

AGENDA

6:00 p.m. Wednesday, December 18, 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 December 4, 2019.

PROCLAMATIONS

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 SETTING FORTH DATE, TIME AND LOCATION FOR THE ANNUAL REORGANIZATION MEETING ON JANUARY 3, 2020 AT 6:00 P.M., IN THE CEREMONIAL COURTROOM.

N.J.S.A. 40:20-75 mandates that the Board of Chosen Freeholders conduct an annual reorganization meeting and shall set the time and date by Resolution.

A-2 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 the insertion of special items of revenue into the County budget and requests approval by the Division of Local Government Services for the following:

- **SmartSTEPS Program - \$1,605.00.** These funds are part of the County’s Program Year 2019 Workforce Development Area Contract, and will be used for administrative reimbursement to the County for each client enrolled in the SmartSTEPS program for at least thirty days.
- **Social Services For The Homeless - \$300,680.00.** These funds will be used to continue the County’s current Social Services for the Homeless – TANF program. This funding will provide services to residents or at-risk of homelessness and who do not qualify for emergency assistance, general assistance or WorkFirst NJ are eligible for SSH State funding.
- **Social Services For The Homeless-TANF - \$69,641.00.** These funds will be used to continue the County’s current Social Services for the Homeless – TANF program. This funding provides shelter, emergency food, prevention and case management to at risk of homelessness, low income residents that are eligible for Temporary Assistance to Needy Families (TANF) but not receiving TANF.
- **Electronic Crimes Task Force - \$15,000.00.** These funds will be used for computer hardware/software, software licenses, computer forensic workstations and other equipment and supplies needed for this unit.
- **Body Armor Replacement-Corrections - \$4,528.00.** This grant provides funds to be used toward the purchase of body armor for the Gloucester County Department of Corrections.
- **Body Armor Replacement-Prosecutor - \$3,689.00.** This grant provides funds to be used toward the purchase of body armor for the Gloucester County Prosecutors Office.
- **Body Armor Replacement-Sheriff - \$8,473.00.** This grant provides funds to be used toward the purchase of body armor for the Gloucester County Sheriff’s Office.
- **New Jersey Department of State 2020 Complete Count Commission Grant Program - \$60,373.00.** This grant provides funding to target certain hard to count populations and communities within Gloucester County for the 2020 Census. An action plan will be implemented to educate the public, encourage participation and create awareness campaigns of the 2020 census through various platforms of outreach engagement. Funding will be used to undertake activities directly and through sub-grants to municipalities and non-profits.
- **Workfirst New Jersey - \$80,500.00** - These funds are our annual allocation of needs based work support. These funds will be allocated to both TANF and GA/SNAP.

A-3 RESOLUTION AUTHORIZING AND APPROVING THE BILL LISTS FOR THE MONTH OF DECEMBER.

This Resolution will authorize approval of the bill lists submitted by the County Treasurer for December 2019, and includes 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 set forth on the lists.

A-4 RESOLUTION AUTHORIZING CANCELLATION OF GRANT RECEIVABLE AND RESERVE BALANCES.

This Resolution cancels remaining balances of grant appropriations and grant receivable balances which will not be spent or received. Grant balances cancelled are mostly due to the program coming in under budget. The grants being cancelled either have strict time periods in which the grants must be expended, or conditions which limits what the funds can be used for causing balances to remain and ultimately cancelled.

A-5 RESOLUTION AUTHORIZING THE CANCELLATION OF VARIOUS IMPROVEMENT AUTHORIZATIONS.

This Resolution will authorize cancellation of the balance of the amounts authorized for capital, and the amount actually bonded.

A-6 RESOLUTION AUTHORIZING THE COUNTY TO JOIN THE SOURCEWELL NATIONAL COOPERATIVE PRICING SYSTEM.

A Cooperative Pricing System provides participating members an economic benefit by permitting purchases from vendors in accordance with the same terms as the Lead Agency, pursuant to N.J.S.A. 40A:11-10 and N.J.S.A. 40A:11-11. This Resolution will authorize the County of Gloucester to join the Sourcewell National Cooperative Pricing System for the purchase of goods and services.

A-7 RESOLUTION AUTHORIZING A CONTRACT WITH REHAB CLINICS (SPT) d/b/a NOVACARE REHABILITATION FROM JANUARY 1, 2020 TO DECEMBER 31, 2021 IN AN AMOUNT NOT TO EXCEED \$50,000.00 PER YEAR

This Resolution authorizes a contract with Rehab Clinics (SPT) d/b/a NovaCare Rehabilitation for medical services regarding pre-placement/post offer comprehensive functional employment testing, fitness for duty screenings, and functional capacity evaluations for County employees as per bid specifications PD-019-070.

DEPARTMENT OF BUILDINGS & GOVERNMENT SERVICES

**FREEHOLDER DIMARCO
FREEHOLDER LAVENDER**

B-1 RESOLUTION AUTHORIZING A CONTRACT WITH CONSTITUTION PRINTING COMPANY, FOR \$22,145.08

This resolution is authorizing a contract for vote by mail envelopes with enhanced security features from Constitution Printing Company. C.A.F. # 19-10836 has been obtained to certify funds.

B-2 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH DELAWARE VALLEY VETERINARY HOSPITAL.

This Resolution authorizes an amendment to the contract between the County and Delaware Valley Veterinary Hospital to increase of the contract amount by \$20,000.00 for unforeseen additional services to Spay/Neuter Services, Emergency Veterinary Services during normal business hours and after hours, from April 1, 2019 to March 31, 2020.

B-3 RESOLUTION ACCEPTING FUNDS FROM THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES, DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES FOR THE MEDICAL ASSISTED TREATMENT INITIATIVE IN THE PRORATED AMOUNT OF \$125,000.00 FROM FEBRUARY 1, 2020 TO JUNE 30, 2020.

The New Jersey Division of Mental Health and Addiction Services has granted Gloucester County prorated funding in the amount of \$125,000.00 from February 1, 2020 through June 30, 2020 for medical treatment and services for inmates with opioid use disorder housed in the Salem County Correctional Facility through the Medication Assisted Treatment (MAT) Initiative. Gloucester County Department of Corrections and Salem County Department of Corrections have partnered in this effort to offer expanded case management and follow up services in addition to providing medication.

B-4 RESOLUTION TO ACCEPT FUNDING FROM THE UNITED STATES SECRET SERVICE FOR THE ELECTRONIC CRIMES TASK FORCE FROM OCTOBER 1, 2019 TO SEPTEMBER 30, 2020 FOR \$15,000.00.

This Resolution will accept funding in the amount of \$15,000.00 for use by the Gloucester County Prosecutor's Office High Tech Crimes Unit from the United States Secret Service from October 1, 2019 to September 30, 2020. These funds can be used for electronic crimes equipment and supplies including computer hardware/software, software licenses, computer forensic workstations, and other equipment and supplies needed for this Unit or other law enforcement purposes. This Unit retrieves evidence from computers, cell phones and other electronic equipment to assist in the prosecution of suspects.

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

C-1 RESOLUTION OF SUPPORT FOR THE ESTABLISHMENT OF A MULTI-WAY STOP AT THE INTERSECTION OF BRIDGETON PIKE (ROUTE NJ 77) AND FISLERVILLE ROAD (CR 618) IN THE TOWNSHIP OF ELK.

The NJ Department of Transportation, at the request of the Township of Elk, has conducted a field investigation at the intersection of Route NJ 77 and Fislerville Road (CR 618), and is positioned to promulgate a traffic regulation order (TRO) for installation of the appropriate signage in the establishment of a multi-way stop. In accordance with N.J.S.A. 39:4-8.4(c), this Resolution sets forth the County's support for the establishment of the multi-way stop intersection, in the interest of pedestrian and motorist safety.

C-2 RESOLUTION AUTHORIZING THE PURCHASE OF A TRUCK FROM WINNER FORD THROUGH STATE CONTRACT FOR \$31,650.00.

This Resolution authorizes the purchase of one (1) 2020 Ford F-350 Truck from Winner Ford through State Contract # A88758-T2101 for \$31,650.00. CAF No. 19-10819 was obtained to certify funds.

C-3 RESOLUTION AMENDING THE PURCHASE OF A MOBILE COLUMN LIFT FROM HOFFMAN SERVICES, INC. TO STERIL-KONI USA IN THE AMOUNT OF \$44,927.60.

On December 4, 2019, a Resolution was adopted to purchase a Steril-Koni ST1085-2FRA E Bright Mobile Column Lift in the amount of \$44,927.60 via the ESCNJ Cooperative Pricing System. The New Jersey distributor of the product, Hoffman Services, Inc., has requested the purchase order be revised and issued directly to the product manufacturer, Steril-Koni USA.

C-4 RESOLUTION ACCEPTING THE NJ DEPARTMENT OF STATE COMPLETE COUNT COMMISSION GRANT PROGRAM, FOR \$60,373.00.

This Resolution authorizes a Revised Grant Application to the NJ Department of State Complete Count Commission for the Census 2020 Complete Count Commission Grant Program, for \$60,373.00, from November 1, 2019 to June 30, 2020. On November 6, 2019, the County authorized by resolution the application for the NJ Department of State Complete County Commission Grant Program, for \$55,600.00. The County received a letter, dated November 25, 2019, from the State of New Jersey, Department of State, stating the County has been approved for \$60,373.00, requiring an amended formal application to be submitted and the grant agreement to be executed. The program funding will be utilized to undertake activities directly or through sub-awards to fund and assist in supporting and coordinating Census activities by municipalities and local nonprofits and related LCCCs with close ties to hard-to-count communities and promoting education and awareness of the 2020 Census increased participation in the Census.

C-5 RESOLUTION AUTHORIZING A FUNDING AMENDMENT TO A SHARED SERVICES AGREEMENT WITH ROWAN COLLEGE OF SOUTH JERSEY.

Resolution authorizing an Amendment to a Shared Services Agreement with Rowan College of South Jersey. An amendment is necessary for the County to increase the WLL amount by \$14,000.00, from July 1, 2019 to June 30, 2020, pursuant to a Notice of Award from the State of New Jersey, Department of Labor and Workforce Development, dated November 6, 2019.

**DEPARTMENT OF PUBLIC SAFETY &
VETERANS AFFAIRS**

**FREEHOLDER CHRISTY
FREEHOLDER SIMMONS**

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

DEPARTMENT OF HEALTH & HUMAN SERVICES

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

F-1 RESOLUTION AUTHORIZING APPLICATION TO THE NEW JERSEY ASSOCIATION OF CITY AND COUNTY HEALTH OFFICIALS FOR THE COMMUNICABLE DISEASE-HEPATITIS A GRANT FROM OCTOBER 1, 2019 TO JUNE 30, 2020, IN AN AMOUNT NOT TO EXCEED \$42,850.00.

This resolution authorizes a grant application to the New Jersey Association of City and County Health Officials for the Communicable Disease-Hepatitis A Grant, in an amount not to exceed \$42,850.00 from October 1, 2019 to June 30, 2020. The grant funds will be used to reduce the prevalence of acute hepatitis A infections by providing various services, including the outreach, education and vaccination of at-risk populations within Gloucester County.

F-2 RESOLUTION AUTHORIZING A TWO (2) YEAR EXTENSION TO A CONTRACT WITH AULETTO ENTERPRISES, INC. T/A AULETTO CATERERS FROM JANUARY 1, 2020 TO DECEMBER 31, 2021 FOR AN AMOUNT NOT TO EXCEED \$550,000.00 PER YEAR.

This Resolution extends a Contract with Auletto Enterprises, Inc. t/a Auletto Caterers from January 1, 2020 to December 31, 2021, for the furnishing of meals for the elderly under the Gloucester County Nutrition Program, and other unspecified projects as per PD-18-060. This Contract was originally entered into on November 20, 2018 and allows for a two (2) year extension. Vendor shall be compensated in an amount not to exceed \$550,000.00 per year.

F-3 RESOLUTION AUTHORIZING AN APPLICATION TO THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES/DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES FOR THE 2020 COMPREHENSIVE ALCOHOL AND DRUG ABUSE SERVICES GRANT IN THE AMOUNT OF \$594,625.00 WITH A CASH MATCH OF \$90,282.00 FOR A PROGRAM TOTAL OF \$684,907.00.

This Resolution authorizes an application to the 2020 Comprehensive Alcohol and Drug Abuse Services Grant in the amount of \$594,625.00 for the New Jersey Department of Human Services/ Division of Mental Health and Addiction Services. This funding provides for education, intervention, residential detoxification, residential treatment, outpatient treatment, halfway house continuing care, recovery support services and medication assisted recovery through subcontracts with provider agencies.

F-4 RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE NEW JERSEY DIVISION OF DISABILITY SERVICES FOR THE 2020 TITLE XX GRANT IN THE AMOUNT OF \$30,367.00 FROM JANUARY 1, 2020 TO JUNE 30, 2020.

This Resolution authorizes a grant application and subsequent agreement with the NJ Division of Disability Services to receive 2020 Title XX funds, in the amount of \$30,367.00, from January 1, 2020 to June 30, 2020. The Gloucester County Division of Transportation Services uses these funds to transport disabled and/or low-income Gloucester County residents to vocational training sites.

F-5 RESOLUTION ACCEPTING STATE/COMMUNITY PARTNERSHIP AND FAMILY COURT SERVICES FUNDS FROM THE NEW JERSEY JUVENILE JUSTICE COMMISSION TOTALING \$557,805.00, FROM JANUARY 1, 2020 TO DECEMBER 31, 2020.

