

AGENDA

6:00 p.m. Wednesday, May 15, 2019.

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular meeting minutes from May 1, 2019.

PROCLAMATIONS

P-1 Proclamation recognizing Jacob Ryan Natkin for earning the “Rank of Eagle Scout” the highest award offered by the Boys Scouts of America. **To be presented** (Freeholder Lavender)

P-2 Proclamation proclaiming May 5 – May 11, 2019 National Small Business Week in Gloucester County. (Freeholder Simmons) previously presented

P-3 Proclamation recognizing Robert L. Viden, Jr., on being inducted into the Glassboro Hall of Distinguished Alumni. (Freeholder Simmons) previously presented

P-4 Proclamation recognizing Maame Yaa “Maya” A.B. Yiadom on being inducted into the Glassboro Hall of Distinguished Alumni. (Freeholder Simmons) previously presented

P-5 Proclamation recognizing Andra Hohler (Creamer) James on being inducted into the Glassboro Hall of Distinguished Alumni. (Freeholder Simmons) previously presented

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

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER DIMARCO**

A-1 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2019 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

This Resolution authorizes insertion of special items of revenue into the 2019 County budget as follows:

WOMEN, INFANTS & CHILDREN PROGRAM (WIC) - \$1,000.00 - These funds will be used to support the County’s current WIC program. The additional funds will be used to purchase breast pumps, breast pump kits and accessories for our WIC participants.

SENIOR CITIZEN & DISABLED RESIDENT TRANSPORTATION ASSISTANCE PROGRAM - \$3,771.00 - These additional funds were made available from prior year unspent funding. Funding for this program is based on casino revenue and distributed to the counties to help provide much needed transportation for our County seniors and disabled residents. This additional \$3,771.00 will bring the total funding up to \$483,268.00.

ACCESS TO REPRODUCTIVE CARE & HIV SERVICES (ARCH) - \$125,000.00 - This grant is dedicated to reducing the spread of HIV/AIDS and other infectious diseases by offering drug treatment assessment, education and preventive services and community partner linkages for individuals in the community, including pregnant women at high risk for HIV and STD’s.

SENIOR FARMERS MARKET NUTRITION PROGRAM - \$1,500.00 - This funding will enable the Division of Senior Services to maintain service and defray the costs of service delivery of the Senior Farmers Market Nutrition Program, enabling them to continue to provide Farm Market Vouchers to low income seniors residing in Gloucester County.

LOCAL CORE CAPACITY FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS - \$280,803.00 - This grant will provide funding to enhance the County's capabilities as an emergency ready public health department by upgrading, integrating and evaluating local public health jurisdictions preparedness and responses.

COUNTY RIGHT TO KNOW PROGRAM - \$10,798.00 - This grant provides a data base to advise workers and community members of hazardous material used in the workplace and monitors collection and awareness of this data.

SPECIAL CHILD HEALTH – CASE MANAGEMENT - \$173,000.00 - This grant will provide Case Management services for children from birth to age 21 who have special health and developmental needs.

GLOUCESTER COUNTY MUNICIPAL ALLIANCE PROGRAM - \$391,915.00 - The long-term goal of this program is the elimination of drug and alcohol dependency among GC residents. The short-term goal is to work with committees, community agencies and organizations to make available quality prevention education programs, promote activities and alternatives that will heighten public awareness and equip residents to make informed decisions relative to alcohol and drug use. Funds will also be used for the salary of the County Municipal Alliance Coordinator.

A-2 RESOLUTION AUTHORIZING AND APPROVING THE BILL LISTS FOR THE MONTH OF MAY 2019.

The County Treasurer submits the bill lists for May, 2019 for Freeholder approval, including ratification of payments made to cover emergency payments made by the Division of Social Services. Upon approval, the Treasurer is authorized to render payment to vendors appearing on the lists.

A-3 RESOLUTION AUTHORIZING A CONTRACT WITH OPTIV SECURITY, INC. FROM JULY 16, 2019 TO JULY 15, 2020 FOR \$30,107.76.

This Resolution authorizes a contract with Optiv Security, Inc. to provide operational support 24 hours a day, seven days a week for the County's existing CommVault software. The CommVault product is proprietary, and provides off-line storage of information for future retrieval which is necessary to comply with the County's OPRA requests, and constitutes the majority of off-line storage activity. This Contract is awarded pursuant to N.J.S.A. 40A:11-5(dd). CAF #19-03659 has been obtained to certify funds.

A-4 RESOLUTION INCREASING THE CONTRACT WITH JOHNSON CONTROLS SECURITY SOLUTIONS, LLC BY \$37,544.71 FROM MARCH 27, 2019 TO MARCH 26, 2020.

This Resolution authorizes an increase to the contract with Johnson Controls Security Solutions, LLC by \$37,544.71, resulting in a new contract amount not to exceed \$92,554.71. This increase is necessary for the provision of additional doors at the Government Services Building in Clayton and at the Health Department, and maintenance of the County's Security Access Control System from March 27, 2019 to March 26, 2020. CAF #19-03528 was obtained to certified funds.

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER DIMARCO
FREEHOLDER LAVENDER**

B-1 RESOLUTION AUTHORIZING A CONTRACT AND END USER LICENSE AGREEMENT FROM GRAYSHIFT, LLC FROM MAY 15, 2019 TO MAY 14, 2020 FOR \$18,075.00.

This Resolution authorizes a Contract and a one-year end user license agreement ("EULA") from Grayshift, LLC, for the GrayKey Unit which provides forensic access technology for law enforcement, to be used by the County Prosecutor's Office. The EULA shall be effective for a one-year period from May 15, 2019 to May 14, 2020 for \$18,075.00. CAF #19-03540 was obtained to certify funds.

B-2 RESOLUTION AUTHORIZING THE PURCHASE OF CLOUD HOSTING AND MAINTENANCE SERVICES FROM SOFTWARE HOUSE INTERNATIONAL CORP. THROUGH STATE CONTRACT FROM JANUARY 1, 2019 TO DECEMBER 31, 2019 FOR A TOTAL AMOUNT OF \$110,801.41

This Resolution authorizes the purchase of cloud hosting services for record management by the County Prosecutor's Office on the Microsoft Azure government cloud, with related annual server maintenance (@ \$51,051.41), as well as Infoshare software maintenance (@ \$59,750), from Software House International Corp. through State Contract #A89851, from January 1, 2019 to December 31, 2019 for a total amount of \$110,801.41. CAF Nos. 19-03734 and 19-03735 were obtained to certify funds.

B-3 RESOLUTION AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS RELATED TO THE RELEASE OF THE DISTRIBUTION AMOUNT AND ACCEPTANCE OF FUNDS TO THE GLOUCESTER COUNTY ANIMAL SHELTER FROM THE ESTATE OF ELEANOR PRICE.

Resolution authorizing the execution of any and all documents related to the distribution amount and acceptance of funds to the Gloucester County Animal Shelter from the Estate of Eleanor Price.

B-4 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH PEOPLE FOR ANIMALS, INC., FOR ADDITIONAL SERVICES IN AN AMOUNT NOT TO EXCEED \$7,000.00 RESULTING IN A REVISED CONTRACT AMOUNT NOT TO EXCEED \$42,000.00 FOR YEAR FOUR OF CONTRACT.

This Resolution authorizes amendment to the Contract between the County and People for Animals, Inc. to authorize an increase of \$7,000 to the contract amount to include rounds made by the veterinarian and the spay/neuter services for the fourth year of the contract, from August 19, 2018 to August 18, 2019 as per PD-15-009. The revised contract amount shall not exceed \$42,000.00 for year four of the contract (August 19, 2018 to August 18, 2019).

B-5 RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE NEW JERSEY DIVISION OF CRIMINAL JUSTICE FOR THE VICTIMS OF CRIME ACT GRANT VOCA 08-17 FOR \$425,169.00, WITH AN IN-KIND MATCH OF \$122,937.00 FOR A TOTAL AMOUNT OF \$548,106.00 FOR GRANT PERIOD JULY 1, 2019 TO JUNE 30, 2020.

This Resolution will authorize the application and resulting grant agreement for Victims of Crime Act ("VOCA") Grant VOCA 08-17, which will provide funds to partially pay the salaries for employees of the County Prosecutor's Office Victim/Witness Unit, along with training and equipment needed within that Unit/office. This Unit provides services for victims of violent crime in Gloucester County as mandated by the New Jersey Crime Victim's Bill of Rights under N.J.S.A. 52:4B-36.

B-6 RESOLUTION AUTHORIZING GRANT APPLICATIONS TO THE BUREAU OF JUSTICE FOR THE FY2019 BULLETPROOF VEST PARTNERSHIP PROGRAM, SAFETY INITIATIVE GRANT FOR THE PERIOD FROM MAY 16, 2019 TO MARCH 19, 2020 FOR A TOTAL AMOUNT OF \$26,570.00.

This Resolution authorizes applications for funding from the US Bureau of Justice Assistance for the FY2019 Bulletproof Vest Partnership Program, Body Armor Safety Initiative Grant in the total amount of \$26,570.00. Grant funds will be used to provide ballistic and/or stab proof and/or combo vests for Correctional and Sheriff's Department Officers to provide officer safety on the job. Funding applied for is in the amount of \$17,730.00 for the Sheriff's Department, and \$8,840.00 in funding for Corrections.

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

C-1 RESOLUTION AUTHORIZING A FUNDING AGREEMENT WITH NJ DEPARTMENT OF TRANSPORTATION FOR THE ROWAN UNIVERSITY ROUTE 322 CAMPUS DOWNTOWN INTERSECTION PROJECT.

This Resolution will authorize execution of a Funding Agreement with the NJDOT for an amount up to \$1,000,000.00 for reimbursement of costs for the Rowan University Route 322 Campus Downtown intersection project, known as Engineering Project #18-16.

C-2 RESOLUTION AUTHORIZING A PURCHASE FROM EASTERN LIFT TRUCK CO., INC. FOR \$27,383.00.

This Resolution authorizes the purchase of one (1) Yale Model GPO60MX Lift Truck, 6,000 LB Nominal Capacity, Class V, as per PD-19-024 from Eastern Lift Truck Co., Inc. for \$27,383.00. CAF #19-03699 was obtained to certify funds.

C-3 RESOLUTION AUTHORIZING AN EXTENSION TO THE AGREEMENT WITH THE GLOUCESTER COUNTY WORKFORCE DEVELOPMENT BOARD TO SERVE AS ONE-STOP CAREER CENTER/AMERICAN JOB CENTER OPERATOR.

On May 17, 2017, the County adopted a resolution authorizing an agreement with the GCWDB and designated Thomas Bianco to serve as the Operator of the Gloucester County One-Stop Career Center/American Job Center on behalf of the County. The specifications publically advertised by the GCIA stated, "Based on performance, the Board has the option to renew the contract for an additional term of 2 years, to June 30, 2021." On April 17, 2019, the GCWDB approved a motion to extend the contract through June 30, 2021. The County authorizes the extension and designates Thomas Bianco to continue to serve as the titled Operator on behalf of the County with no additional salary or benefit.

C-4 RESOLUTION AUTHORIZING A PURCHASE FROM CANON USA, INC. C/O CANON SOLUTIONS AMERICA, INC., FOR \$36,190.00.

Resolution authorizing the purchase of one (1) OCE' ColorWave 3500 2R MFP Set and CW3500 PDF from Canon USA, Inc. c/o Canon Solutions America, Inc. for \$36,190.00, through State Contract #A40462 G-2075. C.A.F. #19-03597 has been obtained to certify funds.

DEPARTMENT OF PUBLIC SAFETY & VETERANS AFFAIRS

**FREEHOLDER CHRISTY
FREEHOLDER SIMMONS**

D-1 RESOLUTION AUTHORIZING A MEMORANDUM OF AGREEMENT BETWEEN THE NEW JERSEY OFFICE OF EMERGENCY MANAGEMENT AND THE COUNTY OF GLOUCESTER AS A PARTICIPATING AGENCY OF THE NEW JERSEY ALL-HAZARDS INCIDENT MANAGEMENT TEAM.

Resolution authorizing a Memorandum of Agreement with the New Jersey State Office of Emergency Management (NJOEM) will allow County Employees with a high level of experience in the Incident Command System (ICS) to become a member of the State Incident Management Team (IMT) and support our Local, County, State, and Federal partners in the management needs of a complex natural/man-made disaster. This State Team is Similar to what the County Board of Chosen Freeholders had already approved, by resolution several years ago on the County level.

D-2 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY AND THE COUNTY OF GLOUCESTER, FROM APRIL 18, 2019 TO APRIL 17, 2021.

Resolution authorizing a Shared Services Agreement between the Gloucester County Improvement Authority and the County of Gloucester, from April 18, 2019 to April 17, 2021. The Gloucester County EMT Training Academy, through Gloucester County EMS, will provide Shady Lane Home with EMT training students to "shadow" Shady Lane Home Nursing Staff as part of their training.

D-3 RESOLUTION AUTHORIZING MASTER AFFILIATION AGREEMENTS WITH INSPIRA MEDICAL CENTER WOODBURY, INC. AND A MASTER TRAINING SITE AGREEMENT WITH JEFFERSON HEALTH.

Resolution authorizing Master Affiliation Agreements with Inspira Medical Center Woodbury, Inc. for observational field training experience, each agreement is for a period of one year. Inspira Medical Center Woodbury, Inc. will enter into agreement with the County and make its facilities available to Gloucester County EMS and students in its Basic Emergency Medical Technician Program for observational field training experience. Also, the County will enter into agreement with Inspira Medical Center Woodbury, Inc. and make its facilities and vehicle available to Inspira EMT Students and Residents for observational field training experience. Jefferson Health will enter into agreement with the County and make its facilities available as a training site for County faculty and students, for a period of five years, with an automatic renewal for successive one-year terms.

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

F-1 RESOLUTION EXTENDING THE CONTRACT WITH SENIOR CITIZENS UNITED COMMUNITY SERVICES, INC. FROM JUNE 1, 2019 TO MAY 31, 2020 IN AN AMOUNT NOT TO EXCEED \$284,563.00.

This Resolution will authorize the County to exercise its option for a one (1) year extension to the contract with Senior Citizens United Community Services, Inc., for specific bus transportation services as per PD-17-010, at the per diem rate of \$227.65 per Vocational Runs I, II, III, IV and V, from June 1, 2019 to May 31, 2020 in an amount not to exceed \$284,563.00.

F-2 RESOLUTION ACCEPTING AMENDED GRANT AWARD REGARDING THE 2019 WIC HEALTH SERVICE GRANT FOR ADDITIONAL FUNDS IN THE AMOUNT OF \$1,000.00 FOR THE PERIOD OCTOBER 1, 2018 TO SEPTEMBER 30, 2019.

This Resolution will accept an amended grant award from the State Division of Family Health Services regarding the 2019 WIC Health Service Grant, for additional funds available in the amount of \$1,000.00, resulting in a new total grant amount of \$784,987.00 for grant period October 1, 2018 to September 30, 2019.

F-3 RESOLUTION ACCEPTING AMENDED GRANT AWARD REGARDING THE SPECIAL CHILD HEALTH SERVICES CASE MANAGEMENT GRANT FOR ADDITIONAL FUNDS IN THE AMOUNT OF \$3,000.00 FOR THE PERIOD JULY 1, 2019 TO JUNE 30, 2020.

This Resolution will accept an amended grant award from the State Division of Family Health Services regarding the Special Health Services Case Management Grant, for additional funds available in the amount of \$3,000.00. This will result in a new grant amount of \$170,000.00 with an in-kind match of \$64,804.00 for a total amount of \$237,804.00 for grant period July 1, 2019 to June 30, 2020.

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER LAVENDER
FREEHOLDER DIMARCO**

G-1 RESOLUTION AUTHORIZING PURCHASE OF CUSTOM FABRICATED PARK BENCHES FROM MRC, INC. THROUGH STATE CONTRACT FOR A TOTAL AMOUNT OF \$63,481.00.

This Resolution authorizes a purchase from MRC, Inc. of 50 custom fabricated six-foot cast end park benches, with and without provisions for embedded plaques, as per Vendor's Quote #149907, for a total amount of \$63,481.00 through State Contract #16-FLEET-00121. CAF#19-03700 was obtained to certify funds.

Old Business

New Business

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

Adjournment

Time_____

MINUTES

6:00 p.m. Wednesday, May 1, 2019.

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

	Present	Absent
Deputy Director DiMarco	X	
Freeholder Barnes	X	
Freeholder Christy	X	
Freeholder Jefferson	X	
Freeholder Lavender	X	
Freeholder Simmons	X	
Director Damminger	X	

Changes to the Agenda

Approval of the regular meeting minutes from April 17, 2019.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy					X	
Freeholder Jefferson		X	X			
Freeholder Lavender			X			
Freeholder Simmons					X	
Director Damminger			X			

Comments: N/A

PROCLAMATIONS

51831 Commission for Woman's Healthy Living Poster Contest Winners will receive certifications. (presented) (Jefferson)

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

OPEN

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

CLOSE

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER
FREEHOLDER DIMARCO

51832 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF THE WORKERS' COMPENSATION CLAIM OF PETITIONER, THOMAS CARTER, CLAIM PETITION #2005-21183.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

51833 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2019 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

51834 RESOLUTION AUTHORIZING A CONTRACT WITH PINO CONSULTING GROUP, INC. FOR \$27,550.00 FROM MAY 1, 2019 TO APRIL 30, 2020.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES

FREEHOLDER DIMARCO
FREEHOLDER LAVENDER

51835 RESOLUTION AUTHORIZING A CONTRACT WITH NMG CORPORATION, FROM MAY 16, 2019 TO MAY 15, 2020, IN AN AMOUNT NOT TO EXCEED \$38,000.00.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender		X	X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

51836 RESOLUTION AUTHORIZING A GRANT APPLICATION WITH NJ DIVISION OF HIGHWAY TRAFFIC SAFETY AND ACCEPTANCE OF THE COMPREHENSIVE TRAFFIC SAFETY PROGRAM GRANT FROM OCTOBER 1, 2019 TO SEPTEMBER 30, 2020 FOR \$55,450.00.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender		X	X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

51837 RESOLUTION AUTHORIZING A GRANT APPLICATION WITH NJ DIVISION OF HIGHWAY TRAFFIC SAFETY AND ACCEPTANCE OF THE DRIVING UNDER THE INFLUENCE SOBRIETY CHECKPOINT AND SATURATION PATROL GRANT FROM OCTOBER 1, 2019 TO SEPTEMBER 30, 2020 FOR \$130,000.00.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender		X	X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

51838 RESOLUTION AUTHORIZING A GRANT APPLICATION WITH NJ DIVISION OF HIGHWAY TRAFFIC SAFETY AND ACCEPTANCE OF THE CLICK IT OR TICKET GRANT FOR \$40,000.00 FROM MAY 1, 2020 THROUGH JUNE 30, 2020.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender		X	X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

51839 RESOLUTION AUTHORIZING A GRANT APPLICATION WITH THE NJ DIVISION OF HIGHWAY TRAFFIC SAFETY AND ACCEPTANCE OF THE DISTRACTED DRIVING CRACKDOWN GRANT FOR \$66,000.00 FROM APRIL 1, 2020 TO APRIL 30, 2020.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender		X	X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

51840 RESOLUTION AUTHORIZING AN AMENDMENT TO A SUBRECIPIENT AGREEMENT WITH THE BOROUGH OF CLAYTON.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes			X			
Freeholder Christy		X	X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons	X		X			
Director Damminger			X			

Comments: N/A

51841 RESOLUTION AUTHORIZING PAYMENT TO THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR GLOUCESTER COUNTY'S SHARE OF THE FISCAL YEAR 2019 PLANNING PROGRAM IN THE TOTAL AMOUNT OF \$43,047.00.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes			X			
Freeholder Christy		X	X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons	X		X			
Director Damminger			X			

Comments: N/A

51842 RESOLUTION AUTHORIZING CONTRACTS WITH RICHARD E. PIERSON MATERIALS CORP. AND SOUTH STATE MATERIALS, LLC FOR THE SUPPLY OF BITUMINOUS MATERIALS FROM MAY 5, 2019 TO MAY 4, 2020.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes		X	X			
Freeholder Christy					X	
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons	X		X			
Director Damminger			X			

Comments: N/A

51843 RESOLUTION AUTHORIZING THE PURCHASE OF TWO SPORT UTILITY VEHICLES FROM DAY CHEVROLET, INC. THROUGH STATE CONTRACT FOR A TOTAL AMOUNT OF \$73,769.28.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes			X			
Freeholder Christy		X	X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons	X		X			
Director Damminger			X			

Comments: N/A

51844 RESOLUTION AUTHORIZING THE PURCHASE OF SIX SPORT UTILITY VEHICLES FROM HERTRICH FLEET SERVICES, INC. FOR A TOTAL AMOUNT OF \$227,505.00.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes			X			
Freeholder Christy		X	X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons	X		X			
Director Damminger			X			

Comments: N/A

51845 RESOLUTION AUTHORIZING THE PURCHASE OF A CARGO VAN FROM MALL CHEVROLET, INC. FOR \$43,000.00.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes			X			
Freeholder Christy		X	X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons	X		X			
Director Damminger			X			

Comments: N/A

51846 RESOLUTION AUTHORIZING A CONTRACT WITH MCCORMICK TAYLOR, INC. FOR THE ROUTE 322 BY-PASS OF ROWAN UNIVERSITY PROJECT IN THE TOWNSHIP OF HARRISON AND BOROUGH OF GLASSBORO FOR \$570,456.73.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy		X	X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons						X
Director Damminger			X			

Comments: N/A

51847 RESOLUTION AUTHORIZING A CONTRACT WITH MASER CONSULTING, P.A. FOR THE BRIDGETON PIKE (ROUTE 45) AND MOUNT ROYAL ROAD/HARRISON AVENUE (CR 678) PROJECT IN MANTUA TOWNSHIP FOR \$258,331.15.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes			X			
Freeholder Christy		X	X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons	X		X			
Director Damminger			X			

Comments: N/A

DEPARTMENT OF PUBLIC SAFETY & VETERANS AFFAIRS

**FREEHOLDER CHRISTY
FREEHOLDER SIMMONS**

51848 RESOLUTION AUTHORIZING CONTRACT INCREASE WITH MOTOROLA SOLUTIONS, INC. THROUGH STATE CONTRACT #A83909.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes			X			
Freeholder Christy	X		X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

DEPARTMENT OF HEALTH & HUMAN SERVICES

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

51849 RESOLUTION AUTHORIZING APPLICATION TO THE NEW JERSEY DEPARTMENT OF HEALTH FOR THE RIGHT TO KNOW GRANT FOR AN AMOUNT NOT TO EXCEED \$10,798.00 FROM JULY 1, 2019 TO JUNE 30, 2020.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes		X	X			
Freeholder Christy			X			
Freeholder Jefferson	X		X			
Freeholder Lavender			X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

51850 RESOLUTION AUTHORIZING AN APPLICATION TO NEW JERSEY WIC SERVICES FOR A "MINI GRANT" OF \$1,500.00 FOR THE SENIOR FARM MARKET VOUCHER PROGRAM FROM JUNE 1, 2019 TO SEPTEMBER 30, 2019.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes		X	X			
Freeholder Christy			X			
Freeholder Jefferson	X		X			
Freeholder Lavender			X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

51851 RESOLUTION AUTHORIZING THE APPROVAL OF NON-MATCHABLE SYSTEM PAYMENTS REQUIRED TO BE MADE TO THE STATE OF NEW JERSEY IN ACCORDANCE WITH N.J.S.A. 30:1-12 AND N.J.A.C. 10:8-1.1 FOR AN AMOUNT NOT TO EXCEED \$300,000.00 FROM JUNE 1, 2019 TO MAY 31, 2020.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes		X	X			
Freeholder Christy			X			
Freeholder Jefferson	X		X			
Freeholder Lavender			X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER LAVENDER
FREEHOLDER DIMARCO**

Old Business

New Business

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

OPEN

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damming			X			

Comments: N/A

CLOSE

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damming			X			

Comments: N/A

Adjournment

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damming			X			

Comments: N/A

Time: 6:17

In Recognition Of
Jacob Ryan Natkin
Achieving Rank of Eagle Scout

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize **Jacob Ryan Natkin** on his achievements as a member of the Boy Scouts of America, Troop 7059; and

WHEREAS, **Jacob** started his Scouting career at the age of eight and progressed from a Tiger Cub, to Wolf, to Bear, and finally to Webelos, attaining the Cub Scout's highest rank of Arrow of Light. He crossed over into Boy Scouts Troop 7059 achieving the ranks of Scout, Tenderfoot, Second Class, First Class, Star, Life and distinguished himself by earning the "*Rank of Eagle Scout*", the highest award offered by the Boy Scouts of America on December 12, 2018; and

WHEREAS, **Jacob** earned 27 Merit Badges, 21 of which are required from his Eagle Scout Ranking. He exhibited exceptional leadership throughout his time in the Boy Scouts, serving in the positions of Assistant Patrol Leader, Patrol Leader, Senior Patrol Leader, Troop Guide, Order of the Arrow Troop Representative, Den Chief, Scribe Librarian, and Junior Assistant Scoutmaster; and

WHEREAS, **Jacob** has performed 142 hours of community service, camped and hiked over 50 nights and 50 miles with his Troop. **Jacob's** special achievements include Arrow of Light, Firem'n Chit, Totin' Chip, Cyber Chip, Order of the Arrow – Ordeal Member, and a Bronze Eagle Palm; and

WHEREAS, **Jacob** exhibited his commitment to public service by selecting as his Eagle Scout project, the establishment of a program to bring some fun and excitement to the children of the DuPont Children's Hospital. Jacob planned and executed four drives to collect donations of games, books, video game systems and controllers and video games. In total, he collected over 200 books, 100 board games, and over 50 video games and controllers. To further support these donations, Jacob coordinated a game-night at the hospital to be played with the children. His project is extraordinary because it shows concern and compassion for the most vulnerable of our communities; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2019 Gloucester County Board of Chosen Freeholders, Frank J. DiMarco, Lyman Barnes, Daniel Christy, James B. Jefferson, James J. Lavender, and Heather Simmons **do hereby recognize Jacob Ryan Natkin for his leadership, personal achievements and dedicated service to his community as a member of the Boy Scouts of America, Troop 7059.**

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 15th day of May, 2019.

Robert M. Damminger
Freeholder Director

Frank J. DiMarco
Freeholder Deputy Director

Lyman Barnes
Freeholder

Daniel Christy
Freeholder

James B. Jefferson
Freeholder

James J. Lavender, Ed. D
Freeholder

Heather Simmons
Freeholder

Attest: _____
Laurie J. Burns, Clerk of the Board

Gloucester County

Board of Chosen Freeholders

Proclamation

**PROCLAIMING MAY 5–MAY 11, 2019
NATIONAL SMALL BUSINESS WEEK
IN GLOUCESTER COUNTY**

WHEREAS, the President of the United States has issued a Proclamation celebrating National Small Business Week from May 5 through May 11, 2019; and

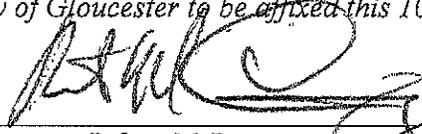
WHEREAS, the U. S. Small Business Administration, established in 1953, provides financial, technical and management assistance to help Americans start, run and grow their businesses; and

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

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

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2019 Gloucester County Board of Chosen Freeholders, Deputy Director Frank J. DiMarco, Lyman Barnes, Daniel Christy, James B. Jefferson, James J. Lavender, and Heather Simmons, do hereby proclaim the week of May 5 – May 11, 2019 as National Small Business Week in Gloucester County, and urge all citizens to join us in recognizing the small businesses of our county and the important role they play in our communities.

IN WITNESS WHEREOF, the Board of Chosen Freeholders has caused these presents to be executed and the seal of the County of Gloucester to be affixed this 10th day of May, 2019.



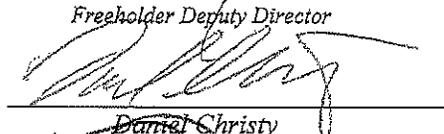
Robert M. Damming
Freeholder Director



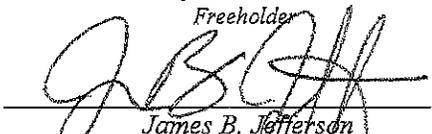
Frank J. DiMarco
Freeholder Deputy Director



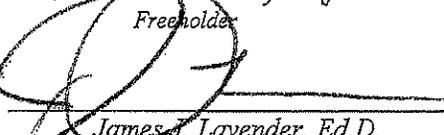
Lyman Barnes
Freeholder



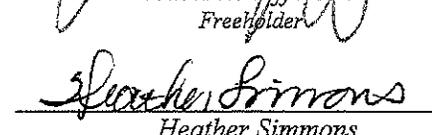
Daniel Christy
Freeholder



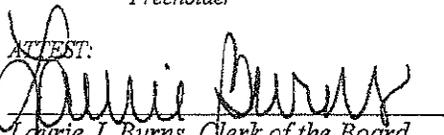
James B. Jefferson
Freeholder



James J. Lavender, Ed.D.
Freeholder



Heather Simmons
Freeholder

ATTEST:


Laurie J. Burns, Clerk of the Board

Gloucester County

Board of Chosen Freeholders

Proclamation

RECOGNIZING
ROBERT L. VIDEN, JR.
ON BEING INDUCTED INTO THE
GLASSBORO HALL OF DISTINGUISHED ALUMNI

WHEREAS, it is the desire of the Board of Chosen Freeholders to recognize Robert L. Viden, Jr. on being inducted into the Glassboro Hall of Distinguished Alumni; and

WHEREAS; Robert L. Viden, Jr. graduated from Glassboro High School with the Class of 1960 and started working with Atlantic City Electric Company. In 1965, Robert started his own firearms business out of a garage and expanded to include archery in 1969, when he purchased his Uncle's archery business. He and his wife, Gail, operated the business together, and in 1981, Robert retired from Atlantic City Electric to work full time in the business he renamed, "Bob's Little Sports Shop"; and

WHEREAS, Robert expanded and grew the business over the years, adding a pistol range and adding his children and grandchildren as employees, establishing a business that will support his family and the surrounding community for many years; and

WHEREAS, Robert has served on many boards and committees, exemplifying civic duty. He served as a volunteer with the Glassboro Fire Department for over 40 years, as trustee at the First United Methodist Church, was President of South Jersey Sportsmen Association and New Jersey Retail Firearms Dealers Association, and served as Director of the Safari Club International. Robert and his wife, Gail founded "Operation Footsteps", an organization that has helped send over 85,000 pairs of shoes to needy children around the world.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2019 Gloucester County Board of Chosen Freeholders Frank J. DiMarco, Lyman Barnes, Daniel Christy, James B. Jefferson, James J. Lavender and Heather Simmons do hereby recognize Robert L. Viden, Jr. on being inducted into the Glassboro Hall of Distinguished Alumni.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 9th day of May, 2019.

