members, surveys of new hires & community partners to ascertain degree to which REMS awareness is communicated & dispersed across the District REMS awareness survey administered district-wide; all team members annually

Application for Federal Assistan	ice SF-424		Version 02	
*1. Type of Submission:		tion * If Revision, select appropriate letter(s)		
☐ Preapplication X New				
X Application		*Other (Specify)		
☐ Changed/Corrected Application ☐ Revision				
3. Date Received: 4.	Applicant Identifier:			
5a. Federal Entity Identifier:		*5b. Federal Award Identifier:		
State Use Only:			W	
6. Date Received by State:	7. State Ap	oplication Identifier:		
8. APPLICANT INFORMATION:	•		**************************************	
*a. Legal Name: Board of Education	, Township of Willin	gboro, NJ (INC)		
*b. Employer/Taxpayer Identification Number (EIN/TIN): 21-6000132		*c. Organizational DUNS: 075532820		
d. Address:				
*Street 1: 440 Beverl	y Rancocas Road			
Street 2:				
*City: WILLINGB	ORO			
County: BURLINGT	ON			
*State: NEW JERS	EY			
Province:	·			
*Country: U.S				
*Zip / Postal Code 08046				
e. Organizational Unit:	-			
Department Name: WILLINGBORO PUBLIC SCHOOL DI	STRICT	Division Name:		
f. Name and contact information of	person to be contac	eted on matters involving this application:		
Prefix: Dr	*First Name:	Walter		
Middle Name: Jerald				
*Last Name: Poroszok				
Suffix:				
Title: No Child Left Behin	d Specialist			

Central Office Administrator, Willingboro Public	c School District	
*Telephone Number: 609-835-3910	Fax Number: 609-835-8669	
*Email: wporoszok@wboe.net		
		OMB Number: 4040-0004 Expiration Date: 01/31/2009
Application for Federal Assistance SF-424	•	Version 02
*9. Type of Applicant 1: Select Applicant Type:		
Type of Applicant 2: Select Applicant Type:		
Type of Applicant 3: Select Applicant Type:		
*Other (Specify) Public School District		
*10 Name of Federal Agency: U.S. Dept. of Education, Office of Safe & Drug F	Free Schools	
11. Catalog of Federal Domestic Assistance Nu	ımber:	
CFDA 84.184E		
CFDA Title:	t. In Court	
Readiness and Emergency Management for Sci	noois Grant	
*12 Funding Opportunity Number:		
Not needed with paper submission		
*Title:		
Not needed with paper submission		

13. Competition Identification Number:		
Not needed with paper submission		
Title:		
Not needed with paper submission		