This Resolution authorizes acceptance of \$279,282.00 for State/Community Partnership and \$278,523.00 for Family Court Services grant funds, totaling \$557,805.00 awarded by the New Jersey Juvenile Justice Commission, from January 1, 2020 to December 31, 2020. These funds will be used to provide delinquency prevention, diversion, detention and disposition services for family court-involved and at-risk youth.

F-6 RESOLUTION AUTHORIZING AN AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES, DIVISION OF DISABILITY SERVICES, TO ACCEPT THE PERSONAL ASSISTANCE SERVICES PROGRAM GRANT FOR \$516,162.00 FROM JANUARY 1, 2020 TO DECEMBER 31, 2020.

This resolution authorizes an agreement with the state for the 2020 Personal Assistance Services Program (PASP) Grant to continue providing personal assistance to eligible residents between the ages of 18 and 70 who have permanent physical disabilities. Recipients of Personal Assistance Services Program (PASP) services are required to be employed in paid occupations, receiving training or education related to employment, and/or are actively participating in community based volunteer positions. The grant is for a total amount of \$516,162.00 with the term of January 1, 2020 to December 31, 2020 and will be allocated as follows:

- Payment for Direct Services to CAU \$ 459,084.00
- Administrative Fee to the County \$ 57,078.00
- Total \$ 516,162.00

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER LAVENDER
FREEHOLDER DIMARCO**

G-1 RESOLUTION ESTABLISHING A PUBLIC HEARING DATE OF FEBRUARY 19, 2020 REGARDING POSSIBLE ACQUISITION BY THE COUNTY OF BLOCK 12702, LOT 1, AND BLOCK 12601, LOTS 101.03 AND 102 ON THE OFFICIAL TAX MAP OF THE TOWNSHIP OF MONROE, WITH OPEN SPACE PRESERVATION TRUST FUNDS.

The County is considering the acquisition of the property owned by the Senor Family, known as Block 12702, Lot 1, and Block 12601, Lots 101.03 and 102 on the official tax map of the Township of Monroe, through the Open Space Preservation Program. In order to proceed with the preservation process a public hearing must be conducted on the possible acquisition of the property. Since the public hearing cannot be held until 30-days after it is scheduled this resolution sets the public hearing date for the Freeholder meeting of February 19, 2020.

G-2 RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT FOR FARM PROPERTY OWNED BY CHARLES H. DATZ AND LAURA L. LOPEZ-PELAYO FOR \$613,668.00.

This Resolution authorizes the purchase of the development rights on properties in the Township of Harrison, known as Block 28, Lot 2, and Township of Mantua, known as Block 265, Lot 11 consisting of 55.788 acres, owned by Charles H. Datz and Laura L. Lopez-Pelayo , as per the application made to the Gloucester County Farmland Preservation Program by the same. This Resolution deals with the items necessary in order to commence settlement to acquire the development easements on the property (signing of the agreement of sale, deed of easement, etc.), which is expected to occur in the next month. The acquisition of the said development rights is based on a value of \$11,000.00 per acre, which was determined as per two appraisals as completed by two State-certified appraisers. The property is also eligible for an estimated 60% reimbursement from the State Agriculture Development Committee for the settlement costs in an upcoming Farmland Preservation funding round. The cost of the associated appraisal services regarding the said acquisition was \$3,000.00 for R.W. Frankenfield Associates and \$3,100.00 for Steven Bartelt. The property is in close proximity to more than 500-acres of previously preserved farmland and open space. C.A.F. # 19-10941 has been obtained to certify funds.

G-3 RESOLUTION AUTHORIZING A CONTRACT WITH COMMERCIAL INTERIORS DIRECT, INC. FOR AN AMOUNT NOT TO EXCEED \$100,000.00.

This Resolution authorizes a Contract with Commercial Interiors Direct, Inc., 1 South Corporate Drive, 2nd Floor, Riverdale, New Jersey, 07457, in an amount not to exceed \$100,000.00, for the purchase of vinyl composition tile for various projects at County buildings, as needed, for the period December 18, 2019 to December 17, 2020. Pricing is as established through County membership in Educational Services Commission of New Jersey Pricing System. (County joined Cooperative Pricing System with ESCNJ on March 15, 2017.) Vinyl tile is not offered through State purchasing Contract.

Old Business

New Business

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

Adjournment

Time_____

MINUTES

6:00 p.m. Wednesday, December 4, 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 November 26, 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

52183 Proclamation recognizing Gismondi's Hairstyling and Hair Replacement formerly Ben's Barber Shop on the celebration of 80 years business. Presented by Freeholder Jefferson.

52184 Proclamation recognizing Erin Riley McShea and Emily Turner for achieving the Girl Scout Gold Award. Presented by Freeholder Lavender.

52185 Proclamation in recognition of Kody Paul Deuter for achieving Rank of Eagle Scout. Previously presented by Freeholder Christy.

52186 Proclamation recognizing the Gloucester County NAACP 2019 Game Changer Award Winners. Previously presented by Freeholder Christy.

52187 Proclamation in honor of Tanya Dargusch, Washington Township High School Certified Athletic Trainer on her retirement after 31 years of exemplary service. Previously presented by Freeholder 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	X			
Freeholder Lavender			X			
Freeholder Simmons						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
Director Damminger			X			

Comments: N/A

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER
FREEHOLDER DIMARCO

52188 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	X			
Freeholder Lavender			X			
Freeholder Simmons						X
Director Damminger			X			

Comments: N/A

52189 RESOLUTION AUTHORIZING AMENDMENT TO CONTRACT WITH AMERICAN WORKCARE TO INCREASE THE CONTRACT IN AN AMOUNT NOT TO EXCEED \$12,600.00 THROUGH DECEMBER 31, 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

DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES

FREEHOLDER DIMARCO
FREEHOLDER LAVENDER

52190 RESOLUTION AUTHORIZING A CONTRACT WITH ABJ SPRINKLER COMPANY, INC. FOR \$39,800.00.

	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

52191 RESOLUTION AUTHORIZING A GRANT APPLICATION WITH NJ DIVISION OF CRIMINAL JUSTICE AND ACCEPTANCE OF THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT #JAG 1-8TF-17 FOR \$69,227.00 FOR THE TERM JULY 1, 2018 TO JUNE 30, 2019.

	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

52192 RESOLUTION AUTHORIZING A GRANT APPLICATION WITH NJ DIVISION OF CRIMINAL JUSTICE AND ACCEPTANCE OF THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT #JAG 1-8-17 FOR \$7,914.00 FOR THE TERM JUNE 1, 2018 TO MAY 31, 2019.

	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

52193 RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH VEHICLE LEASING ASSOCIATES, LLC FOR THE LEASE OF TEN (10) VARIOUS VEHICLES FOR USE BY THE GLOUCESTER COUNTY PROSECUTOR'S OFFICE, IN AN AMOUNT NOT TO EXCEED \$76,200.00.

	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

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

52194 RESOLUTION AUTHORIZING A PURCHASE FROM HOFFMAN SERVICES, INC. FOR \$44,927.60 THROUGH THE ESCNJ COOPERATIVE PRICING SYSTEM.

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

Comments: N/A

52195 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY, ROWAN UNIVERSITY, TOWNSHIPS OF HARRISON AND MANTUA, AND BOROUGH OF GLASSBORO TO PROMOTE ECONOMIC GROWTH AND SUSTAINABILITY IN THE ROUTE 322 - ROWAN WEST CAMPUS REGIONAL REDEVELOPMENT AREA FROM JANUARY 1, 2020 TO DECEMBER 31, 2022.

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

Comments: N/A

DEPARTMENT OF PUBLIC SAFETY & VETERANS AFFAIRS

**FREEHOLDER CHRISTY
FREEHOLDER SIMMONS**

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

DEPARTMENT OF HEALTH & HUMAN SERVICES

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

52196 RESOLUTION AUTHORIZING A MODIFIED GRANT AGREEMENT FOR THE FY2019 SOCIAL SERVICES FOR THE HOMELESS GRANT, ACCEPTING ADDITIONAL FUNDS, AND EXTENDING THE TERM TO DECEMBER 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

52197 RESOLUTION AUTHORIZING APPLICATION AND ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF \$38,442.00 FROM THE FY2020 YOUTH INCENTIVE GRANT PROGRAM FOR THE TERM JANUARY 1, 2020 TO DECEMBER 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

52198 RESOLUTION AUTHORIZING APPLICATION AND ACCEPTANCE OF GRANT FUNDS FROM THE NJ DEPARTMENT OF CHILDREN AND FAMILIES FOR THE FY2020 HUMAN SERVICES PLANNING GRANT IN THE TOTAL AMOUNT OF \$73,704.00 FOR THE TERM JANUARY 1, 2020 TO DECEMBER 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

52199 RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH INSPIRA MEDICAL CENTERS, INC. FOR THE USE OF MORGUE FACILITIES BY THE MEDICAL EXAMINER FROM JANUARY 1, 2020 TO DECEMBER 31, 2020 IN AN AMOUNT NOT TO EXCEED \$50,000.00.

	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	X			
Freeholder Lavender			X			
Freeholder Simmons						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	X			
Freeholder Lavender			X			
Freeholder Simmons						X
Director Damminger			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	X			
Freeholder Lavender			X			
Freeholder Simmons						X
Director Damminger			X			

Comments: N/A

Time: 6:23

**RESOLUTION SETTING FORTH DATE, TIME AND LOCATION FOR
THE ANNUAL REORGANIZATION MEETING ON JANUARY 3, 2020
AT 6:00 P.M., IN THE CEREMONIAL COURTROOM**

WHEREAS, N.J.S.A. 40:20-75 mandates that the Board of Chosen Freeholders conduct an annual reorganization meeting and shall set the time and date by resolution.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Gloucester does hereby set and establish January 3, 2020, at 6:00 p.m., in the Ceremonial Courtroom (Courtroom #201), in the Old Courthouse, located at 1 North Broad Street, Woodbury, New Jersey as the date, time and place of the 2020 Annual Reorganization.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 18, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

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 that the County of Gloucester hereby requests the Director of the Division of Local Government Services approve the insertion of special items of revenue into the Gloucester County budget for the year 2019 as follows:

- (1) The sum of **\$1,605.00**, which item is now available as a revenue from the State of New Jersey Department of Labor and Workforce Development SmartSteps Program, to be appropriated under the caption of the State of New Jersey Department of Labor and Workforce Development SmartSteps Program - *Other Expenses*
- (2) The sum of **\$300,680.00**, which item is now available as a revenue from the State of New Jersey Department of Human Services Social Services for the Homeless, to be appropriated under the caption of the State of New Jersey Department of Human Services Social Services for the Homeless - *Other Expenses*
- (3) The sum of **\$69,641.00**, which item is now available as a revenue from the State of New Jersey Department of Human Services Social Services for the Homeless-TANF, to be appropriated under the caption of the State of New Jersey Department of Human Services Social Services for the Homeless-TANF - *Other Expenses*
- (4) The sum of **\$15,000.00**, which item is now available as a revenue from the United States Secret Service Electronic Crimes Task Force, to be appropriated under the caption of the United States Secret Service Electronic Crimes Task Force - *Other Expenses*
- (5) The sum of **\$4,528.00**, which item is now available as a revenue from the State of New Jersey Department of Law and Public Safety Body Armor Replacement-Corrections, to be appropriated under the caption of the State of New Jersey Department of Law and Public Safety Body Armor Replacement-Corrections - *Other Expenses*
- (6) The sum of **\$3,689.00**, which item is now available as a revenue from the State of New Jersey Department of Law and Public Safety Body Armor Replacement-Prosecutor, to be appropriated under the caption of the State of New Jersey Department of Law and Public Safety Body Armor Replacement-Prosecutor - *Other Expenses*
- (7) The sum of **\$8,473.00**, which item is now available as a revenue from the State of New Jersey Department of Law and Public Safety Body Armor Replacement-Sheriff, to be appropriated under the caption of the State of New Jersey Department of Law and Public Safety Body Armor Replacement-Sheriff - *Other Expenses*
- (8) The sum of **\$60,373.00**, which item is now available as a revenue from the State of New Jersey Department of State 2020 Complete Count Commission Grant Program, to be appropriated under the caption of the State of New Jersey Department of State 2020 Complete Count Commission Grant Program - *Other Expenses*
- (9) The sum of **\$80,500.00**, which item is now available as a revenue from the State of New Jersey Department of Labor and Workforce Development Workfirst New Jersey, to be appropriated under the caption of the State of New Jersey Department of Labor and Workforce Development Workfirst New Jersey - *Other Expenses*

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on December 18, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE BURNS,
CLERK OF THE BOARD**

**RESOLUTION AUTHORIZING AND APPROVING THE
BILL LISTS FOR THE MONTH OF DECEMBER 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 December 13, 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 December 13, 2019.