Signatures and names of Robert M. Damminger (Freeholder Director), Frank J. DiMarco (Freeholder Deputy Director), Lyman Barnes (Freeholder), Daniel Christy (Freeholder), James B. Jefferson (Freeholder), James J. Lavender, Ed.D. (Freeholder), and Heather Simmons (Freeholder).

ATTEST: Laurie J. Burns, Clerk of the Board

Gloucester County

Board of Chosen Freeholders

Proclamation

RECOGNIZING
MAAME YAA "MAYA" A.B. YIADOM
ON BEING INDUCTED INTO THE
GLASSBORO HALL OF DISTINGUISHED ALUMNI

WHEREAS, it is the desire of the Board of Chosen Freeholders to recognize Maame Yaa "Maya" A.B. Yiadom on being inducted into the Glassboro Hall of Distinguished Alumni; and

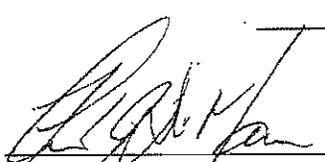
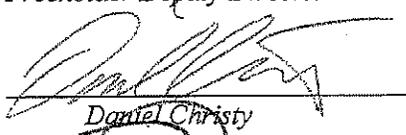
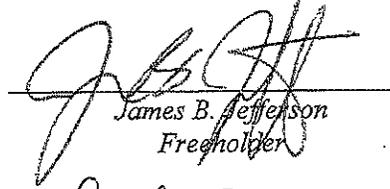
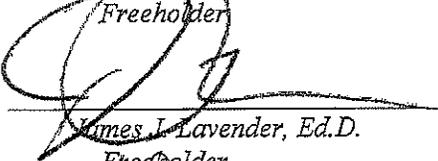
WHEREAS; Maame Yaa "Maya" A.B. Yiadom graduated from Glassboro High School with the Class of 1995 and continued her education by earning an undergraduate degree from Princeton University. She attended medical school at Robert Wood Johnson and graduated in 2007, completing her rotations at Cooper University Hospital in Camden, simultaneously completing her master's degree in Public Health from the Harvard University T.H. Chan School of Public Health followed by additional health policy training at John Hopkins University. Dr. Yiadom completed her training in emergency medicine at various hospitals in Boston and then joined the faculty of Cooper Hospital in Camden. She was the first faculty member recruited by the newly formed Cooper Medical School at Rowan University; and

WHEREAS, Dr. Yiadom shows her commitment to underserved communities through her work staffing Native American reservation emergency departments with the Indian Health Service and by serving as volunteer faculty at the Komfo Anokye Teaching Hospital's Emergency Department in Kumasi, Ghana. Dr. Yiadom has developed a national reputation as an emergency care, heart attack care-delivery, clinical operations research expert, and has authored over 19 published articles in United States and international medical journals; and

WHEREAS, Dr. Yiadom serves on the faculty of Vanderbilt University School of Medicine as Principal Investigator for the Emergency Care Health Services Research Data Coordinating Center. She resides in Nashville, TN with her husband, USAF veteran Ryan Van Cleave and their three daughters.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2019 Gloucester County Board of Chosen Freeholders Frank J. DiMarco, Lyman Barnes, Daniel Christy, James B. Jefferson, James J. Lavender and Heather Simmons do hereby recognize Maame Yaa "Maya" A.B. Yiadom on being inducted into the Glassboro Hall of Distinguished Alumni.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 9th day of May, 2019.

		
Frank J. DiMarco Freeholder Deputy Director	Robert M. Damminger Freeholder Director	Lyman Barnes Freeholder
		
Daniel Christy Freeholder		James B. Jefferson Freeholder
		
James J. Lavender, Ed.D. Freeholder		Heather Simmons Freeholder

ATTEST: 
Laurie J. Burns, Clerk of the Board

Gloucester County

Board of Chosen Freeholders

Proclamation

RECOGNIZING ANDRA HOHLER (CREAMER) JAMES ON BEING INDUCTED INTO THE GLASSBORO HALL OF DISTINGUISHED ALUMNI

WHEREAS, it is the desire of the Board of Chosen Freeholders to recognize Andra Hohler (Creamer) James on being inducted into the Glassboro Hall of Distinguished Alumni; and

WHEREAS; Andra Hohler (Creamer) James graduated from Glassboro High School with the Class of 1970 as the Valedictorian and continued her education at the University of Rochester, graduating in 1974 with a Bachelor of Science in Nursing. She continued at John Hopkins University and earned a Masters Degree in Public Health. She continued on to the University of Virginia and received her MD in 1993. She has a general specialty certification from the American Board of Obstetrics and Gynecology and a Subspecialty Certification in Maternal-Fetal Medicine; and

WHEREAS, Dr. James began her medical career at the University of North Carolina Memorial Hospital in Chapel Hill and continued as a Fellow in Maternal-Fetal Medicine at Duke University Medical Center in Durham. She became an Associate Professor and later a Professor with Tenure through 2012. She then joined the University of Virginia as the John M. Nokes Professor of Obstetrics and Gynecology with Tenure through 2014, then returned to Duke as a Consulting Professor of OBGYN and in the Department of Medicine till present; and

WHEREAS, Dr. James has made a significant contribution to the medical field, specializing in maternal-fetal medicine and high-risk obstetrics. She has published numerous articles, editorials, chapters, books, reviews and abstracts. She was appointed as a consultant internationally 18 times, 4 times by State Government and 10 times in industry. She was awarded numerous titles and special recognitions including a Lifetime Achievement Award from the Hemostasis and Thrombosis Research Society, the Castle Connolly Top Doctor and various institutional leadership titles at Duke University.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2019 Gloucester County Board of Chosen Freeholders Frank J. DiMarco, Lyman Barnes, Daniel Christy, James B. Jefferson, James J. Lavender and Heather Simmons do hereby recognize Maame Yaa "Maya" A.B. Yiadom on being inducted into the Glassboro Hall of Distinguished Alumni.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 9th day of May, 2019.

Signatures and names of Robert M. Damminger (Freeholder Director), Frank J. DiMarco (Freeholder Deputy Director), Lyman Barnes (Freeholder), Daniel Christy (Freeholder), James B. Jefferson (Freeholder), James J. Lavender, Ed.D. (Freeholder), and Heather Simmons (Freeholder).

ATTEST: Laurie J. Burns, Clerk of the Board

A-1

RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2019 BUDGET PURSUANT TO N.J.S.A. 40A:4-87

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of the Chosen Freeholders that the County of Gloucester hereby requests the Director of the Division of Local Government Services approve the insertion of special items of revenue into the 2019 County budget as follows:

- (1) The sum of **\$1,000.00**, which item is now available as a revenue from the State of New Jersey Department of Health Women, Infants & Children Program (WIC)), to be appropriated under the caption of the State of New Jersey Department of Health Women, Infants & Children Program (WIC) - *Other Expenses*
- (2) The sum of **\$3,771.00**, which item is now available as a revenue from New Jersey Transit Senior Citizen & Disabled Resident Transportation Assistance Program, to be appropriated under the caption of New Jersey Transit Senior Citizen & Disabled Resident Transportation Assistance Program - *Other Expenses*
- (3) The sum of **\$125,000.00**, which item is now available as a revenue from the State of New Jersey Department of Health Access to Reproductive Care & HIV Services (ARCH), to be appropriated under the caption of the State of New Jersey Department of Health Access to Reproductive Care & HIV Services (ARCH) - *Other Expenses*
- (4) The sum of **\$1,500.00**, which item is now available as a revenue from the State of New Jersey Department of Health Senior Farmers Market Nutrition Program, to be appropriated under the caption of the State of New Jersey Department of Health Senior Farmers Market Nutrition Program - *Other Expenses*
- (5) The sum of **\$280,803.00**, which item is now available as a revenue from the State of New Jersey Department of Health and Senior Services Local Core Capacity for Public Health Emergency Preparedness, to be appropriated under the caption of the State of New Jersey Department of Health and Senior Services Local Core Capacity for Public Health Emergency Preparedness - *Other Expenses*
- (6) The sum of **\$10,798.00**, which item is now available as a revenue from the State of New Jersey Department of Health and Senior Services County Right to Know Program, to be appropriated under the caption of the State of New Jersey Department of Health and Senior Services County Right to Know Program - *Other Expenses*
- (7) The sum of **\$173,000.00**, which item is now available as a revenue from the State of New Jersey Department of Health and Senior Services Special Child Health – Case Management, to be appropriated under the caption of the State of New Jersey Department of Health and Senior Services Special Child Health – Case Management - *Other Expenses*
- (8) The sum of **\$391,915.00**, which item is now available as a revenue from the State of New Jersey Governor’s Council Gloucester County Municipal Alliance, to be appropriated under the caption of the State of New Jersey Governor’s Council Gloucester County Municipal Alliance - *Other Expenses*

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on May 15, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

**LAURIE BURNS,
CLERK OF THE BOARD**

A-2

**RESOLUTION AUTHORIZING AND APPROVING THE
BILL LISTS FOR THE MONTH OF MAY 2019**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester has received and reviewed the bill list for the County as prepared, reviewed, and approved by the County Treasurer for the monthly period ending May 10, 2019; and

WHEREAS, the County Division of Social Services (“Division”) has submitted their bill list, including daily payments made by the Division and Administrative payments to be issued, which list was reviewed and approved by the Division’s Finance Officer and Director, and also reviewed and approved by the County Treasurer for the monthly period ending May 10, 2019.

NOW, THEREFORE, BE IT RESOLVED that the County’s bill list for the period ending May 10, 2019, as prepared, reviewed and approved by the County Treasurer is hereby approved by the Board of Chosen Freeholders, and the County Treasurer is authorized to render payment to each vendor appearing on said list; and

BE IT FURTHER RESOLVED that the Division of Social Services’ bill list for the period ending May 10, 2019, which includes ratification of prior emergency payments made, as prepared, reviewed and approved by the Division’s Finance Officer and Director, and the County Treasurer, is hereby approved, and the Treasurer is authorized to render payment to each vendor appearing on said list.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 15, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

**RESOLUTION AUTHORIZING A CONTRACT WITH OPTIV SECURITY, INC.
FROM JULY 16, 2019 TO JULY 15, 2020 FOR \$30,107.76**

WHEREAS, the County of Gloucester requires continuation of CommVault software premier support coverage for 24 hours a day, seven (7) days a week, and the proprietary reseller of the product is Optiv Security, Inc. and other services as set forth in Quote #1046038 dated April 4, 2019; and

WHEREAS, the proprietary provider of this product is Optiv Security, Inc. of 1125 17th Street, Suite 1700, Denver CO 80202; and

WHEREAS, the service related to this contract is for the support and maintenance of proprietary software which is integrally related to an existing system previously installed in the County and is an exception to the Local Public Contracts Law as described and provided in N.J.S.A. 40A:11-5(dd); and

WHEREAS, in accordance with N.J.S.A. 19:44A-20.4 et seq. this contractor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

WHEREAS, the County Treasurer has certified the availability of funds in the amount of \$30,107.76 pursuant to CAF #19-03659, which amount shall be charged against budget line item 9-01-20-140-001-20370.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board is authorized to attest to a contract with Optiv Security, Inc. for CommVault software premier support coverage and other services, as per Quote #1046038-1, for \$30,107.76 from July 16, 2019 to July 15, 2020.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 15, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

**CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
OPTIV SECURITY, INC.**

THIS CONTRACT is made effective this 16th day of **July, 2019**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **OPTIV SECURITY, INC** with offices at 1125 17th Street, Suite 1700, Denver CO 80202 hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, the County of Gloucester has determined that there is a need for continuation of the CommVault software premier support coverage, 24 hours a day, seven (7) days a week, and other services as per Quote 1046038-1; and

WHEREAS, the services related to this contract pertain to proprietary hardware and software integrally related to an existing system previously installed in the County, and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(dd); and

WHEREAS, pursuant to N.J.S.A. 19:44A-20.4 et seq., this Contractor having certified that it has not previously made and will not make a disqualifying contribution during the term of the Contract; and

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

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

TERMS OF AGREEMENT

1. **TERM**. This Contract shall be for a period of one (1) year, from July 16, 2019 to July 15, 2020.
2. **COMPENSATION**. This Contract shall be for a total amount of \$30,107.76.

Contractor shall be paid in accordance with this Contract document within 30 days upon date of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during

the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is agreed and understood that acceptance and final payment to Contractor shall be considered a release in full of all claims against the County for the product or service delivered.

3. DUTIES OF CONTRACTOR. Contractor shall provide all aspects of the CommVault software premier support coverage, 24 hours a day, seven (7) days a week, as well as other services as set forth in Contractor's Quote #1046038-1, which is attached hereto a made a part of this Contract by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

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

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all personal injury, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property of third parties sustained in connection with this Contract which results from any negligent acts or omissions of any of its officers, directors, employees, agents, servants or independent contractors. The Contractor's liability under this agreement shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination. In no event will either party or its affiliates be liable to the other party or its affiliates, whether in contract or in tort or under any other legal theory (including, without limitation, strict liability and negligence), for lost profits or revenues, loss of use or loss or corruption of data, for equipment or systems outages or downtime, or for any indirect, special, exemplary, punitive, multiple, incidental, consequential or similar damages, arising out of or in connection with this agreement or otherwise, even if advised of the possibility of such damages. Notwithstanding the foregoing or anything to the contrary in this Contract, in no event will either party's aggregate liability for any and all claims relating in any way to this Contract, exceed the greater of five million dollars (\$5,000,000.00) or three times the amount of fees paid or payable by the County to Contractor for the applicable service, deliverable or product which is the subject of the claim.

9. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the Contract, will not make a reportable contribution during the term of the Contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the Contract is awarded.

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

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

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

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

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

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

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

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

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

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

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

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

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document, and Contractor's quote #947277-1 dated April 23, 2018. Should there occur a conflict between this Contract and Contractor's quote, then this Contract will control.

THIS CONTRACT is effective as of the 16th day of **July, 2019.**

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

ATTEST:

COUNTY OF GLOUCESTER

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

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

OPTIV SECURITY INC.

**By:
Title:**



Quote#: 1046038-1
Payment Terms: Net 30
Tax ID: 43-1806449

Date: 4/4/2019
Expiration: 7/15/2019

To:

COUNTY OF GLOUCESTER
 Amy Gregg
 2 South BROAD ST
 WOODBURY, NJ 08096-4604
 US
 856-853-3374
 agregg@co.gloucester.nj.us

From:
 David Barnes
 (856) 397-9310
 david.barnes@optiv.com

Client Operations Specialist:
 Diego Castano
 (610) 889-7916
 diego.castano@optiv.com

Remit Payment:
 PO Box 28216 Network Place
 Chicago, IL 60673-1282

CommVault Renewal - 2019
 CommVault co-terms all add-on orders to their existing commcell automatically

Line #	Product Description	Product Code	Term	Serial Number(s)	QTY	Customer Price	Customer Extended Price
1	CommVault : Software Premier Support Coverage:(24 hours a day, 7 days a week):	S-PREM-RNWL	2019-07-16 to 2020-07-15	CommCell ID: F832C	1	USD 30,107.76	USD 30,107.76
2	CommVault: On-demand Learning Professional includes one year access to all Essentials content, Commvault Professional eLearning course, On-demand labs, Commvault Professional Certification exam, exclusive Expert VILT sessions, and Professional access to the Commvault On-demand learning library *** Recommended ***	ED-OD-PRO-MNT			1	USD 2,290.00	USD 2,290.00

Total amount due for renewal includes prorated maintenance on software products purchased mid-term

Subtotal: USD 32,397.76
Estimated Tax: USD 0.00
Estimated Shipping: USD 0.00
Grand Total: USD 32,397.76

** CommVault does not accept returns. No exceptions **
 Please note: If the order for the above contract is not received by the expiry date, the renewal will be subject to a 25% reinstatement fee.

Sales Quote Terms and Conditions

This Sales Quote and the Client's purchase of the Products listed in this Sales Quote are subject to and shall be governed by (i) the Sales Quote Terms and Conditions and (ii) the Data Processing Terms and Conditions, both available at <http://www.optiv.com/agreements>

Optiv Security Inc., 1144 15th Street, Suite 2900, Denver, CO 80202 United States

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
 (856) 853-3420 • Fax (856) 251-6777

PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS	
THIS NUMBER MUST APPEAR ON ALL INVOICES	
NO.	19-03659

Pg 1

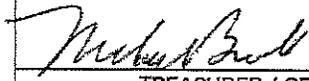
SHIP TO	GLOUC. CO I.T DEPARTMENT 2 SOUTH BROAD STREET WOODBURY, NJ 08096 ATTN: AMY GREGG
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ORDER DATE: 05/03/19
 REQUISITION NO: R9-18490
 DELIVERY DATE:
 STATE CONTRACT:
 ACCOUNT NUM:

VENDOR	OPTIV SECURITY, INC. <small>VENDOR #: OPTIV005</small> ATTN: LEGAL DEPARTMENT 1144 15TH STREET, SUITE #2900 DENVER, CO 80202
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SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	COMMVAULT RENEWAL - 2019 QUOTE# 1046038-1 COMMVAULT: SOFTWARE PREMIER SUPPORT COVERAGE: (24 HOURS A DAY, 7 DAYS A WEEK): PRODUCT CODE: S-PREM-RNWL COMMCELL ID: F832C PROPRIETARY CONTRACT CONTRACT TERM 7/16/2019-7/15/2020	9-01-20-140-001-20370 Equipment Svc Maintenance Agreements	30,107.7600	30,107.76
			TOTAL	30,107.76

CLAIMANT'S CERTIFICATE & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.	I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW
X		
VENDOR SIGN HERE		TREASURER / CFO
TAX ID NO. OR SOCIAL SECURITY NO.		
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS	DEPARTMENT HEAD	QUALIFIED PURCHASING AGENT
	DATE	

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

A-4

**RESOLUTION INCREASING THE CONTRACT WITH JOHNSON
CONTROLS SECURITY SOLUTIONS, LLC BY \$37,544.71 FROM
MARCH 27, 2019 TO MARCH 26, 2020**

WHEREAS, by Resolution adopted March 20, 2019 the County authorized a contract with Johnson Controls Security Solutions, LLC in an amount not to exceed \$55,000.00, for maintenance of the previously installed door-lock access control systems at various County facilities; and

WHEREAS, additional door-lock entry systems are needed at the Government Services building in Clayton and at the Health Department, as well as maintenance of said systems; and

WHEREAS, the service related to this contract pertains to installation and maintenance of proprietary computer hardware and software which is integrally related to an existing system previously installed in the County, and is an exception to the Local Public Contracts Law as described and provided in N.J.S.A. 40A:11-5(dd); and

WHEREAS, in accordance with N.J.S.A. 19:44A-20.4 et seq. this contractor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and\

WHEREAS, the Treasurer has certified the availability of funds in the amount of \$37,544.71 pursuant to CAF #19-03528 to be charged against budget line items C-04-19-017-140-17203 for \$3,492.82 and C-04-18-017-330-17239 for \$30,783.00, and C-04-19-017-140-17203 for \$3,268.89.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board is authorized to attest to, an amendment to the contract with Johnson Controls Security Solutions, LLC to increase the contract by \$37,544.71, for a new total contract amount not to exceed \$92,554.71, from March 27, 2019 to March 26, 2020; and

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 15, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**Laurie J. Burns,
Clerk of the Board**



COMMERCIAL SALES AGREEMENT

TOWN NO. 0021-SOUTHERN NJ

CUSTOMER NO. 102126413

JOB NO.

PO NO.

ESTIMATE NO. 1-4NEXBXK

DATE: 4/29/2019

Johnson Controls Security Solutions LLC ("Johnson Controls")
Paul Faiella
7852 Browning Rd,
Pennsauken, NJ 08109-4642
Tele. No. (727) 481-2201

Gloucester County 911 Bldg
d/f/a: Gloucester County
("Customer")
Customer Billing Information
2 South Broad Street,
Woodbury, NJ 08096
Attn:
Tele. No.

Customer Premises Served
1200 N Delsea Dr Gov Serv Bldg,
Clayton, NJ 08312
Attn:
Tele. No. (856) 251-6750

This Commercial Sales Agreement is between Customer and Johnson Controls Security Solutions LLC ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW").

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- (a) Hazardous Substance Checklist and Customer Letter
(b) Scope of Work / Schedule(s) of Protection
(c) Terms and Conditions
(d) Additional Terms and Conditions
(e) State Specific Forms, if applicable (e.g., local permit applications)
(f) Customer Installation Acceptance Form (specific to Equipment/Services purchased)
(g) If multiple locations, see attached schedule

II. CHARGES AND FEES; TAXES: Customer agrees to pay the total Equipment purchase price and/or installation charges set forth in the Scope of Work/Schedule of Protection plus applicable "Fees" and "Taxes" as defined below ("Installation Charge"). Upon acceptance of this Agreement, Customer will pay to Johnson Controls the installation charge deposit ("Installation Charge Deposit"), if any, set forth in the SCOPE OF WORK/SCHEDULE OF PROTECTION. Johnson Controls may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the STATEMENT OF WORK / SCHEDULE OF PROTECTION made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and the Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. For the Service(s) provided as indicated in this Agreement, Customer agrees to pay Service Charges per annum set forth in the SCOPE OF WORK/SCHEDULE OF PROTECTION (the "Annual Service Charges"), payable in advance Quarterly plus applicable Taxes for 0 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Until Customer has paid Johnson Controls the Installation Charge and Fees, and Taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all proceeds thereof to secure such payment. After the Initial Term this Agreement shall automatically renew on an Annual basis unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date. Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Additionally, Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Johnson Controls related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees"). Customer is solely responsible to pay all applicable sales, use and/or similar taxes imposed by any taxing or governmental authority on the Equipment, System and/or Services provided hereunder ("Taxes") unless Customer provides to Johnson Controls a valid tax exemption certificate authorized by an appropriate taxing authority. If Customer fails to provide a valid tax exemption certificate, Customer shall remain liable for the payment of any such Taxes until paid in full.

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within ninety (90) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL HERE _____

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL HERE _____

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

CUSTOMER: County of Gloucester

Presented by: _____
(Signature of Johnson Controls Sales Representative)

Accepted By: _____
(Signature of Customer's Authorized Representative)

Sales Agent: Paul Faiella
Sales Representative Registration Number (if applicable): _____

Robert M. Damminger,
Freeholder Director

Title: _____
Date Signed: _____



COMMERCIAL SALES AGREEMENT

TOWN NO.
0021-SOUTHERN NJ

CUSTOMER NO.
102126413

JOB NO.

PO NO.

ESTIMATE NO.
1-4NEXBK

SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. **SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"):** Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. **Ownership of System and/or Equipment:** Direct Sale (equipment to become property of the Customer upon payment of installation Charges and Fees in full).

B. **Services to be Provided ("Services")**

Alarm monitoring and Notification Services:	No Service Selected
Video Surveillance Services:	No Service Selected
Managed Access Control Services:	No Service Selected
Video Equipment:	No Service Selected
Quality Service Plan(QSP)Maintenance; Preventive Maintenance/Inspection:	Maintenance Quality Service Plan PROVIDED / Inspections NOT PROVIDED
Additional Services:	Access Control

C. **Equipment to be Installed ("Equipment"):** Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	SCHLAGE MULTI-TECH MULLION PIV READER - (BLACK) READS 125KHZ PROX & 13.56MHZ C	
250	Composite Access 18/8c + 18/4c + 22/4c + 16/2c, STR, Shielded, CMP, Plenum, Yellow, 250' Reel	
1	Programming	

D. **CHARGES AND ESTIMATED TAX:**

1. **Installation Charge:**

Installation Charge Amount:	\$3,492.82
* Estimated Tax(es):	\$0.00
TOTAL INSTALLATION CHARGE:	\$3,492.82
Installation Deposit Amount:	\$0.00

2. **Annual Service Charge:**

Annual Service Charge Amount	\$800.00
* Estimated Tax(es):	\$0.00
TOTAL ANNUAL SERVICE CHARGE:	\$800.00

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

E. **Scope of Work:** This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: Amy Gregg Gloucester County IT Department (p)856-853-3374 (f)856-853-3377 Gregg, Amy <agregg@co.gloucester.nj.us>

System Operation: Scope of work: Bill Davis survey this already and knows exactly what to do here installing one reader and ruing the wire to the access panel which has 1 available port JCI will Program the door Maintenance and service included Locksmith and permit to be provided by others

Programming Info: JCI will program the door schedule and up to 10 cards

Site Conditions: Existing AMAG site has an open port on the panel to support the new door JCI is running the wire from the panel too the reader and installing the reader others are providing the locks

Existing Equipment: Existing AMAG site has an open port on the panel to support the new door

Customer Expectations: Please coordinate with Amy because David is out on medical leave

Training Expectations: NA

General Comments: Others to provide the locksmith and the permits

Customer Responsibilities / Johnson Controls Exclusions: Customer will need to provide the 110VAC and IP connection

Documentation Needs: Signed completion form

Contract Notes -

TERMS AND CONDITIONS

TERMS AND CONDITIONS

V. Customer and Johnson Controls agree as follows:

A. Services.

A.1. Central Station Signal Receiving and Notification (Alarm Monitoring) Services. Intentionally left blank - Services have not been purchased.

A.2. Communication Facilities. Intentionally left blank - Alarm Monitoring Services have not been purchased.

A.3. Maintenance Service/Quality Service Plan ("QSP"). 1. If QSP is purchased, Johnson Controls will provide and bear the expense of maintenance/repair of the covered Equipment for issues related to normal wear and tear. The following are not covered under QSP and any requested QSP Service will be provided on a time and materials basis: (a) window foil, (b) security screens, (c) product installed contrary to OEM specifications, (d) exterior wiring, (e) programming changes, (f) software updates/upgrades, unless Software Support Services are purchased, (g) consumables such as batteries and printer supplies, and (h) "Conditions" not covered by Warranty shown below. Customer shall pay for any related labor and/or materials for such work at Johnson Controls' then applicable rates. Additional charges may apply for QSP Service requiring the use of a lift. Johnson Controls' obligation to perform QSP Service relates solely to the covered Equipment. 2. If QSP is not purchased prior to the expiration of the Equipment Warranty, Johnson Controls will provide such QSP Service only after inspecting the Equipment to be covered and making any necessary repairs or replacements to bring the Equipment/System into compliance with Johnson Controls' specifications and/or the standards set by applicable law. 3. QSP Service will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). QSP Service performed outside of these hours is subject to additional charges. Provision of QSP Service is conditioned upon the continued availability of system components/parts from the original equipment manufacturer ("OEM").

A.4. Testing/Inspections Service ("T/I"). Intentionally left blank - Services have not been purchased.

A.5. Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.1. Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.

A.6.2. Video Guard Tour. Intentionally left blank - Services have not been purchased.

A.6.3. Video Escort. Intentionally left blank - Services have not been purchased.

A.6.4. Video Assist. Intentionally left blank - Services have not been purchased.

A.6.5. Video Audit. Intentionally left blank - Services have not been purchased.

A.6.6. Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.7. Managed Video Portal. Intentionally left blank - Services have not been purchased.

A.6.8. Unattended Delivery - Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.

A.6.9. Unattended Delivery - Live Video Monitoring of Process - Intentionally left blank - Services have not been purchased.

A.9. Vision/Mision with Auditing. Intentionally left blank - Service is no longer offered.

A.10. Hosted Access. Intentionally left blank - Services have not been purchased.

A.11. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.

A.12. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.12. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.13. Software Support Services. If Software Support Services ("SSS") are purchased they will be provided on licensed software titles expressly identified in this agreement, (the "Covered Software"). Support Conditions. SSS for Covered Software are subject to the following conditions ("Support Conditions"): (a) Johnson Controls' receipt of the Software Support Fee; (b) the Covered Software is not modified from its standard form originally licensed by the software owner/licensor ("Licensor"); (c) Customer's use of Covered Software is in accordance with the end user license agreement ("EULA") between Customer and Licensor; if applicable; (d) Customer provides Johnson Controls (and/or its authorized representatives) with and when necessary (1) any information and/or documentation required to recreate the problem, defect, or non-conformity (individually/collectively, a "Problem"), (2) log in privileges for remote trouble shooting, (3) TCP/IP Ethernet network addresses, and (4) access to Customer's network, servers and/or hardware; and (e) the processor, operating system and associated system software, and other interdependent or reliant software are operating properly. Exclusions. Johnson Controls will not provide SSS when a Problem is caused by (a) relocation, movement, improper operation, neglect or misuse of the Covered Software or associated Equipment/System; (b) Customer's failure to maintain proper site or environmental conditions; (c) any attempts at configuration, repairs, support, or modifications to the Covered Software not performed by a Johnson Controls authorized representative; (d) discontinued systems or software; (e) casualty, act of God, the unauthorized acts of third parties; (f) failure or interruption of electrical power, telephone or communication line or like cause, or (g) any other cause external to the Covered Software. Problem Resolution. Johnson Controls will provide Customer with email and telephone support on the Covered Software. Johnson Controls then will use reasonable commercial efforts to resolve and correct the Problem within forty-eight (48) hours. Problem resolution and correction may be provided at Johnson Controls' discretion as a software fix or workaround. Johnson Controls will periodically advise Customer on Johnson Controls progress in diagnosing and/or correcting the reported Problem. Customer acknowledges that Johnson Controls may be unable to resolve Problem due to (a) Johnson Controls inability to recreate, locate or identify the Problem; (b) issues related to Customer's system hardware, network or internet connectivity issues; or (3) issues for which the Original Equipment Manufacturer ("OEM") and/or Licensor (collectively, also referred to as a "Johnson Controls Supplier") has not provided a resolution or workaround. If Johnson Controls is unable to resolve or correct a Problem, Johnson Controls will notify Customer and provide underlying information as available. Notwithstanding anything to the contrary herein, Johnson Controls makes no warranties that its efforts will be successful in diagnosing, resolving, or correcting any Problem. Software Updates. Customer understands that the SSS provides access to updates and upgrades but do not include the provision of software update or upgrade services unless purchased. If software upgrades are required to correct a Problem, such software upgrades will be provided, at Customer's request, on a time and materials basis at Johnson Controls' then-current hourly rates as such upgrades become available from the Johnson Controls Supplier. On Site Engineer Support Services. If Johnson Controls determines that on-site engineer support services ("ESS") are necessary to correct a Problem, Johnson Controls will provide ESS on a time and materials basis at Johnson Controls' then current ESS rates plus any related travel or other expenses. Such ESS may include on-site software installation assistance, training, or Problem diagnosis, resolution, and/or correction. Return of Defective Media. Customer may return any defective media directly to Johnson Controls using a Johnson Controls furnished return authorization number. Fee for Reinstatement. Customer may incur reinstatement charges ("Reinstatement Fee") at Johnson Controls then current rates, if it allows SSS to lapse and later requests reinstatement within one year from the time the SSS lapses. Limitation of Liability. Notwithstanding anything in the Agreement to the contrary, Customer acknowledges and agrees that neither Johnson Controls nor its Supplier will be responsible for Problems caused by changes in the operating characteristics of the Equipment/System upon which the Covered Software is operating, or for problems in the interaction of the Covered Software with Customer's Network or existing software/firmware/hardware. In no event will Johnson Controls and/or Johnson Controls Supplier be liable for any (a) third party claims; (b) loss or damage to any systems, records or data, or liabilities related to a violation of an individual's privacy rights; or (c) indirect, incidental, special, consequential, punitive, reliance, or cover damages (including lost profits and lost savings). Customer further agrees that, in no event will Johnson Controls' and/or Johnson Controls Supplier's aggregate liability regardless of cause (including, but not limited to, liability for negligence, strict liability, breach of contract, misrepresentation and other contract or tort claims) arising from the provision of or failure to provide SSS and/or Customer's use of or inability to use any Covered Software or related System, exceed the lesser of USD\$1,000 or the total SSS Fees paid by Customer.