NOW, THEREFORE, BE IT RESOLVED that the County’s bill list for the period ending December 13, 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 December 13, 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, December 18, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

**RESOLUTION AUTHORIZING CANCELLATION OF GRANT
RECEIVABLE AND RESERVE BALANCES**

WHEREAS, the County Treasurer’s Office, in reviewing various grant accounts, has determined that some balances should be canceled because of projects coming in under original budget; and

WHEREAS, the Treasurer’s Office has further determined that it is necessary to cancel the grant receivable and reserve balances as set forth below.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Gloucester hereby authorizes cancellation of the following grant receivable and reserve balances:

Project Number	Project Title	Receivable	Reserve
16-266	Mental Health Diversionary Program	75,000.00	75,000.00
17-080	Hurffville Grenlock Road Improvements	106,536.53	106,536.53
17-081	Workforce Innovations and Opportunities Act	12,250.00	12,250.00
17-082	Workforce Learning Link	145.00	145.00
17-258	2017 Electronic Crimes Task Force	759.79	759.79
17-469	Section 5310 Federal Transit Admin	6,569.69	6,569.69
17-470	Mobility Management Grant	46,514.00	46,514.00
18-010	HAVA Electronics Security Grant	300.50	300.50
18-092	SmartSteps Program	1,605.00	1,605.00
18-222	Child Passenger Safety Seat Program	2,082.88	2,082.88
18-241	Sexual Assault Response Team	177.77	177.77
18-242	Insurance Fraud Investigation	8,214.54	8,214.54
18-243	Victims of Crime Act (VOCA)	1,362.49	1,362.49
18-247	2018 Traffic Safety Program	7,195.25	7,195.25
18-248	DUI Sobriety Checkpoint & Saturation	6,867.47	6,867.47
18-258	2018 Electronic Crimes Task Force	4.70	4.70
18-261	Narcotics Task Force	163.41	163.41
19-247	2019 Traffic Safety Program	8,814.48	8,814.48
19-264	Click It or Ticket Grant	2,160.00	2,160.00
19-268	Distracted Driving Crackdown	1,320.00	1,320.00

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on December 18, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

RESOLUTION AUTHORIZING THE CANCELLATION OF VARIOUS IMPROVEMENT AUTHORIZATIONS

WHEREAS, certain General Capital Improvement Authorization balances remain dedicated to projects now completed; and

WHEREAS, it is necessary to formally cancel said unexpended balances so that they may be transferred, as appropriate, to the Reserve for Debt Service, the Capital Improvement Fund, or Deferred Charges Unfunded.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the following unexpended and dedicated balances of General Capital Improvement Authorizations shall be canceled and transferred as follows:

<u>Ordinance</u>	<u>Purpose</u>	<u>Transferred To</u>	<u>Amount</u>
51756-7H	Acquisition of Computer and Phone Equipment	Deferred Charges – Unfunded	\$ 472.00
51756-7D	Reconstruction and/or Renovation to various County Buildings	Deferred Charges – Unfunded	\$ 500.00

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on December 18, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

A-6

RESOLUTION AUTHORIZING THE COUNTY TO JOIN THE SOURCEWELL NATIONAL COOPERATIVE PRICING SYSTEM

WHEREAS, a cooperative purchasing system allows participating members to purchase from vendors in accordance with the same terms as the Lead Agency, pursuant to N.J.S.A. 40A:11-10 and 11-11; and

WHEREAS, the County of Gloucester now seeks to join the Sourcewell National Cooperative Pricing System.

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 an Agreement for the County to join as a participating member in the Sourcewell National Cooperative Pricing System.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on December 18, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

SOURCEWELL AGREEMENT

This Agreement, made effective on the date hereof, by and between Sourcewell (formerly known as National Joint Powers Alliance) and Gloucester County (hereinafter referred to as the "Member").

Agreement

1. Sourcewell, a public entity whose creation was authorized by Minn. Stat. § 123A.21, has followed procurement procedures for products and services offered by this Agreement in accordance with Minn. Stat. § 471.345. Sourcewell is permitted to engage in cooperative purchasing pursuant to Minn. Stat. § 123A.21 Subd. 7(23).
2. It is the sole responsibility of each Member to follow state and local procurement statutes and rules as it pertains to cooperative purchasing or joint power Agreements with in-state or out-of-state public agencies.
3. Sourcewell makes cooperative purchasing contracts available to Members "as is," and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Member. Members are permitted to negotiate and agree to additional terms and conditions with Vendors directly.
4. Each party shall be responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Member will be responsible for all aspects of its purchase, including ordering its goods and/or services, inspecting and accepting the goods and/or services, and paying the Vendor who will have directly billed the Member placing the order.
5. The use of each contract by the Member will adhere to the terms and conditions of the Sourcewell contract.
6. Any dispute which may arise between the Member and the Vendor are to be resolved between the Member and the Vendor.
7. This Agreement incorporates all Agreements, covenants and understandings between Sourcewell and the Member. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written amendment executed by both parties.

County of Gloucester

Sourcewell

By _____
Robert M. Damminger
Freeholder Director
December 18, 2019

 DATE

 TITLE

 DATE

Rev. 5/2018

MEMBER INFORMATION

Indicate an address to which correspondence may be delivered.

Organization Name* Gloucester County

Address* 2 South Broad

City Woodbury

State/Province Code NJ ZIP code* 08096

Country USA

Employer Identification Number 21-6000660

Website www.co.gloucester.nj.us

Contact person* (First, Last) Kimberly Larter

Job Title* Qualified Purchasing Agent

Job Role* Purchasing duties

E-mail* klarter@co.gloucester.nj.us

Phone* 856-853-3415

Organization Type:

Government

- Federal
- State
- County
- Municipality
- Tribal
- Township
- Special District

Education

- Pre-K
- Public K-12
- Private K-12
- Public Higher Ed
- Private Higher Ed

Non-Profit (Please include documentation demonstrating non-profit status)

- Church
- Medical Facility
- Other

REFERRED BY

- Advertisement
- Colleague/Friend
- Vendor Representative
- Conference/Trade Show _____
- Search Engine/Web Search

RETURN COMPLETED AGREEMENT TO:

Sourcewell
202 12th Street NE
P.O. Box 219
Staples, MN 56479

877-585-9706
membership@sourcewell-mn.gov

**Denotes required information*

**RESOLUTION AUTHORIZING A CONTRACT WITH REHAB CLINICS (SPT)
d/b/a NOVACARE REHABILITATION FROM JANUARY 1, 2020 TO
DECEMBER 31, 2021 IN AN AMOUNT NOT TO EXCEED \$50,000.00 PER YEAR**

WHEREAS, the County of Gloucester advertised for the receipt of public bids for the provision of medical services which include pre-placement/post offer comprehensive functional employment testing, fitness for duty screenings, and functional capacity evaluations for employees, as set forth in bid specifications PD-019-070; and

WHEREAS, bids were publicly received and opened on December 3, 2019, and after following proper bid opening and evaluation procedure, it was determined that Rehab Clinics (SPT) d/b/a NovaCare Rehabilitation of 3115 Route 38, Suite 200, Mt. Laurel, NJ 08054 was the lowest responsive and responsible bidder in an amount not to exceed \$50,000.00 per year; and

WHEREAS, the County's Qualified Purchasing Agent has recommended the award of a contract to Rehab Clinics (SPT) d/b/a NovaCare Rehabilitation from January 1, 2020 to December 31, 2021, with the County reserving an option to extend the contract for one (1) two-year period or two (2) one-year periods; and

WHEREAS, the Contract is awarded pursuant to, and consistent with, the terms and provisions of the Local Public Contracts Law, N.J.S.A 40A:11-1, et seq.; and

WHEREAS, the contract is for estimated units of service and is open-ended, which does not obligate the County of Gloucester to make any purchase or engage any service and, therefore, no Certificate of Availability of Funds is required at this time. Continuation of the contract beyond December 31, 2020 is conditioned upon the approval of the final 2021 Gloucester County budget.

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 to attest to, a contract with Rehab Clinics (SPT) d/b/a NovaCare Rehabilitation for the provision of medical services as per PD-019-070, from January 1, 2020 to December 31, 2021, with the County having an option to extend the contract for one (1) two-year period or two (2) one-year periods, in an amount not to exceed \$50,000.00 per year; and

BE IT FURTHER RESOLVED that prior to any service rendered or purchase made pursuant to the within award, a Certificate of Availability of Funds must be obtained from the County Treasurer, certifying that sufficient monies are available at that time for that particular purpose and identifying the line item from the County Budget out of which said funds will be paid. Continuation of the contract beyond December 31, 2020 is conditioned upon the approval of the final 2021 Gloucester County budget.

ADOPTED by the Board of Chosen Freeholders of the County of Gloucester held on December 18, 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
RehabClinics, (SPT), Inc. d/b/a
NOVACARE REHABILITATION**

THIS CONTRACT is made effective the 18th day of **December, 2019**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, NJ 08096, hereinafter referred to as "**County**", and **RehabClinics (SPT) d/b/a NOVACARE REHABILITATION** with an address of 3115 Rt. 38, Suite 200, Mt. Laurel, NJ 08054 (hereinafter "**Contractor**").

RECITALS

WHEREAS, there exists a need for the County to contract for the provision of medical services which include pre-placement/post offer comprehensive functional employment testing, fitness for duty screenings, and functional capacity evaluations for employees, as set forth in specification PD-019-070; and

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

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

TERMS OF AGREEMENT

1. **TERM**. This Contract shall be effective from January 1, 2020 to December 31, 2021, with the County reserving an option to extend this Contract for one (1) two-year period, or two (2) one-year periods. Continuation of this Contract beyond December 31, 2020 is conditioned upon approval of the final 2021 County Budget.

2. **COMPENSATION**. Contractor shall be compensated for estimated units of service, as set forth in the specifications PD-019-070, at the rate set forth in Contractor's bid response, and shall be in a total amount not to exceed \$50,000.00 per contract year.

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

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be for the provision of medical services which include pre-placement/post offer comprehensive functional employment testing, fitness for duty screenings, and functional capacity evaluations for employees, as set forth in specification PD-019-070 and Contractor's bid response, which are incorporated into and made part of this Contract by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

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

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

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

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

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

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

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

20. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

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

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

23. **CONTRACT PARTS.** This Contract shall consist of this document, the specifications of PD-019-070 and Contractor's bid response. If there is a conflict between this Contract and the specifications or the bid response, then this Contract and the specifications shall control.

THIS CONTRACT shall be effective the 18th day of December, 2019.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and 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:

**Rehab Clinics (SPT) d/b/a
NOVACARE REHABILITATION**

By: *(print)*
Title:

B-1

**RESOLUTION AUTHORIZING A CONTRACT WITH
CONSTITUTION PRINTING COMPANY, FOR \$22,145.08**

WHEREAS, the County of Gloucester has a need for vote by mail envelopes with enhanced security features; and

WHEREAS, the County Clerk of Gloucester County recommends that said products can be provided by Constitution Printing Company, with a mailing address of P.O. Box 358, Woodbury, New Jersey 08096; and

WHEREAS, the cost proposal of Constitution Printing Company is for a total amount of \$22,145.08; and

WHEREAS, the Treasurer of the County of Gloucester has certified the availability of funds pursuant in the amount of \$22,145.08, pursuant to C.A.F. # 19-10836, which \$22,145.08 shall be charged against budget line item 9-01-20-120-002-20245; and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because the vendor has certified that it will not make a disqualifying contribution during the term of the contract; and

WHEREAS, the services to be performed as to this contract are relative to election expenses and therefore is an exception to the Local Public Contracts Law as described and provided by N.J.S.A. 40A:11-5(1).

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and Clerk of the Board be and are hereby authorized to execute the contract between the County of Gloucester and Constitution Printing Company for the provision of vote by mail envelopes with enhanced security features, for \$22,145.08.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 18, 2019, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**CONTRACT BETWEEN
CONSTITUTION PRINTING COMPANY
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 18TH day of December 2019, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **CONSTITUTION PRINTING COMPANY**, with a mailing address of P.O. Box 358, Woodbury, New Jersey 08096, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, there exists a need for the County to contract for vote by mail envelopes with enhanced security features; and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it will not make a disqualifying contribution during the term of the contract; and

WHEREAS, the services to be performed as to this contract are relative to election expenses and therefore is an exception to the Local Public Contracts Law as described and provided by N.J.S.A. 40A:11-5(1); and

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

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

TERMS OF AGREEMENT

1. **TERM**. Contract shall be effective upon the execution of contract and Vendor shall complete delivery and all services within a reasonable period of time.
2. **COMPENSATION**. Vendor shall be compensated for a total amount of \$22,145.08, as per the Vendor's quotations, dated November 27, 2019.

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

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

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

3. **DUTIES OF CONTRACTOR.** Specific duties of the Vendor are set forth in Vendor's quotations, dated November 27, 2019, which are incorporated and made part of this contract as **Attachment A**, together with any other specifications issued by the County in connection with this contract.

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

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

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

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

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

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

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

the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. **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.

17. **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.

18. **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.

19. **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.

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

21. **CONFLICT OF INTEREST.** Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this contract. The Company further covenants that in the performance of this contract, no person having any such interest shall be employed.

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

23. **BINDING EFFECT.** This contract shall be binding on the undersigned and their successors and assigns.

24. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of the County and Vendor's Quotations, attached hereto as Attachment A, dated November 27, 2019. If there is a conflict between this Contract and the specification or the Vendor's response, then this Contract and the Specifications shall control.

THIS CONTRACT is dated this 18th day of December, 2019.

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

ATTEST:

COUNTY OF GLOUCESTER

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

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**CONSTITUTION PRINTING
COMPANY**

**BY:
TITLE:**

ATTACHMENT A

Constitution Printing Company

PO Box 358, Woodbury, NJ 08096-7358

856-845-0225

856-599-1545 Fax

cpcompany@comcast.net

QUOTATION

November 27, 2019

Gloucester County Clerk
Election Division
550 Grove Road
West Deptford, NJ 08066
Attn: Tiffany Pindale

We appreciate the opportunity to quote on your printing needs. The following quotation, good for 30 days, is based on the order specifications you requested and how we interpreted your request. **Please note**, This project is subject to 10% over/under quantities and will be billed accordingly.

<u>DESCRIPTION</u>	<u>QTY</u>	<u>PRICE</u>
#9 Special Mailer Envelope General or Primary Election Stock: #24 White Wove Size: 8 7/8" x 10 3/4" Pocket Size: 5 1/2" plus 1/8" throat Flap Size: 5 1/4" from fold Prints: 2/sides 1/color -pms #349 Blind perforation (1) Remoistenable Gum Folds to: 8 7/8" x 5 5/8" Shrink wrap: 100's	60,000	\$12,769.68
#28 Canary Prism / General - School	20,000	\$ 4,560.64

Note: Revised spec's include removal of Instructions to Mail-In Voter and addition of knock out security panel.