A.14. Lynx Network Dues and Emergency Notification System ("Lynx System"). Intentionally left blank - Lynx System/Services have not been purchased.

A.15. RFID Tracking System ("System"). Intentionally left blank - RFID Systems have not been purchased.

A.16. HID SEOS Mobile Credential Service ("Service"). If HID SEOS Mobile Credential Service is purchased, the following terms shall govern Customer's use of the Service and shall survive termination or expiration of the Agreement. 1. Johnson Controls will provide customer with the ability to utilize HID SEOS Mobile Credential Service in their physical access control environment. As used herein the term "Data" shall mean any data or information used/required by Customer to manage or run its access control system, including, but not limited to, information used to authenticate users and permit access to Customer's premises. To the extent that the "Service" to be provided include hosting, storage, management, or conversion of Customer Data, or (5) updates or upgrades to Customer's access control system software and/or associated data/database, Customer understands and agrees that (a) during performance of the Service, any Data converted into a format compatible with the database, or placed or stored within the database may be lost, damaged, or compromised; (b) Customer is responsible to take appropriate measures to protect the Data prior to receiving or using the Service, including, but not limited to, masking personally identifiable information and performing backups; (c) Johnson Controls will take reasonable technical, administrative and information security measures to protect the Data; and (d) Johnson Controls will not be held responsible or liable for any loss, damage, or claims arising from or out of the loss or compromise of any Data. 2. In connection with Customer's use of and Johnson Controls' provision of the Service, Customer, Johnson Controls, and/or Johnson Controls' Subcontractors, may transmit, record, store, provide and/or receive unencrypted Data ("Transmissions") via the Internet. Johnson Controls and/or its Subcontractors may store such Transmissions in off-shore facilities. Johnson Controls does not warrant the integrity, accuracy, confidentiality, or security of such Transmissions with regard to unauthorized use, disclosure, corruption, interception or otherwise (collectively, "Security Risks"). Customer hereby assumes and releases Johnson Controls of and from all Security Risks and any associated damages or liability arising out of or related to Data Transmissions and Data Security Risks. Customer is responsible for all Internet Service Provider and telecommunication charges incurred by Customer to facilitate Data Transmissions. 3. Customer acknowledges and agrees that Johnson Controls shall have no liability whatsoever for the content of the Transmissions or signals and/or data transmission failures regardless of (a) the cause of such transmission failure; (b) whether Johnson Controls had knowledge of or should have had knowledge of any such failure or the content of any such Transmissions; and/or (c) whether Customer has paid Johnson Controls for any such Services. Customer acknowledges that the use of radio frequencies, cellular devices, and wireless equipment may be regulated and controlled by the Federal Communications Commission and changes in rules, regulations and policies may necessitate Johnson Controls' discontinuance of any equipment, systems, or Services here under. The Customer agrees that the liability of any Johnson Controls third-party service/software provider ("Subcontractor"), including but not limited to any wireless service/equipment provider, is limited in accordance with, and such Subcontractor(s) may invoke, the provisions of this section. 4. THE CUSTOMER SHALL INDEMNIFY AND SAVE HARMLESS AND, AT ITS OWN COST AND EXPENSE, DEFEND JOHNSON CONTROLS FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES AND COSTS OR EXPENSE OF ANY KIND ARISING OUT OF OR FROM ANY DATA CONVERTED, STORED, HOSTED, OR TRANSMITTED BY, TO, OR FROM JOHNSON CONTROLS OR ITS SUBCONTRACTORS OR FOR ANY REASON OUT OF THE RELEASE, REPRODUCTION, CIRCULATION, PUBLICATION OR USE OF ANY SUCH DATA BY ANYONE, INCLUDING, BUT NOT LIMITED TO, CAUSES OF ACTION FOR IDENTITY THEFT, PERSONAL INJURY, FALSE ARREST, FALSE IMPRISONMENT, OR MALICIOUS PROSECUTION.

A.17. Customer For Life Program ("Service"). Intentionally left blank -- Service has not been purchased.

A.18. Outdoor Radar Perimeter Protection. Intentionally left blank -- System has not been purchased.

A.19. Self-Printing Service. Intentionally left blank -- Service has not been purchased.

A.20. Audio Enabled Devices. Intentionally left blank -- Equipment has not been purchased.

A.21. Proactive Health Services. Intentionally left blank -- Services have not been purchased.

A.22. Automated Notification. Intentionally left blank -- Services have not been purchased.

A.23. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.

B. Warranty (90-Day). 1. If the transaction type is "Direct Sale", any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Controls's "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Johnson Controls-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.

3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls' then applicable rates for labor and materials.

4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE.

C. System Requirements, Miscellaneous. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD (EXCEPT WHERE A FAMILIARIZATION PERIOD IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO JOHNSON CONTROLS' CMC (AND DURING ANY APPLICABLE EXTENSIONS), JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE JOHNSON CONTROLS' CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL JOHNSON CONTROLS RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 5. Training Services. Johnson Controls provides initial training to Customer on use of the equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Johnson Controls' then current rate. 6. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wire/mold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/serviced under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation.

7. Closed Circuit Television ("CCTV")/Video Equipment. Intentionally left blank - no CCTV/Video Equipment has been purchased.

8. New York City Fire System. Intentionally left blank - covered system is not installed in NYC

D. Electronic Media; Personal Information; Consent to Call, Text or Email. 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Johnson Controls all personal information disclosed hereunder concerning individuals/employees/other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) permit Johnson Controls to collect (including consent to record telephone conversations with Johnson Controls), use, disclose and transfer such personal information; and (c) expressly authorizes Johnson Controls to use such personal information to administer the relationship and the agreement between Customer and Johnson Controls, including, but not limited to, contacting Customer personnel at the telephone numbers and/or email addresses provided; (f) using SMS, text, prerecorded messages, or automated calling devices to deliver messages to set/confirm a service/installation appointment; and/or (i) to provide information or offers about products and services of interest to Customer. Customer acknowledges and agrees that Johnson Controls may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability, Indemnification (Sale of Access/Video Equipment and Installation Only). Notwithstanding anything to the contrary in this Agreement or any purchasing document presented by Customer, only Video and/or Access Equipment and Services shall be provided by Johnson Controls under the terms and conditions of this Agreement. The Equipment and Services provided by Johnson Controls under this Agreement will not include: (a) burglar and/or fire detection or alarm equipment or monitoring, maintenance, inspection or other services; (b) security guard services; or (c) architectural, engineering, or design professional services. If any other equipment or services are requested by or provided to Customer, then such equipment and/or services shall be provided under a separate written agreement executed by Customer and Johnson Controls which shall contain the alarm industry specific terms and conditions.

1. Indemnity. (a) Johnson Controls shall defend, indemnify and hold Customer, its corporate affiliates, and their respective officers, directors, agents and employees harmless from damage, liability and expense resulting from the negligent acts or willful misconduct of Johnson Controls' agents and employees committed while performing Services on Customer's premises, to the extent that they are the direct cause of the loss, damage or injury to third parties or Customer's property (e.g., equipment dislodging and striking a third party due to improper installation), as opposed to being caused by an occurrence or the consequences therefrom that the Equipment or Services were intended to deter, detect or avert. (b) Customer shall defend, indemnify and hold Johnson Controls, its affiliates, and their respective officers, directors, agents and employees, harmless from damage, liability and expense to the extent that any such loss is not directly caused by the negligent acts or willful misconduct of Johnson Controls' agents and/or employees, or arises out of any claim related to invasion of privacy, infliction of emotional distress, harassment, violation of eavesdropping/wiretapping laws or similar claims arising out of Customer's use of the Equipment and/or Services.

2. Limitations on Liability. If Customer uses the Equipment and/or Services to aid in monitoring or controlling the location or activities of persons on or about its property and premises, Customer acknowledges that the Equipment and/or Services are not intended to be the sole means for doing so. Johnson Controls' Equipment and Services do not cause and cannot eliminate occurrences of the events they are intended to deter, detect, avert or record. Johnson Controls is not an insurer of the safety or security of any person, entity or property, or against the risks attendant to a person's presence in, or ingress to or egress from any building, property or area that may be monitored by the Equipment and/or Services. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Equipment and Services provided and are unrelated to any such risk of loss. Johnson Controls does not undertake and assumes no liability for such risk by providing the Equipment and/or Services. If Johnson Controls is nevertheless found liable under any legal theory for loss, damage or injury caused directly or indirectly by occurrences or the consequences therefrom which the Equipment and/or Services are intended to deter, detect, avert or record, Johnson Controls' liability shall be limited to the sums paid by Customer for the Equipment or Services at issue as Customer's sole remedy. Johnson Controls is not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2. Failure to pay amounts when due shall give Johnson Controls, in addition to any other available remedies, the right to terminate this Agreement and to charge interest at the highest legal rate on delinquent amounts. Customer agrees to pay all costs, expenses and fees of Johnson Controls' enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3. In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement and discontinue any Service(s) if (a) Johnson Controls' CMC is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in an undue number of false alarms or System malfunction; (d) in Johnson Controls' sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Johnson Controls is unable to obtain or continue to support technologies, TeleCom Services, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Johnson Controls will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Johnson Controls, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Johnson Controls' employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Johnson Controls.

H. Waivers. 1. Waiver of Jury Trial. CUSTOMER AND JOHNSON CONTROLS BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2. Mutual SAFETY Act Waiver. Certain of Johnson Controls' systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Johnson Controls and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1. Entirety. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. 3. FARs. Johnson Controls supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, Johnson Controls will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5. Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception,

Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7. Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls' supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Johnson Controls will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Johnson Controls represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic License (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. JOHNSON CONTROL ASSUMES NO LIABILITY FOR DELAYS IN INSTALLATION OF THE SYSTEM OR ANY EQUIPMENT OR FOR THE CONSEQUENCES THEREFROM, HOWEVER CAUSED, OR FOR INTERRUPTIONS OF SERVICE OR FOR THE CONSEQUENCES THEREFROM DUE TO STRIKES, RIOTS, FLOODS, TERRORISM, ACTS OF GOD, ACTS OF WAR, OR ANY CAUSES BEYOND THE CONTROL OF JOHNSON CONTROLS. JOHNSON CONTROLS WILL NOT BE REQUIRED TO SUPPLY SERVICE TO CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE CONTINUES. IN NO EVENT WILL JOHNSON CONTROLS BE LIABLE FOR LOSS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Johnson Controls first being obtained. Johnson Controls shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. Johnson Controls License Information: AL 1498, 1499, 1500, 1501, 1502, A-0244, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9386 Fax: 334-264-9332 AK 125518; 1058473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 AR 0000199, 0030740118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281488, 18267-D CA 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 CT 0106089-L5 DC ECS1327 FL EF20000890, EF20000341, EF0000478 GA LVA002833, LVA205386, LVU004635 HI CT-32427 ID PWC-C-12256-A-4, RCE-33602, EC012834 IL 127001526, 128000246, 128000243 LA 24889, F523, F489 MA 401-C, MI 3601206812, A-0352, A-0170, 3602206914, A-0638, 3602206913, A-1058, A-1199 Whitcomb Avenue Madison Heights, MI 48071; MN TS651063 MS 15024088, 19530-SC NC 846-CSA, 28510-SP-FA/LV, 19385-SP-FA/LV, 27353-SP-FA/LV, 19718-SP-FA/LV, 24191-SP-FA/LV, 22850-SP-FA/LV 101 Industrial Drive, Ste 104 Raleigh, NC 27069, (919) 788-5320 NJ 34BF00050200, P00451, 607013 NM 375283 NV 0077542, F470, F469, NY 12000327404, Licensed by NYS Dept. of State OH E16782, 50-18-1052, 50-25-1050, 50-48-1032, 50-57-1119, 53-31-1582 OK AC-67 OR CLE-322, 197010, AC-67 PA Pennsylvania Home Improvement Contractor Registration Number; PAD10083 RI 18004, AF-09170 TN ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC1710, ACC1711 TX B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 - Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752, ACR-1480 UT 8390557-6501 VA 11-7587, 11-7575, 11-7591, 11-7573, 11-7589, 11-7578, 2705147765 WA JOHNCS837N4, 19625 62nd Ave South, Ste C112 Kent, WA 98032 WV 050291. The foregoing list shows only those license numbers Johnson Controls Security Solutions LLC ("Johnson Controls") is required by law to include on marketing materials. A comprehensive list of licenses held by Johnson Controls is available on www.johnsoncontrols.com. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act. ©2018 Johnson Controls. All rights reserved.



COMMERCIAL SALES AGREEMENT

TOWN NO.
0021-SOUTHERN NJ

CUSTOMER NO.
102126413

JOB NO.

PO NO.

ESTIMATE NO.
1-4NEXBXK

ADDITIONAL TERMS AND CONDITIONS

DATE: 4/29/2019

Johnson Controls Security Solutions LLC ("Johnson Controls")

Paul Faiella
7852 Browning Rd,
Pennsauken, NJ 08109-4642
Tele. No. (727) 481-2201

Gloucester County 911 Bldg
d/b/a: Gloucester County
("Customer")
Customer Billing Information
2 South Broad Street,
Woodbury, NJ 08096
Attn:
Tele. No.

Customer Premises Served
1200 N Delsea Dr Gov Serv Bldg,
Clayton, NJ 08312
Attn:
Tele. No. (856) 251-6750

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree as follows:

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

Presented by: _____
(Signature of Johnson Controls Sales Representative)

Sales Agent: Paul Faiella
Sales Representative Registration Number (if applicable): _____

CUSTOMER: County of Gloucester

Accepted By: _____
(Signature of Customer's Authorized Representative)

Robert M. Damming,
Freeholder Director
Title: _____

Date Signed: _____

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS**
THIS NUMBER MUST APPEAR ON ALL INVOICES
NO. 19-03528

SHIP TO
GLouc. CO I.T DEPARTMENT
2 SOUTH BROAD STREET
WOODBURY, NJ 08096
ATTN: AMY GREGG

ORDER DATE: 04/30/19
REQUISITION NO: R9-18297
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

VENDOR
VENDOR #: JOHNSONC
JOHNSON CONTROLS
ATTN: MR. PAUL FAIELLA
7852 BROWNING ROAD
PENNSAUKEN, NJ 08109-4642

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	QUOTE# 1-4NEXBXX ADDITIONAL DOOR CLAYTON 1200 N DELSEA (GOV'T SERV BLDG)	C-04-19-017-140-17203 Network Upgrades - IT	3,492.8200	3,492.82
1.00	QUOTE# 1-4NBYEPZ ADDITIONAL 8 DOORS @ HEALTH 204 EAST HOLLY AVE	C-04-18-017-330-17239 Pod Swipes (Health)	30,783.0000	30,783.00
1.00	PROPRIETARY CONTRACT (REMAINDER OF FUNDS FOR LIN#2)	C-04-19-017-140-17203 Network Upgrades - IT	3,268.8900	3,268.89
			TOTAL	37,544.71

CLAIMANT'S CERTIFICATE & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
<p>I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.</p> <p>X</p>	<p>I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.</p>	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</p>
<p>VENDOR SIGN HERE _____ DATE _____</p>		<p><i>Michael A. Burk</i> TREASURER / CFO</p>
<p>TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____</p>		<p><i>Kimberly Cant</i> QUALIFIED PURCHASING AGENT</p>
<p>MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS</p>	<p>DEPARTMENT HEAD _____ DATE _____</p>	

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

B-1

**RESOLUTION AUTHORIZING A CONTRACT AND END USER LICENSE
AGREEMENT WITH GRAYSHIFT, LLC FROM MAY 15, 2019
TO MAY 14, 2020 FOR \$18,075.00**

WHEREAS, N.J.S.A. 40A:11-5(dd) permits the performance of services for the support and maintenance of proprietary computer hardware and software without public advertising for bids; and

WHEREAS, the County of Gloucester can obtain necessary computer hardware and software for the proprietary GrayKey Unit, which provides forensic access technology to be used by the County Prosecutor's office from Grayshift, LLC of 931 Monroe Drive, NE, Suite A102-340, Atlanta, GA 30308, from May 15, 2019 to May 14, 2020 for \$18,075.00; and

WHEREAS, in accordance with N.J.S.A. 19:44A-20.4 et seq. this contractor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and\

WHEREAS, the County Treasurer has certified the availability of funds in the amount of \$18,075.00 pursuant to CAF #19-03540, which amount shall be charged against budget line item nos. 9-01-44-090-001-20204 and G-02-19-258-000-20631.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board is hereby authorized to execute and the Clerk of the Board is authorized to attest to, the Contract and End User License Agreement with Grayshift, LLC for the purposes referenced hereinabove, from May 15, 2019 to May 14, 2020 for \$18,075.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 15, 2019, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
GRAYSHIFT, LLC**

THIS CONTRACT is made effective the 15th day of **May, 2019**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **GRAYSHIFT, LLC** with offices at 931 Monroe Drive, NE, Suite A102-340, Atlanta, GA 30308, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, the County of Gloucester has a need for computer hardware and software for the proprietary GrayKey Unit, provided by Grayshift, LLC, which provides forensic access technology for law enforcement, to be used by the County Prosecutor's office, and N.J.S.A. 40A:11-5(dd) permits the performance of services for the support and maintenance of proprietary computer hardware and software without public advertising for bids; and

WHEREAS, in accordance with N.J.S.A. 19:44A-20.4 et seq. this contractor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

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

TERMS OF AGREEMENT

1. **TERM**. The contract shall be for the period of one (1) year from May 15, 2019 to May 14, 2020.
2. **COMPENSATION**. Contractor shall be compensated the total amount of \$18,075.00 (\$18,000.00 for the GrayKey annual license-online fixed, \$500.00 for the GrayKey Unit and \$75.00 s&h) for the contract period of one (1) year.

Contractor shall be paid in accordance with this Contract document within 30 days upon date of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

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

3. **DUTIES.** The specific duties of the Contractor shall be as set forth in this Contract, and the End User License Agreement and as set forth in Quote #20190307134318-1063027114007 submitted by the Contractor, all of which are attached hereto, incorporated and made a part of this Contract.

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

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

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

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

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

e. The Contractor agrees to make good faith efforts to meet targeted County employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect,

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

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

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

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

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

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

D. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor.

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

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

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all personal injury, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property of third parties sustained in connection with this contract which results from any negligent acts or omissions of any of its officers, directors, employees, agents, servants or independent contractors. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services described in this Contract. This Contract was awarded through a non-competitive process in compliance with N.J.S.A. 19:44A-20.4 et seq. and N.J.S.A. 19:44A-20.26, with Contractor having certified that it has not previously made and will not make a disqualifying contribution during the term of the Contract. Further, the signer of this Contract does hereby certify that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the Contractor, will not make a reportable contribution during the term of the Contract to any political party committee in Gloucester County, if a member of that political party is serving in an elective public office of Gloucester County when the Contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the Contract is awarded.

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

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

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that either party is prevented from performing this Contract by circumstances beyond its control, then any

obligations owing such party to the other party shall be suspended without liability for the period during which the party is so prevented.

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

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

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

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

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

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

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

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

20. **CONTRACT PARTS.** This Contract consists of this document, the End User License Agreement, and Contractor's Quote ##20190307134318-1063027114007. Should there occur a conflict between this Contract and the documents identified above, then this Contract shall prevail.

THIS CONTRACT is effective as of the **15th** day of **May, 2019**.

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

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS,
CLERK OF THE BOARD

ROBERT M. DAMMINGER,
DIRECTOR

ATTEST:

GRAYSHIFT, LLC

By:
Title:



Date of Quote: March 7, 2019
Expiration of Quote: April 6, 2019

DUNS number: 081045174
CAGE Code: 7R0W9

To:
Nicholas Schock
Gloucester County Prosecutor's Office
70 Hunter St
Woodbury, New Jersey 08096
United States
nschock@co.gloucester.nj.us

From:
Grayshift, LLC
931 Monroe Dr NE, Suite A102-340
Atlanta, GA 30308
https://graykey.grayshift.com
Phone: (833) 472-9539 Ext #1
Fax: (404) 420-2797
sales@grayshift.com

GrayKey Quote

Item	List Price	Quantity	Extended Price
GrayKey Unit	\$500.00 USD	1	\$500.00 USD
GrayKey Annual License - Online Fixed	\$18,000.00 USD	1	\$18,000.00 USD
SUB-TOTAL			\$18,500.00 USD
First Year License Discount			-\$500.00 USD
Domestic Shipping and Handling			\$75.00 USD
TOTAL			\$18,075.00 USD

NOTE: The final invoice may include tax if applicable.

Quote Terms

- License Term = 12 months
- Number of unlocks during license term = unlimited
- Continuing software updates delivered during the license term
- Delivery of the GrayKey solution requires the end-user's prior acceptance of Grayshift's End User License Terms Agreement ("EULA"). Your acceptance of this quotation will indicate your acceptance of the terms of Grayshift's EULA, without exception or reservation.

[Click here for the EULA](#)

Payment Terms

Purchase Order method:

- Net30 (Payment due 30 days from receipt of invoice)
- Payments received after 30 days will be assessed a 2% late fee and result in a suspended license.
- An additional 2% will be assessed for non-payment each month thereafter.

Immediate method:

- Grayshift accepts major credit cards including Visa, MasterCard, and American Express.

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS	
THIS NUMBER MUST APPEAR ON ALL INVOICES	
NO.	19-03540

Pg 1

SHIP TO	GLOUC. CO PROSECUTORS OFFICE PO BOX 623, 70 HUNTER ST. WOODBURY, NJ 08096 (3RD FLOOR) 856-384-5500/JUSTICE COMPLEX
----------------	-----------------------------------------------------------------------------------------------------------------------------

VENDOR	VENDOR #. GRAY5026 GRAYSHIFT, LLC 931 MONROE DRIVE, NE SUITE A102-340 ATLANTA, GA 30308
---------------	-----------------------------------------------------------------------------------------------------

ORDER DATE: 04/30/19
REQUISITION NO: R9-17418
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	GrayKey Unit	9-01-44-903-001-20204 Other Equipment	0.0000	0.00
1.00	(First Year License Discount cancels out cost) GrayKey Annual License -	9-01-44-903-001-20204 Other Equipment	18,000.0000	18,000.00
	87.37 %	9-01-44-903-001-20204 Other Equipment		
	12.63 %	G-02-19-258-000-20631 Police Equipment		
1.00	Online Fixed Shipping and Handling	9-01-44-903-001-20204 Other Equipment	75.0000	75.00
			TOTAL	18,075.00

CLAIMANT'S CERTIFICATE & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.	I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW
X		 TREASURER / CFO
VENDOR SIGN HERE	DATE	
TAX ID NO. OR SOCIAL SECURITY NO.	DATE	QUALIFIED PURCHASING AGENT
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS		
	DEPARTMENT HEAD	DATE

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

B-2

RESOLUTION AUTHORIZING THE PURCHASE OF CLOUD HOSTING AND MAINTENANCE SERVICES FROM SOFTWARE HOUSE INTERNATIONAL CORP. THROUGH STATE CONTRACT FROM JANUARY 1, 2019 TO DECEMBER 31, 2019 FOR A TOTAL AMOUNT OF \$110,801.41

WHEREAS, the County of Gloucester has a need to purchase cloud hosting and related annual server maintenance, and software maintenance regarding specific computer applications used by the County Prosecutor's Office; and

WHEREAS, it has been determined that the County can purchase said cloud hosting and related server maintenance and software maintenance from Software House International Corp. of 151 Heller Place, Bellmawr, NJ 08031, for a total amount of \$110,801.41 through State Contract #A89851, without the need for public bidding as per N.J.S.A. 40A:11-12; and

WHEREAS, the Treasurer for the County has certified the availability of funds in the amount of \$51,051.41 pursuant to CAF #19-03734, and funds in the amount of \$59,750.00 pursuant to CAF #19-03735, to be charged against budget line item 9-01-25-275-001-20370.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the purchase of cloud hosting and related annual server maintenance and software maintenance is hereby authorized from Software House International Corp. through State Contract #A89851, effective January 1, 2019 to December 31, 2019 for a total amount of \$110,801.41.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 15, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**Laurie J. Burns,
Clerk of the Board**



Pricing Proposal
Quotation #: 16392448
Created On: 12/12/2018
Valid Until: 2/28/2019

GLOUCESTER COUNTY

Patti Reid
P.O. BOX 337
WOODBURY, NJ 08096
United States
Phone: 8568533412
Fax:
Email: preid@co.gloucester.nj.us

Inside Account Manager

Travis Oberweis
290 Davidson Avenue
Somerset, NJ 08873
Phone: 888-744-4084
Fax:
Email: Travis_Oberweis@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 SOFTWARE MAINTENANCE - INFOSHARE MAINTENANCE SERVICES Computer Square, Inc. - Part#: Contract Name: Software Reseller Contract #: ITS58 Subcontract #: 89851 Coverage Term: 1/1/2019 - 12/31/2019	1	\$50,000.00	\$50,000.00
2 DISCOVERY COMPONENT Computer Square, Inc. - Part#: Contract Name: Software Reseller Contract #: ITS58 Subcontract #: 89851 Coverage Term: 1/1/2019 - 12/31/2019	1	\$4,500.00	\$4,500.00
3 INTERNAL AFFAIRS MODULE Computer Square, Inc. - Part#: Contract Name: Software Reseller Contract #: ITS58 Subcontract #: 89851 Coverage Term: 1/1/2019 - 12/31/2019	1	\$5,250.00	\$5,250.00
		Total	\$59,750.00

The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS**
THIS NUMBER MUST APPEAR ON ALL INVOICES
NO. 19-03735

Pg

SHIP TO
GLOUC. CO PROSECUTORS OFFICE
PO BOX 623, 70 HUNTER ST.
WOODBURY, NJ 08096 (3RD FLOOR)
856-384-5500/JUSTICE COMPLEX

ORDER DATE: 05/06/19
REQUISITION NO: R9-18263
DELIVERY DATE:
STATE CONTRACT: A89851
ACCOUNT NUM:

VENDOR
VENDOR #: SOFTW003
SOFTWARE HOUSE INTERNATIONAL
290 DAVIDSON AVENUE
SOMERSET, NJ 08873

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	SOFTWARE MAINTENANCE - INFOSHARE MAINTENANCE SERVICES Computer Square, Inc. - Part#: Contract Name: Software Reseller Contract #: ITS58 Subcontract #: 89851 Coverage Term: 1/1/19-12/31/19	9-01-25-275-001-20370 Equipment Svc Maintenance Agreements	50,000.0000	50,000.00
1.00	DISCOVERY COMPONENT Computer Square, Inc. - Part#: Contract Name: Software Reseller Contract #: ITS58 Subcontract #: 89851 Coverage Term: 1/1/19-12/31/19	9-01-25-275-001-20370 Equipment Svc Maintenance Agreements	4,500.0000	4,500.00
1.00	INTERNAL AFFAIRS MODULE Computer Square, Inc. - Part#: Contract Name: Software Reseller Contract #: ITS58 Subcontract #: 89851 Coverage Term: 1/1/19-12/31/19	9-01-25-275-001-20370 Equipment Svc Maintenance Agreements	5,250.0000	5,250.00
			TOTAL	59,750.00

CLAIMANT'S CERTIFICATE & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one. X VENDOR SIGN HERE _____ DATE _____ TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____ MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS	I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures. _____ DEPARTMENT HEAD _____ DATE _____	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW  _____ TREASURER / CFO _____ QUALIFIED PURCHASING AGENT

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

**RESOLUTION AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS
RELATED TO THE RELEASE OF THE DISTRIBUTION AMOUNT AND
ACCEPTANCE OF FUNDS TO THE GLOUCESTER COUNTY ANIMAL SHELTER
FROM THE ESTATE OF ELEANOR PRICE**

WHEREAS, the Gloucester County Animal Shelter was named as a beneficiary under the Last Will and Testament of Eleanor Price; and

WHEREAS, the Gloucester County Animal Shelter shall receive from the Estate of Eleanor Price the approximate sum of One Hundred Seventy Thousand Dollars (\$170,000.00); and

WHEREAS, the Gloucester County Animal Shelter is a 20% beneficiary to the IRA account(s) of Eleanor Price; and

WHEREAS, the County needs to establish a beneficiary IRA distribution account to release the monies from the account through the Estate of Eleanor Price.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of any and all forms related to the release of the distribution amount and acceptance of funds to the Gloucester County Animal Shelter from the Estate of Eleanor Price.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 15, 2019, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD



Certification and Agreement of Government/ Government-Related Entity

Entity Name _____

This certification and agreement (Agreement) of the entity identified above (Client), based on the authorized action of its governing body, amends and supplements the provisions contained in the Client Relationship Agreement and any Investment Advisory Agreement or Consulting Services Agreement executed between Client and UBS Financial Services Inc. or UBS Financial Services Inc. of Puerto Rico as applicable (UBS) (all documents including the Agreement collectively referred to as the "UBS Agreements"). Defined terms used in this Agreement have the same meaning as in the other UBS Agreements unless otherwise defined in this Agreement.