Turn-a-round: 6 weeks

Thank you,

Dan Dewechter

Constitution Printing Company

P O Box 358, Woodbury, NJ 08096-7358

856-845-0225

856-599-1545 Fax

cpcompany@comcast.net

QUOTATION

November 27, 2019

Gloucester County Clerk
550 Grove Road
West Deptford, NJ 08066
Attn: Tiffany Pindale

We appreciate the opportunity to quote on your printing needs. The following quotation, good for 30 days, is based on the order specifications you requested and how we interpreted your request. **Please note**, These projects are subject to 10/% over/under quantities and will be billed accordingly.

<u>DESCRIPTION</u>	<u>QTY</u>	<u>PRICE</u>
ELECTION ENVELOPES - Civilian 6 1/2" x 9 1/2" Booklet - Window #28 Canary Prism Prints 2 over 0 PMS# 349/Black	15,000	\$2,135.07

Turn-a-round: 6 weeks

Thank you,

Dan Dewechter

Constitution Printing Company

P O Box 358, Woodbury, NJ 08096-7358

856-845-0225

856-599-1545 Fax

cpecompany@comcast.net

QUOTATION

November 27, 2019

Gloucester County Clerk
550 Grove Road
West Deptford, NJ 08066
Attn: Tiffany Pindale

We appreciate the opportunity to quote on your printing needs. The following quotation, good for 30 days, is based on the order specifications you requested and how we interpreted your request. **Please note**, These projects are subject to 10/% over/under quantities and will be billed accordingly.

<u>DESCRIPTION</u>	<u>QTY</u>	<u>PRICE</u>
ELECTION ENVELOPES - Civilian 6" x 9" Booklet Envelope -BRM #28 Canary Prism Prints: 2 over 1 PMS# 349/Black - Front 349 - Back	15,000	1,845.69

Estimated Freight - Dock to Dock

15,000 6 x 9's,

15,000 6.5 x 9.5's

80,000 #9 Affirmation envelopes

\$265.00

Turn-a-round: 6 weeks

Thank you,

Dan Dewechter

Constitution Printing Company

PO Box 358, Woodbury, NJ 08096-7358

856-845-0225

856-599-1545 Fax

cpcompany@comcast.net

QUOTATION

November 27, 2019

Gloucester County Clerk
Election Division
550 Grove Road
West Deptford, NJ 08066
Attn: Tiffany Pindale

We appreciate the opportunity to quote on your printing needs. The following quotation, good for 30 days, is based on the order specifications you requested and how we interpreted your request.

<u>DESCRIPTION</u>	<u>QTY</u>	<u>PRICE</u>
GC #9 Affirmation VBM Envelope	12,000	\$504.00
IMPRINT - SECURITY BLOCK OUT ON SUPPLIED ENVELOPES BULK PACKED NO SHRINK WRAPPING	(\$42.00 PER 1/M)	
Composition/File Prep		\$ 65.00

Turn-a-round: 3 weeks

Thank you,

Dan Dewechter

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. 19-10836

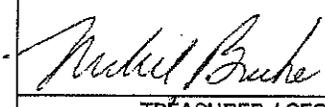
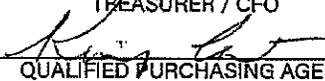
Pg 1 **SHIP TO**
 GLOUC. CO CO CLERK ELECT DIV.
 550 GROVE ROAD
 WEST DEPTFORD, NJ 08066
 856-384-4530

ORDER DATE: 12/03/19
 REQUISITION NO: R9-25910
 DELIVERY DATE:
 STATE CONTRACT: QUOTATION
 ACCOUNT NUM:

VE N D O R
 VENDOR #: CONST020
 CONSTITUTION PRINTING COMPANY
 ATTN: DAN
 PO BOX 358
 WOODBURY, NJ 08096-7358

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	#9 SPECIAL MAILER ENVELOPE GENERAL OR PRIMARY ELECTION STOCK:#24 WHITE WOVE SIZE: 8 7/8" X 10 3/4" POCKET SIZE:5 1/2" PLUS 1/8" THROAT FLAP SIZE:5 1/4" FROM FOLD PRINTS: 2/SIDES 1/COLOR-PMS #349 BLIND PERFORATION (1) REMOISTENABLE GUM FOLDS TO: 8 7/8" X 5 5/8" SHRINK WRAP: 100'S QTY: 60,000	9-01-20-120-002-20245 Election Expense - Elections	12,769.6800	12,769.68
1.00	#28 CANARY PRISM/GEN - SCHOOL QTY: 20,000	9-01-20-120-002-20245 Election Expense - Elections	4,560.6400	4,560.64
1.00	ELECTION ENVELOPES - CIVILIAN 6 1/2" X 9 1/2" BOOKLET - WINDOW #28 CANARY PRISM PRINTS 2 OVER 0 PMS# 349/BLACK QTY: 15,000	9-01-20-120-002-20245 Election Expense - Elections	2,135.0700	2,135.07
1.00	ELECTION ENVELOPES - CIVILIAN 6" X 9" BOOKLET ENVELOPE - BRM #28 CANARY PRISM PRINTS: 2 OVER 1	9-01-20-120-002-20245 Election Expense - Elections	1,845.6900	1,845.69

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	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  TREASURER / CFO
VENDOR SIGN HERE _____ DATE _____ TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____	DEPARTMENT HEAD _____ DATE _____	 QUALIFIED PURCHASING AGENT

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. 19-10836

Pg 2

SHIP TO

GLOUC. CO CO CLERK ELECT DIV.
550 GROVE ROAD
WEST DEPTFORD, NJ 08066
856-384-4530

VENDOR

VENDOR #: CONST020

CONSTITUTION PRINTING COMPANY
ATTN: DAN
PO BOX 358
WOODBURY, NJ 08096-7358

ORDER DATE: 12/03/19
REQUISITION NO: R9-25910
DELIVERY DATE:
STATE CONTRACT: QUOTATION
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	PMS# 349/BLACK - FRONT 349 - BACK QTY: 15,000 GC #9 AFFIRMATION VBM ENVELOPE IMPRINT - SECURITY BLOCK OUT ON SUPPLIED ENVELOPES BULK PACKED NO SHRINKING WRAPPING	9-01-20-120-002-20245 Election Expense - Elections	504.0000	504.00
1.00	QTY: 12,000 (\$42.00 PER 1/M) COMPOSITION/FILE PREP	9-01-20-120-002-20245 Election Expense - Elections	65.0000	65.00
1.00	EST. FRT - DOCK TO DOCK 15,000 6 X 9'S 15,000 6.5 X 9.5'S 80,000 #9 AFFIRMATION ENVELOPES	9-01-20-120-002-20245 Election Expense - Elections	265.0000	265.00
			TOTAL	22,145.08

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>Melvin Brube</i> TREASURER / CFO</p> <p><i>Kimberly...</i> QUALIFIED PURCHASING AGENT</p>
<p>MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS</p>		

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

BUSINESS ENTITY DISCLOSURE CERTIFICATION
Contracting Agency: County of Gloucester

N.J.S.A. 19:44A-20-4 et seq., commonly known as the New Jersey Local Unit Pay-to-Play Law, provides that Gloucester County may not award a contract for more than \$17,500.00 to any business entity which has made certain reportable campaign contributions unless the contract is awarded pursuant to a fair and open process.

Reportable campaign contributions (as defined by N.J.S.A. 19:44A-1 et seq.) may not have been made to any County committee of a political party in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County at the time that 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.

The law further prohibits the business entity receiving the contract from making such contributions during the term of the contract, unless the contract is awarded pursuant to a fair and open process.

Having considered the limitations set forth above, the undersigned business entity hereby certifies that neither it nor anyone with an interest in it has, during the one year period preceding the award of the contract, made such a reportable contribution that would bar the award of a contract to it. The undersigned further certifies that neither it, nor anyone within an interest in it, will make any such contribution during the term of the contract awarded.

The undersigned is fully aware that if he/she has made any misrepresentation in this certification, he/she and/or the business entity will be liable for any penalty permitted under the law.

DEWECHTER, INC.

Name of Business Entity: T/A CONSTITUTION PRINTING COMPANY
Signed: Daniel Dewechter Title: PRESIDENT
Print Name: DANIEL J. DEWECHTER Date: DECEMBER 3, 2019

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.

POLITICAL CONTRIBUTION DISCLOSURE CERTIFICATION

Contracting Agency: County of Gloucester

New Jersey Law, provides that Gloucester County may not enter into a contract for more than \$17,500.00 (except contracts that are required by law to be publicly advertised for bids) with any business entity unless the County receives from that business entity a Political Contribution Disclosure Form.

The Disclosure Form requires the business entity to list political contributions that are set forth in N.J.S.A. 19:44A-20.26 and are reportable by the recipient pursuant to the provisions of N.J.S.A. 19:44A-1 et seq., and that were made by the business entity during the preceding 12 month period.

A business entity contracting with a county, independent authority, or board of election shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

Accordingly, as a business entity to whom a contract may be awarded by the County, you are required to include with your contract proposal a list of all such contributions made during the preceding 12 months, indicating the date and amount of each contribution and the name of the recipient of each contribution.

Please list all such contributions below. (If no such contributions have been made, indicate "None"):

Date	Amount	Recipient's Name
	NONE	

By signing below, you are certifying that the information you have provided is accurate, and that you are aware that if you have made any misrepresentation in this certification, then you and/or your business entity will be liable for any penalty permitted under the law.

Name of Business Entity: DEWECHTER, INC.

T/A CONSTITUTION PRINTING COMPANY

Signed: Daniel J. Dewechter

Title: PRESIDENT

Print Name: DANIEL J. DEWECHTER

Date: DECEMBER 3, 2019

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT
WITH DELAWARE VALLEY VETERINARY HOSPITAL**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on March 20, 2019 authorizing the award of RFP#19-027, from April 1, 2019 to March 31, 2020; and

WHEREAS, a contract was awarded to Delaware Valley Veterinary Hospital, in an amount not to exceed \$17,000.00, pursuant to the proposal submitted for RFP#19-027; and

WHEREAS, an amendment to this Contract is necessary to authorize an increase of \$20,000.00 to the contract amount, resulting in an amount not to exceed \$37,000.00, for unforeseen additional services to Spay/Neuter Services, Emergency Veterinary Services during normal business hours and after hours; 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 Delaware Valley Veterinary Hospital by \$20,000.00, resulting in a contract amount not to exceed \$37,000.00, from April 1, 2019 to March 31, 2020.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 18, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**AMENDMENT TO CONTRACT
BETWEEN
DELAWARE VALLEY VETERINARY HOSPITAL
AND
COUNTY OF GLOUCESTER**

THIS is an amendment to a contract entered into on the 1ST day of April, 2019, by and between **Delaware Valley Veterinary Hospital** with offices at 400 Swedesboro Road, Mullica Hill, New Jersey 08062, hereinafter referred to as **“Contractor”**, and the **County of Gloucester**, hereinafter referred to as **“County”**.

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

The Contract is amended due to unforeseen additional services to Spay/Neuter Services, Emergency Veterinary Services during normal business hours and after hours.

Therefore, the Contract is amended to increase the contract amount by \$20,000.00, resulting in an amount not to exceed \$37,000.00, from April 1, 2019 to March 31, 2020.

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,
FREEHOLDER DIRECTOR**

ATTEST:

**DELAWARE VALLEY
VETERINARY HOSPITAL**

**By:
Title:**

B-3

RESOLUTION ACCEPTING FUNDS FROM THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES, DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES FOR THE MEDICAL ASSISTED TREATMENT INITIATIVE IN THE PRORATED AMOUNT OF \$125,000.00 FROM FEBRUARY 1, 2020 TO JUNE 30, 2020

WHEREAS, the Gloucester County Department of Corrections and Salem County Department of Corrections filed a joint application to the New Jersey Division of Mental Health and Addiction Services for funding from the Medication Assisted Treatment Initiative to provide medication, case management and follow-up services for inmates with opioid use disorder at the Salem County Corrections Facility; and

WHEREAS, on November 7, 2019 the County of Gloucester received confirmation that it would be awarded an annualized contract amount of \$300,000.00 from July 1, 2019 to June 30, 2020, with the award prorated in the amount of \$125,000.00 from February 1, 2020 through June 30, 2020; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the County hereby accepts Medication Assisted Treatment Initiative funds awarded by the New Jersey Division of Mental Health and Addiction Services as referenced hereinabove in the prorated amount of \$125,000.00 from February 1, 2020 to June 30, 2020; and

BE IT FURTHER RESOLVED, that the Freeholder Director is authorized to execute the State of New Jersey Department of Human Services Standard Language Document for Social Service and Training Contracts, as well as any other documents necessary and proper to carry out the objectives of this Resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 18, 2019 in Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

GRANT REQUEST FORM

DATE: November 26, 2019

- 1. TYPE OF GRANT
 NEW GRANT RENEWAL

- 2. GRANT TITLE: Gloucester County Department of Corrections Jail MAT Initiative

- 3. GRANT TERM: FROM: 7/1/2019 TO: 6/30/2020

- 4. DATE APPLICATION DUE TO GRANTOR: 6/24/19

- 5. CFDA NUMBER: _____

- 6. STATE GRANT NUMBER: _____

- 7. COUNTY DEPARTMENT: Department of Corrections

- 8. DEPT. CONTRACT PERSON & PHONE NO.: Sgt. Selina Pulliam @ 856-384-4650

- 9. NAME OF FUNDING AGENCY: NJ Division of Mental Health & Addiction Services

- 10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): To expand the use of Medication Assisted Treatment (MAT) behind the wall for inmates who have an opioid use disorder.