Please review this Agreement, include the appropriate signature(s) where indicated on page 2 and return it to your Financial Advisor.

In connection with UBS's agreement to provide services to the Client according to the UBS Agreements, and after review of all federal, state and local laws and regulations applicable to the Client and its investments, and consultation with its counsel, the Client hereby represents to UBS and agrees to the following with respect to all of its UBS accounts and relationships:

Custody (Applicable only if UBS holds or will hold Client assets)

UBS is eligible to accept, deposit and custody the Client's securities and related assets, and there are no further steps that UBS must take to assure this eligibility.

Investment policy and compliance with applicable laws

The Client represents that, in the event it has provided a written investment policy statement (Investment Policy) to UBS, it reflects investments that are permissible according to applicable federal, state and local laws and regulations, and it has been approved by the Client's governing body. The Client also represents, warrants and agrees that, unless otherwise agreed to in a written agreement under UBS Institutional Consulting or UBS DC Advisory (Consulting Services Agreement) or other document signed by UBS:

- The Client is the sole party responsible for directing its investments;
- The Client is the sole party responsible for monitoring Client's account(s) with UBS to conform with the Client's Investment Policy;
- The Client is the sole party responsible for ensuring that Client's account(s) with UBS and any authorized trade for the Client's account(s) with UBS complies with the Client's Investment Policy;
- UBS shall have no obligation to monitor the Client's account(s) with UBS or to monitor any trade or trades for the Client's account with UBS, for conformance with the Client's Investment Policy or to inform the Client if UBS believes a trade or position in the Client's account does not, or may not, conform with the Client's Investment Policy; and
- The Client has reasonable procedures and controls in place to prevent the Client from directing investments outside the scope of the Client's Investment Policy or applicable law, and to monitor the Client's account with UBS for ongoing conformance with the Client's Investment Policy.

The Client acknowledges that, by accepting an Investment Policy from the Client (if applicable), UBS does not take on any additional duties or obligations over and above those set forth in the UBS Agreements.

UBS relationship and the Municipal Advisor Rule

The Client understands and agrees that UBS will not act as an investment advisor or a fiduciary either to the Client or for the Client's account(s) with UBS, except and to the extent agreed in a UBS investment advisory contract.

The Client also understands and agrees that UBS will not act as a municipal advisor as defined under Section 15B of the Securities Exchange Act of 1934, Rule 15Ba1 et seq. (the "Municipal Advisor Rule") to the Client and will not provide advice on investment strategies, including investing municipal bond proceeds, or advice with respect to municipal financial products, including municipal derivatives and guaranteed investment contracts. To ensure the firm does not inadvertently become a municipal advisor to you, please make one of the two representations by checking the relevant box.



I certify:

- (a) I am an official representative of the Client listed below, and am authorized to sign this certification;
- (b) I have access to the appropriate information or have direct knowledge of the source of the funds in the account(s) or arrangement that the Client has with UBS that enable me to make these representations and for the purposes of the Municipal Advisor Rule relating to the registration of municipal advisors;

- No bond proceeds or escrow investments*
None of the funds currently invested in or through the account(s) or arrangement that Client has with UBS, or that the Client seeks to invest in these accounts, constitute (i) proceeds of municipal securities or (ii) municipal escrow investments. I further certify that the Client will not invest any funds in or through the Firm that constitute proceeds of municipal securities or municipal escrow investments without first notifying the Firm in writing;
- Have bond proceeds or escrow investments and represented by Municipal Advisor*
Some or all of the funds currently invested in or through the account(s) or arrangement that Client has with the Firm, or that the Client seeks to invest in these accounts, constitute (i) proceeds of municipal securities or (ii) municipal escrow investments, and we are represented or will be represented by an independent registered Municipal Advisor;
- Have bond proceeds or escrow investments and NOT represented by Municipal Advisor*
Some or all of the funds currently invested in or through the account(s) or arrangement that Client has with the Firm, or that the Client seeks to invest in these accounts, constitute (i) proceeds of municipal securities or (ii) municipal escrow investments, and we are NOT represented and will NOT be represented by an independent registered Municipal Advisor;

This Agreement shall continue to be effective until written notice of amendment or revocation is received by UBS.

This Agreement shall continue to benefit the Client's successors and assigns, by merger, consolidation or otherwise.

Liability

The Client understands that UBS, its affiliates, and their respective directors, officer, agents and employees will rely on the accuracy of the representations made in this Certification and Agreement and will not be responsible to the Client for any losses or other damages that may arise out of any false or inaccurate representations.

Authorized persons

The individuals signing below represent and certify that the Client's governing body has:

- Approved this Agreement;
- Authorized the individuals signing below to execute and deliver this Agreement for and on behalf of the Client; and
- Authorized and directed each individual signing below to act on the Client's behalf in connection with opening the Client's account(s) with UBS, obtaining services from UBS, and in directing investments for the Client's account(s) with UBS.

Conflicts

In the event of any conflict between the terms of this Agreement and the terms of a Consulting Services Agreement, the terms of the Consulting Agreement will control. In the event of any conflict between the terms of this Agreement and any other UBS agreement, this Agreement will control.

Sign Here	<i>Signature</i>	<i>Print Name and Title</i>
Sign Here	<i>Signature</i>	<i>Print Name and Title</i>
Sign Here	<i>Signature</i>	<i>Print Name and Title</i>
Sign Here	<i>Signature</i>	<i>Print Name and Title</i>

B-4

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT
WITH PEOPLE FOR ANIMALS, INC., FOR ADDITIONAL SERVICES IN AN
AMOUNT NOT TO EXCEED \$7,000.00 RESULTING IN A REVISED
CONTRACT AMOUNT NOT TO EXCEED \$42,000.00
FOR YEAR FOUR OF CONTRACT**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on August 19, 2015 authorizing the execution of a contract between the County and People for Animals, Inc. with offices at 401 Hillside Avenue, Hillside, New Jersey 07205, in an amount not to exceed \$35,000.00 per year, from August 19, 2015 to August 18, 2020, as per specifications PD-15-009; and

WHEREAS, an amendment to this Contract was authorized by resolution on June 15, 2016 to establish spay/neuter fees per dog and cat to include all age appropriate vaccinations and diagnostic testing; and

WHEREAS, an amendment to this Contract was authorized by resolution on October 5, 2016 to authorize an increase of \$7,000.00 to the contract amount for additional services to include rounds made by the veterinarian and the spay/neuter services for the first year of the contract, from August 19, 2015 to August 18, 2016; and

WHEREAS, an amendment to this Contract was authorized by resolution on December 27, 2017 to authorize an increase of \$7,000.00 to the contract amount for additional services to include rounds made by the veterinarian and the spay/neuter services for the second year of the contract, from August 19, 2016 to August 18, 2017; and

WHEREAS, an amendment to this Contract is necessary to authorize an increase of \$7,000.00 to the contract amount for additional services to include rounds made by the veterinarian and the spay/neuter services for the fourth year of the contract, from August 19, 2018 to August 18, 2019; and

WHEREAS, all other terms and provisions of the previously executed Contract shall remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of amendment to increase the contract with People for Animals, Inc. by \$7,000.00, resulting in a contract amount not to exceed \$42,000.00, from August 19, 2018 to August 18, 2019.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 15, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

Laurie J. Burns, Clerk of the Board

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

THIS is an amendment to a contract entered into on the 19th day of August, 2015, by and between **People for Animals, Inc.** with offices at 401 Hillside Avenue, Hillside, New Jersey 07205, hereinafter referred to as **“Vendor”**, and the **County of Gloucester**, hereinafter referred to as **“County”**.

In further consideration for the mutual promises made by and between Vendor and County in the above-described contract, Vendor and County hereby agree to amend the contract as follows:

The Contract is amended due to additional services to include rounds made by the veterinarian and the spay/neuter services.

Therefore, the Contract is amended to increase the contract amount by \$7,000.00, resulting in an amount not to exceed \$42,000.00, from August 19, 2018 to August 18, 2019.

All other terms and provisions of the contract and conditions set forth therein shall remain in full force and effect.

THIS AMENDMENT is effective as of the _____ day of _____, 2019.

ATTEST:

COUNTY OF GLOUCESTER

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

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

PEOPLE FOR ANIMALS, INC.

**By:
Title:**

RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE NEW JERSEY DIVISION OF CRIMINAL JUSTICE FOR THE VICTIMS OF CRIME ACT GRANT VOCA 08-17 FOR \$425,169.00, WITH AN IN-KIND MATCH OF \$122,937.00 FOR A TOTAL AMOUNT OF \$548,106.00 FOR GRANT PERIOD JULY 1, 2019 TO JUNE 30, 2020

WHEREAS, there exists a need in the County of Gloucester for services by the County Prosecutor’s Office as part of the Victims of Crime Act Program, and the County Prosecutor recommends submission of a grant application to the New Jersey Office of Victim-Witness Advocacy for grant funds from the Victims of Crime Act Grant V-08-17, to partially pay for salaries of employees of the Victim/Witness Unit, which provides services mandated by the NJ Crime Victim’s Bill of Rights under N.J.S.A. 52:4B-36 for victims of violent crime in Gloucester County; and

WHEREAS, the County Prosecutor’s Office reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Gloucester County Board of Chosen Freeholders that all data contained in the application and in its attachments is true and correct, and that it has submitted the grant application to the County Treasurer’s Office for review and the Treasurer has approved said application; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester understands and agrees that any grant funds received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the granting authority for the administration of grant projects; and

WHEREAS, the Gloucester County Board of Chosen Freeholders acknowledges that the grant funds to be requested for the Victims of Crime Act Grant VOCA 08-17 is \$425,169.00, with an in-kind match of \$122,937.00, for a total amount of \$548,106.00 for grant period July 1, 2019 to June 30, 2020.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to the grant application referenced hereinabove, the resulting grant agreement, and any other documents necessary and proper to carry out the objectives of this Resolution; and

BE IT FURTHER RESOLVED that the Board of Chosen Freeholders hereby confirms that the funds will be used pursuant to the terms of the grant, and that it will comply with all applicable regulations of the granting authority and will provide any necessary additional assurances as may be required, and that the County Prosecutor’s Office shall be responsible for grant implementation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday May 15, 2019 at Woodbury, New Jersey.

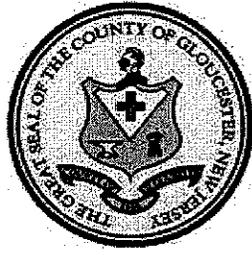


COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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



County of Gloucester

***RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE NEW JERSEY
DIVISION OF CRIMINAL JUSTICE FOR THE VICTIMS OF CRIME ACT
GRANT VOCA 08-17 FOR \$425,169.00, WITH AN IN-KIND MATCH OF
\$122,937.00 FOR A TOTAL AMOUNT OF \$548,106.00 FOR GRANT
PERIOD JULY 1, 2019 TO JUNE 30, 2020***

CERTIFICATION

I, **LAURIE J. BURNS**, Clerk of the Board of Chosen Freeholders of the County of Gloucester do hereby certify that: (1) this is a true copy of the above-titled Resolution finally adopted at a meeting of the Board of Chosen Freeholders held on the 15th day of **May, 2019** and duly recorded in my office; (2) that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and (3) that I am duly authorized to execute this certificate.

DATED this ____ day of _____, 2019.

**LAURIE J. BURNS,
CLERK OF THE BOARD
County of Gloucester**

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ 347,227

TOTAL OTHER EXPENSES (b): \$ 8,722

TOTAL FRINGE (c): \$ 192,157

TOTAL PROGRAM COST (d): \$ 548,106

TOTAL GRANT FUNDING (e): \$ 425,169

TOTAL COUNTY FUNDING (f): \$ 122,937

DEPT. HEAD:



Signature

DATE:

5/3/18

***PLEASE FORWARD ONE HARD COPY AND ONE ELECTRONIC COPY OF THE FOLLOWING ITEMS TO YOUR ACCOUNTANT AT THE TREASURER'S OFFICE:

- GRANT REQUEST FORM
- GRANT REVIEW SHEET
- C-2 FORM
- GRANT APPLICATION
- RESOLUTION AND BLURB

***IF SIGNATURES ARE REQUIRED PLEASE HAVE THE NAME TYPED OUT AND FLAGGED.

***IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES.

STATE OF NEW JERSEY DEPARTMENT OF
LAW AND PUBLIC SAFETY OFFICE OF THE
ATTORNEY GENERAL

FFY 2017
Victims of Crime Act (VOCA) Grant Program

APPLICATION CHECK LIST

Instructions:

The Application Check List is a guide to submit a completed application.

- Return one (1) application with original signatures and one (1) copy.
- Submit the below documents with the application.
- Do not staple the application.

Application Content and Forms to be Completed and Returned:

- ✓ Application Overview – Form Included
- Project Proposal
 - ✓ *Agency Background, Mission, Experience and Capability* – Provided by Applicant
 - Problem Statement/Needs Assessment* – Provided by Applicant
 - ✓ *Project Description, including Goals, Objectives, and Work Plan (Action Strategy)* – Provided by Applicant
 - ✓ *Partnership, Collaboration or Coordination of Services* – Provided by Applicant
 - Letters of Support (At least three (3) project specific letters)
 - ✓ *Project Management and Staff* – Provided by Applicant
 - ✓ Job Descriptions (for any position to be funded under this budget)
 - ✓ Current Resumes (staff currently employed and funded under this budget) –
 - ✓ *Data Collection/Performance Measures/Evaluation* – Provided by Applicant
- ✓ Project Work Plan – Form Included
- ✓ Budget Detail Worksheet – Form Included
- ✓ Sources of Funds – Form Included
- Match Waiver Request Justification Letter – Provided by Applicant, if applicable
- ✓ Application Authorization – Form Included
- ✓ Federal Single Audit Requirements Certification – Form Included
- ✓ Proof of Compliance Federal Single Audit Requirements – Provided by Applicant
- ✓ Indirect Cost Rate Fact Sheet - Form Included (for informational purposes only)
- ✓ Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements – Form Included
- ✓ Department of Law & Public Safety Debarment and Suspension Certification – Form Included
- ✓ Proof of SAM Registration – Provided by Applicant

Additional forms provided by nonprofit applicants:

- Proof of Nonprofit status
- New Jersey Charitable Registration
- Applicable Licenses, Certifications and Permits

APPLICATION OVERVIEW

AGENCY-SPECIFIC INFORMATION

Official Name of Agency: County of Gloucester

Executive/Agency Director: Charles A. Fiore, County Prosecutor

Type of Agency: State County Municipality Nonprofit

Address: PO Box 623

City/State: Woodbury Zip Code +4: 08096-4606 County: Gloucester

County/Countries Served by your Agency: Gloucester

DUNS Number: 95-736-2247 Federal ID Number: 21-6000660 Fiscal Year Start Date: 12/1

Website: Gloucestercounty.nj.gov/depts./p/prosoffice/default.asp

Telephone Number: 856-384-5500

For Nonprofits only:

Charitable Registration Number (If nonprofit & not exempt): _____

New Jersey Business Registration Certificate: _____

Have there been any findings filed against the agency in regard to its charitable status?

Yes No If yes, please explain on a separate sheet

Lead Agency Status

Has your Agency been designated by the Department of Children and Families, Division on Women, as the Lead Sexual Assault Agency in your County? Yes x No

Has your Agency been designated by the Department of Children and Families, Division on Women, as the Lead Domestic Violence Agency in your County? Yes x No

PROJECT-SPECIFIC INFORMATION

Project Title: County Office of Victim Witness Advocacy

Type of Project: New Continuing Expansion

Amount Requested: \$ 425,169 Federal \$ 122,937 Match \$ 548,106 Total

This Project Provides:

Direct Services Legal Services Training Outreach Services
 Other (Please Describe) _____

Geographic Area(s) to be Served: Indicate the service area of this project by county or municipality name(s). Write statewide if all counties in New Jersey will be served by this project.

Gloucester County

Crime Victim(s) to be Served: Homicide Survivors Stalking DUI/DWI
 Sexual Assault Dating Violence Child Abuse/Neglect
 Human Trafficking Domestic Violence Elder Abuse

Population(s) to be Served: Indicate whether this project is serving a special or underserved population of victims. (e.g. Latino/a, African American, Asian-American, Disabled, Elderly, LGBTQ, Immigrant, etc.).

Yes, indicate population: _____

No

One Paragraph Description of your Project:

This grant enables the Office of Victim Witness Advocacy to provide direct services to victims in Gloucester County in accordance with the NJ Attorney General's "Standards to Ensure the Rights of Crime Victims". These services encompass the full spectrum of rights enumerated in the NJ Crime Victims' Bill of Rights.

Core Services

Indicate if your agency provides the following services/programs to crime victims:

- | | |
|----------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Emergency/crisis response | <input type="checkbox"/> Long term counseling |
| <input checked="" type="checkbox"/> Criminal Justice advocacy | <input checked="" type="checkbox"/> Short term counseling |
| <input type="checkbox"/> Legal advocacy | <input type="checkbox"/> Support groups |
| <input type="checkbox"/> Courtroom advocacy | <input checked="" type="checkbox"/> Victim outreach |
| <input type="checkbox"/> Housing advocacy | <input checked="" type="checkbox"/> Community Education |
| <input type="checkbox"/> Financial advocacy | <input type="checkbox"/> Hotline |
| <input type="checkbox"/> Legal services | <input checked="" type="checkbox"/> Emergency financial assistance |
| <input checked="" type="checkbox"/> In-person information/referral | <input checked="" type="checkbox"/> Telephone information/referral |
| <input type="checkbox"/> Economic development/networking services | |
| <input checked="" type="checkbox"/> Services for the children of victims (e.g., babysitting, recreation, etc.) | |
| <input type="checkbox"/> Shelter – If checked, indicate the number of beds available: _____ | |
| <input type="checkbox"/> Transitional Housing – If checked, indicate the number of family housing units: _____ | |

Indicate if your agency has programs for the following types of crime victims:

- | | | |
|---------------------------------------------------------|--------------------------------------------------------|-------------------------------------------------------|
| <input checked="" type="checkbox"/> DUI/DWI | <input checked="" type="checkbox"/> Homicide Survivors | <input checked="" type="checkbox"/> Stalking |
| <input checked="" type="checkbox"/> Child Abuse/Neglect | <input checked="" type="checkbox"/> Sexual Assault | <input checked="" type="checkbox"/> Dating Violence |
| <input checked="" type="checkbox"/> Elder Abuse | <input checked="" type="checkbox"/> Human Trafficking | <input checked="" type="checkbox"/> Domestic Violence |

AGENCY-CONTACT INFORMATION

Core Staff

Project Director, Name/Title:

Charles A. Fiore, County Prosecutor

Street Address, City, State, Zip Code +4 (if different from above)

70 Hunter St., PO BOX 623, Woodbury NJ 08096

Telephone:

856.384.5534

Ext.

Email:

cfiore@co.gloucester.nj.us

Fax:

856.384.8624

Main Point of Contact, Name/Title:

Kris Gallagher, Victim-Witness Coordinator

Street Address, City, State, Zip Code +4 (if different from above)

Telephone:

856.384.5557

Ext.

Email:

kgallagher@co.gloucester.nj.us

Fax:

856.384.8624

Fiscal Contact, Name/Title: Amanda Liberto, Principal Accountant

Street Address, City, State, Zip Code +4 (if different from above)

Telephone:

856.853.3356

Ext.

Email:

aliberto@co.gloucester.nj.us

Fax:

856.384.8624

B-6

RESOLUTION AUTHORIZING GRANT APPLICATIONS TO THE BUREAU OF JUSTICE FOR THE FY2019 BULLETPROOF VEST PARTNERSHIP PROGRAM, SAFETY INITIATIVE GRANT FOR THE PERIOD FROM MAY 16, 2019 TO MARCH 19, 2020 FOR A TOTAL AMOUNT OF \$26,570.00

WHEREAS, the County, through the Sheriff's Office and Department of Corrections, desires to apply for funding from the US Bureau of Justice Assistance for the FY2019 Bulletproof Vest Partnership Program, for grant funds to be used for providing ballistic and/or stab proof and/or combo vests for Corrections' and Sheriff's Department Officers, for added protection while working in our communities; and

WHEREAS, the Sheriff's Office and Department of Corrections have reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and in its attachments is true and correct, and that it has submitted the grant application to the County Treasurer's Office for review and the Treasurer has approved said application; and

WHEREAS, the Gloucester County Board of Chosen Freeholders understands and agrees that any grant received as a result of the applications will be subject to the grant conditions and other policies, regulations and rules issued by the granting authority for the administration of grant projects; and

WHEREAS, the Gloucester County Board of Chosen Freeholders acknowledges that the grant funds to be requested are in the amount of \$17,730.00 for the Sheriff's Department, and \$8,840.00 in funding for Corrections, for the grant period from May 16, 2019 to March 19, 2020.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the grant applications are hereby authorized with the Bureau of Justice Assistance for the FY2019 Bulletproof Vest Partnership Program Grant for a total grant amount of \$26,570.00 for the grant period from May 16, 2019 to March 29, 2020, and the Freeholder Director or his designee is authorized to execute any documents necessary relative to said grant; and

BE IT FURTHER RESOLVED that the Board of Chosen Freeholders hereby confirms that the County shall comply with all applicable regulations of the granting authority as referred to above, and shall provide any necessary assurances as may be required, and that the County Sheriff's Office is designated with the responsibility for grant implementation.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 15, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD



County of Gloucester

RESOLUTION AUTHORIZING GRANT APPLICATIONS TO THE BUREAU OF JUSTICE FOR THE FY2019 BULLETPROOF VEST PARTNERSHIP PROGRAM, SAFETY INITIATIVE GRANT FOR THE PERIOD FROM MAY 16, 2019 TO MARCH 19, 2020 FOR A TOTAL AMOUNT OF \$26,570.00.

CERTIFICATION

I, **LAURIE J. BURNS**, Clerk of the Board of Chosen Freeholders of the County of Gloucester do hereby certify that: (1) this is a true copy of the above-titled Resolution finally adopted at a meeting of the Board of Chosen Freeholders held on the 15th day of **May, 2019**, and duly recorded in my office; (2) that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and, (3) that I am duly authorized to execute this certificate.

DATED this ____ day of _____, 2019.

LAURIE J. BURNS,
CLERK OF THE BOARD
County of Gloucester

B-6

GRANT REQUEST FORM

INCLUDE THE GRANT APPLICATION AND COMPLETED PROPOSAL. IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES. ALSO INCLUDE BUDGET WITH COUNTY ACCOUNT NUMBERS.

DATE: April 26, 2019

TYPE OF GRANT

 NEW GRANT

 X RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER

1. GRANT TITLE: FY2019 Bulletproof Vest Partnership (B.V.P.)
2. GRANT TERM: FROM: 5-16-2019 TO: 3-19-2020
3. COUNTY DEPARTMENT: Sheriff
4. DEPT. CONTACT PERSON & PHONE NUMBER: Brandi Garcia 856-384-4684
5. NAME OF FUNDING AGENCY: Bureau of Justice Assistance
6. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): 2018 B.V.P. Monies to be used for replacements of bulletproof vests for Sheriff's Office and Department of Corrections Officers. Vest life expires every five (5) years.
7. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK "*"):

NAME	AMOUNT	NAME	AMOUNT
<u>N/A</u>			
8. TOTAL SALARY CHARGED TO GRANT: \$ 0
9. INDIRECT COST (IC) RATE: N/A %
10. IC CHARGED TO GRANT \$ N/A
11. FRINGE BENEFIT RATE CHARGED TO GRANT: N/A %
12. DATE APPLICATION DUE TO GRANTOR 5-28-2019

Below are the results of your Application Submission to your jurisdiction. A prompt will appear giving you the option to print these records. If one does not, simply print this page using your browser's print functionality.

LEA	GLOUCESTER COUNTY SHERIFF OFFICE
Application ID	19097086
Jurisdiction Contact	Brandi Garcia
	(856) 384-4684
	bgarcia@co.gloucester.us.nj
Status	Sent for Chief Executive Approval
Last Submission Date	04/26/19

Total Quantity	Total Extended Cost	Total Shipping & Handling Cost	Total Cost
18	17,730.00	0.00	17,730.00

AGENCY INFORMATION

Please make sure your agency name is correct. If the agency name is incorrect, please contact the BVP Help Desk as shown at the bottom of the left side menu.

AGENCY INFORMATION

Name: GLOUCESTER COUNTY SHERIFF
OFFICE

Agency Type: Police

Government ID Number: 31100800810100

**Number of Existing Full Time
Officers:** 87

**Number of Existing Part Time
Officers:** 0

OFFICE ADDRESS

*** Address Line 1:**

2 S. BROAD STREET

Address Line 2:

*** City:**

WOODBURY

State:

NJ

*** Zip:**

08096-7376

GRANT REQUEST FORM

INCLUDE THE GRANT APPLICATION AND COMPLETED PROPOSAL. IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES. ALSO INCLUDE BUDGET WITH COUNTY ACCOUNT NUMBERS.

DATE: April 26, 2019

TYPE OF GRANT

NEW GRANT

RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER _____

1. GRANT TITLE: FY2019 Bulletproof Vest Partnership (B.V.P.)
2. GRANT TERM: FROM: 5-16-2019 TO: 3-19-2020
3. COUNTY DEPARTMENT: Corrections
4. DEPT. CONTACT PERSON & PHONE NUMBER: Jessa Buenzle 856-384-4604
5. NAME OF FUNDING AGENCY: Bureau of Justice Assistance
6. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): 2018 B.V.P. Monies to be used for replacements of bulletproof vests for Sheriff's Office and Department of Corrections Officers. Vest life expires every five (5) years.
7. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK " * "):

NAME	AMOUNT	NAME	AMOUNT
<u>N/A</u>			
8. TOTAL SALARY CHARGED TO GRANT: \$ 0
9. INDIRECT COST (IC) RATE: N/A %
10. IC CHARGED TO GRANT \$ N/A
11. FRINGE BENEFIT RATE CHARGED TO GRANT: N/A %
12. DATE APPLICATION DUE TO GRANTOR 5-28-2019

Below are the results of your Application Submission to your jurisdiction. A prompt will appear giving you the option to print these records. If one does not, simply print this page using your browser's print functionality.

LEA	GLOUCESTER COUNTY JAIL
Application ID	19097086
Jurisdiction Contact	Brandi Garcia (856) 384-4684 bgarcia@co.gloucester.us.nj
Status	Sent for Chief Executive Approval
Last Submission Date	04/30/19

Total Quantity	Total Extended Cost	Total Shipping & Handling Cost	Total Cost
10	8,840.00	0.00	8,840.00

APPLICATION SUBMITTED

Your Application has been forwarded to your Jurisdiction for approval. You may check the status of your Application at any time by clicking the 'Current Status' option in Section 4.1 of your Law Enforcement Agency's Handbook.

A confirmation email has been sent to: kcasella@co.gloucester.nj.us. For your reference, the summary data for your Application for Funding is listed below.

APPLICATION PROFILE

Participant	GLOUCESTER COUNTY JAIL	
Fiscal Year	2019	
Vest Replacement Cycle ¹	5	
Number of Officers	47	
Number of Stolen or Emergency Damaged Replacement Needs ¹	Number of Officer Turnover	0

APPLICATION FOR FUNDING

Total Quantity	Total Extended Cost	Total Shipping & Handling Cost	Total Cost
10	\$8,840.00	\$0.00	\$8,840.00

Print For Records

RESOLUTION AUTHORIZING A FUNDING AGREEMENT WITH NJ DEPARTMENT OF TRANSPORTATION FOR THE ROWAN UNIVERSITY ROUTE 322 CAMPUS DOWNTOWN INTERSECTION PROJECT

WHEREAS, the intersection of Rowan University at US Route 322 is the westerly gateway to the Rowan University Campus and serves as a key entry point to Glassboro High School, north on Bowe Boulevard; and

WHEREAS, the County recognizes the need for intersection improvements to provide traffic congestion relief and storm water management, and proposes to design and implement said improvements (hereinafter "Project"); and

WHEREAS, the New Jersey Department of Transportation ("NJDOT") has funding available for such Project in an amount up to and including \$1,000,000.00 in FY 2019.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board to attest to, a Funding Agreement with NJDOT for FY 2019 funds in an amount up to \$1,000,000.00 for reimbursement of costs associated with the Project as referenced hereinabove; and

BE IT FURTHER RESOLVED, that the Board of Chosen Freeholders hereby confirms that execution of the Funding Agreement by the County will constitute acceptance of the terms and conditions of the Agreement, and that the County shall comply with all applicable Federal, State and local laws and regulations, and that the County Engineering Department shall be responsible for implementation of funds received in compliance with said terms, conditions and regulations.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 15, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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



County of Gloucester

**RESOLUTION AUTHORIZING A FUNDING AGREEMENT WITH NJ
DEPARTMENT OF TRANSPORTATION FOR THE ROWAN UNIVERSITY
ROUTE 322 CAMPUS DOWNTOWN INTERSECTION PROJECT**

CERTIFICATION

I, **LAURIE J. BURNS**, Clerk of the Board of Chosen Freeholders of the County of Gloucester do hereby certify that: (1) this is a true copy of the above-titled Resolution finally adopted at a meeting of the Board of Chosen Freeholders held on the 15th day of **May, 2019**, and duly recorded in my office; (2) that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and, (3) that I am duly authorized to execute this certificate.

DATED this ____ day of _____, 2019.

LAURIE J. BURNS,
CLERK OF THE BOARD
County of Gloucester

**FUNDING AGREEMENT BETWEEN
THE NEW JERSEY DEPARTMENT OF TRANSPORTATION
AND THE COUNTY OF GLOUCESTER
FOR THE ROWAN UNIVERSITY US ROUTE 322 CAMPUS DOWNTOWN
INTERSECTION PROJECT**

THIS FUNDING AGREEMENT ("Agreement") is made as of the _____, 2018 by and between the County of Gloucester ("County"), having offices at Gloucester County Courthouse, 1200 N Delsea Drive, Clayton, Gloucester, New Jersey 08312-1000 and the State of New Jersey, acting by and through the Commissioner of Transportation (the "State"), having offices at 1035 Parkway Avenue, Trenton, New Jersey 08625 (collectively "the Parties").