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

12. INDIRECT COST (IC) RATE %

13. IC CHARGED TO GRANT : \$

14. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	\$ <u>300,000.00</u>	
CASH MATCH	\$ <u> </u>	
IN-KIND MATCH (Attached Documentation)	\$ <u> </u>	<u> </u> (Attach Documentation)

TOTAL PROGRAM BUDGET \$ 300,000.00

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ _____

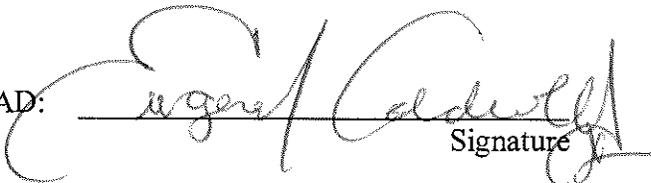
TOTAL OTHER EXPENSES (b): \$ 300,000.00

TOTAL FRINGE (c): \$ _____

TOTAL PROGRAM COST (d): \$ 300,000.00

TOTAL GRANT FUNDING (e): \$ 300,000.00

TOTAL COUNTY FUNDING (f): \$ _____

DEPT. HEAD: 
Signature

DATE: 11/26/19

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

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

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

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



State of New Jersey

DEPARTMENT OF HUMAN SERVICES
DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES
PO BOX 362
5 COMMERCE WAY
HAMILTON, NJ 08691

PHILIP D. MURPHY
Governor

CAROLE JOHNSON
Commissioner

SHEILA Y. OLIVER
Lt. Governor

VALERIE L. MIELKE, MSW
Assistant Commissioner

December 11, 2019

Warden Eugene J. Caldwell 2nd
Gloucester County Department of Corrections
1340 Almonesson Rd.
Woodbury, N.J. 08096

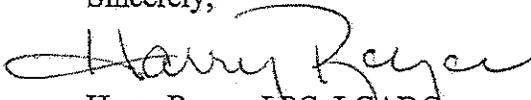
RE: Revised Letter of Award for Gloucester County Correctional Facility Jail MAT Initiative

Dear Warden Caldwell:

Please accept this revised letter of award for Gloucester County. The annualized award of \$300,000 (7/1/19 – 6/30/20) is being prorated based upon an anticipated February 1, 2020 program start of enhancing MAT services. This prorates to \$125,000 through June 30, 2020.

Per your budget and RLI, you will be prescribing MAT for up to 459 inmates annually which prorates to approximately 191 inmates during the contract period. Please complete the Annex A for this service based upon a December 1, 2019 start as the DMHAS contracting process is underway. On behalf of DMHAS, I want to sincerely thank you for Gloucester County's dedication to assisting inmates with opioid use disorder.

Sincerely,


Harry Reyes, LPC, LCADC
Assistant Division Director

- C: Valerie Mielke, Assistant Commissioner, DMHAS
Renee Burawski, Chief of Staff, DMHAS
Morris Freedman, CFO DMHAS
Steven Fishbein, Dep. Asst. Director, DMHAS
Suzanne Lawrence, Chief of Staff DOC

STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES

SUBJECT: Department of Human Services' Standard Language Document for Social Service and Training Contracts

EFFECTIVE: This policy circular shall become effective on July 1, 2010 and shall be implemented as new Contracts commence or existing Contracts are renewed thereafter.

PROMULGATED: June 30, 2010

SUPERSEDES: Policy Circular P2.01, Department of Human Services' Standard Language Document for Social Service and Training Contracts promulgated July 20, 2009.

I. SCOPE

This policy circular applies to all Contracts.

II. POLICY

- A. The Standard Language Document, Attachment 1, establishes non-negotiable obligations, responsibilities, rights and relationships of the Contract parties. Programmatic and fiscal differences among Contracts are contained in the Contract Annex (es).
- B. Contracts with effective dates on or after July 1, 2010, shall use this document.

Issued by:

Diane Zompa
Chief of Staff
Department of Human Services

Howard Mass, Director
Office of Administration

STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES

STANDARD LANGUAGE DOCUMENT
FOR SOCIAL SERVICE AND TRAINING CONTRACTS

This CONTRACT is effective as of the date recorded on the signature page between the Department and the Provider Agency identified on the signature page.

WHEREAS the New Jersey Department of Human Services (the "Department") has been duly designated under the authority of N.J.S.A. 30:1A-1, 30:1-11, 30:1-12, and 30:1-20 to administer or supervise the administration of social service and training programs and has, in turn, designated the Departmental Component to be directly responsible for the funding, implementation and administration of certain social service and training programs, including the program(s) covered by this Contract; and

WHEREAS the Department desires that the Provider Agency provide services and the Provider Agency has agreed to provide services in accordance with the terms and conditions contained in this Contract;

THEREFORE the Department and the Provider Agency agree as follows:

I. DEFINITIONS

For the purposes of this document, the following terms, when capitalized, shall have meanings as stated:

Additional Insured means an endorsement to an insurance policy extending the coverage to the State of New Jersey against loss in accordance with the terms of the policy. Designating the State as an additional insured permits the Department to pay the premium should the insured fail to do so.

Annex (es) means the attachment(s) to this document containing programmatic and financial information.

Consumer means an individual receiving services from or funded in whole or in part by DHS or one of its departmental components.

Contract means this document, the Annex (es), any additional appendices or attachments (including any approved assignments, subcontracts or modifications) and all supporting documents. The Contract constitutes the entire agreement between the parties.

Contractor means the person or entity entering into this contract with DHS or one of its departmental components.

Department means the New Jersey Department of Human Services. It means, where appropriate from the context, the division, commission, bureau, office, unit or other designated component of the Department of Human Services responsible for the administration of particular Contract programs.

Departmental Component means the divisions, bureau, commissions, office or other unit within the Department responsible for the negotiation, administration review, approval, and monitoring of certain social service or training Contracts.

Expiration means the cessation of the Contract because its term has ended.

Notice means an official written communication between the Department and the Provider Agency. All Notices shall be delivered in person or by certified mail, return receipt requested, and shall be directed to the persons and addresses specified for such purpose in the Annex(es) or to such other persons as either party may designate in writing.

The Notice shall also be sent by regular mail and shall be presumed to have been received by the addressee five Days after being sent to the last address known by the Department.

Provider Agency means the person or entity entering into this contract with DHS or one of its departmental components.

Subcontractee means the legal entity that enters into a Contractual arrangement with a Contractee (Contracted Provider Agency) or another Subcontractee, no matter how many interceding administrative Tiers (levels) separate the parties.

Termination means an official cessation of this Contract, prior to the expiration of its term, that results from action taken by the Department or the Provider Agency in accordance with provisions contained in this Contract.

II. BASIC OBLIGATIONS OF THE DEPARTMENT

Section 2.01 Payment. As established in the Annex (es), payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered. Such payment(s) shall be authorized by the Department in accordance with the time frames specified in the Annex (es). Total payments shall not exceed the maximum Contract amount, if any, specified in the Annex (es). All payments authorized by the Department under this Contract

shall be subject to revision on the basis of an audit or audits conducted under Section 3.13 Audit or on the basis of any Department monitoring or evaluation of the Contract.

Section 2.02 Referenced Materials. Upon written request of the Provider Agency, the Department shall make available to the Provider Agency copies of federal and State regulations and other material specifically referenced in this document.

III. BASIC OBLIGATIONS OF THE PROVIDER AGENCY

Section 3.01 Contract Services. The Provider Agency shall provide services to eligible persons in accordance with all specifications contained in this Contract.

Section 3.02 Reporting. The Provider Agency shall submit to the Department programmatic and financial reports on forms provided by the Department. The reporting frequency and due date(s) are specified and sample forms to be used are included in the Annex (es), or otherwise made available by the Departmental Component.

Section 3.03 Compliance with Laws. The Provider Agency agrees in the performance of this Contract to comply with all applicable federal, State and local laws, rules and regulations (collectively, "laws"), including but not limited to the following: State and local laws relating to licensure; federal and State laws relating to safeguarding of client information; the federal Civil Rights Act of 1964 (as amended); P.L. 1975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et seq.) and associated executive orders pertaining to affirmative action and nondiscrimination in public contracts; the federal Equal Employment Opportunity Act; Section 504 of the federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of handicap, and regulations thereunder; the Americans With Disabilities Act (ADA), 42 U.S.C. 12101 et seq. Failure to comply with the laws, rules and regulations referenced above shall be grounds for Termination of this Contract for cause.

If any provision of this Contract shall conflict with any federal or State law(s) or shall have the effect of causing the State to be ineligible for federal financial participation in payment for Contract services, the specific Contract provision shall be considered amended or nullified to conform to such law(s). All other Contract provisions shall remain unchanged and shall continue in full force and effect.

Section 3.04 Business Associate Agreements and State Confidentiality Statues. DHS is a covered entity pursuant to the Health Insurance Portability and Accountability of 1996, 42 U.S.C.A. §1320d et seq. (HIPAA); 45 CFR Parts 160 and 164. Before a Provider Agency obtains or is permitted to access to, create, maintain or store Protected Health Information (PHI) as part of its responsibility under

this contract, the Provider Agency shall first execute a Department of Human Services Business Associate Agreement (BAA). A Provider Agency, whose work under this Contract does not involve PHI is not required to execute a BAA. DHS shall have the sole discretion to determine when a Provider Agency's work will involve PHI. Protected Health Insurance shall have the same meaning as in 45 CFR 160.103.

Provider Agencies that enter any subcontract where the work for the subcontract involves a Consumer's PHI shall require its subcontractor to execute a BAA that meets all the requirements of HIPAA, including those in 45 CFR 164.504(e). A standard form of BAA is available for Provider Agency's use from the Department. If the BAA is breached by the Provider Agency, or its subcontractor, the Provider Agency shall notify the Department within 24 hours of the breach. The Department may, in its sole discretion and at any time, request a BAA compliance audit or investigation of the Provider Agency or its subcontractor with which the Provider Agency has entered into a BAA. The Provider Agency shall cooperate with all Department requests for a BAA compliance audit and/or investigation and shall require that its subcontractor cooperate with all Departmental requests for BAA compliance audits and investigations.

In addition to the confidentiality requirements of HIPAA if applicable, a Provider Agency shall maintain the confidentiality of all certificates, applications, records and reports ("Records") that directly or indirectly identify any consumer and shall not disclose these records except where disclosure is consistent with applicable DHS regulations, the BAA, if any, and is:

1. to the consumer, or his or her legal guardian, if any, or if the consumer is a minor, to the consumer's parent; or
2. necessary to carry out the work of this Contract;
3. in response to a proper inquiry for information, but not Records, as to the consumer's current medical condition to any relative, friend, or to the consumer's personal physician or attorney, if it appears that the information is to be used directly or indirectly for the benefit of the consumer; or
4. relevant to a consumer's current treatment and is being disclosed to the staff of another community agency, screening service, short-term care or psychiatric facility.

Section 3.05 Business Registration. According to P.L. 2001, c. 134 (N.J.S.A. 52:32-44 et seq.) all profit and non-profit corporations (domestic and foreign), as well as, all limited partnerships, limited liability companies, and limited liability partnerships must submit annual reports and associated processing fees (annual business registration) to the Division of Revenue, Department of the Treasury commencing with the year after they file for their Certificate of Incorporation with the State of New Jersey. No State agency (the Department) may Contract with a Provider Agency if the Provider has not filed for its incorporation papers or filed its annual business registration. Furthermore, no Provider Agency that Contracts with the

Department shall enter into any subcontract unless the subcontractor can demonstrate that it is incorporated in the State of New Jersey or its annual business registration is current. Failure to comply with this paragraph or the citation referenced above shall be grounds for the Department to Terminate this Contract for cause.

Section 3.06 Set-Off for State Tax and Child Support. Pursuant to N.J.S.A. 54:49-19, if the Contractor is entitled to payment under the contract at the same time as it is indebted for any State tax (or is otherwise indebted to the State) or child support, the State Treasurer may set off that payment by the amount of the indebtedness.

Section 3.07 Source Disclosure. N.J.S.A. 52:34-13.2 that codified Public Law 2005, c.92 and Executive Order 129 requires when submitting a Request for Proposals and/or contract, the Provider Agency shall submit as part of their proposal and/or contract Certification listing where their contracted services will be performed and if the contracted services, or an portion thereof, will be subcontracted and where any subcontracted services will be performed.

Any changes to the information submitted in the Source Disclosure Certification during the term of the contract must be immediately reported to the Director of the Division of Purchase and Property and to the departmental component within the Department for whom the contracted services are being performed. A Service Provider that shifts its activities outside the United States and its constituent Commonwealths and territories without prior written affirmation by the Director attesting to the fact that extraordinary circumstances required the shift or that the failure to shift the services would result in the infliction of economic hardships to the State of New Jersey, shall deemed to be in breach of contract which would be subject to termination by the Department.

Section 3.08 Contractor Certification and Disclosure of Political Contributions. N.J.S.A. 19:44A-20.13-20.25 that codified Public Law 2005, Chapter 51 and Executive Order 134, and Executive Order 117 require that any for-profit agency that seeks or contracts to provide services in the amount of \$17,500 or more must submit to the Department the Certification and Disclosure of Political Contribution forms. This form includes a certification that the business entity has not, during certain specified time frames, solicited or made any contribution of money, pledge of reportable contributions, including in-kind contributions, to any candidate committee and/or election fund of the Governor or Lieutenant Governor, any legislative leadership committee or any State, county or municipal political party committee. The form also requires disclosure of any of the above referenced reportable contributions made by the business entity, its principals, officers, partners, directors, spouses, civil union partners and resident children.