WITNESSETH

WHEREAS,; the intersection is the westerly gateway to the Rowan University Campus, and serves as a key entry point to Glassboro High School, north on Bowe Boulevard; and

WHEREAS, the Parties recognize a need to intersection improvements that provide congestion relief and storm water management at the Bowe Boulevard and US Route 322; and

WHEREAS, the Parties agree that it would be in their mutual interest for the County to design the aforementioned intersection improvements as described in Exhibit "A"; and; and

WHEREAS, the Parties agree that the design of the Project shall be undertaken by the County pursuant to the terms and conditions of this Agreement; and

WHEREAS, the New Jersey Transportation Trust Fund Authority Act, N.J.S.A. 27:1B-1 et., authorizes the Commissioner of the Department of Transportation ("Commissioner") to allocate transportation improvement funds to counties, pursuant to legislative appropriations; and

WHEREAS, the Commissioner, under the powers vested in him by law and as more particularly set forth in N.J.S.A. 27:7-21 has determined that it is in the State's best interest to enter into this Agreement; and

WHEREAS, the County, under the powers vested in it by law and as more particularly set forth in N.J.S.A. 40A:11-5 (2) and N.J.S.A. 40:20-1, et., authorized to enter into this Agreement.

NOW THEREFORE, in consideration of the promises and the mutual covenants and representations contained herein, and intending to be legally bound, the Parties hereby mutually agree as follows:

1. DEFINITIONS

a) The term "Project" as used in this Agreement shall refer to the intersection improvements on US Route 322 Campus Downtown that is to be designed by the County as described in detail on Exhibit "A" attached hereto.

b) The term "Actual Costs" under this Agreement shall mean costs for the Project incurred from and after the date on which this Agreement is fully executed including, without limitation:

i. All costs associated with the design, and of the Project,; and

ii. All costs associated with consultant agreements deemed by the County to be necessary for the Project.

c) The term "Completion" as used in this Agreement shall refer to as the point at which all work on the Project has been completed.

d) The term "Standard Specifications" shall refer to the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction that is in effect at the time this Agreement or any agreements entered into pursuant to this Agreement are executed.

2. Project Responsibilities

a) The County shall have sole responsibility for the design of the Project. The State's only obligation in connection with the Project shall be to provide funds in accordance with this Agreement. It is understood and agreed by the Parties that any review of design plans and other documents by the State shall not relieve the County of its responsibility under this Agreement.

b) The County shall design the Project in accordance with design, construction, and right of way acquisition

requirements applicable to State Construction projects, including, but not limited to, the Standard Specifications.

c) The County shall comply with all applicable Federal, State, and local laws and regulations and shall, where required, solicit proposals for the design of the Project in conformance with such laws and regulations.

d) The County agrees to develop and submit for approval, for the State's approval the final design, including design exception reports in accordance with the Standard Specifications and the State of New Jersey Standard Terms and Conditions. The County shall incorporate any comments made by the State into the design. The County covenants that Design Work will comply with all applicable laws and other requirements of state and local governmental bodies including applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the Americans With Disabilities Act of 1990 (the "ADA") (42 U.S.C.A. Sec. 12101 et seq.), the current Manual on Uniform Traffic Control Devices (MUTCD), the NJDOT road design manual, and the New Jersey Department of Transportation Bicycle Compatible Roadway and Bikeways Planning and Design Guideline.

e) The County shall complete or cause the completion of work on the Project ("Project Work") in accordance with the plans and specifications, including, but not limited to, the Standard Specifications, and covenants that Project Work will comply with all applicable laws and other requirements of state and local governmental bodies.

f) The County shall coordinate the Project Work with any and all State construction projects in the vicinity of the Project. The State reserves the right to modify any Project Work that conflicts with any of its projects without reimbursement or replacement.

g) As between the County and the State, the County hereby assumes the following risks, whether or not they arise from acts or omissions of the County all risks of loss or damage to property or injury to or death of persons; risks of other damage to whomsoever occurring, arising out of or in any way connected with this Agreement or the design, or any other aspect of the Project. The obligations assumed by the County pursuant to this Subsection shall survive the expiration or termination of this agreement.

3. PROVISION AND PAYMENT OF FUNDS

a) Subject to the availability of funds, and in accordance with this Agreement, the State shall make available to the County, reimbursement of the Actual Costs (as herein defined) incurred by the County in designing the Project in an amount up to and including One Million Dollars (\$1,000,000) in FY 2019 ("Project Reimbursement").

b) This Agreement is a one-year funding agreement, entered into by the State pursuant to N.J.S.A. 27:1B-21.6. This Agreement pledges funds anticipated to be appropriated for the Project, subject to the availability of funds in the year in which the funds are to be appropriated.

c) Subject to the foregoing conditions, the State shall make available over a period of one (1) State fiscal year, One Million Dollars (\$1,000,000), in accordance with the following schedule:

i. Upon execution of this Agreement, the State shall make available to the County the sum of One Million Dollars (\$1,000,000) for reimbursement of the Actual Costs associated with the Project.

ii. The County shall be solely responsible for One Hundred Percent (100%) of any additional costs which exceed One Million Dollars (\$1,000,000). In no event will the State's contribution to the Project exceed the sum of One Million Dollars (\$1,000,000) for this Project.

d) In the event that the State determines that it has paid the County an amount in excess of the monies actually due under this Agreement, the County shall make timely repayment to the State upon receipt of written notice documenting the basis of the State's determination. The State, at its discretion, may make the appropriate adjustment to the County's annual County Aid allotment in lieu of County repayment. Any dispute between the State and the County with regard to a State claim for repayment shall be resolved in accordance with Section 5 below.

e) The County shall provide or cause to be provided cost certification and shall maintain or cause to be maintained financial records relating to Project costs in accordance with N.J.A.C. 16:20A and shall comply with the State of New Jersey audit requirements specified therein.

f) Payments made to the County by the State pursuant to this Agreement will not affect allocation of State-aid monies to the County, pursuant to the distribution factor set forth in N.J.S.A. 27:IB-25(c) except for overpayment as provided in 3(e) above.

g) For the reimbursement of all Actual Costs, the County shall prepare and submit two original company invoices for payment for work identified in this cost breakdown on Payment Voucher (PV-C) forms on a regular basis to the State for its approval. Each invoice shall contain, but is not limited to, the following:

- i. The Agreement date, and Project Job Number
- ii. The billing period covered by the invoice.
- iii. The amount of the current billing, the total amount paid to the consultant to date, and the amount remaining on the contract.

h) The State will not process any invoice for payment without accompanying documentation for the corresponding reporting periods.

i) The State will not process for payment any invoice that shows the total amount payable to be less than \$2,000.00 unless a written justification for such a payment is approved by the State.

4. INDEMNIFICATION, INSURANCE

a) The County agrees to cause each of its professional services consultants performing work for or in connection with the Project, to assume all risk of loss or damage to property or injury to or death of persons arising out of any negligent act, error or omission of the consultant and the County agrees to cause each such consultant to defend, at its own expense, against any and all suits, claims, losses, demands or damages of whatsoever kind or nature, arising out of or claimed to arise out of such work or the breach of any contract pertaining to the Project by said consultant.

b) The County agrees to cause each of its professional services consultants performing work for or in connection with the Project, to assume all risk of loss or damage to property or injury to or death of persons arising out of any negligent act,

error or omission of the consultant and the County agrees to cause each such consultant to defend, at its own expense, against any and all suits, claims, losses, demands or damages of whatsoever kind or nature, arising out of or claimed to arise out of such work or the breach of any contract pertaining to the Project by said consultant.

c) The County shall cause to be maintained by all consultants working on the Project policies of commercial general liability and other liability insurance with limits acceptable to the County, covering claims arising out of or relating in any way to the Project, pursuant to which the County shall be an insured or included as a named or additional insured, and the County shall, at no expense to the State, cause the State to be named as an additional insured under all such policies with respect to any claims arising out of or relating in any way to the Project.

5. DISPUTE RESOLUTION

a) Any dispute concerning this Agreement shall be submitted to the County Engineer of the County, or designee and the Director, Design Services, of the New Jersey Department of Transportation (NJDOT), or designee, on behalf of the state for review and determination. In the event a determination acceptable to the Parties is not made at this level, the Parties shall then submit such dispute to the County Administrator of the County and the Assistant Commissioner, Capital Program Management, of the NJDOT for review and decision. In the event that the County Administrator of the County and the Assistant Commissioner, Capital Program Management, do not agree, either party may seek other available legal or equitable remedies, except as expressly limited by this Agreement.

b) No set-off, counterclaim, reduction or diminution of any obligation or other defense of any kind or nature (other than performance by the State of its obligations under this Agreement), which the State has or may have against the County, shall be available to the State against the County or anyone succeeding to the County's interest. Nothing contained in this Subsection, however, shall be construed in any way, to limit or prevent the exercise of the State's right to make a claim or counterclaim, of whatsoever kind, in accordance with the terms of Subsection 5(a) above.

6. GENERAL

a) The State may, upon reasonable notice, during regular business hours, examine all records of the County relating to Actual Costs incurred in connection with the Project.

b) The State shall have no responsibility for obtaining any local, state or federal permits or approvals or conducting or participating in any hearings or proceedings that may be required in connection with the plans for and the effectuation of the Project. Notwithstanding the above, the State shall use its best efforts, to expedite any and all New Jersey Department of Transportation reviews, approvals and permit applications necessary to the advancement and completion of the Project.

c) This Agreement shall not be construed to create any rights on behalf of any party other than the County and the State.

d) No Commissioner, officer, agent or employee of the parties to this Agreement shall be held personally liable under any provision of this Agreement or because of its execution or because of any breach or alleged breach of this Agreement.

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

f) This Agreement may be amended, modified or supplemented from time to time with the consent of the Parties when necessary or desirable to implement the understanding of the parties hereto and/or to facilitate the financing of the Project. This Agreement shall be enforced in accordance with the terms of any amendment, modification or supplement hereof.

g) This Agreement shall be construed and governed in accordance with the laws of the State of New Jersey.

h) The Project defined in Exhibit "A" may be amended from time to time by the County to meet engineering and construction norms and to conform with federal, state and local laws and regulations.

i) The entire Agreement between the COUNTY and the STATE concerning the funding, design, and coordination of this PROJECT is contained herein and no modification or termination hereof shall be effective, unless in writing and approved as required by law.

7. NOTICES

The County's coordinator for this Agreement, to whom all correspondence and notices should be addressed, is:

Vincent M. Voltaggio, PE
Director, Public Works
County Engineer
County of Gloucester
1200 N. Delsea Drive
Clayton, NJ 08312-1000
(856) 307-6600

The State's coordinator for this Agreement, to whom all correspondence and notices should be addressed, is:

Laine Rankin
Director, Local Aid and Economic Development
New Jersey Department of Transportation
1035 Parkway Avenue
Trenton, New Jersey 08625
(609) 530-3640

8. TERM OF AGREEMENT

This Agreement shall become effective immediately upon authorization, execution and delivery by both parties. Unless earlier terminated pursuant to Subsection 6(d) above, this Agreement shall continue in full force and effect (a) until the Project is completed; and (b) until the earlier of the following events (i) until any bonds, notes or other obligations issued in connection with the Project which are entitled to the benefit of payment under this Agreement are no longer outstanding; or (ii) until the State has satisfied its obligations pursuant to Section 2(c) above and there exist no disputes between the parties arising

out of Section 2 of the Agreement.

9. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Witness: COUNTY OF GLOUCESTER, NEW JERSEY

LAURIE J. BURNS,
CLERK OF THE BOARD

ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

Witness: STATE OF NEW JERSEY, Department
of Transportation

Laine Rankin, DIRECTOR

Approved as to form:

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY

By: _____
Brad M. Reiter
Deputy Attorney General

APPENDIX A

NONDISCRIMINATION

During the performance of this Agreement, the COUNTY, for itself, its assignees and successors in interest hereinafter referred to as the COUNTY, agrees as follows:

1. Compliance with Regulations: The COUNTY will comply with Regulations as recognized by the State relative to nondiscrimination pursuant to N.J.S.A. 10:5-31 et seq.
2. Nondiscrimination: The COUNTY, with regard to the work performed by it after award and prior to completion of the work, will not discriminate on the basis of race, color, age, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The COUNTY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, including Procurement of Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the COUNTY for work to be performed under a subcontract, including procurement of materials or equipment, such potential subcontractor or supplier shall be notified by the COUNTY of the COUNTY'S obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, age, sex or national origin.
4. Information and Reports: The COUNTY will provide all information and reports required by the Requisitions, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the COUNTY is in the exclusive possession of another who fails or refuses to furnish this information, the COUNTY shall so certify to the STATE shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the COUNTY'S noncompliance with the nondiscrimination provisions of this contract, the STATE shall impose such sanctions as are appropriate and available under the laws of the STATE.
- (a) Withholding of payments to the COUNTY under the contract until the COUNTY complies, and/or,
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. This Agreement is subject to all federal, State, and local laws, rules, and regulations, including, but not limited to, those pertaining to nondiscrimination in employment and affirmative action for equal employment opportunity.
7. The COUNTY agrees to ensure that Small Business Enterprises (SBE) as defined in N.J.A.C. 12A: 10-102 et seq., and N.J.A.C. 17:14-1.2 et seq. have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Failure to make a good faith effort to meet the established DBE goal may result in sanctions as defined under paragraph 5 of this Appendix.
8. If at any time following the execution of this Agreement, the COUNTY intends to sublet any additional portion(s) of the work or intends to purchase materials or lease equipment not contemplated during the original proposal preparation, the COUNTY shall:
- (a) Notify the Project initiator, in writing, of the type and approximate value of the work which the COUNTY intends to accomplish by such subcontract, purchase order or lease.
 - (b) Give SBE firms equal consideration with non-minority firms in negotiations for any such subcontracts, purchase orders or leases.
9. Incorporation of Provisions: The COUNTY will include the provisions of paragraph (1) through (9) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders or instructions, issued pursuant thereto.

APPENDIX B

CERTIFICATION OF COUNTY

In executing the Agreement the COUNTY'S signatory certifies on behalf of the COUNTY that neither he, nor any other officer, agent or employee of the COUNTY has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for him or the COUNTY) to solicit or secure this Agreement.
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for him or the COUNTY) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

The County shall expressly state any exceptions in a disclosure letter to the STATE which shall accompany the Agreement after execution by the COUNTY on submission to the Commissioner or his designee for execution.

The COUNTY acknowledges that this certificate furnished to the STATE and which may be furnished to the U.S. Department of Transportation, in connection with this Agreement, is subject to applicable State and Federal laws, both criminal and civil.

APPENDIX C

CERTIFICATION OF NEW JERSEY DEPARTMENT OF TRANSPORTATION

In executing the Agreement the STATE'S signatory certifies that to the best of his knowledge, the COUNTY or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

APPENDIX D

NJDOT CODE OF ETHICS FOR VENDORS

1. No vendor* shall employ any NJDOT officer or employee in the business of the vendor or professional activity in which the vendor is involved with Department officer or employee.
2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.
3. No vendor shall cause or influence or attempt to cause or influence any NJDOT employee or officer in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJDOT officer or employee.
4. No vendor shall cause or influence, or attempt to cause or influence, any NJDOT officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.
5. No vendor shall offer any NJDOT officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the COUNTY in the discharge of his or her official duties. In addition, employees or officers of NJDOT will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item which could be construed as having more than nominal value.

NOTE: This section would permit an NJDOT employee or officer to accept food or refreshments of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example - coffee, danish, tea or soda served during a conference break). Acceptance of unsolicited advertising or promotional materials of nominal value (such as inexpensive pens, pencils or calendars) would also be permitted.

Any questions as to what is or is not acceptable or what constitutes proper conduct for a Departmental employee or officer

should be referred to the Department's Ethics Liaison Officer or his or her designee.

6. This code is intended to augment, not to replace existing administrative orders and the current Departmental Code of Ethics.

7. This code shall take effect immediately upon approval of the NJ Executive Commission on Ethical Standards and adoption by the NJDOT.

*Vendor is defined as any general contractor, subcontractor, consultant, person, firm, corporation or organization engaging in or seeking to do business with NJDOT.

Adopted on the 16th day of December, 1987

APPENDIX E

CERTIFICATION OF COUNTY ELIGIBILITY

I Robert M. Damming, as Freeholder Director hereby certify under penalty of perjury under the laws of the United States, that except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal, Project director, manager, auditor, or any position involving the administration of State funds:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal, State or local government agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, State or local government agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

Attest:

COUNTY OF GLOUCESTER, NEW JERSEY

LAURIE J. BURNS, CLERK
CLERK OF THE BOARD

ROBERT M. DAMMING, CLERK
FREEHOLDER DIRECTOR

Date: _____

APPENDIX F

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities.

The COUNTY and the STATE do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. Sec. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE pursuant to this contract, the COUNTY agrees that the performance shall be in strict compliance with the Act. In the event that the COUNTY, its agents, servants, employees, or sub consultants violate or are alleged to have violated the Act during the performance of this contract, the COUNTY shall defend the STATE in any action or administrative proceeding commenced pursuant to this Act. The COUNTY shall indemnify, protect, and save harmless the STATE, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The COUNTY shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith.

In any and all complaints brought pursuant to the STATE'S grievance procedure, the COUNTY agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the COUNTY shall satisfy and discharge the same at its own expense.

The STATE shall, as soon as practicable after a claim has been made against it, give written notice thereof to the COUNTY along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the STATE or any of its agents, servants, and employees, the STATE shall expeditiously forward or have forwarded to the COUNTY every demand, complaint, notice, summons, pleading, or other process received by the STATE or its representatives.

It is expressly agreed and understood that any approval by the STATE of the services provided by the COUNTY pursuant to this contract will not relieve the COUNTY of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the STATE pursuant to this paragraph.

It is further agreed and understood that the STATE assumes no obligation to indemnify or save harmless the COUNTY, its agents, servants, employees and sub consultants for any claim which may arise out of their performance of this Agreement. Furthermore, the COUNTY expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the COUNTY'S obligations assumed in this Agreement, nor shall they be construed to relieve the COUNTY from any liability, nor preclude the STATE from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

C-2

**RESOLUTION AUTHORIZING A PURCHASE FROM
EASTERN LIFT TRUCK CO., INC. FOR \$27,383.00**

WHEREAS, the County of Gloucester has a need to purchase one (1) Yale model GPO60MX Lift Truck, 6000 LB nominal capacity, Class V (or equal) as per PD-019-024, for use by the County; and

WHEREAS, bids were publicly received and opened on April 4, 2019, and after following proper bid opening and evaluation procedure, it was determined that Eastern Lift Truck Co., Inc. of 549 East Linwood Avenue, Maple Shade, NJ 08052 was the lowest responsive and responsible bidder to provide said vehicle as set forth in the specifications for \$27,383.00; and

WHEREAS, the County Treasurer has certified the availability of funds in the amount of \$27,383.00 pursuant to CAF #19-03699, which amount shall be charged against budget line item C-04-19-019-315-19210.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the purchase of one (1) Yale model GPO60MX Lift Truck or equal, as per PD-019-024 from Eastern Lift Truck Co., Inc. is hereby authorized for \$27,383.00; and

BE IT FURTHER RESOLVED, that the Freeholder Director and the County's Qualified Purchasing Agent are hereby authorized and directed to execute all documents necessary for the aforementioned purchase on behalf of the County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 15, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

<p>Bid Opening 04/12/19 at 10:00 am.</p>				
<p>SPECIFICATIONS FOR SUPPLYING ONE (1) YALE GP060MX LIFT TRUCK - 6000 LB NOMINAL CAPACITY CLASS V (OR EQUAL) TO THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC AND 1661 CP</p>				
		<p>VENDOR: Eastern Lift Truck Co, Inc. 549 East Linwood Avenue Maple Shade, NJ 08062 John Lukatis, Account Manager 856-779-8880</p>	<p>VENDOR: Endless Sales, Inc, dba Octane Forklifts 75 Haddonfield Rd. Cherry Hill, NJ 08002 J.R. Antczak, Sr. V.P. 894-628-2637</p>	
ITEM DESCRIPTION				
1. ONE (1) YALE GP060MX LIFT TRUCK - 6,000 LB NOMINAL CAPACITY CLASS V (OR EQUAL)	\$27,393.00	\$29,474.00		
MAKE AND MODEL OFFERED	YALE MODEL GP060MX	2019 Octane P750		
DELIVERY	12 Weeks ARO	120 Days ARO		
VARIATIONS	None	None		
Will you extend your prices to local government entities within the County	YES	YES		
Bid specifications sent to:	Omnia Deltak			
<p>Based upon the bids received, I recommend Eastern Lift Truck Co, Inc. be awarded the contract as the lowest, responsive, responsible bidder.</p>				
	Sincerely,			
	Kimberly Leifer, CPA			

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS	
THIS NUMBER MUST APPEAR ON ALL INVOICES	
NO.	19-03699

SHIP TO
GLOUC. CO ENGINEERING DEPT.
1200 N. DELSEA DR. BLDG A
CLAYTON, NJ 08312
856-307-6600

ORDER DATE: 05/03/19
REQUISITION NO: R9-18509
DELIVERY DATE:
STATE CONTRACT: PD-019-024
ACCOUNT NUM:

VENDOR
EASTERN LIFT TRUCK CO., INC.
549 EAST LINWOOD AVE
PO BOX 307
MAPLE SHADE, NJ 08052-0307
VENDOR #: EASTE006

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	YALE MODEL GP060MX LIFT TRUCK 6,000 LB NOMINAL CAPACITY CLASS V (OR EQUAL) PD-019-024	C-04-19-019-315-19210 Heavy Equipment	27,383.0000	27,383.00
			TOTAL	27,383.00

CLAIMANT'S CERTIFICATE & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one. X VENDOR SIGN HERE _____ DATE _____ TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____ MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS	I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures. DEPARTMENT HEAD _____ DATE _____	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW  TREASURER / CFO QUALIFIED PURCHASING AGENT

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

RESOLUTION AUTHORIZING AN EXTENSION TO THE AGREEMENT WITH THE GLOUCESTER COUNTY WORKFORCE DEVELOPMENT BOARD TO SERVE AS ONE-STOP CAREER CENTER/AMERICAN JOB CENTER OPERATOR

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

WHEREAS, on March 20, 2017, the GCI publically advertised for proposals seeking a Gloucester County One-Stop Career Center/American Job Center Operator, OSO/AJCO, for the term July 1, 2017 through June 30, 2019. The proposals were opened on April 20, 2017 with the County of Gloucester (“County”) submitting the only proposal and the GCWDB’s RFP Review Committee/Task Force recommended accepting the County’s proposal and it was formally approved at their May 3, 2017 meeting; and

WHEREAS, on May 17, 2017, the County adopted a resolution authorizing an agreement with the GCWDB and designated Thomas Bianco to serve as the Operator of the Gloucester County One-Stop Career Center/American Job Center on behalf of the County; and

WHEREAS, the specifications publically advertised by the GCI stated, “Based on performance, the Board has the option to renew the contract for an additional term of 2 years, to June 30, 2021.”; and

WHEREAS, on April 17, 2019, the GCWDB approved a motion to extend the contract through June 30, 2021.

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

1. The County of Gloucester hereby authorizes the extension of the Agreement with the Gloucester County Workforce Development Board for the County of Gloucester to be responsible for the operation of the Gloucester County One-Stop Career Center/American Job Center, through June 20, 2021.
2. Thomas Bianco is designated to continue to serve as the titled Operator on behalf of the County with no additional salary or benefit.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, May 15, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

C-4

RESOLUTION AUTHORIZING A PURCHASE FROM CANON USA, INC. C/O CANON SOLUTIONS AMERICA, INC., FOR \$36,190.00

WHEREAS, the County has a need to purchase one (1) OCE' ColorWave 3500 2R MFP Set and CW3500 PDF; and

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

WHEREAS, it has been determined that the County can purchase the said equipment from Canon USA, Inc. c/o Canon Solutions America, Inc. for \$36,190.00, through State Contract #A40462 G-2075; and

WHEREAS, the Treasurer of the County of Gloucester has certified the availability of funds in the amount of \$36,190.00, pursuant to C.A.F. # 19-03597, which amount shall be charged against budget line item 9-01-44-903-001-20202.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Qualified Purchasing Agent be authorized to purchase one (1) OCE' ColorWave 3500 2R MFP Set and CW3500 PDF, from Canon USA, Inc. c/o Canon Solutions America, Inc. for \$36,190.00, through State Contract #A40462 G-2075.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, May 15, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS	
THIS NUMBER MUST APPEAR ON ALL INVOICES	
NO.	19-03597

SHIP TO	GLOUC. CO PLANNING DEPARTMENT 1200 N. DELSEA DR. CLAYTON, NJ 08312 856-307-6650
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ORDER DATE: 05/01/19
REQUISITION NO: R9-18413
DELIVERY DATE:
STATE CONTRACT: 40462
ACCOUNT NUM:

VENDOR	VENDOR #: CANONUSA CANON USA, INC. CONTRACT #A40462/G-2075 4100 N. FAIRFAX DR. SUITE 200 ARLINGTON, VA 22203
---------------	--------------------------------------------------------------------------------------------------------------------------

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	GSA ColorWave 3500 MFP set Model/P.N. 3301C030AA \$34,084.00 Cw3500 PDF Model/P.N. 3302C002AA \$2,106.00 GSA Contract: GS-03F-046DA	9-01-44-903-001-20202 Data Processing and Phone Equipment	36,190.0000	36,190.00
			TOTAL	36,190.00

CLAIMANT'S CERTIFICATE & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.	I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW
X		
VENDOR SIGN HERE		TREASURER / CFO
TAX ID NO. OR SOCIAL SECURITY NO.	DEPARTMENT HEAD	QUALIFIED PURCHASING AGENT
DATE	DATE	

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

RESOLUTION AUTHORIZING A MEMORANDUM OF AGREEMENT BETWEEN THE NEW JERSEY OFFICE OF EMERGENCY MANAGEMENT AND THE COUNTY OF GLOUCESTER AS A PARTICIPATING AGENCY OF THE NEW JERSEY ALL-HAZARDS INCIDENT MANAGEMENT TEAM

WHEREAS, the New Jersey Office of Emergency Management (NJOEM) is the lead agency in New Jersey responsible for coordinating the State’s preparedness, response and recovery operations for all hazards impacting the State; and

WHEREAS, pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. §§ 5121-5208), and in accordance with the requirements of U.S. Department of Homeland Security Presidential Directives 5 and 8, New Jersey must establish a single, comprehensive approach to domestic incident management to prevent, prepare for, respond to, and recover from terrorist attacks, major disasters, and other emergencies under the National Incident Management System (NIMS); and

WHEREAS, New Jersey Executive Order 50 (Codey 2005) adopted NIMS as the State standard for incident management and mandated its use for all emergency incidents in the State; and

WHEREAS, NJOEM Directive 105, effective June 12, 2018, established the New Jersey All-Hazards Incident Management Team (NJ-AHIMT or “the Team”), a comprehensive Statewide resource, to assist federal, state, county, or municipal agencies or offices of emergency management, by providing incident support and incident management functions, in response to a domestic incident, disaster or emergency; and

WHEREAS, entering into a Memorandum of Agreement with the NJOEM will allow employees of the County with a high level of experience in the Incident Command System (ICS) to become a member of the State Incident Management Team (IMT) and support out Local, County, State, and Federal partners in the management needs of a complex natural/man-made disaster; and

WHEREAS, the County wishes to enter into a Memorandum of Agreement with the NJOEM and finds it beneficial to the residents.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to the Memorandum of Agreement with the New Jersey Office of Emergency Management to become a participating agency of the New Jersey All-Hazards Incident Management Team.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 15, 2019, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD

MEMORANDUM OF AGREEMENT
BETWEEN
THE NEW JERSEY OFFICE OF EMERGENCY MANAGEMENT
AND

AS A PARTICIPATING AGENCY OF THE
NEW JERSEY ALL-HAZARDS INCIDENT MANAGEMENT TEAM

WHEREAS, the New Jersey Office of Emergency Management (NJOEM) is the lead agency in New Jersey responsible for coordinating the State's preparedness, response and recovery operations for all hazards impacting the State; and

WHEREAS, pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. §§ 5121-5208), and in accordance with the requirements of U.S. Department of Homeland Security Presidential Directives 5 and 8, New Jersey must establish a single, comprehensive approach to domestic incident management to prevent, prepare for, respond to, and recover from terrorist attacks, major disasters, and other emergencies under the National Incident Management System (NIMS); and

WHEREAS, New Jersey Executive Order 50 (Codey 2005) adopted NIMS as the State standard for incident management and mandated its use for all emergency incidents in the State; and

WHEREAS, NJOEM Directive 105, effective June 12, 2018, established the New Jersey All-Hazards Incident Management Team (NJ-AHIMT or "the Team"), a comprehensive Statewide resource, to assist federal, state, county or municipal agencies or offices of emergency management, by providing incident support and incident management functions, in response to a domestic incident, disaster or emergency; and

WHEREAS, this Agreement is intended to set forth the roles and responsibilities of NJOEM, the Participating Agency, and the Participating Team Members in engaging in preparatory and response activities; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

I. DEFINITIONS

- A. *Alert* – The process of informing Team Members that the Team may be deployed for an incident or event.