If awarded a contract, the Contractor/Bidder will, on a continuing basis, continue to report any Contribution it makes during the term of the contract, and any extension(s) thereof. Failure to do so will result in termination of the contract and could result in the debarment from public contracting of the Contractor/Bidder for a period of up to five years.

Non-profit organizations are exempted from the requirements of Section 3.08

Section 3.09 Contract Certification and Political Contribution Disclosure Form. The Provider Agency is advised of its responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c.271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the Provider Agency's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us/.

Section 3.10 Affirmative Action. During the performance of this Contract, the contractor (Provider Agency) agrees as follows:

The Provider Agency and its subcontractor, 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 or disability.

The Provider Agency will also take affirmative action to ensure that such applicants are recruited and employed, 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 or disability. Such action shall include, but not be limited to the following: employment; promotion; 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 Provider Agency agrees to post in conspicuous places that are readily available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The Provider Agency or subcontractor shall state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, 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 or disability.

The Provider Agency or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this Act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Provider Agency or subcontractor agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The Provider Agency or subcontractor agrees to make a good faith attempt to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Division of Contract Compliance & EEO pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The Provider Agency or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender or disability, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Provider Agency or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The Provider Agency and subcontractor agree to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender or disability, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Provider Agency and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Office from time to time in order to carry

out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 (N.J.A.C. 17:27).

Section 3.11 Department Policies and Procedures. In the administration of this Contract, the Provider Agency shall comply with all applicable policies and procedures issued by the Department including, but not limited to, the policies and procedures contained in the Department's Contract Reimbursement Manual (as from time to time amended) and the Department's Contract Policy and Information Manual (as from time to time amended). Failure to comply with these policies and procedures shall be grounds to terminate this Contract.

Section 3.12 Financial Management System. The Provider Agency's financial management system shall provide for the following:

- (a) accurate, current and complete disclosure of the financial results of this Contract and any other contract, grant, program or other activity administered by the Provider Agency;
- (b) records adequately identifying the source and application of all Provider Agency funds and all funds administered by the Provider Agency. These records shall contain information pertaining to all contract and grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income;
- (c) effective internal control structure over all funds, property and other assets. The Provider Agency shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;
- (d) comparison of actual outlays with budgeted amounts for this Contract and for any other contract, grant, program or other activity administered by the Provider Agency;
- (e) accounting records supported by source documentation;
- (f) procedures to minimize elapsed time between any advance payment issued and the disbursement of such advance funds by the Provider Agency; and
- (g) procedures consistent with the provisions of any applicable Department policies and procedures for determining the reasonableness, allowability and allocability of costs under this Contract.

Section 3.13 Audit. The Department requires timely submission of the Provider Agency's annual organization-wide audit. Non-compliance will be grounds for termination.

Audits shall be conducted in accordance with Policy Circular P7.06, Audit Requirements, Generally Accepted Auditing Standards as specified in the Statements on Auditing Standards issued by the American Institute of Certified Public Accountants; Government Auditing Standards issued by the Comptroller General of the United States and the Single Audit Act Amendments of 1996 (The Single Audit Act); Office of Management and Budget Circular A-133, Audits of States, Local Governments and Non-Profit Organizations and New Jersey OMB Circular 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid.

At any time during the Contract term, the Provider Agency's overall operations, its compliance with specific Contract provisions, and the operations of any assignees or subcontractors engaged by the Provider Agency under Section 5.02 Assignment and Subcontracts may be subject to audit by the Department, by any other appropriate unit or agency of State or federal government, and/or by a private firm or firms retained or approved by the Department for such purpose.

Whether or not such audits are conducted during the Contract term, a final audit of Contract operations, including the relevant operations of any assignees or subcontractors, may be conducted after Contract Termination or Expiration.

The Provider Agency is subject to audit up to four years after Termination or Expiration of the Contract. If any audit has been started but not completed or resolved before the end of the four-year period, the Provider Agency continues to be subject to such audit until it is completed and resolved.

Section 3.14 Federal Davis-Bacon Act and New Jersey Prevailing Wage Act. Any Department Contract containing federal funds in excess of \$2,000 utilized for the construction, alteration, renovation, repair or modification of public works or public buildings to which the federal government is a party, or any contract for similar work on public works financed with federal funds must comply with the federal Davis-Bacon Act, 40 U.S.C. section 276a et seq. The Davis-Bacon Act requires that the contractor must pay the prevailing wages to each designated worker class engaged under the contract at wage rates determined by the U.S. Secretary of Labor.

In addition, any State funds in excess of \$2,000 utilized through a subsequent Provider Agency contract or subcontract for any public work in which the Department is a party, or for public work to be done on property or premises leased or to be leased by the Department shall comply with the NJ Prevailing Wage Act, N.J.S.A. 34:11-56.27. Such

contracts or subcontracts shall contain a provision stating that the prevailing wage rate, as designated by the New Jersey Commissioner of Labor, must be paid to all designated classes of workers employed through said contracts or subcontracts. The Provider Agency must determine if the New Jersey Prevailing Wage Act applies and follow all directives per N.J.S.A. 34:11-56 et seq.

Section 3.15 Contract Closeout. The Provider Agency shall comply with all requirements of Policy Circular P7.01, Contract Closeout, including the timely submittal of the Final Report of Expenditures and any other financial or programmatic reports required by the Department. All required documentation is due within 120 Days of Contract Expiration, Non-renewal or Termination.

IV. Expiration, Non-Renewal and/or Termination

The Department may in accordance with the sections below allow a Contract to expire and or not be renewed.

Section 4.01. The Department or Provider Agency may let this Contract expire at the end of the contract term upon 60 Days' advance written Notice to the other party for any reason whatsoever, including lack of funding by the Department. In the case of contract awards that are made on a time limit basis (i.e. Federal Grant, Special Appropriation; one time funding to support a program), the 60 day notice is not required.

Section 4.02 Contract Settlement. When a Contract has expired under any section of Article IV of this Contract or Policy Circular P9.05, Contract Default, the Provider Agency shall be prohibited from incurring any additional obligations of Contract funds. The Department may allow costs that the Provider Agency could not reasonably avoid during the Expiration process to the extent that said costs are determined to be necessary and reasonable.

The Provider Agency and Department shall settle or adjust all accounts in a manner specified by the Department and shall be subject to a final audit under Section 3.13 Audit.

The Department may terminate or suspend this Contract in accordance with the sections listed below.

Section 4.03 Default and Termination for Cause. If the Provider Agency fails to fulfill or comply with any of the terms or conditions of the Contract, in whole or in part, the Department may by Notice place the Provider Agency in default status, and take any action(s) listed in accordance with Department Policy Circular P9.05, Contract Default. Notice shall follow the procedures established in the Policy Circular.

The above notwithstanding, the Department may immediately upon Notice terminate the Contract prior to its expiration, in whole or in part, whenever it is determined that the Provider Agency has jeopardized the safety and welfare of the Department's clients, materially failed to comply with the terms and conditions of the Contract, or whenever the fiscal or programmatic integrity of the Contract has been compromised. The Notice of Termination shall state the reason for the action(s); the Provider Agency's informal review options, time frames and procedures; the effective date of the Termination; and the fact that a request for a review of the decision for action(s) does not preclude the determined action(s) from being implemented.

Section 4.04 Termination by the Department or Provider Agency. The Department or Provider Agency may terminate this Contract upon 60 Days' advance written Notice to the other party for any reason whatsoever, including lack of funding by the Department.

The parties expressly recognize and agree that the Department's ability to honor the terms and conditions of this Contract is contingent upon receipt of federal funds and/or appropriations of the State legislature. If during the term of this Contract, therefore, the federal and/or the State government reduces its allocation to the Department, the Department reserves the right, upon Notice to the Provider Agency, to reduce or terminate the Contract.

Section 4.05 Termination Settlement. When a Contract is terminated under any section of Article IV of this Contract or Policy Circular P9.05, Contract Default, the Provider Agency shall be prohibited from incurring additional obligations of Contract funds. The Department may allow costs that the Provider Agency could not reasonably avoid during the Termination process to the extent that said costs are determined to be necessary and reasonable.

The Provider Agency and Department shall settle or adjust all accounts in a manner specified by the Department and shall be subject to a final audit under Section 3.13 Audit.

V. ADDITIONAL PROVISIONS

Section 5.01 Application of New Jersey Law. This Contract shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey including the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.).

Section 5.02 Assignment and Subcontracts. This Contract, in whole or in part, may not be assigned by the Provider Agency or assumed by another entity for any reason, including but not limited to changes in the corporate status of the Provider Agency, without the prior written consent of the Department. Upon prior written notice of a proposed

assignment, the Department may: (1) approve the assignment and continue the Contract to term; (2) approve the assignment conditioned upon the willingness of the assignee to accept all contractual modifications deemed necessary by the Department; or (3) disapprove the assignment and either terminate the Contract or continue the Contract with the original Provider Agency.

The Provider Agency may not subcontract any of the services that it has committed to perform or provide pursuant to this Contract without the prior written approval of the Department. Such consent to subcontract shall not relieve the Provider Agency of its full responsibilities under this Contract. Consent to the subcontracting of any part of the services shall not be construed to be an approval of said subcontract or of any of its terms, but shall operate only as an approval of the Provider Agency's request for the making of a subcontract between the Provider Agency and its chosen subcontractor. The Provider Agency shall be responsible for all services performed by the subcontractor and all such services shall conform to the provisions of this Contract.

Section 5.03 Client Fees. Other than as provided for in the Annex (es) and/or Departmental Component specific policies, the Provider Agency shall impose no fees or any other types of charges of any kind upon recipients of Contract services.

Section 5.04 Indemnification. The Provider Agency shall assume all risk of and responsibility for, and agrees to indemnify, defend and hold harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs, and expenses in connection therewith on account of the loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from (1) the work, service or materials provided under this Contract; or (2) any failure to perform the Provider's obligations under this Contract or any improper or deficient performance of the Provider's obligations under this Contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Contract.

Furthermore, the provisions of this indemnification clause shall in no way limit the obligations assumed by the Provider under this Contract, nor shall they be construed to relieve the Provider from any liability nor preclude the State of New Jersey, its Agencies, and/or the Department of Human Services from taking any other actions available to them under any other provisions of this Contract or otherwise in law.

The Provider's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss,

expense or damage resulting from the acts occurring prior to termination.

Section 5.05 Insurance. The Provider Agency shall maintain adequate insurance coverage. The State of New Jersey, Department of Human Services and the Departmental Component shall be included as an Additional Insured on any insurance policy applicable to this Contract. Should the Provider Agency fail to pay any premium on any insurance policy when due, the Department may pay the premium and, upon Notice to the Provider Agency, reduce payment to the Provider Agency by the amount of the premium payment. The Provider Agency is responsible for forwarding a copy of its insurance policy declaration page to the Contracting Departmental Component for its contract files.

Section 5.06 Modifications and Amendments. If both parties to this Contract agree to amend or supplement this Contract, any and all such amendments or supplements shall be in writing and signed by both parties. The amendment or supplement shall incorporate the entire Contract by reference and will not serve to contradict, amend or supplement the Contract except as specifically expressed in the amendment or supplement.

Section 5.07 Statement of Non-Influence. No person employed by the State of New Jersey has been or will be paid any fee, commission, or compensation of any kind or granted any gratuity by the Provider Agency or any representative thereof in order to influence the awarding or administration of this Contract.

Section 5.08 Exercise of Rights. A failure or a delay on the part of the Department or the Provider Agency in exercising any right, power or privilege under this Contract shall not waive that right, power or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

Section 5.09 Recognition of Cultural Sensitivity. The Provider Agency agrees in the performance of this Contract to be sensitive to the needs of the minority populations of the State of New Jersey. This sensitivity includes the employment, if possible, of a culturally diverse staff that can communicate with, and be representative of, the community it serves.

The Provider Agency shall make programs linguistically appropriate and culturally relevant to underserved minority groups within the community. Appropriate accommodations for services shall be developed and maintained for those minority individuals who are deprived of reasonable access to those services due to language barriers or ethnic and cultural differences. In addition, Provider Agencies shall make certain that all programs and services are reflective of the demographic needs of the community, while providing all minorities the

opportunity to experience any and all available social services irrespective of their ethnic or cultural heritage.

Section 5.10 Copyrights. The State of New Jersey reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use any work or materials developed under a Department or federally funded contract or subcontract. The Department also reserves the sole right to authorize others to reproduce, publish or otherwise use any work or materials developed under said contract or subcontract.

Section 5.11 Successor Contracts. If an audit or Contract close-out reveals that the Provider Agency has failed to comply with the terms and/or conditions of this Contract, the Department reserves the right to make all financial and/or programmatic adjustments it deems appropriate to any other Contract entered into between the Department and the Provider Agency.

Section 5.12 Sufficiency of Funds. The Provider Agency shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Contract is expressly dependent upon the availability to the Department of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of the Department to make any payment under its contract with the Provider Agency or to observe and adhere its performance obligation under the contract as a result of the failure of the Legislature to appropriate the funds necessary to do so shall not constitute a breach of the Contract by the Department or default thereunder and the Department shall not be held financially liable therefore. In addition, future funding shall not be anticipated from the Department beyond the duration of the Contract with the Provider Agency and in no event shall the contract be construed as a commitment by the Department to expend funds beyond the termination date set therein.

Section 5.13 Collective Bargaining. State and federal law allow employees to organize themselves into a collective bargaining unit. Funds provided under this Contract shall not be utilized to abridge the rights of employees to organize themselves into a collective bargaining organization or preclude them from negotiating with Provider Agency management. Funds may be utilized for legitimate and reasonable management purposes at the direction of the Provider Agency during the process of collective bargaining organization.

Section 5.14 Independent Employer Status. Employees of Provider Agencies that Contract with the Department of Human Services are employees of the Provider Agency, not the State.

In accordance with the National Labor Relations Act, 29 U.S.C.A. 152(2) and State law, N.J.S.A. 34:13A-1 et seq., Provider Agencies are independent, private employers with all the rights and obligations of

such, and are not political subdivisions of the Department of Human Services.

As such, the Provider Agency acknowledges that it is an independent contractor, providing services to the Department of Human Services, typically through a contract-for-services agreement. As independent contractors, Provider Agencies are responsible for the organization's overall functions which includes the overseeing and monitoring of its operations, establishing the salary and benefit levels of its employees, and handling all personnel matters as the employer of its workers.

The Provider Agency acknowledges its relationship with its employees as that of employer. While the Department has an adjunct role with Provider Agencies through regulatory oversight and ensuring contractual performance, the Provider understands that the Department is not the employer of a Provider Agency's employees.

The Provider Agency further acknowledges that while the Department reimburses Provider Agencies for all allowable costs under the Contract, this funding mechanism does not translate into the Department being responsible for any of the elements of any collective bargaining agreements into which Provider Agencies may enter. Moreover, each Provider Agency understands that it is responsible for funding its own programs and is not limited to the amount of funding provided by the Department, and, in fact, is encouraged to solicit non-State sources of funding, whenever possible.

Section 5.15 Executive Order No. 189. Executive Order No. 189 establishes the expected standard of responsibility for all parties that enter into a contract with the State of New Jersey. All such parties must meet a standard of responsibility that assures the State and its citizens that such parties will compete and perform honestly in their dealings with the State and avoid conflicts of interest.

In compliance with Paragraph 3 of Executive Order No. 189, no Provider Agency shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e, in the Department of the Treasury or any other agency with which such Provider Agency transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i, of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any Provider Agency shall be

reported in writing forthwith by the Provider Agency to the Attorney General and the Executive Commission on Ethical Standards.

No Provider Agency may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such Provider Agency to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

No Provider Agency shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

No Provider Agency shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Provider Agency or any other person.

The provisions cited above shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with Provider Agencies under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate.

Section 5.16 Salary Compensation Limitation (Excludes Physician and Advanced Practice Nurses). The amounts paid under this contract to the Provider Agency for employee compensation are subject to the following conditions:

(i) Full-time Salary Compensation Limitation. No monies under the contract shall be paid to the Provider Agency for costs of any individual salary (including bonuses) to be paid to any of the Provider Agency's full-time employees (excluding Physician and Advanced Practice Nurses) in excess of the schedule set forth below:

Full-time Salary Compensation Limitation Schedule

Full-time Salary Compensation Limitations vary as follows: Only one Full-time Salary Compensation Limitation shall be applicable to each Provider Agency. This includes the aggregate of all contracts held with: 1) the Department of Human Services and 2) the Department of Children and Families.

For Provider Agencies with gross revenue (based on the last annual audit report) for the entire organization of:

- a) Over \$20 million, the limitation shall be \$141,000 (Benchmark Salary),
- b) Over \$10 million, but less than or equal to \$20 million the limitation shall equal 90% of the Benchmark Salary (\$126,900),
- c) Over \$5 million, but less than or equal to \$10 million the limitation shall equal 85% of the Benchmark Salary (\$119,850),
- d) Less than \$5 million, the limitation shall equal 75% of the Benchmark Salary (\$105,750).

(ii) Part-time Salary Compensation Limitation. The salary compensation limitation for a part-time employee, or for an employee whose time is only partly spent on activities compensated under this contract, shall be calculated by prorating the compensation for the position as prescribed under the Full-time Salary Compensation Limitation Schedule. The prorated percentage shall be specified in the Annex B and shall be determined by the regular number of work hours for that Part-time title or that the employee is scheduled to work on matters compensated under this contract;

(iii) Any salary paid to any employee in excess of these limitations must be paid out of funds received from sources other than this Contract, or funds other than those received from other contracts held within the Department of Human Services or Department of Children and Families;

(iv) The Full - or Part-time Salary Compensation Limitation will apply to cost reimbursement contracts at the time of contract renewal;

(v) Any fixed/fee for service rate contracts set prior to the adoption of this amendment is not subject to the salary compensation limitations prescribed in Section 5.16(i) or (ii), however, any fixed/fee for service rate contract set prior to the adoption of this amendment that is subsequently renewed at a higher rate are subject to the Salary Compensation Limitation Schedule prescribed in Section 5.16 (i) or (ii);

(vi) Any fixed/fee for service rate developed for a new program or service in an existing contract are subject to the Salary Compensation Limitation Schedule prescribed in Section 5.16(i) or (ii);

(vii) Any new contracts entered into after the date of the adoption of this amendment are subject to the Salary Compensation Limitation Schedule prescribed in Section 5.16 (i) or (ii).

Section 5.17 Salary Compensation Limitation for Physician and Advanced Practice Nurses. The amounts paid under this contract to the Provider Agency to compensate Physicians and Advanced Practice Nurses are subject to the following conditions:

(i) A maximum compensation of \$212,000 per annum, regardless of the amount of gross revenues of the entire organization;

(ii) Part-time Physicians and Advanced Practice Nurse's compensation will be calculated pursuant to Section 5.16 (ii).

Section 5.18 Compensation Limitation for Fringe Benefits. This section is being reserved for future consideration.

Section 5.19 Compensation Limitation for Employee Severance Agreement. Unless an exception has been approved by the Departmental Component for a specific circumstance, the amounts paid under this contract to the Provider Agency for an employee severance agreement are subject to the following conditions:

(i) The Provider Agency has an established written uniform severance agreement for all employees covered under the contract;

(a) No monies shall be paid to the Provider Agency for a severance payment to any employee in excess of the equivalent of two (2) weeks compensation (salary and fringe benefits);

(b) No monies shall be paid to the Provider Agency for a severance payment to any employee that has been employed by the Provider Agency for less than one (1) year of continuous employment; and

(c) No monies shall be paid to the Provider Agency for a severance payment to any employee that was discharged for cause (as cause is determined by the Provider Agency's policies).

(ii) If the Provider Agency does not have an established written uniform severance agreement, no monies shall be paid to the Provider Agency for a severance payment for any employee covered under the contract.

Section 5.20 Compensation Limitation for Employee Travel Expenses.

The amounts paid under this contract to the Provider Agency for staff travel including; conference and registration fees, mileage reimbursement, meals and incidental expenses (M&IE), parking, and overnight lodging accommodations for employees who are compensated in whole or in part under this contract are subject to the following conditions:

(i) **General Provisions:**

(a) In- and out-of-state travel must be directly related to the employee's duties as set forth in the contract and/or be required for accreditation and/or licensure of the contracted program;

(b) For in-state travel and for out-of-state travel that is within 50 miles of the border of the State where the Provider Agency is located, no monies provided under the contract shall be used for employee lodging expenses unless previously approved by the Departmental Component;

(c) Travel costs may be charged on an actual basis and may include a mileage reimbursement rate, as well as meals and incidental expenses (M&IE) up to, but not to exceed the Federal reimbursement rates (refer to the Federal internet web site, <http://www.gsa.gov>. for current rates) in effect at the time the employee traveled.

(ii) **In-State Provisions:** The Provider Agency may not approve any in-state travel reimbursement in excess of two-hundred and fifty dollars (\$250.00) per employee, per event, unless written approval is obtained from the departmental component's contracting authority prior to such travel;

(iii) **Out-of-State-Provisions:**

(a) The Provider Agency must obtain prior-approval from the departmental component's contracting authority for an employee's out-of-state travel, regardless of travel costs, unless such travel is no further than 50 miles from the border of the state where the Provider Agency is located, and travel costs per employee are less than two-hundred and fifty dollars (\$250.00); and

(b) Out-of-state travel (excluding travel no further than 50 miles from the border of the State where the Provider Agency is located) or travel costs in excess of the two-hundred and fifty dollar (\$250.00) limit by the employee, that was not pre-approved by the departmental component's contracting authority shall not be eligible for reimbursement under the contract.

Section 5.21 Compensation Limitation for Employee Tuition Reimbursement. The amounts paid under this contract to the Provider Agency for tuition reimbursement and related expenses are subject to the following conditions:

(i) No monies paid to the Provider Agency under the contract shall be used for any costs incurred by the Provider Agency's employees to attend any educational courses including tuition, textbooks, supplies, etc. unless such courses are required by the contract or for program licensure, certification, and/or Medicaid standards; or;

(ii) No monies paid to the Provider Agency under the contract shall be used for any costs incurred by the Provider Agency's employees to attend educational courses including tuition, textbooks supplies, etc. unless such courses are towards a field of service related to the Provider Agency's contract and the allocated contract monies do not exceed the lesser of \$5000 or 1% of the Provider Agency's total annual operating budget; and

(iii) There are monies allocated in the Provider Agency's approved contract budget for the specific educational expenses consistent with Section 5.21(i) and (ii).

Section 5.22 Compensation Restriction for Provider Agency Sponsored Meetings, Conferences, Training, or Special Events. The amounts paid under this contract to the Provider Agency for the cost of administrative meetings, conferences, or special events are subject to the following condition:

(i) No such monies under the contract shall be paid to the Provider Agency for costs associated with meetings, conferences, or special events where agency staff is the beneficiary of the event. Unallowable costs include, but are not limited to the following: meals and refreshments, entertainment, overnight lodging, receptions or other social functions held for honoring all staff;

(ii) The Provider Agency may use monies under the contract to cover training-related costs such as modest facility costs and nominal refreshments, e.g. coffee, tea, water, soda, donuts, pastries, cookies, and bagels.

Section 5.23 Criteria for and Processing a Vehicle Request. The Provider Agency may request a new or replacement vehicle to be paid from monies under the contract only under the following conditions:

(i) The Provider Agency must request written approval from the departmental component's contracting authority to purchase or replace a vehicle and each request must be accompanied by the following supporting documentation. The request may be denied even if all supporting documentation is supplied. Documentation required includes:

(a) Explanation as to why the purchase or replacement of the vehicle is required to fulfill contractual obligations;

(b) Assurance that no one Provider Agency employee will be permanently assigned the vehicle;

(c) Assurance that the Provider Agency has sufficient funds to cover the vehicle's operating costs for the anticipated useful life of the vehicle;

(d) Submission of three (3) written bids for the same year, make, model, and option package;

(e) If the vehicle is a replacement vehicle, documentation consistent with Section 5.23 (ii) below;

(f) Any exceptions to the criteria and purchasing requirements (Section 5.23 (i) (a)-(e)), will be dealt with on a case by case basis with the departmental component's contracting authority; and

(g) If the request is approved, the Provider Agency shall be required to purchase the vehicle from the lowest-priced vendor consistent with Section 5.23 (i) (d).

(ii) The Provider Agency may request to replace an existing vehicle under any of the following conditions:

(a) odometer reading exceeds 125,000;

(b) vehicle age is 10 years or older;

(c) repair costs to maintain operational capacity of vehicle would exceed fifty (50) per cent of current trade-in Blue Book value of vehicle;

(d) repair costs have exceeded fifty (50) per cent of the current trade-in Blue Book value over the course of the past year;

(e) vehicle was involved in an accident and deemed "totaled" by the insurance carrier; and

(f) upon written request supported by sufficient documentation, the Departmental component's contracting authority determines that the vehicle is no longer road worthy and unsafe to drive.

(iii) If the Provider Agency receives approval to purchase a vehicle, the maximum cost of the vehicle including all dealer fees and charges may not exceed \$25,000 per vehicle. This limitation excludes

passenger vans, or specialized and adaptive vehicles for handicapped consumers.

(iv) When a Provider Agency has a fleet management program that includes leased vehicles, the Provider Agency may obtain approval on a program basis so that the Provider Agency does not require approval on a vehicle basis.

CONTRACT SIGNATURES AND DATES

The terms of this Contract have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the Contract set forth on the preceding pages in Articles I through Article V, and any related Annexes.

This Contract contains ____ pages and is the entire agreement of the parties. Oral evidence tending to contradict, amend or supplement the Contract is inadmissible; the parties having made the Contract as the final and complete expression of their agreement.

BY: _____
(signature)

BY: _____
(signature)

ROBERT M. DAMMINGER
(type name)

VALERIE L. MIELKE

TITLE: FREEHOLDER DIRECTOR
(type)

TITLE: ASSISTANT COMMISSIONER

PROVIDER
AGENCY: DEPT. OF CORRECTIONS
(type)

DEPARTMENTAL
COMPONENT: DIVISION OF MENTAL HEALTH &
ADDICTION SERVICES

DATE: _____

DATE: _____

Contract Effective Date: _____

Contract Expiration Date: _____

Contract Number: _____

Contract Ceiling: _____

Federal ID#: _____

Provider Contact Individual: EUGENE J. CALDWELL, II
(Print Name)

August 2015

B-4

RESOLUTION TO ACCEPT FUNDING FROM THE UNITED STATES SECRET SERVICE FOR THE ELECTRONIC CRIMES TASK FORCE FROM OCTOBER 1, 2019 TO SEPTEMBER 30, 2020 FOR \$15,000.00

WHEREAS, the Gloucester County Prosecutor’s Office, Electronic Crimes Task Force (“ECTF”), among other things, serves to conduct investigations and provide technical assistance regarding computers, digital equipment or other advanced technology when it is used to facilitate a criminal act or may be objects of an attack; and

WHEREAS, the County Prosecutor's Office previously entered into a Memorandum of Understanding with the United States Secret Service on December 19, 2012 to establish procedures and responsibilities for the funding of certain costs and other expenses relative to said investigations; and

WHEREAS, the County of Gloucester, Office of the Prosecutor desires to continue said funding in accordance with the existing Memorandum of Understanding and acknowledges that grants funds in the amount of \$15,000.00 will be received for the period October 1, 2019 to September 30, 2020.