- B. *All-Hazards Incident Management Team (AHIMT)* – A team used for incidents or events, either planned or unplanned, to enhance ongoing operations through provision of incident support or, when requested, management of an incident in accordance with NIMS principles and nationally accepted Incident Management Team standards. An AHIMT consists of personnel representing multiple disciplines and jurisdictions to provide a well-rounded skillset and high level of expertise when managing or supporting any kind of incident.
- C. *Authority Having Jurisdiction (AHJ)* - An entity that has the authority and responsibility for developing, implementing, maintaining, and overseeing the qualification process within its organization or jurisdiction. This may be a state or federal agency, training commission, NGO, private sector company, or a tribal or local agency such as a police, fire, or public works department. In some cases, the AHJ may provide support to multiple disciplines that collaborate as a part of a team (e.g., an IMT).
- D. *Demobilization* – The return of deployed Team Members to their Participating Agency at the conclusion of their Deployment.
- E. *Deployment* – Placement of Team Members into a position of effective action to support or manage an incident or event within or outside of the State.
- F. *Incident Command System (ICS)* - The management system designed to enable effective and efficient domestic incident management by integrating a combination of facilities, equipment, personnel, procedures, and communication operating within a common organizational structure. It is a fundamental form of management, with the purpose of enabling incident managers to identify the key concerns associated with the incident – often under urgent conditions – without sacrificing attention to any component of the command system.
- G. *Intelligence Watch and Warning Unit (IWW)* – The unit within the New Jersey State Police (NJSP) Office of the Regional Operations Intelligence Center (ROIC) which maintains uninterrupted, 24/7/365 situational awareness of New Jersey’s response capabilities, readiness postures, and all events, natural or man-made, that may require a coordinated State response. IWW also coordinates the rapid deployment of State-level emergency response teams and resources in response to incidents, disasters, emergencies, special events, field operations, and other events as required.
- H. *Interagency Oversight Committee* - The group responsible for the general guidance of the Team. This Committee consists of Team Members from various Participating Agencies and operates under the supervision of the Team Manager.
- I. *Interstate Incident Management Team Qualifications System (IIMTQS) Guide* - A comprehensive framework of guidelines and procedures, developed by the All-Hazards Incident Management Teams Association (AHIMTA) and adopted by NJOEM for developing, implementing, and managing an ICS qualifications process.
- J. *National Incident Management System (NIMS)* – The consistent, nationwide approach for

federal, state, local and tribal governments, nongovernmental organizations, and the private sector to work together more effectively and efficiently to manage incidents involving all threats and hazards, regardless of cause, size, location, or complexity, in order to reduce loss of life, property, and harm to the environment.

- K. *Participating Agency* – Any State, county, municipal or tribal agencies, Nongovernmental Organizations (NGO), or private sector organizations that has executed an Agreement with NJOEM to provide personnel, equipment, and/or vehicles to the Team.
- L. *Policies & Procedures Manual* – A guide containing the collection of rules that communicate the Team’s culture, values, and philosophy to the Team Members, encompassing what the Team Members can expect from the Team and what the Team expects from Team Members, as well as a set of processes for decisions and actions.
- M. *State Emergency Operations Center (SEOC)* - The SEOC provides coordination of the emergency response efforts of State agencies, allied agencies, county Offices of Emergency Management, and the private sector. The SEOC is the conduit through which a county’s unmet emergency resource needs are acquired from other counties, New Jersey State Governmental agencies, other states, the Federal Government, non-governmental allied agencies and private sector organizations.
- N. *Team Activities* – Training, drills, exercises, or other Team-sanctioned events in which a Team Member would participate.
- O. *Team Equipment* – Any equipment, to include vehicles, acquired specifically for use by the Team and maintained by NJOEM.
- P. *Team Incident Commander* – The Team Member responsible for assigned or participating Team Members during Team Activities and Deployments, including communication with the Agency Administrator/Executive (the official responsible for administering policy for the agency or jurisdiction that requested the NJ-AHIMT), development of objectives, approving the allocation of resources, and management of Team Members participating in the Team Activity or Deployment.
- Q. *Team Manager* – The individual within NJOEM responsible for the non-response day-to-day administrative duties of the Team, including but not limited to: recruitment, training, equipment maintenance, vehicles, Alerts, and overall Team readiness.
- R. *Team Member* – An employee or active volunteer member of a Participating Agency who has applied to and been accepted as a member of the Team.

II. POINTS OF CONTACT

New Jersey Office of Emergency Management:

State Director of Emergency Management through the
Executive Officer, Emergency Management Section
P.O. Box 7068
West Trenton, NJ 08628
Phone: 609-963-6932

Team Incident Commander:

Email: NJ-AHIMT@gw.njsp.org
Phone: 609-963-6900
Website: <http://www.nj-ahimt.org>

Participating Agency:

A. Participating Agency shall provide contact email and phone numbers for those individuals or Participating Agency positions responsible for receiving information about activations of Team Members, deployment status updates, and information or questions about reimbursements or other general questions. Please note that the POCs below should be in addition to the Team Member contact information.

1. For General Information and Reimbursements:

2. For Activation Notification:

B. Participating Agency agrees to provide timely notification of any changes to its POCs.

III. MANDATORY MINIMUM REQUIREMENTS FOR TEAM MEMBER PARTICIPATION

A. As a condition of your status as a Participating Agency under this Agreement, your Team Member employee or active volunteer member is required to abide by the provisions set forth in this Section.

1. Each Team Member shall be an employee or active volunteer member of the Participating Agency in good standing as defined by the Participating Agency.

2. Team Members serving in a position that requires the individual to hold a license, registration, certificate or other similar authorization to lawfully engage in an activity must hold the appropriate authorization, which shall remain current and validly issued at all times.
- B. Each Team Member shall be available on short notice to mobilize immediately and be able to respond to a Deployment for an extended time period, subject to Participating Agency operational needs.
 - C. Each Team Member must be capable of improvising and functioning for long hours under adverse working conditions.
 - D. Each Team Member shall complete training on Critical Incident Stress Management and must be aware of its signs, symptoms and corrective measures.
 - E. Each Team Member shall complete training in safe working practices and procedures and must understand and adhere to safe working practices and procedures as required in a disaster environment.
 - F. Each Team Member shall complete NIMS Training, All-Hazards Position Specific Training, Incident Management Team Training, Emergency Operations Center Training, Leadership Training, and Hazardous Materials Training as detailed in the IIMTQS, and must have a working knowledge of the NIMS System and the NJ-AHIMT organizational structure, operating procedures, safety practices, terminology and communication protocols.
 - G. Each Team Member shall complete such courses of education and training and other requirements as specified by the NJ-AHIMT.
 - H. A Team Member's failure to abide by established rules of conduct or failure to satisfy any mandatory requirement established by the NJ-AHIMT may result in suspension or termination from the Team.

IV. RESPONSIBILITIES

A. NJOEM shall:

1. Be the AHJ for the Team.
2. Provide overall administration of the Team through the Team Manager.
3. Appoint members to and supervise the Interagency Oversight Committee.
4. Maintain 24-hour Alert capabilities and implement the alerting procedures as needed.
5. Control and conserve Team documentation, including but not limited to: Memoranda of Agreement, applications for membership, training records, and deployment records.

6. Provide storage, maintenance, and accountability of Team Equipment.
 7. Ensure operational readiness of the Team at all times.
 8. Provide authorization of Team Activities and Deployments.
 9. Provide access to Critical Incident Stress Management intervention and support during and after any activation.
- B. The Participating Agency:
1. Understands and agrees to allow its employees or active volunteer members who are Team Members of the NJ-AHIMT to serve in certain designated positions on the Team.
 2. Understands and agrees that a Team Member's service on the NJ-AHIMT, whether by formal activation or participation in mandatory training exercises, is voluntary and not subject to any reimbursement for salary, benefits, or any other costs unless such costs are reimbursed by a third party.
 3. Understands that Team Members are subject to activation on short notice to respond to incidents and agrees to allow its employee or active volunteer member Team Members to be available for activation on short notice.
 4. Shall permit Team Members, equipment, and/or vehicles to participate in Team Activities and Deployments to the greatest extent practicable.
 5. Shall establish internal policies to identify and set forth the procedures for Team Members, equipment, and/or vehicles to participate in Team Activities and Deployments.
 6. Shall provide NJOEM with documentation of expenses incurred during any Team Activities and Deployments in order to accumulate and retain accurate overall Team costs. When applicable, this documentation will also facilitate reimbursement to the Participating Agency for costs paid by a third party.
- C. Interagency Oversight Committee shall:
1. Develop, review and revise as needed the NJ-AHIMT Policies & Procedures Manual.
 2. Maintain the operational capabilities of the Team and ensure the Team Members remain current on training, best practices, and National standards.
 3. Meet regularly on a schedule to be mutually determined by the Committee members.

V. COMMAND, CONTROL AND COORDINATION

- A. NJOEM shall exercise direct supervisory authority over Team Members during Team Activities, Deployments, and other events of the NJ-AHIMT.
- B. For disciplinary purposes, NJOEM's authority is limited to temporary suspension or permanent exclusion from participation on the Team. In all other instances where disciplinary action may be necessary, NJOEM shall report the pertinent circumstances to Participating Agency, who shall cooperate with NJOEM and shall administer discipline as appropriate in accordance with the Participating Agency's established rules and regulations.
- C. Nothing in this Agreement is intended to, nor does it, affect the employer-employee relationship between Participating Agency and its employees or, to the extent applicable, active volunteer members who are Team Members, and Participating Agency shall at all times continue to be fully responsible for all of its employment obligations to its employee Team Members, including the compensation and benefits that the Participating Agency has agreed to provide.
- D. While participating in Team Activities and Deployments, Team Members shall be subject to and comply with all lawful orders and directions of the authorized representatives of the Team Manager and NJOEM.
- E. NJOEM retains the right to suspend or exclude any Team Member from participation on the NJ-AHIMT.

VI. READINESS ACTIVITIES

- A. NJOEM shall conduct Team management, administration, training, equipment procurement and other preparedness activities.
- B. Participating Agency and Team Members shall cooperate with NJOEM and the Team Manager and shall participate in the activities as necessary to achieve Team preparedness goals and objectives.
- C. Mandatory training activities are required each year. Training calendars will be provided to Team Members upon publication. Notice of additional trainings required of all Team Members, if any, shall be provided to Team Members as they are developed.
- D. Subject to the availability of funding, NJOEM shall procure and maintain a cache of equipment and supplies for Team Activities and Deployments. Team Members shall use the cache equipment and supplies only for authorized purposes and shall exercise reasonable care to protect and preserve the property against loss or damage.

VII. ALERT, MOBILIZATION, AND DEMOBILIZATION PROCEDURES

- A. All requests for Deployment of the Team shall be made to NJOEM through the SEOC or IWW.
- B. Only the State Director of NJOEM (or designee) shall authorize a Deployment.
- C. The Participating Agency shall identify a Point of Contact for receipt of notices from NJOEM concerning possible Deployments. The Point of Contact shall include 24-hour telephonic and electronic mail capabilities.
- D. An Alert from the Team Manager will notify all Team Members of a Deployment authorization.
 - I. The notification shall be made by telephone and email, and shall provide, to the extent known, the nature and character of the deployment, the location of the assembly point and the expected mobilization time.
- E. Upon receipt of a Deployment authorization, Team Members shall obtain specific authorization from his/her Participating Agency and confirm their availability to respond in support of the Deployment.
- F. Participating Agency understands and agrees that NJOEM retains the sole right to determine which Participating Agency Team Members, if any, will respond with the Team when deployed.
- G. Once deployed, the Team Incident Commander shall be responsible for the operational activities of the Team through Demobilization.
- H. Only the State Director of NJOEM (or designee) shall have the authority to demobilize the Team; however, individual Team Members may be demobilized at the request of a Participating Agency based on the operational needs of the Participating Agency and the safety and effectiveness of the Team.

VIII. FINANCIAL PROCEDURES

- A. In the event that expenses incurred by the Team are reimbursable by the Federal Government, another State, or other entity, NJOEM shall be responsible to obtain reimbursement.
- B. A Participating Agency may seek reimbursement through NJOEM for expenses incurred for personnel, or use of equipment, and/or vehicles for Team Activities and Deployments, including, but are not limited to base salary, overtime, travel, per diem costs, and backfilling expenses.
- C. A Participating Agency may only receive reimbursement upon receipt of supporting documentation of expenses within the incident-specific parameters set by NJOEM.

- D. Any reimbursement is subject to the availability and receipt of funds from the Federal Government, another State, or other entity.
- E. No Participating Agency or any Team Member shall be reimbursed for any costs incurred outside the scope of this Agreement.

IX. LIABILITY, INJURY, WORKERS' COMPENSATION

- A. Participating Agency Team members who are deployed may be afforded coverage for tort liability, injury and workers' compensation as are afforded under provisions of State law, including but not limited to, the New Jersey Tort Claims Act (NJTCA), N.J.S.A. 59:1-1, et seq., the Emergency Health Powers Act, N.J.S.A. 26:13-1, et seq., provisions of the Disaster Control Act, N.J.S.A. App. A:9-30, et seq., and provisions of the New Jersey Workers' Compensation Act, N.J.S.A. 34:15-43.

X. MEDIA AND INFORMATION POLICY

- A. All photographs and video taken on deployments will be kept under the control of NJOEM until use in internal or external education programs or other dissemination is approved by NJOEM.
- B. All applicable State and local media policies will be strictly enforced and followed.
- C. NJOEM will have the responsibility for coordination of media coverage and liaison with media sources and representatives concerning activities of the Team.
- D. All media inquiries made directly to Participating Agency shall be referred to NJOEM for response.

XI. EFFECT ON OTHER AUTHORITIES

- A. Nothing in this Agreement is intended to restrict the authority of either Party to act as permitted by law, or to restrict either Party from administering or enforcing any law. This Agreement should not be construed as limiting or impeding the basic spirit of cooperation that exists between the Parties.

XII. SEVERABILITY

- A. Nothing in this Agreement is intended to conflict with applicable State or federal laws or regulations or the directives of Attorney General of New Jersey, or either Party. If a provision of this Agreement is inconsistent with such authority, that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect. The Parties may renegotiate the terms affected by the severance.

XIII. NO PRIVATE RIGHTS CREATED

- A. This Agreement does not create any right or benefit, substantive or procedural, enforceable in law or in equity, against the State of New Jersey, or any state, against any department, agency, officer, employee of the State of New Jersey, or any state, against any entity, or any other person.

XIV. ENFORCEABILITY

- A. The Parties agree that this Agreement shall not be enforceable as a matter of law or equity in any court or dispute resolution forum. Additionally, the Parties agree that the conditions of this Agreement are not binding, and the sole remedy for non-performance under this Agreement shall be termination, with no damages or penalty available to any Party.

XV. NON-WAIVER

- A. The failure by either Party to insist on performance of any term or condition or to exercise any right or privilege included in this Agreement shall not constitute a waiver of same unless explicitly denominated in writing as a waiver and shall not in the future waive any such term or condition or any right or privilege. No waiver by a Party of any breach of any term of this Agreement shall constitute a waiver of any subsequent breach or breaches of such term.

XVI. MODIFICATION, AMENDMENT, TERM AND TERMINATION

- A. This Agreement may be modified or amended only with the written agreement of all of the Parties.
- B. This Agreement remains in effect unless terminated. This Agreement may be terminated by any party upon 30 days written notice, except that the Participating Agency cannot terminate this Agreement without the consent of NJOEM during any time period when the Team has been placed on Alert status or has been Activated, if the Alert or Activation affects Team Members of the Participating Agency.
- C. This Agreement constitutes the entire understanding and agreement of the parties on the subject matter addressed herein, and supersedes any prior negotiations, representations and agreements, whether written or oral.

XVII. COUNTERPARTS

- A. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SIGNATORIES

The terms of this Agreement have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions set forth on the preceding pages.

NEW JERSEY OFFICE OF EMERGENCY MANAGEMENT

Colonel Patrick J. Callahan
State Director

Date

DEPARTMENT OF LAW AND PUBLIC SAFETY

Gurbir S. Grewal
Attorney General of New Jersey

Date

PARTICIPATING AGENCY

Robert M. Damming, Jr.
Freeholder Director
County of Gloucester

Date

Approved as to form:

Participating Agency Counsel

Date

RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY AND THE COUNTY OF GLOUCESTER, FROM APRIL 18, 2019 TO APRIL 17, 2021

WHEREAS, the Gloucester County EMS has been recognized by the State of New Jersey pursuant to N.J.S.A.18A:6-95.1 as a local education agency qualifying it as a local unit to engage in agreements for shared services under N.J.S.A. 40A:65-3 and N.J.S.A. 40A:65-4a (1); and

WHEREAS, N.J.S.A. 40A:65-1 et seq. specifically authorizes counties and local government units to enter into agreements for shared services, and the GCIA qualifies as a local unit; and

WHEREAS, the Gloucester County Improvement Authority (“GCIA”) would like to participate in an EMT training program at Shady Lane Home and the Gloucester County EMS coordinates an EMT Training Academy that is able to provide students for training; and

WHEREAS, the Gloucester County EMT Training Academy, through Gloucester County EMS, will provide Shady Lane Home with EMT training students to “shadow” Shady Lane Nursing Staff as part of their training; and

WHEREAS, the term of this Agreement shall be from April 18, 2019 to April 17, 2021.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and Clerk of the Board to attest to a Shared Services Agreement and any other pertinent documents between the County and GCIA for the purposes set forth above, from April 18, 2019 to April 17, 2021.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 15, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**SHARED SERVICES AGREEMENT BETWEEN THE GLOUCESTER COUNTY
IMPROVEMENT AUTHORITY AND THE GLOUCESTER COUNTY EMS
EMERGENCY MEDICAL TRAINING ACADEMY**

This Uniform Shared Services Shared Agreement (“Shared Services Agreement”) dated this 18th day of April 2019, by and between the Gloucester County Improvement Authority, a body politic, with offices at 109 Budd Blvd, Woodbury, New Jersey, 08096 (hereinafter the “GCIA”) and the County of Gloucester, 2 South Broad Street, Woodbury, New Jersey, 08096 (hereinafter the “County”).

RECITALS

WHEREAS, the Gloucester County Emergency Medical Service (“EMS”) has been recognized by the State of New Jersey pursuant to N.J.S.A.18A:6-95.1 as a local education agency qualifying it as a local unit to engage in agreements for shared services under N.J.S.A. 40A:65-3 and N.J.S.A. 40A:65-4a (1); and

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

WHEREAS, the Gloucester County Improvement Authority (“GCIA”) would like to participate in an EMT training program at Shady Lane Home, which, the Gloucester County EMS coordinates an EMT Training Academy that is able to provide students for training.

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

AGREEMENT

A. DESCRIPTION OF CERTAIN SERVICES.

The Gloucester County EMS, which coordinates the EMT Training Academy, will provide Shady Lane Home with EMT training students to “shadow” Shady Lane Home Nursing Staff as part of their training.

B. DURATION OF AGREEMENT.

This Agreement shall be effective April 18th, 2019 and conclude on April 17th, 2021.

C. LIMITATION OF DELEGATION; INDEMNIFICATION; INSURANCE.

Neither the GCIA nor the EMS intends by this Shared Services Agreement to create any agency relationship other than that which may be specifically required by the Act for the limited purposed of the EMS utilizing the services in connection with the project described in this Shared Services Agreement.

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

D. COMPLIANCE WITH LAWS AND REGULATIONS.

The EMS and the GCIA agree that they will at their own cost and expense promptly comply with, and cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the Project described in this Shared Services Agreement; and to pay all legal assessments, taxes or public charges, either local, municipal, state or federal, which may be levied regarding the project.

E. NOTICES.

Any notices and demands required to be given hereunder, shall be given to the parties in writing, and by personal delivery, overnight mail, or regular mail, at the addresses herein set forth, or to such other address as the parties may hereafter substitute by written notice.

F. MISCELLANEOUS.

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
 2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the GCIA, the EMS, and its respective successors and assigns.
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3. **Severability**. In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.
 4. **Counterparts**. The Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
 5. **Entire Agreement**. This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
 6. **Further Assurances and Corrective Instruments**. The EMS and the GCIA shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments, as may reasonably be required for correcting any inadequate or incorrect description of the Project, or to correct any inconsistent or ambiguous term hereof.
 7. **Headings**. The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of the Shared Services Agreement.
 8. **Non-Waiver**. It is understood and agreed that nothing which is contained in the Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
 9. **Governing Law**. The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey, applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.
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G. EFFECTIVE DATE.

This Shared Services Agreement shall be effective as of the 18th day of April, 2019, which date shall be considered the commencement date of this agreement.

IN WITNESS WHEREOF, the GCI A has caused this Agreement to be signed by its Executive Director, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party passed for that purpose; and the County has caused this Agreement to be signed by its properly authorized representative, and its seal affixed hereto, pursuant to a Resolution of said party passed for that purpose.

ATTEST

**GLOUCESTER COUNTY
IMPROVEMENT AUTHORITY**

George Strachan, Executive Director

ATTEST

COUNTY OF GLOUCESTER

Laurie J. Burns, Clerk of the Board

Robert M. Damminger, Freeholder Director

D-3

**RESOLUTION AUTHORIZING MASTER AFFILIATION AGREEMENTS WITH
INSPIRA MEDICAL CENTER WOODBURY, INC. AND A MASTER TRAINING SITE
AGREEMENT WITH JEFFERSON HEALTH**

WHEREAS, the County of Gloucester, through Gloucester County Emergency Medical Service (“GCEMS”), operates an EMT Training Academy, which provides emergency medical services training and offers students enrolled in the Academy the education and training required to earn their certification; and

WHEREAS, Inspira Medical Center Woodbury, Inc. and Jefferson Health would like to enter into agreements with the County to provide observational field training experience to the students of the EMT Training Academy; and

WHEREAS, the County will enter into an agreement with Inspira Medical Center Woodbury, Inc. for use of its facilities to GCEMS and EMT Training Academy students for observational field training experience, for a period of one year, with the option to renew for additional one-year terms; and

WHEREAS, the County will enter into an agreement with Inspira Medical Center Woodbury, Inc. for use of County facilities and vehicles to Inspira EMT Students and Residents for observational training experience, for a period of one year, with the option to renew for additional one-year terms; and

WHEREAS, the County will enter into an agreement with Jefferson Health for use of its facilities as a training site for GCEMS and EMT Training Academy student, for a period of five years, with the option to renew for additional one-year terms.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and Clerk of the Board to attest to two (2) Master Affiliation Agreements with Inspira Medical Center Woodbury, Inc. and a Master Training Site Agreement with Jefferson Health for the purposes set forth above.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 15, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

MASTER AFFILIATION AGREEMENT

THIS MASTER AFFILIATION AGREEMENT (this "Agreement") is made on the date last signed below ("Effective Date") by and between **Inspira Medical Centers, Inc.**, on behalf of itself and its affiliate, **Inspira Medical Center Woodbury, Inc.**, each of which is a New Jersey nonprofit corporation ("Inspira"), and **County of Gloucester, Gloucester County Emergency Medical Service ("EMS")**.

A. EMS is an agency of Gloucester County that is committed to providing efficient and professional emergency medical service to the residents and visitors of the County of Gloucester.

B. Inspira trains and educates students ("EMT Students") in its Basic Emergency Medical Technician program (the "EMT Program"), which requires its EMT Students to obtain observational field training experience ("Field Experience").

C. Inspira is the sponsoring institution for approved medical residency programs (as defined at 42 C.F.R. § 413.75(b)) in a variety of health disciplines, including doctor of medicine and doctor of osteopathic medicine (collectively, the "Residency Program"), and, in connection therewith, provides training to residents and fellows formally accepted, enrolled, and participating in the Residency Program in order to become certified by the appropriate specialty board (collectively, the "Residents").

D. Inspira is the primary provider training site for the Residency Program and its Residents, and is the employer of each such Resident;

E. Inspira has determined that the Residents would benefit from additional clinical experience in an emergency medical service setting to supplement the Residents' training ("EMS Experience").

F. Inspira desires to have EMT Students and Residents (collectively, the "Students") receive Field Experience and EMS Experience (collectively, "Clinical Experience") at EMS, and EMS desires to partner with Inspira and make its facilities and vehicles available to Inspira and Students for the Programs identified and described on Exhibit A, which may be amended by the parties from time to time.

G. The parties wish to define their respective responsibilities in the planning and implementation of the Clinical Experience portion of the Programs.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties, each intending to be legally bound hereby, agree as follows:

1. **Responsibilities of EMS.**

1.1 **Responsibilities.** EMS shall be responsible for the following:

(a) To supervise Students during the Clinical Experience by allowing Students to observe direct and indirect care of patients, interdisciplinary collaboration, staff conferences, in-service, and such other learning experiences with respect to the Programs identified in Exhibit A, which may updated and replaced from time to time;

(b) To provide Inspira a copy of all policies, procedures, and manuals, as amended, which are relevant to this Agreement (the "Policies");

(c) To allow Students and Inspira's faculty members ("Faculty Members") to have access to clinical facilities of EMS that are mutually agreed upon for each Program ("Facilities"),

library, and cafeteria, at their own expense. Students may not have access to the Facilities for any reason other than for the Clinical Experience unless permission has been obtained in advance from appropriate EMS personnel;

- (d) To provide an orientation as to the relevant Facility(ies) and EMS's Policies;
- (e) To provide space for Students, to the extent EMS is able to, for classes; and
- (f) To allow accrediting agency visits.

1.2 Medical Treatment of Students. EMS will assume no responsibility for the medical treatment of Students, with the exception of first aid required while on any of EMS's premises. However, EMS will provide access to emergency medical care to Students who become ill or injured while on any of EMS's premises, if available at such Facility. Students are responsible for their respective health care costs if medical care or treatment is necessary. If a Student is exposed to blood or body fluids during the Clinical Experience, EMS will follow its standard practices, and shall provide the exposed Student the same counseling, testing, and immediate medication as it does for its own employees, at the expense of the Student.

1.3 Patient Care. EMS shall provide supervision of all patient care activities and will have sole responsibility and control over all aspects of patient care.

1.4 Insurance. EMS will maintain (a) general liability insurance with minimum limits of \$1,000,000 per occurrence and \$1,000,000 annual aggregate, (b) professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$1,000,000 annual aggregate protecting itself, its employees, and agents, and (c) automobile liability coverage for owned and non-owned vehicles in an amount not less than \$1,000,000 combined single limit, with an ambulance liability limit of \$2,000,000, including a limit of liability for uninsured and under-insured motorist in the amount of \$100,000 per incident. EMS will provide certificate(s) of insurance evidencing such coverage upon request. EMS is prohibited from accepting service of legal papers on behalf of Inspira, its agents or any of its insureds.

2. Responsibilities of Inspira.

2.1 Responsibilities. Inspira shall be responsible for the following:

- (a) To plan and administer the educational programs for the Students, including that portion of the Program that relates to Clinical Experience;
- (b) To prepare Students through classroom instruction for Clinical Experience;
- (c) To determine the schedule of student assignments and to only assign Students who have satisfactorily completed the academic portion of the Program. Inspira will assume the responsibility for coordinating the clinical placement of Students. The number of Students in each clinical placement shall be subject to the approval of EMS;
- (d) To establish the clinical education objectives of each Clinical Experience and to communicate the same to the appropriate EMS staff. Inspira shall provide Faculty Members who will plan and evaluate the Program, in conjunction with EMS staff;
- (e) To advise Students and Faculty Members of their responsibility for complying with the applicable policies, procedures, and standards of the relevant department and/or Facility,

including compliance with the Centers for Medicare & Medicaid Services' Conditions of Participation/NIAHO accreditation standards as surveyed by DNV Healthcare, as well as EMS's Policies. All Students and Faculty Members shall wear name tags identifying them by their status and Inspira.

2.2 Physical Examinations and Background Checks. Prior to the first day of each Student's Clinical Experience:

(a) Inspira will provide, or will cause the Student to provide, to EMS evidence of the following: (i) Negative TST (tuberculin skin test) within one year prior to the Student's first day of Clinical Experience; (ii) Rubella Titer/ Vaccine; (iii) Rubeola Titer/Vaccine; (iv) Varicella Titer/Vaccine; and (v) Influenza Vaccine (seasonal). The release of any such records shall be governed by and be in accordance with HIPAA (as defined herein) and any other applicable federal or state laws governing the protection of health information.

(b) Inspira will provide, or will cause the Student to provide, a copy of the Student's criminal background check. Such criminal background check shall have been performed within one year prior to a Student's first day of Clinical Experience.

(c) Inspira shall confirm and represent to EMS that Students are not listed on the Office of the Inspector General's List of Excluded Individuals/Entities or the General Services Administration's Excluded Parties List.

2.3 Confidential Information. Inspira shall advise Students and Faculty Members that, during their participation in the Clinical Experience at EMS, they may have access to information and documents, including data, educational materials, medical records, materials relating to business, protocols, guidelines, pricing, strategies, compensation levels, financial information, trade secrets, and technology regarding or concerning EMS (collectively, the "Confidential Information"). Inspira agrees that it shall advise and educate Students and Faculty Members on their obligation to maintain all Confidential Information in strict confidence at all times during the course and after the termination of this Agreement and to neither use nor disclose any Confidential Information to which they have access, other than as expressly permitted by EMS. At the expiration or termination of a Student's or Faculty Member's Clinical Experience at EMS or of this Agreement, Inspira agrees that it will advise Students and Faculty Members to return or destroy all written or otherwise Confidential Information in accordance with EMS's instructions.

2.4 Records. Inspira shall maintain all educational records and reports relating to Students participating in Clinical Experiences at EMS, including records prepared by EMS. EMS will refer all requests for information respecting such records to Inspira.

2.5 Insurance. Inspira will maintain Professional Liability insurance coverage in an amount not less than One Million Dollar (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) in the aggregate, or in amounts statutorily required by the State of New Jersey, and Commercial General Liability coverage including bodily injury liability including death, property damage liability, personal injury liability and contractual liability in an amount not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate. Upon request of EMS, Inspira shall supply certificates of insurance evidencing such coverage. Inspira is prohibited from accepting service of legal papers on behalf of EMS, its agents or any of its insureds. Students will be covered according to these policies.

3. Mutual Responsibilities.

3.1 **Responsibilities.** The parties agree that they will: (a) collaborate in the development of schedules and assignments for the Students; (b) implement coordinated planning and evaluation of the affiliation through ongoing communication between the parties; and (c) make no distinction among Students covered by this Agreement, on the basis of race, age, creed, marital status, religion, sex, national origin, handicap, sexual preference, or any other protected class.

3.2 **Disclaimer.** Neither party is liable for the actions or omissions of the other party. EMS is not liable for any actions of any Student who goes beyond the role of a Student as contemplated and set forth in this Agreement; thus, Inspira acknowledges and agrees that the insurance carried by Inspira under Section 2.5 shall cover any such Student's actions.

3.2 **HIPAA.** Inspira shall ensure that all Students and Faculty Members will receive education and training regarding the privacy rules of the Health Insurance Portability and Accountability Act of 1996, as amended ("**HIPAA**") prior to starting the Clinical Experience at EMS. Inspira will present proof of such training to EMS upon request. Students and Faculty Members shall be subject to EMS's Policies governing the use and disclosure of protected health information as defined under HIPAA.

3.3 **Dismissal; Removal.** The dismissal of a Student for academic or disciplinary reasons will be the responsibility of Inspira; however, EMS reserves the right in its sole and absolute discretion to refuse entry to, or remove from any Facility, any Student or Faculty Member who does not meet the professional standards of EMS or any appropriate authority controlling and directing EMS, or who fails to comply with EMS's Policies, or who in the sole and absolute determination of EMS fails to conduct himself/herself in a proper, orderly fashion, so as not to disrupt or interfere with the operation of the applicable Facility or the provision of care to patients. No due process, hearings, or warnings will be afforded to any Student or Faculty Member refused entry or removed from any Facility. If such refusal or removal takes place, EMS will notify Inspira in writing within twenty-four (24) hours. The parties will determine jointly when and if a Student who has been refused or removed should be permitted to return.

3.4 **Marketing.** No party shall use the other party's name or logo in any descriptive or promotional literature or communication of any kind without the other party's prior written approval.

3.5 **Survival.** Sections 1.4, 2.3, 2.4, 2.5, 3.2 and 3.3 shall survive expiration or termination of this Agreement.

4. Term and Termination.

4.1 This Agreement shall commence as of the Effective Date and continue for a period of one (1) year. Thereafter, this Agreement shall automatically renew for additional one-year terms, unless terminated as provided in Section 4.2.

4.2 This Agreement may be terminated by either party upon the breach of the other party if the breaching party fails to correct the breach within fifteen (15) days of receipt of notice specifying that a breach has occurred. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days' written notice to the other party; provided, however, that if EMS terminates this Agreement without cause, then such termination shall not become effective until all Clinical Experiences at EMS in effect at the time of notice have concluded.

5. **Status.** No Student, Faculty Member, agent, servant or employee of Inspira shall, for any purpose, be deemed a servant, agent, or employee of EMS. It is further understood that Students assigned to EMS are not entitled to, nor expect any, compensation and that participation in the Program at EMS is gratuitous

and voluntary. EMS shall not be responsible for any workers' compensation, unemployment, disability, or similar benefits for such individuals.

6. General Provisions.

6.1 Entire Agreement. This Agreement contains the parties' entire understanding and agreement on its subject matter. Any oral or written agreements or understandings are superseded hereby.

6.2 Compliance with Laws. The parties agree to perform their respective obligations hereunder in compliance with all applicable federal, state, and local laws and standards.

6.3 Amendments. This Agreement may be amended only in writing and signed by representatives of both parties. Additional terms specific to each Program shall be detailed in writing and included in Exhibit A to this Agreement.

6.4 Notices. Any notice to be provided under the terms of this Agreement shall be sent by certified or registered mail or by national overnight delivery service to the following as well as the contacts for each Program set forth on Exhibit A:

<p><u>If to Inspira:</u></p> <p>Inspira Medical Centers, Inc. 2950 College Drive, Suite 1E Vineland, NJ 08360 Attn: Emily Turnure</p> <p>Inspira Medical Center Woodbury, Inc. 509 N. Broad Street Woodbury, NJ 08096 Attn: Emily Turnure</p> <p>With a copy to: Inspira Health 165 Bridgeton Pike Mullica Hill, NJ 08062 Attn: General Counsel</p>	<p><u>If to EMS:</u></p> <p>Andy Lovell; NJ MICP, NREMT/P Chief - Gloucester County EMS EMS Coordinator – County of Gloucester 1200 North Delsea Drive Bldg B Clayton, NJ 08312</p>
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6.5 Choice of Law. This Agreement shall be interpreted and controlled by the laws of the State of New Jersey, without regard to its conflict of law provisions.

6.6 Assignment. This Agreement and the rights and obligations arising under it may not be assigned without the written consent of both parties.

6.7 Counterparts. This Agreement may be executed in any number of counterparts, and by facsimile or electronic signature, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Master Affiliation Agreement to be executed by their duly authorized representatives as of the Effective Date.

INSPIRA:

COUNTY OF GLOUCESTER:

By: _____
M. Todd Way
Executive Vice President

By: _____
Robert M. Damming
Freeholder Director

Date: _____

Date: _____

EXHIBIT A

THE PROGRAMS

In the event of a conflict between the terms/obligations of a Clinical Education Program as set forth on this Exhibit A and the Agreement, the terms of the Program shall prevail with respect to that Program.

1.	Clinical Education Program:	Emergency Medical Technician Observation Program
	Facility or Facilities:	Gloucester County Emergency Medical Service
	EMS Contact for Program:	Name: Andy Lovell; NJ MICP, NREMT/P
		Title: Chief - Gloucester County EMS EMS Coordinator – County of Gloucester
		Phone: 856-307-7120
		Email: alovell@co.gloucester.nj.us
	Inspira Contact for Program:	Name: Mark Chapman
		Title: EMS Academy Manager
		Phone: 856-854-1000 x60513
		Email: ChapmanM@ihn.org
	Additional Obligations of Either Party:	<ul style="list-style-type: none"> ▪ The parties shall conduct an annual joint evaluation of the effective of the Clinical Experience, with input from the EMS Students. ▪ The Clinical Experience is limited to a total of no more than 12 hours per EMS Student. ▪ No more than one EMS Student will be assigned to any one unit. ▪ No EMS Student will be permitted to observe before 7:00 am or after 11:59 pm. ▪ EMS will provide Inspira with a list of available dates and times and units, Inspira will complete the scheduling process and return it to EMS for approval. ▪ EMS Students will be required to complete a hold harmless agreement and authorization for observation from and the EMS Student will present these forms to the EMS duty crew at the start of the observation period. ▪ EMS Students will be permitted to only perform basic life support skills and observe the interactions between the EMS crew and the patient. At no time will an EMS Student be permitted to perform any Advance Life Support skill. ▪ EMS Students will wear a white shirt and black or navy-blue pants without visible writing or graphics, dark shoes or boots will be worn, during cold weather a dark jacket without writing will be worn.

2.	Clinical Education Program:	Emergency Medicine Program (Residents)
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Facility or Facilities:		Gloucester County Emergency Medical Service	
EMS Contact for Program:	Name:	Andy Lovell; NJ MICP, NREMT/P	
	Title:	Chief - Gloucester County EMS EMS Coordinator – County of Gloucester	
	Phone:	856-307-7120	
	Email:	alovell@co.gloucester.nj.us	
Inspira Contact for Program:	Name:	Mark Chapman	
	Title:	EMS Academy Manager	
	Phone:	856-854-1000 x60513	
	Email:	ChapmanM@ihn.org	
Additional Obligations of Either Party:		[Waiting for comment from GME Office]	

MASTER AFFILIATION AGREEMENT

THIS MASTER AFFILIATION AGREEMENT (this "Agreement") is made on the date last signed below ("Effective Date") by and between **Inspira Medical Center Woodbury, Inc.**, a New Jersey nonprofit corporation, a New Jersey nonprofit corporation ("Inspira"), and **County of Gloucester, Gloucester County Emergency Medical Service** ("EMS").

A. EMS is an agency of Gloucester County that is committed to providing efficient and professional emergency medical service to the residents and visitors of the County of Gloucester.

B. EMS trains and educates students ("Students") in its Basic Emergency Medical Technician program (the "Program"), which requires its to obtain observational field training experience ("Clinical Experience").

C. EMS desires to have Students receive Clinical Experience at Inspira, and Inspira desires to partner with EMS and make its facilities available to EMS and Students for the Program identified and described on Exhibit A, which may be amended by the parties from time to time.

D. The parties wish to define their respective responsibilities in the planning and implementation of the Clinical Experience portion of the Program.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties, each intending to be legally bound hereby, agree as follows:

1. Responsibilities of Inspira.

1.1 Responsibilities. Inspira shall be responsible for the following:

(a) To supervise Students during the Clinical Experience by allowing Students to observe direct and indirect care of patients, interdisciplinary collaboration, staff conferences, in-service, and such other learning experiences with respect to the Program identified in Exhibit A, which may updated and replaced from time to time;

(b) To provide EMS a copy of all policies, procedures, and manuals, as amended, which are relevant to this Agreement (the "Policies");

(c) To allow Students and EMS's faculty members ("Faculty Members") to have access to clinical facilities of Inspira that are mutually agreed upon for each Program ("Facilities"), library, and cafeteria, at their own expense. Students may not have access to the Facilities for any reason other than for the Clinical Experience unless permission has been obtained in advance from appropriate Inspira personnel;

(d) To provide an orientation as to the relevant Facility(ies) and Inspira's Policies;

(e) To provide space for Students, to the extent Inspira is able to, for classes; and

(f) To allow accrediting agency visits.

1.2 Medical Treatment of Students. Inspira will assume no responsibility for the medical treatment of Students, with the exception of first aid required while on any of Inspira's premises. However, Inspira will provide access to emergency medical care to Students who become ill or injured while on any

of Inspira's premises, if available at such Facility. Students are responsible for their respective health care costs if medical care or treatment is necessary. If a Student is exposed to blood or body fluids during the Clinical Experience, Inspira will follow its standard practices, and shall provide the exposed Student the same counseling, testing, and immediate medication as it does for its own employees, at the expense of the Student.

1.3 Patient Care. Inspira shall provide supervision of all patient care activities and will have sole responsibility and control over all aspects of patient care.

1.4 Insurance. Inspira will maintain (a) general liability insurance with minimum limits of \$1,000,000 per occurrence and \$1,000,000 annual aggregate, (b) professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate protecting itself, its employees, and agents, and (c) automobile liability coverage for owned and non-owned vehicles in an amount not less than \$1,000,000 combined single limit, with an ambulance liability limit of \$2,000,000, including a limit of liability for uninsured and under-insured motorist in the amount of \$100,000 per incident. Inspira will provide certificate(s) of insurance evidencing such coverage upon request. Inspira is prohibited from accepting service of legal papers on behalf of EMS, its agents or any of its insureds.

2. Responsibilities of EMS.

2.1 Responsibilities. EMS shall be responsible for the following:

(a) To plan and administer the educational programs for the Students, including that portion of the Program that relates to Clinical Experience;

(b) To prepare Students through classroom instruction for Clinical Experience;

(c) To determine the schedule of student assignments and to only assign Students who have satisfactorily completed the academic portion of the Program. EMS will assume the responsibility for coordinating the clinical placement of Students. The number of Students in each clinical placement shall be subject to the approval of Inspira;

(d) To establish the clinical education objectives of each Clinical Experience and to communicate the same to the appropriate Inspira staff. EMS shall provide Faculty Members who will plan and evaluate the Program, in conjunction with Inspira staff;

(e) To advise Students and Faculty Members of their responsibility for complying with the applicable policies, procedures, and standards of the relevant department and/or Facility, including compliance with the Centers for Medicare & Medicaid Services' Conditions of Participation/NIAHO accreditation standards as surveyed by DNV Healthcare, as well as Inspira's Policies. All Students and Faculty Members shall wear name tags identifying them by their status and EMS.

2.2 Physical Examinations and Background Checks. Prior to the first day of each Student's Clinical Experience:

(a) EMS will provide, or will cause the Student to provide, to Inspira evidence of the following: (i) Negative TST (tuberculin skin test) within one year prior to the Student's first day of Clinical Experience; (ii) Rubella Titer/ Vaccine; (iii) Rubeola Titer/Vaccine; (iv) Varicella Titer/Vaccine; and (v) Influenza Vaccine (seasonal). The release of any such records shall be governed by and be in accordance with HIPAA (as defined herein) and any other applicable federal

or state laws governing the protection of health information.

(b) EMS will provide, or will cause the Student to provide, a copy of the Student's criminal background check. Such criminal background check shall have been performed within one year prior to a Student's first day of Clinical Experience.

(c) EMS shall confirm and represent to Inspira that Students are not listed on the Office of the Inspector General's List of Excluded Individuals/Entities or the General Services Administration's Excluded Parties List.

2.3 Confidential Information. EMS shall advise Students and Faculty Members that, during their participation in the Clinical Experience at Inspira, they may have access to information and documents, including data, educational materials, medical records, materials relating to business, protocols, guidelines, pricing, strategies, compensation levels, financial information, trade secrets, and technology regarding or concerning Inspira (collectively, the "Confidential Information"). EMS agrees that it shall advise and educate Students and Faculty Members on their obligation to maintain all Confidential Information in strict confidence at all times during the course and after the termination of this Agreement and to neither use nor disclose any Confidential Information to which they have access, other than as expressly permitted by Inspira. At the expiration or termination of a Student's or Faculty Member's Clinical Experience at Inspira or of this Agreement, EMS agrees that it will advise Students and Faculty Members to return or destroy all written or otherwise Confidential Information in accordance with Inspira's instructions.

2.4 Records. EMS shall maintain all educational records and reports relating to Students participating in Clinical Experiences at Inspira, including records prepared by Inspira. Inspira will refer all requests for information respecting such records to EMS.

2.5 Insurance. EMS will maintain Professional Liability insurance coverage in an amount not less than One Million Dollar (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate, or in amounts statutorily required by the State of New Jersey, and Commercial General Liability coverage including bodily injury liability including death, property damage liability, personal injury liability and contractual liability in an amount not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate. Upon request of Inspira, EMS shall supply certificates of insurance evidencing such coverage. EMS is prohibited from accepting service of legal papers on behalf of Inspira, its agents or any of its insureds. EMS students will be covered according to these policies.

3. Mutual Responsibilities.

3.1 Responsibilities. The parties agree that they will: (a) collaborate in the development of schedules and assignments for the Students; (b) implement coordinated planning and evaluation of the affiliation through ongoing communication between the parties; and (c) make no distinction among Students covered by this Agreement, on the basis of race, age, creed, marital status, religion, sex, national origin, handicap, sexual preference, or any other protected class.

3.2 Disclaimer. Neither party is liable for the actions or omissions of the other party. Inspira is not liable for any actions of any Student who goes beyond the role of a Student as contemplated and set forth in this Agreement; thus, EMS acknowledges and agrees that the insurance carried by EMS under Section 2.5 shall cover any such Student's actions.

3.2 HIPAA. EMS shall ensure that all Students and Faculty Members will receive education and training regarding the privacy rules of the Health Insurance Portability and Accountability Act of 1996,

as amended ("HIPAA") prior to starting the Clinical Experience at Inspira. EMS will present proof of such training to Inspira upon request. Students and Faculty Members shall be subject to Inspira's Policies governing the use and disclosure of protected health information as defined under HIPAA.

3.3 Dismissal; Removal. The dismissal of a Student for academic or disciplinary reasons will be the responsibility of EMS; however, Inspira reserves the right in its sole and absolute discretion to refuse entry to, or remove from any Facility, any Student or Faculty Member who does not meet the professional standards of Inspira or any appropriate authority controlling and directing Inspira, or who fails to comply with Inspira's Policies, or who in the sole and absolute determination of Inspira fails to conduct himself/herself in a proper, orderly fashion, so as not to disrupt or interfere with the operation of the applicable Facility or the provision of care to patients. No due process, hearings, or warnings will be afforded to any Student or Faculty Member refused entry or removed from any Facility. If such refusal or removal takes place, Inspira will notify EMS in writing within twenty-four (24) hours. The parties will determine jointly when and if a Student who has been refused or removed should be permitted to return.

3.4 Marketing. No party shall use the other party's name or logo in any descriptive or promotional literature or communication of any kind without the other party's prior written approval.

3.5 Survival. Sections 1.4, 2.3, 2.4, 2.5, 3.2 and 3.3 shall survive expiration or termination of this Agreement.

4. Term and Termination.

4.1 This Agreement shall commence as of the Effective Date and continue for a period of one (1) year. Thereafter, this Agreement shall automatically renew for additional one-year terms, unless terminated as provided in Section 4.2.

4.2 This Agreement may be terminated by either party upon the breach of the other party if the breaching party fails to correct the breach within fifteen (15) days of receipt of notice specifying that a breach has occurred. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days' written notice to the other party; provided, however, that if Inspira terminates this Agreement without cause, then such termination shall not become effective until all Clinical Experiences at Inspira in effect at the time of notice have concluded.

5. Status. No Student, Faculty Member, agent, servant or employee of EMS shall, for any purpose, be deemed a servant, agent, or employee of Inspira. It is further understood that Students assigned to Inspira are not entitled to, nor expect any, compensation and that participation in the Program at Inspira is gratuitous and voluntary. Inspira shall not be responsible for any workers' compensation, unemployment, disability, or similar benefits for such individuals.

6. General Provisions.

6.1 Entire Agreement. This Agreement contains the parties' entire understanding and agreement on its subject matter. Any oral or written agreements or understandings are superseded hereby.

6.2 Compliance with Laws. The parties agree to perform their respective obligations hereunder in compliance with all applicable federal, state, and local laws and standards.

6.3 Amendments. This Agreement may be amended only in writing and signed by representatives of both parties. Additional terms specific to each Program shall be detailed in writing and included in Exhibit A to this Agreement.

6.4 Notices. Any notice to be provided under the terms of this Agreement shall be sent by certified or registered mail or by national overnight delivery service to the following as well as the contacts for each Program set forth on Exhibit A:

<p><u>If to Inspira:</u></p> <p>Inspira Medical Center Woodbury, Inc. 2950 College Drive, Suite 1E Vineland, NJ 08360 Attn: Emily Turnure</p> <p>With a copy to: Inspira Health 165 Bridgeton Pike Mullica Hill, NJ 08062 Attn: General Counsel</p>	<p><u>If to EMS:</u></p> <p>Andy Lovell; NJ MICP, NREMT/P Chief - Gloucester County EMS EMS Coordinator – County of Gloucester 1200 North Delsea Drive Bldg B Clayton, NJ 08312</p>
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6.5 Choice of Law. This Agreement shall be interpreted and controlled by the laws of the State of New Jersey, without regard to its conflict of law provisions.

6.6 Assignment. This Agreement and the rights and obligations arising under it may not be assigned without the written consent of both parties.

6.7 Counterparts. This Agreement may be executed in any number of counterparts, and by facsimile or electronic signature, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Master Affiliation Agreement to be executed by their duly authorized representatives as of the Effective Date.

INSPIRA:

COUNTY OF GLOUCESTER:

By: _____
 M. Todd Way
 Executive Vice President

By: _____
 Robert M. Damminger
 Freeholder Director

Date: _____

Date: _____

EXHIBIT A

THE PROGRAM

In the event of a conflict between the terms/obligations of a Clinical Education Program as set forth on this Exhibit A and the Agreement, the terms of the Program shall prevail with respect to that Program.

1.	Clinical Education Program:	Emergency Medical Technician Observation Program
	Inspira Facility or Facilities:	Inspira Medical Center Woodbury Ground Transportation Department
	EMS Contact for Program:	Name: Andy Lovell; NJ MICP, NREMT/P
		Title: Chief - Gloucester County EMS EMS Coordinator – County of Gloucester
		Phone: 856-307-7120
		Email: alovell@co.gloucester.nj.us
	Inspira Contact for Program:	Name: Mark Chapman
		Title: EMS Academy Manager
		Phone: 856-854-1000 x60513
		Email: ChapmanM@ihn.org
	Additional Obligations of Either Party:	<ul style="list-style-type: none"> ▪ The parties shall conduct an annual joint evaluation of the effective of the Clinical Experience, with input from the Students. ▪ The Clinical Experience is limited to a total of no more than 12 hours per Student. ▪ No more than one Student will be assigned to any one unit. ▪ No Student will be permitted to observe before 7:00 am or after 11:59 pm. ▪ Inspira will provide EMS with a list of available dates and times and units, EMS will complete the scheduling process and return it to Inspira for approval. ▪ Students will be required to complete a hold harmless agreement and authorization for observation from and the Student will present these forms to the Inspira duty crew at the start of the observation period. ▪ Students will be permitted to only perform basic life support skills and observe the interactions between the Inspira crew and the patient. At no time will a Student be permitted to perform any Advance Life Support skill. ▪ Students will wear a white shirt and black or navy-blue pants without visible writing or graphics, dark shoes or boots will be worn, during cold weather a dark jacket without writing will be worn.

MASTER TRAINING SITE AGREEMENT

This Master Training Site Agreement ("Agreement") is entered into this ___ day of March _____ 2019 (the "Effective Date") by and between JEFFERSON HEALTH ("Jefferson") and GLOUCESTER COUNTY, NEW JERSEY ("County"). (Jefferson and County may also hereinafter be referred to singly as a "Party" and collectively as "Parties").

RECITALS

WHEREAS, County operates the Gloucester County EMS EMT Training Academy, which provides emergency medical services training (the "Program") and offers to its students enrolled in the Program ("Students") the education and training required to earn their certification; and

WHEREAS, County requires its Students to participate in clinical learning experiences that will provide Students with the opportunity to participate in clinical learning through observation necessary to their Program ("Clinical Experience(s)"); and

WHEREAS, Jefferson operates clinical facilities and agrees to make its facilities available as a training site to County Faculty and Students for the Program as more fully described in Program Agreements required under section 1 below; and

WHEREAS, Jefferson and County desire to establish a relationship whereby Students participate in Clinical Experiences at Jefferson subject to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereto, each intending to be legally bound hereby, agree as follows:

1. **Scope of Agreement.** Jefferson shall make its facility available as a training site to County Faculty and Students enrolled in the Programs that are identified and set forth in individual Program Agreements in the form provided in Exhibit A, which is attached hereto and incorporated herein. A Program Agreement may be entered into any time during the Agreement Term. Each Program Agreement shall be numbered consecutively beginning with Program Agreement #1. Each Program Agreement, together with the terms of this Agreement, is a separate contract that is effective as of the effective date set forth in the Program Agreement. Each Program Agreement shall be subject to the terms of this Agreement and in the event of a conflict between the terms of this Agreement and the Program Agreement, this Agreement shall control unless expressly stated otherwise in the Program Agreement.

2. **Term and Termination.**

2.1 **Agreement Term and Termination.** This Agreement shall commence on the Effective Date set forth above and shall remain in effect for a period of five (5) years from the Effective Date. Thereafter, this Agreement shall automatically renew for successive one (1) year terms unless terminated as provided herein. Either Party may terminate this Agreement at any time upon at least ninety (90) days' prior written notice. The Agreement may also be terminated at any time by mutual consent of the Parties.

2.2 **Program Agreement Term and Termination.** Each Program Agreement shall commence on the effective date set forth in the Program Agreement and shall remain in effect during the term of this Agreement. Either Party may terminate a Program Agreement at any time upon at least ninety (90) days' prior written notice. The Program Agreement may also be terminated at any time by mutual consent of the Parties. The termination of any Program Agreement shall not affect this Agreement, which shall remain effective. In the event the Agreement is terminated or expires, the Program Agreements in effect shall automatically terminate on the Agreement termination or expiration date.

2.3 **Effect of Termination.** Any Student participating in a Clinical Experience under a Program Agreement at the time of termination of this Agreement or the Program Agreement shall be permitted to complete such Clinical Experience under the terms and conditions set forth herein. Any provision of this Agreement that

expressly states or by its nature and intent remains valid after termination or expiration will survive termination or expiration of the Agreement.

3. **Responsibilities of County.**

3.1 **Administration of the Program.** County shall be responsible for decisions regarding the administration of the overall educational program, including Student selection, programming, curriculum content, Faculty appointments and the requirements for matriculation, promotion and graduation. County shall establish the Clinical Experience objectives, devise methods for their implementation and evaluate their effectiveness.

3.2 **Students and Faculty Assigned.** County shall assign only those Students who have satisfactorily completed the required course of study for the current Clinical Experience, including the appropriate preparation through clinical and laboratory practice. In the event a Faculty member of County is on-site at Jefferson during the Clinical Experience, such Faculty shall be duly licensed, certified or otherwise qualified to participate in the Clinical Experience at Jefferson and be subject to the provisions of this Agreement. County shall have specially designated Faculty for the supervision of Students at Jefferson, when specified in a Program Agreement, as appropriate.

3.3 **Health and Ability Clearance.** As more fully specified in each Program Agreement, County shall maintain satisfactory evidence that each Student and Faculty is free from infectious diseases and evidence that each Student has received immunization against the more common communicable diseases (including Rubella and Tuberculosis). A list of the specific immunizations, screenings and vaccinations that are required shall be set forth in Addendum A to each Program Agreement. If applicable, Students will have completed Infection Control and Universal Precautions training prior to arriving at Jefferson. When specified in a Program Agreement, County shall ensure that Students assigned to Jefferson are certified in Basic Cardiac Life Support and Advanced Cardiac Life Support and, upon request, provide evidence of the same to Jefferson.

3.4 **Schedule.** County shall be responsible for determining the schedule of Student Clinical Experience assignments. Such schedules and assignments shall be developed by assigned Faculty. County will submit to Jefferson its planned schedule of Student assignments. Jefferson and County shall agree upon the number of Students to be assigned to Jefferson, which shall be specified in the relevant Program Agreement.

3.5 **Discipline.** County shall have full responsibility for conducting any Student disciplinary proceedings in accordance with its own rules and regulations. Notwithstanding the above, any Student or Faculty at Jefferson who fails to abide by the practices, rules, policies or procedures of Jefferson or in any way threatens to impair the delivery of health care services to Jefferson's patients may be terminated from participation in the Clinical Experience. In the event that Jefferson desires to terminate the participation of a Student or Faculty, Jefferson shall immediately contact the County Program Contact Person set forth in the applicable Program Agreement to discuss the appropriate action. The Student or Faculty member may return to the affiliation site when and if the problem is resolved to the mutual satisfaction of the Jefferson and the County.

3.6 **Educational Records.** County shall maintain all educational records and reports relating to the participation by Students at Jefferson in accordance with its own requirements. In the event of pending litigation involving such records, those records shall be maintained until a resolution of the legal action is reached. Jefferson will refer all requests for information respecting such records to County.

4. **Responsibilities of Jefferson.**

4.1 **Clinical Experience.** Jefferson shall provide Students with learning experiences to include practice and/or observation, interdisciplinary collaboration, rounds, staff conferences, inservices, as well as special lectures and similar activities or such other learning experiences, and designed to meet the program objectives, as identified in its individual Program Agreement.

4.2 **Supervision and Patient Care.** Jefferson shall provide supervision of all patient care activities, including direct and indirect patient care, except as otherwise agreed upon in writing by County. Jefferson shall have full responsibility and authority over its administration and patient care.

4.3 **Safety and Emergency Medical Treatment.** Jefferson agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a Student requires emergency medical treatment due to the exposure to an infectious or environmental hazard, an occupational injury (such as a needle stick) or otherwise while on site at Jefferson, Jefferson, upon notice of such incident from the Student, will provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by Jefferson's emergency department or provide other appropriate care as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that Jefferson does not have the resources to provide such emergency care, Jefferson will refer such Student to the nearest emergency department. Any care Jefferson provides Student under this section shall be at a fee no greater than customarily charged to the general public. Student shall be solely responsible for the costs of such emergency care.

4.4 **Access to Jefferson.** Jefferson shall allow Students and Faculty to have access to Jefferson's cafeteria, library, and conference rooms during the term of this Agreement and only in connection with the Clinical Experience. Jefferson shall permit the use of available instructional materials and supplies in connection with the Clinical Experience.

5. **Rules and Regulations.** County shall require each Student and Faculty to be aware of Jefferson's and County's standards, practices, rules policies and procedures and of their responsibility for complying with the same. Jefferson shall provide to County copies of all policies, procedures, and manuals, as amended, which are relevant to a Program Agreement and advise Students and Faculty of the same. Any special requirements shall be specified in the Program Agreement, including requirements, if applicable, of Jefferson to provide an orientation to Students and Faculty.

6. **Patient Confidentiality.** Jefferson and County acknowledge that Jefferson is a covered entity as defined in the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). To the extent that County Students and Faculty have access to protected health information ("PHI"), as such is defined under HIPAA, due to their participation in the Clinical Experience at Jefferson, it is agreed that for HIPAA compliance purposes only such Students and Faculty are deemed to be part of Jefferson's "workforce" and involved in Jefferson's "healthcare operations," as such terms are defined under HIPAA. County's Students and Faculty shall be subject to Jefferson's policies and procedures governing the use and disclosure of PHI. The Parties further agree that Jefferson's responsibilities related to the Clinical Experiences contemplated by this Agreement do not constitute a business associate relationship under HIPAA.

7. **Relationship of Student or Faculty to Jefferson.** Nothing in this Agreement shall create or be construed as creating an employer-employee relationship between Jefferson and County's Students and Faculty. County shall notify each Student and Faculty that: (a) he/she shall not be deemed to be an employee of Jefferson for purposes of compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, social security or any program because of participation in this educational experience; (b) each Student is placed with Jefferson as a part of an academic curriculum and the Clinical Experiences performed by the Student are not performed as an employee, but in fulfillment of these academic requirements; and (c) the Student shall not, at any time, replace or substitute for any employee of Jefferson.

8. **Insurance.** Each Party shall provide and maintain Commercial General Liability and Professional Liability Insurance covering itself, its agents, its Faculty, its employees, and its Students participating in this program. In no event shall the Professional Liability insurance coverage be in an amount less than One Million Dollar (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate, or in amounts statutorily required by the State of New Jersey, and Commercial General Liability coverage including bodily injury liability including death, property damage liability, personal injury liability and contractual liability in an amount not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate. Upon request of a Party, the other Party shall supply certificates of insurance evidencing such coverage. Each Party is prohibited from accepting service of legal papers on behalf of the other Party, its agents or any of the other Party's insured. This section shall survive the expiration or termination of this Agreement.

9. **Amendment.** This Agreement may be amended at any time by mutual consent of the Parties, provided that before any amendment shall be operative or valid, it shall be reduced to writing and signed by the authorized representatives of the Parties. Such amendments shall be attached to and incorporated into the Agreement and will have the same force as the Agreement itself.
10. **Non-Discrimination.** Neither Party shall discriminate in the performance of this Agreement because of race, color, gender, genetic makeup, sexual orientation, age, religion, disability, family status, veteran's status, or national origin in violation of any applicable federal, state or local law or regulation.
11. **Assignment.** Neither Party shall assign any of its rights or obligations under this Agreement without the prior written consent of the other Party. Any such assignment is expressly prohibited and shall be deemed null and void.
12. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and all prior discussions, agreements or understandings, whether verbal or in writing, are hereby merged into this Agreement.
13. **Applicable Law.** This Agreement shall be deemed to have been made and shall be construed in accordance with the laws of the State of New Jersey, without regard to its choice of law doctrine.
14. **Severability.** If any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, or the Parties determine any provision to be in conflict with any applicable federal, state or local law or regulation, then the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect.
15. **Authority.** Each Party represents that it has the authority to enter into and be bound by this Agreement.
16. **Waiver.** The waiver of a breach of any of the terms hereof shall not be deemed a waiver of any subsequent breach or default whether of the same or similar nature and shall not in any way affect the other terms hereof. No waiver shall be valid or binding unless in writing and signed by the Parties.
17. **Name and Logo.** Nothing in this Agreement shall be construed as conferring any right upon either Party to use or otherwise reproduce any name, trademark, trade name, service mark, logo, symbol, or design (whether or not registered) of the other Party for any purpose unless approved by prior written consent. All printed material containing any name or trademark of Jefferson shall be forwarded to the appropriate representative of Jefferson for approval.
18. **Exclusivity.** This Agreement is not intended to conflict with or affect any existing or future affiliation between the Parties and institutions not a party to this Agreement. This Agreement is not exclusive.
19. **Notices.** Any notice required to be provided under the terms and provisions of this Agreement shall be in writing, and shall be deemed to be delivered when deposited in the United States mail or national delivery service such as UPS or Federal Express, postage prepaid, certified mail, return-receipt requested, and addressed to the respective Party at the address set forth below, or any such address as may be specified by written notice given to the other Party in the manner specified herein:

Jefferson: Jefferson Health
 Office of the President
 925 Chestnut Street, Suite 110
 Philadelphia, PA 19107

With a copy to: Thomas Jefferson University
 Office of Legal Affairs
 834 Chestnut Street, Suite 400
 Philadelphia, PA 19107
 Attn: Executive Vice President and Chief Legal Officer

County: Eric M. Campo, Esquire
Assistant County Counsel
County of Gloucester
1200 N. Delsea Drive
Clayton Complex-Building A
Clayton, NJ 08312

20. **Confidential Information.** County agrees that any information and documents including, without limitation, data, patient educational materials, medical records, materials relating to business, protocols, guidelines, pricing, strategies, compensation levels, financial information, trade secrets, and technology (collectively, the "Confidential Information") concerning Jefferson, its patients, affiliates, employees, agents, or representatives that are submitted under this Agreement or which Jefferson becomes aware of during the course of its performance hereunder are confidential and proprietary to Jefferson. County shall hold all Confidential Information in confidence and shall protect all Confidential Information with the same degree of care that it exercises with respect to its own proprietary information and in accordance with all applicable laws and regulations and Jefferson's policies and procedures. County shall obtain no proprietary rights (directly or indirectly) in or to any such materials. County shall not disclose the Confidential Information to any third party without the prior written consent of Jefferson unless required by law in which event County will promptly notify Jefferson of such request. Upon the expiration or termination of this Agreement, for any reason, County shall promptly turn over and return to Jefferson all Confidential Information (in whatever form or media) or upon the written direction of Jefferson, destroy the Confidential Information.

21. **Medical Records.** Prior to the end of a Student's Clinical Experience at Jefferson, County shall require each Student to complete the medical records of all patients for whom the Student provided care, as appropriate. Failure to complete such medical records in a timely manner and in accordance with Jefferson's medical records policy may preclude Student from: (i) receiving a written evaluation; and (ii) participating in any other Clinical Experience at Jefferson.

22. **Cooperation Regarding Claims.** The Parties agree to cooperate fully in assisting each other and their duly authorized employees, agents, representatives and attorneys, in investigating, defending or prosecuting incidents involving potential claims or lawsuits arising out of or in connection with Clinical Experiences under this Agreement. This section shall be without prejudice to the prosecution of any claims which either of the Parties may have against each other and shall not require cooperation in the event of such claims.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Master Training Site Agreement as of the Effective Date.

GLOUCESTER COUNTY, NEW JERSEY

By: _____
Printed Name: Robert M. Damminger
Title: Freeholder Director

JEFFERSON HEALTH

By: _____
Printed Name: Susan Campbell
Title: EVP & Chief Nursing Executive, Thomas Jefferson University Hospitals

**EXHIBIT A
FORM OF PROGRAM AGREEMENT**

**PROGRAM AGREEMENT # _____
TO MASTER TRAINING SITE AGREEMENT
BETWEEN JEFFERSON HEALTH AND GLOUCESTER COUNTY**

- I. Clinical Education Program:** Observation of assessment and treatment interventions provided to prehospital and walk-in patients to the Emergency Department. The assessment and treatment interventions will be provided by practioners within the Emergency Department, not Emergency Medical Technician students. The students will be observing the continuum of care for these patients.
- II. Academic Program Contact Person and Authorized Signer for the Program:** Andy Lovell
- III. Clinical Site Contact Person and Authorized Signer for Clinical Site:** Dr. James Baird
- IV. Clinical Site Location:** Jefferson Health, Washington Township New Jersey Campus
- V. Clinical Site Type:** Emergency Department
- VI. Number of Program Students per Academic Year assigned to Jefferson:** 40
- VII. Number of Clinical Hours per Program Student to be spent at Jefferson:** 12
- VIII. Academic Activities at Jefferson:** Clinical education exposures under the direction of preceptor(s) or designee(s)
- IX. Evaluation Procedures:** [E.g., Site visit (Program staff), Preceptor evaluation of student, student evaluation of site.]
- X. Accreditation criteria (if appropriate):**
- XI. Immunizations, Screenings And Vaccinations Required For Students** (See, Addendum "A", which is attached hereto and incorporated herein.)
- XII. Program Objectives:** Provide Emergency Medical Technician students observation and/or supervised practice of the continuum of care for pre-hospital patients
- XIII. Any communications related to the Progam identified in this Program Agreement shall be sent to the individuals identified in sections II and III above.**
- XIV. Effective Date of Program:** April 1, 2019
- XV. Approval of the Program Agreement:**

COUNTY: On behalf of its EMT Training Academy Program

Signature: _____
Title: _____

Printed Name: _____
Date: _____

JEFFERSON

Signature: _____
Title: _____

Printed Name: _____
Date: _____

ATTACHMENT A
TO FORM OF PROGRAM AGREEMENT

IMMUNIZATIONS, SCREENINGS AND VACCINATIONS REQUIRED FOR STUDENTS

PLEASE CHECK ONLY THOSE THAT APPLY AND DESCRIBE MORE FULLY AS NEEDED

- _____ 1. Measles Immunity as documented by a positive IgG antibody titer.
Describe specific requirements, as applicable: _____
- _____ 2. Mumps Immunity as documented by a positive IgG antibody titer.
Describe specific requirements, as applicable: _____
- _____ 3. Rubella Immunity as documented by a positive IgG antibody titer.
Describe specific requirements, as applicable: _____
- _____ 4. Varicella Immunity as documented by 2 Varicella vaccines OR positive IgG antibody titer.
- _____ 5. Tetanus/Diphtheria/Pertussis Immunity as documented by: A recent dose of the Tdap (tetanus/diphtheria/acellular pertussis) booster, recommended within 5 years of semester start date. Common brand names are Adacel and Boostrix. Tetanus/Td will NOT be accepted.
- _____ 6. Hepatitis B Immunity
Describe specific requirements, as applicable: _____
- _____ 7. Tuberculosis Screening
Describe specific requirements, as applicable: _____
- _____ 8. Seasonal influenza vaccine
If received outside of UHS, documentation is required. Include the following: date of vaccination, manufacturer, lot number, expiration date, signature of administrator.
- _____ 9. Other: _____

**RESOLUTION EXTENDING THE CONTRACT WITH SENIOR CITIZENS UNITED
COMMUNITY SERVICES, INC. FROM JUNE 1, 2019 TO MAY 31, 2020
IN AN AMOUNT NOT TO EXCEED \$284,563.00.**

WHEREAS, the County of Gloucester entered into a Contract on June 1, 2017 with Senior Citizens United Community Services, Inc. for specific bus transportation services as per PD-17-010, which Contract provided the County with the option to extend for one (1) two-year period or two (2) one-year periods; and

WHEREAS, the County's Qualified Purchasing Agent has recommended exercising the option to extend the Contract for a one-year period from June 1, 2019 to May 31, 2020 in an amount not to exceed \$284,563.00; and

WHEREAS, this contract extension is for estimated units of services on an as-needed basis, and therefore, this contact is open-ended which does not obligate the County to make any purchase and therefore, no Certificate of Availability of Funds is required at this time; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders that the County of Gloucester does hereby exercise its option to extend the Contract with Senior Citizens United Community Services, Inc. for specific bus transportations services as per PD-017-010, from June 1, 2019 to May 31, 2020 in an amount not to exceed \$284,563.00, and that the County's Qualified Purchasing Agent is hereby directed to inform said contractor of the extension; and

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

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 15, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

F-2

RESOLUTION ACCEPTING AMENDED GRANT AWARD REGARDING THE 2019 WIC HEALTH SERVICE GRANT FOR ADDITIONAL FUNDS IN THE AMOUNT OF \$1,000.00 FOR GRANT PERIOD OCTOBER 1, 2018 TO SEPTEMBER 30, 2019

WHEREAS, by resolution adopted on June 6, 2018, a grant application with the NJ Department of Health, Division of Family Health Services was authorized for the 2019 WIC Health Service Grant, for grant funds in an amount to be determined for grant period October 1, 2018 to September 30, 2019; and

WHEREAS, after submission of the grant application the County was awarded \$783,987.00, and the State Division of Special Health Services has advised that additional funding in the amount of \$1,000.00 is available, and amended the County's grant award to \$784,987.00 for grant period July 1, 2019 to June 20, 2020.

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

1. That the County hereby approves and accepts the amended grant award for the 2019 WIC Health Service Grant, in the amount of \$784,987.00 for the grant term October 1, 2018 to September 30, 2019.
2. That the Freeholder Director is hereby authorized to execute and the Clerk of the Board is authorized to attest to, any documents necessary to effectuate said amended grant award.
3. That all terms and provisions of the original grant application and agreement that are not amended herein shall remain in full force and effect.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 15, 2019 at Woodbury, New Jersey.

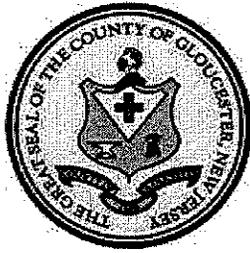


COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE BURNS,
CLERK OF THE BOARD**



County of Gloucester

***RESOLUTION ACCEPTING AMENDED GRANT AWARD REGARDING
THE 2019 WIC HEALTH SERVICE GRANT FOR ADDITIONAL FUNDS
IN THE AMOUNT OF \$1,000.00 FOR THE PERIOD
OCTOBER 1, 2018 TO SEPTEMBER 30, 2019***

CERTIFICATION

I, **LAURIE J. BURNS**, Clerk of the Board of Chosen Freeholders of the County of Gloucester do hereby certify that: (1) this is a true copy of the above-titled Resolution finally adopted at a meeting of the Board of Chosen Freeholders held on the 15th day of **May, 2019**, and duly recorded in my office; (2) that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and, (3) that I am duly authorized to execute this certificate.

DATED this _____ day of _____, 2019.

LAURIE J. BURNS,
CLERK OF THE BOARD
County of Gloucester

BUDGET AMENDMENT FORM

INCLUDE GRANT AGREEMENT AND/OR COMMITMENT LETTER, ATTACH (AMENDED) BUDGET PAGE WITH COUNTY BUDGET EXPENDITURE EXPLANATIONS (C-2 FORM) AND CODE NUMBER (PER BUDGET MANUAL).

DATE: 04/24/2019

1. GRANT TITLE: WIC
2. DEPARTMENT: Health and Human Services
3. GRANT ID NUMBER: STATE: FY 2019 HSG Amendment 1WIC
FEDERAL: _____
4. FUNDING AGENCY CONTACT PERSON: Nancy Scotto-Rosato, Ph.D
5. FUNDING AGENCY PHONE NUMBER: 609/292-9560
6. GRANT AMOUNT: 783,987
7. A. CASH MATCH AMOUNT: _____
(Attach mandated documentation)
- B. IN-KIND MATCH: _____
- C. MODIFICATION AMOUNT 1,000
- D. NEW TOTAL: 784,987
8. CONTRACT PERIOD: FROM: 10/01/18 TO: 09/30/19
9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE: _____
REIMBURSEMENT: MONTHLY: X
QUARTERLY: _____
END OF CONTRACT: _____
OTHER (EXPLAIN) _____
10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES X NO _____
ARE THEY MONTHLY X QUARTERLY _____ END OF CONTRACT _____
LIST DATES REPORTS ARE DUE: 10 Day Following calendar quarter

11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES _____ NO X _____
(IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING SENT OUT FOR RFP'S)

12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES X _____ NO _____
EXPLAIN: _____

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: Additional funding to be used to purchase breast pumps and breast pump kits and accessories for WIC participants.

14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL? YES _____ NO X _____

DEPARTMENT HEAD: _____
Signature

DATE: _____

.....
Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: _____

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. _____
Signature

2. _____
Signature

Revised: 9/22/03

499- Other Supplies \$1,000



State of New Jersey
DEPARTMENT OF HEALTH
 DIVISION OF FAMILY HEALTH SERVICES
 PO BOX 364
 TRENTON, N.J. 08625-0364

PHILIP D. MURPHY
 Governor

SHEILA Y. OLIVER
 Lt. Governor

www.nj.gov/health

SHEREEF M. ELNAHAL, MD, MBA
 Commissioner

April 15, 2019

Ms. Tamarisk Jones
 Director
 Gloucester County Health Department
 204 East Holly Avenue
 Sewell, NJ 08080

SUBJECT: Federal Fiscal Year (FFY) 2019 WIC Health Service Grant (HSG) Amendment

Dear Ms. Jones:

For FFY 2019, NJ WIC Services is providing food funding to your agency for the sole purpose of purchasing breast pumps (indicated in red below) and is recommending that you submit an HSG application for USDA funding as follows:

FFY 2019 USDA NSA (October 1, 2018 - September 30, 2019)	\$687,200
FFY 2019 Target USDA Breastfeeding Funding	\$73,085
Total FFY 2019 WIC NSA Funding	\$760,285
Total FFY 2019 Food Funds for Breast Pump Purchases	\$1,000
FFY 2018-20 Breastfeeding Peer Counseling (BFPC)	\$23,702
Total FFY 2019 Breastfeeding Peer Counseling Funding	\$23,702
Total FFY 2019 HSG Funding	\$784,987

The recommended funding is subject to the availability of funds.

Food funds can only be used to purchase breast pumps and breast pump kits and accessories for WIC participants. Only State designated, and pre-approved breast pump manufacturers and breast pump models can be purchased with these funds. Any food funds that are not encumbered by September 30, 2019 must be returned to the State. When you incorporate these funds into your FFY 2019 grants via the amendment process in SAGE and when you report using food funds in your monthly expenditure report you must keep them completely separated from USDA NSA funds. Prior to starting the amendment, it is strongly advised that you consult the user guide on the appropriate procedure to post and budget the food funds in your grant and account for breast pump expenditures on your monthly expenditure reports in SAGE.

Please be mindful that it takes an average of three to six weeks from the date of the amendment submission to obtain full Department of Health approval. NJ WIC Services recommends that you begin the amendment request, completion and submission as soon as possible and to consider submitting any outstanding expenditure reports prior to initiating the amendment process.

If you have any questions, please contact Daniel Said or Janice Pedota at (609) 292-9560.

Sincerely,



Nancy Scotto-Rosato, Ph.D.
Acting Director
WIC Services

c Kathleen Mahmoud
Karen Christina

RESOLUTION ACCEPTING AMENDED GRANT AWARD REGARDING THE SPECIAL CHILD HEALTH SERVICES CASE MANAGEMENT GRANT FOR ADDITIONAL FUNDS IN THE AMOUNT OF \$3,000.00 FOR THE PERIOD JULY 1, 2019 to JUNE 30, 2020

WHEREAS, by resolution adopted on April 3, 2019, a grant application with the NJ Department of Health, Division of Family Health Services was authorized for the Special Health Services Case Management Grant, for grant funds in the amount of \$170,000.00 with an in-kind match of \$63,665.00 for a total amount of \$233,665.00 for grant period July 1, 2019 to June 20, 2020; and

WHEREAS, after submission of the grant application the State Division of Special Health Services advised that additional funding in the amount of \$3,000.00 was available, and amended the County's grant award to \$173,000.00 with an in-kind match of \$64,804.00 for a total amount of \$237,804.00 for grant period July 1, 2019 to June 30, 2020.

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

1. That the County hereby approves and accepts the amended grant award for the Special Health Services Case Management Grant, in the amount of \$173,000.00 with an in-kind match of \$64,804.00 for a total amount of \$237,804.00 for the grant term July 1, 2019 to June 30, 2020.
2. That the Freeholder Director is hereby authorized to execute and the Clerk of the Board is authorized to attest to, any documents necessary to effectuate said amended grant award.
3. That all terms and provisions of the original grant application and agreement that are not amended herein shall remain in full force and effect.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 15, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**Laurie Burns,
Clerk of the Board**



County of Gloucester

***RESOLUTION ACCEPTING AMENDED GRANT AWARD REGARDING THE
SPECIAL CHILD HEALTH SERVICES CASE MANAGEMENT GRANT
FOR ADDITIONAL FUNDS IN THE AMOUNT OF \$3,000.00
FOR THE PERIOD JULY 1, 2019 TO JUNE 30, 2020***

CERTIFICATION

I, **LAURIE J. BURNS**, Clerk of the Board of Chosen Freeholders of the County of Gloucester do hereby certify that: (1) this is a true copy of the above-titled Resolution finally adopted at a meeting of the Board of Chosen Freeholders held on the 15th day of **May, 2019**, and duly recorded in my office; (2) that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and, (3) that I am duly authorized to execute this certificate.

DATED this _____ day of _____, 2019.

LAURIE J. BURNS,
CLERK OF THE BOARD
County of Gloucester

BUDGET AMENDMENT FORM

INCLUDE GRANT AGREEMENT AND/OR COMMITMENT LETTER, ATTACH (AMENDED) BUDGET PAGE WITH COUNTY BUDGET EXPENEDITURE EXPLANATIONS (C-2 FORM) AND CODE NUMBER (PER BUDGET MANUAL).

DATE: 04/24/2019

1. GRANT TITLE: Special Child Health – Case Management

2. DEPARTMENT: Health Department

3. GRANT ID NUMBER: STATE: DFHS20CSE005

FEDERAL: _____

4. FUNDING AGENCY CONTACT PERSON: Dawn Mergen

5. FUNDING AGENCY PHONE NUMBER: (609) 777-7778

6. GRANT AMOUNT: \$170,000

7. A. CASH MATCH AMOUNT _____
(Attach mandated documentation)

B. IN-KIND MATCH: _____ : _____ \$64,804 _____

C. MODIFICATION AMOUNT 3,000 _____

D. NEW TOTAL: \$237,804. _____

8. CONTRACT PERIOD: FROM: 07/01/19 TO: 06/30/20

9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE: _____

REIMBURSEMENT: MONTHLY: _____

QUARTERLY: X _____

END OF CONTRACT: _____

OTHER (EXPLAIN) _____

10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES X NO _____

ARE THEY MONTHLY _____ QUARTERLY X END OF CONTRACT _____

LIST DATES REPORTS ARE DUE: 10/10/2019; 1/10/2020; 4/10/2020;
7/30/2020

11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES _____ NO X _____
(IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING SENT OUT FOR RFP'S)

12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES _____ NO _____
EXPLAIN:

PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: Additional funds were received to cover Salary cost to provide required services to the Children and Youth with Special Healthcare Needs.

13. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL?
YES _____ NO X _____

DEPARTMENT HEAD: _____
Signature

DATE: _____

.....
Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: _____

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

DEPARTMENT OF TREASURY, GRANTS DIVISION:

1. _____
Signature

2. _____
Signature

Revised: 9/22/03

\$3,000 additional grant funds to be applied to salary cost.



State of New Jersey
DEPARTMENT OF HEALTH
DIVISION OF FAMILY HEALTH SERVICES
PO BOX 364
TRENTON, N.J. 08625-0364

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

www.nj.gov/health

SHEREEF M. ELNAHAL, MD, MBA
Commissioner

April 15, 2019

Tamarisk Jones, Director
Department of Health and Human and Senior Services
Gloucester County
204 East Holly Avenue
Sewell, NJ 08080

Dear Ms. Jones:

The New Jersey Department of Health, Division of Family Health Services, Special Child Health and Early Intervention Services, Family Centered Care Services (FCCS), has amended the sfy20 grant award for your agency. Please review the modified grant award and make any necessary changes to your agency's budget that reflect the amended grant award.

The overall budget for FCCS has been reduced due to cuts in the proposed 2020 State Budget. At this time, modifications were able to be made to the overall FCCS budget. Therefore, we are estimating that your County will be eligible to receive up to \$173,000.

We will continue to provide more flexibility in your outreach efforts to decrease staff time.

Once you have reviewed the amended grant award, please create the budget that your agency needs to provide the required services to the Children and Youth with Special Healthcare Needs (CYSHCN), in your county. As you know, the System for Administering Grants Electronically (SAGE) closed on April 8, 2019, therefore, you may work with your program officer to make any changes needed in SAGE to accommodate for the amended grant award.

We look forward to reviewing your grant application. If you have any question, please contact Dawn Mergen (Dawn.Mergen@doh.nj.gov.)

Sincerely,

Sandra Howell, PhD
Executive Director
Special Child Health & Early Intervention Services

cc: Dawn A. Mergen

DFHS20CSE005
Gloucester County
Cost Summary

Cost Summary

Verify the direct costs listed below, and if applicable, enter indirect costs and program income.

Cost Category	Activity	Grant Funds Requested from State	Cost Share or Match	Total Costs
Salaries and Wages	20CSE	\$170,448	\$0	\$170,448
Fringe Benefits	20CSE	\$0	\$64,804	\$64,804
Personnel Costs (Subtotal)		\$170,448	\$64,804	\$235,252
Construction/Alteration and Renovations		\$0	\$0	\$0
Equipment		\$0	\$0	\$0
Facility Costs		\$0	\$0	\$0
Professional Service Agreements		\$0	\$0	\$0
Subaward		\$0	\$0	\$0
Supplies	20CSE	\$503	\$0	\$503
Travel		\$0	\$0	\$0
Training	20CSE	\$1,055	\$0	\$1,055
Other	20CSE	\$994	\$0	\$994
Other Direct Costs (Subtotal)		\$2,552	\$0	\$2,552
Total Direct Cost		\$173,000	\$64,804	\$237,804
Indirect Costs	20CSE	\$0	\$0	\$0
Total Indirect Costs		\$0	\$0	\$0
Total Costs		\$173,000	\$64,804	\$237,804
(Program Income)	20CSE	\$0	\$0	\$0
(Total Program Income)		\$0	\$0	\$0
Net Total Costs		\$173,000	\$64,804	\$237,804

Indirect Cost Rate

If applicable, enter the requested information and upload proof of your approved, federally recognized indirect cost rate, or if charging a de minimus rate of 10% in accordance with 2 C.F.R. 200, §200.414, a statement confirming that you have never received a negotiated indirect cost rate.

Applicable Rate: %

Program Income

"Program income" means gross income earned by the grantee or subgrantee that is directly generated by a grant supported activity, or earned as a result of the grant during the award period. If anticipated, please upload a description of the program income that will be generated or earned as a result of this project.

G-1

**RESOLUTION AUTHORIZING PURCHASE OF CUSTOM FABRICATED
PARK BENCHES FROM MRC, INC. THROUGH STATE CONTRACT
FOR A TOTAL AMOUNT OF \$63,481.00**

WHEREAS, the County of Gloucester (hereinafter "County") has a need to purchase 50 custom fabricated cast end park benches with and without provisions for embedded plaques; and

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

WHEREAS, it has been determined that the County can purchase said specified benches through State Contract #16-FLEET-00121 from MRC, Inc., with an address of P.O. Box 106, Spring Lake, NJ 07762, for a total amount of \$63,481.00 as per Vendor's Quote #149907; and

WHEREAS, the County Treasurer has certified the availability of funds pursuant to CAF #19-03700, which sums shall be charged against budget line items C-04-17-010-370-10233, in the amount of \$8,238.68, C-04-18-010-370-10233 in the amount of \$1,683.20 and C-04-19-010-370-10233 in the amount of \$53,559.12.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the purchase of the hereinabove referenced custom fabricated park benches from MRC, Inc. is hereby authorized through State Contract #16-FLEET-00121, for a total amount of \$63,481.00, and the County's Qualified Purchasing Agent is directed to make said purchase on behalf of the County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 15, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 19-03700

ORDER DATE: 05/03/19
REQUISITION NO: R9-18322
DELIVERY DATE:
STATE CONTRACT: 16-FLEET-00121
ACCOUNT NUM:

Pg

SHIP TO

GLOUC. CO P&R RED BANK BATTLE
100 HESSIAN AVE.
NATIONAL PARK, NJ 08063
856-853-5120

VENDOR

MRC, INC.
PO BOX 106
SPRING LAKE, NJ 07762

VENDOR #: MARTUR01

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
39.00	CFPB-031 CUSTOM FAB - 6' CAST END BENCH WITH RPL SEATING W/ ONE EMBEDDED PLAQUE PROVISIONS	C-04-19-010-370-10233 Bench Replacement Project - All Parks	1,071.5500	41,790.45
	39 @ \$1,071.55 each total \$41,790.45			
5.00	CFPB-031 CUSTOM FAB 6' CAST END BENCH WITH RPL SEATING W/ TWO EMBEDDED PLAQUE PROVISIONS-NO PROVISIONS TO BE ADDED FOR PLAQUE MOUNTING	C-04-19-010-370-10233 Bench Replacement Project - All Parks	1,071.5500	5,357.75
	5 @ \$1,071.15 = \$5,357.75			
2.00	CFPB-031 CUSTOM FAB - 6' CAST END BENCH WITH RPL SEATING W/ THREE EMBEDDED PLAQUE PROVISIONS	C-04-19-010-370-10233 Bench Replacement Project - All Parks	1,071.5500	2,143.10
	2 @ 1,071.55 = \$2,143.10			
1.00	CFPB-031 CUSTOM FAB - 6' CAST END BENCH 2/RPL SEATING WITHOUT PLAQUE PROVISIONS	C-04-19-010-370-10233 Bench Replacement Project - All Parks	4,267.8200	4,267.82
	4 @ \$1,071.55 = \$4,286.20			
1.00	BALANCE OF ABOVE CUSTOM FAB - RPL MILLED TO ACCEPT	C-04-18-010-370-10233 Bench Replacement Project - All Parks	18.3800	18.38

CLAIMANT'S CERTIFICATE & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
<p>I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.</p> <p>X</p> <p>VENDOR SIGN HERE _____ DATE _____</p> <p>TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____</p>	<p>I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.</p> <p>DEPARTMENT HEAD _____ DATE _____</p>	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</p> <p><i>Mushel Budo</i> TREASURER / CFO</p> <p><i>Kimberly Galt</i> QUALIFIED PURCHASING AGENT</p>

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS	
THIS NUMBER MUST APPEAR ON ALL INVOICES	
NO.	19-03700

Pg

S H I P T O	GLOUC. CO P&R RED BANK BATTLE
	100 HESSIAN AVE.
	NATIONAL PARK, NJ 08063
	856-853-5120

V E N D O R	VENDOR #: MARTUR01
	MRC, INC.
	PO BOX 106
	SPRING LAKE, NJ 07762

ORDER DATE: 05/03/19
REQUISITION NO: R9-18322
DELIVERY DATE:
STATE CONTRACT: 16-FLEET-00121
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	CUSTOMERS PLAQUE - PLAQUE AND INSTALLATION OF PLAQUE BY OTHERS 55 @ \$125.00 = \$6,875.00	C-04-17-010-370-10233 Bench Replacement Project - All Parks	6,875.0000	6,875.00
1.00	CUSTOM FAB - RPL MILLED TO ACCEPT CUSTOMERS PLAQUE - PLAQUE AND INSTALLATION OF PLAQUE BY OTHERS 55 @ \$125.00 = \$6,875.00	C-04-17-010-370-10233 Bench Replacement Project - All Parks	1,363.6800	1,363.68
1.00	ORDER DISCOUNT -1071.50 FREIGHT 4,100.00 TOTAL \$3,028.50 BALANCE OF ABOVE	C-04-18-010-370-10233 Bench Replacement Project - All Parks	1,664.8200	1,664.82
			TOTAL	63,481.00

CLAIMANT'S CERTIFICATE & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
<p>I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.</p> <p>X</p> <p>VENDOR SIGN HERE _____ DATE _____</p> <p>TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____</p> <p>MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS</p>	<p>I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.</p> <p>DEPARTMENT HEAD _____ DATE _____</p>	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</p> <p>TREASURER / CFO <i>Randy G. ...</i> QUALIFIED PURCHASING AGENT</p>

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT



10011.1111.1111

MRC
PO Box 106
Spring Lake, NJ 07762
Ph: 732-458-1111
Fx: 732-974-8226
Email: MRC@GAMETIME.COM
Web: www.mrcrec.com

R9-18322

QUOTE
#149907

04/29/2019

NJ Gloucester County CFI Park Bench 4.29.19

Gloucester County Parks & Recreation
Attn: Chuck Rose
Shady Lane Complex
254 County House Road
Clarksboro, NJ 08020
Phone: 856-251-6710/856-853-5120
Fax: 856-251-6749

Project #: P91395
Ship To Zip: 08020

Quantity	Part #	Description	Unit Price	Amount
39	CFPB-031	Custom Fab - 6' Cast End Bench with RPL Seating w/ one embedded plaque provisions	\$1,071.55	\$41,790.45
5	CFPB-031	Custom Fab - 6' Cast End Bench with RPL Seating w/ two embedded plaque provisions - <i>No provisions to be added for plaque mounting Shipped to a different location</i>	\$1,071.55	\$5,357.75
2	CFPB-031	Custom Fab - 6' Cast End Bench with RPL Seating w/ three embedded plaque provisions	\$1,071.55	\$2,143.10
4	CFPB-031	Custom Fab - 6' Cast End Bench w/ RPL Seating without plaque provisions	\$1,071.55	\$4,286.20
55	Option	Custom Fab - RPL milled to Accept Customers Plaque - <i>Plaque and Installation of Plaque by Others</i>	\$125.00	\$6,875.00

NOTES:

...NJ State Contract: 16-FLEET-00121.
...Installation and off loading upon delivery are not included in this proposal.
...Tax Exemption Certificate is needed when ordering or taxes will be applied.

SubTotal: \$60,452.50
Discount: (\$1,071.50)
Freight: \$4,100.00
Total Amount: \$63,481.00

MN/mg

C-04-17-010-370-10233 - 8,238.68
C-04-18-010-370-10233 - 1,683.20
C-04-19-010-370-10233 - 53,559.12