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

1. That continuation of the Memorandum of Understanding with the U.S. Secret Service allocating funds to be used by the County Prosecutor’s Office is hereby ratified.
2. That the County authorizes the grant application and accepts the grants funds in the amount of \$15,000.00 from October 1, 2019 to September 30, 2020, and shall comply with all applicable regulations of the funding authority, and that the Office of the County Prosecutor shall be responsible for grant implementation.
3. That the Freeholder Director and the Clerk of the Board are hereby authorized to execute all documents necessary to complete the process of applying for and acquiring the grant funds.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 18, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

GRANT REQUEST FORM

DATE: 12/4/19

1. TYPE OF GRANT
 NEW GRANT X RENEWAL

2. GRANT TITLE: Electronic Crimes Task Force

3. GRANT TERM: FROM: 10/1/19 TO: 9/30/20

4. DATE APPLICATION DUE TO GRANTOR: N/A

5. CFDA NUMBER: _____

6. STATE GRANT NUMBER: _____

7. COUNTY DEPARTMENT: Prosecutors Office

8. DEPT. CONTRACT PERSON & PHONE NO. Greg Malesich x5626

9. NAME OF FUNDING AGENCY: United States Secret Service

10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): The United States Secret Service is providing the Gloucester County Prosecutors Office with \$15,000 in continuation funding for our Electronic Crimes Task Force. The funds can be used for computer hardware/software, licenses Computer forensic workstations and other equipment and supplies needed for this unit or other law enforcement purposes.

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

12. INDIRECT COST (IC) RATE 0 %

13. IC CHARGED TO GRANT : \$ 0.00

14. FINANCIAL:

	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	\$ <u>15,000</u>	
CASH MATCH	\$ _____	_____
IN-KIND MATCH (Attached Documentation)	\$ _____	_____

(Attach Documentation)

TOTAL PROGRAM BUDGET \$ 15,000

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ _____

TOTAL OTHER EXPENSES (b): \$ 15,000

TOTAL FRINGE (c): \$ _____

TOTAL PROGRAM COST (d): \$ 15,000

TOTAL GRANT FUNDING (e): \$ 15,000

TOTAL COUNTY FUNDING (f): \$ _____

DEPT. HEAD: _____
Signature

DATE: _____

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

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

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

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE GLOUCESTER COUNTY
PROSECUTOR'S OFFICE
AND
THE UNITED STATES SECRET SERVICE**

The Gloucester County Prosecutor's Office and the United States Secret Service (USSS) enter into this memorandum of understanding (MOU), which becomes effective with the signatures of both parties and remains in effect until terminated by the mutual agreement of the Gloucester County Prosecutor's Office and the USSS or upon 30 day written notice by either party to this agreement.

I. AUTHORITY

This MOU is established pursuant to provisions of the Treasury Forfeiture Fund Act of 1992, 31 USC 9703, as amended. This act established the Department of the Treasury Forfeiture Fund and authorized the payment of certain overtime expenditures, travel, fuel, training, equipment and other similar costs of State and Local law enforcement officers, that are involved in joint operations, with a Department of the Treasury law enforcement organization, as prescribed in 31 USC 9703 (a)(1)(I)(hereinafter "overtime costs and other expenses").

II. PURPOSE

This MOU establishes the procedures and responsibilities of both the Gloucester County Prosecutor's Office and the USSS for the reimbursement of certain overtime costs and other expenses pursuant to 31 USC 9703.

III. CONDITIONS AND PROCEDURES

The parties agree to the following conditions:

- (a) The Gloucester County Prosecutor's Office may request reimbursement of payment of overtime costs and other expenses directly related to work performed by its officer(s) assigned to assist the U.S. Secret Service's Philadelphia Area Electronic Crimes Task Force in conducting official investigations. The Gloucester County Prosecutor's Office will submit all requests for reimbursement payments, together with appropriate documentation, to the U.S. Secret Service's Philadelphia Area Electronic Crimes Task Force Supervisor. Request for reimbursement will be based solely upon overtime worked and other expenses performed on behalf of the U.S. Secret Service Philadelphia Area Electronic Crimes Task Force.

- (b) All reimbursement hours of overtime costs and all other expenses covered under this MOU must be approved and certified by the U.S. Secret Service Task Force supervisor. The reimbursable overtime payments will be based upon the actual hourly overtime rate, exclusive of matching employer contributions for any taxes or benefits.
 - (c) The U.S. Secret Service Task Force supervisor will forward all approved reimbursement requests through the Special Agent in Charge (SAIC) Criminal Investigative Division, Office of Investigations, to the Treasury Forfeiture Fund's payment agent, the U.S. Customs National Finance Center (NFC).
 - (d) During the period of assignment to the Philadelphia Area Electronic Crimes Task Force, the Gloucester County Prosecutor's Office will remain responsible for establishing the salary and benefits, including overtime of the officer(s) assigned to the Task Force and making all payments due them. Reimbursement under this MOU is contingent upon the availability of mandatory funds allocated to the U.S. Secret Service through the Department of the Treasury Forfeiture fund.
 - (e) The Gloucester County Prosecutor's Office shall permit and have readily available for examination and auditing by the U.S. Secret Service, the Department of Treasury, the Comptroller of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. They shall maintain all such records and reports until all audits and examinations are completed and resolved, or for a period of three (3) years, which ever is sooner.
 - (f) Payments may be made to the extent they are included in the U.S. Secret Service Fiscal Year Plan and the monies are available within the Department of Treasury Forfeiture Fund to satisfy the request(s) for reimbursable expenses. It should also be understood that the total amount(s) made available to the U.S. Secret Service through the Department of the Treasury Forfeiture Fund, for reimbursement to the Gloucester County Prosecutor's Office, could change at any time.
 - (g) Pursuant to the Treasury Executive Office for Asset Forfeiture (TEOAF) directive number 18, the maximum reimbursement entitlement for overtime costs to any one law enforcement official cannot exceed fifteen-thousand (\$15,000.00) dollars during the fiscal year.
-

- (h) This document does not obligate funds. Funding authority will be provided through other documents.
- (i) The Gloucester County Prosecutor's Office shall provide the U.S. Secret Service within 10 days of the signing of this MOU, with their agency's mailing address, contact name, telephone number and tax identification number. Further, this agency must provide the name, account number and ABA routing number of the financial institution where the Gloucester County Prosecutor's Office wants the Electronic Funds transfer (EFT) payment deposited for the reimbursement of overtime salary costs. Failure to provide this information within the prescribed period of time will nullify this MOU agreement.

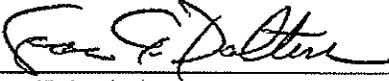
IV. REVISIONS

The terms of this MOU may be amended upon the written approval of both the Gloucester County Prosecutor's Office and the U.S. Secret Service. Such amendment is effective upon the date of approval.

U.S. Secret Service
Philadelphia Field Office

Gloucester County
Prosecutor's Office

SAIC Cynthia Wofford



Sean F. Dalton
Gloucester County Prosecutor

Date: _____

Date: 12-19-12

SAIC Jonathan Bartlett
U.S. Secret Service, Office of Investigations
Criminal Investigative Division

Date: _____

**RESOLUTION OF SUPPORT FOR THE ESTABLISHMENT OF A MULTI-WAY
STOP AT THE INTERSECTION OF BRIDGETON PIKE (ROUTE NJ 77)
AND FISLERVILLE ROAD (CR 618) IN THE TOWNSHIP OF ELK**

WHEREAS, traffic conditions exist along Route NJ 77 and Fislerville Road (CR 618), in the Township of Elk, County of Gloucester, which necessitate the installation of a multi-way stop intersection in the interest of pedestrian and motorist safety; and

WHEREAS, the State of New Jersey has conducted a field investigation at the aforesaid location and found that a multi-way stop intersection is warranted, and has further indicated its willingness to promulgate a Traffic Regulation Order for the installation of a the multi-way stop; and

WHEREAS, subsequently, the NJ Department of Transportation has requested that the County adopt a resolution of support for the State's action, as Fislerville Road (CR 618) is under the jurisdiction of the County.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the County hereby supports the establishment of a multi-way stop at the intersection of Bridgeton Pike (Route NJ 77) and Fislerville Road (CR 618) in the Township of Elk; and

BE IT FURTHER RESOLVED that upon adoption, a certified copy of this Resolution shall be forwarded to the NJ Department of Transportation pursuant to N.J.S.A. 39:4-8.4(c).

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on December 18, 2019, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

C-2

RESOLUTION AUTHORIZING THE PURCHASE OF A TRUCK FROM WINNER FORD THROUGH STATE CONTRACT FOR \$31,650.00

WHEREAS, the County of Gloucester has a need to purchase one (1) 2020 Ford F-350 Truck for the County's Office of Fleet Management; 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 vehicle for \$31,650.00 through State Contract #A88758-T2101 from Winner Ford of 250 Berlin Road, Cherry Hill, NJ 08034-3409; and

WHEREAS, the County Treasurer has certified the availability of funds in said amount pursuant to CAF No. 19-10819, which amount shall be charged against budget line item #9-01-26-315-001-20672 (\$15,515.36) and budget line item C-04-19-019-315-19210 (\$16,134.64).

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the purchase of one (1) 2020 Ford F-350 Truck from Winner Ford through State Contract #A88758-T2101, is hereby authorized for \$31,650.00.

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

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on December 18, 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

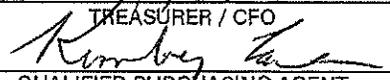
PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS	
THIS NUMBER MUST APPEAR ON ALL INVOICES	
NO.	19-10819

SHIP TO	GLOUC. CO ENGINEERING DEPT. 1200 N. DELSEA DR. BLDG A CLAYTON, NJ 08312 856-307-6600
	VENDOR #. WINNE010
VENDOR	WINNER FORD 250 BERLIN RD CHERRY HILL, NJ 08034-3409

ORDER DATE: 12/02/19
REQUISITION NO: R9-25738
DELIVERY DATE:
STATE CONTRACT: A88758, T2101
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	2020 FORD F-350 REGULAR CAB CHASSIS 6.2L V8, 2 WHEEL DRIVE 9' PLATFORM BODY W/SMOOTH STEEL FLOOR	9-01-26-315-001-20672 Pick-Up Trucks	15,515.3600	15,515.36
1.00	PASSED BY RESOLUTION: DECEMBER 18, 2019 BALANCE	C-04-19-019-315-19210 Heavy Equipment	16,134.6400	16,134.64
			TOTAL	31,650.00

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	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  TREASURER / CFO
VENDOR SIGN HERE _____ DATE _____ TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____	DEPARTMENT HEAD _____ DATE _____	 QUALIFIED PURCHASING AGENT
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS		

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

RESOLUTION AMENDING THE PURCHASE OF A MOBILE COLUMN LIFT FROM HOFFMAN SERVICES, INC. TO STERIL-KONI USA IN THE AMOUNT OF \$44,927.60

WHEREAS, the Gloucester County Board of Chosen Freeholders adopted a Resolution on December 4, 2019 authorizing the purchase of a Steril-Koni ST1085-2FRA E Bright Mobile Column Lift for use by the Department of Engineering/Public Works from Hoffman Services, Inc. (Hoffman), who submitted a cost estimate for the product in the amount of \$44,927.60, using the State approved ESCNJ Cooperative Pricing System #65CESCCPS; and

WHEREAS, Hoffman is the New Jersey distributor for the product manufacturer, Steril-Koni USA, both of whom are members of the purchasing cooperative, and CAF No.19-10731 was obtained to certify payment to Hoffman; and

WHEREAS, a request was made by Hoffman that the purchase order to be re-issued and made payable directly to the product manufacturer, Steril-Koni USA.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the purchase order previously issued to Hoffman be rescinded and a new purchase order be issued and payable to Steril-Koni USA in the amount of \$44,927.60; and

BE IT FURTHER RESOLVED, that the Freeholder Director and County Purchasing Agent are authorized and directed to execute the necessary documents to complete the purchase.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on December 18, 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. 19-10731

Pg 1 **SHIP TO**
GLOUC. CO ENGINEERING DEPT.
1200 N. DELSEA DR. BLDG A
CLAYTON, NJ 08312
856-307-6600

ORDER DATE: 11/25/19
REQUISITION NO: R9-25737
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

VENDOR #: STERT016

VENDOR
STERTIL-KONI USA, INC.
200 LOG CANOE CIRCLE
STEVENSVILLE, MD 21666-2111

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	STERTIL-KONI ST1085-2FRA E BRIGHT MOBILE COLUMN LIFTS WIRELESS, 18,500 CAPACITY COLUMNS 4 COLUMNS, 7" LCD CONTROL SCREEN ADJUSTABLE FORKS (R22.5/24-R9) ADJUSTABLE LOWERING & RAISING COLUMN HEIGHT INTEGRATED IN LCD DISPLAY WEIGHT INDICATION ON EACH COLUMN ALI ALCTV CERTIFIED ESCNJ COOPERATIVE PRICING SYSTEM #65MCECCPS BID # ESCNJ 18/19-36 ESTIMATE: 5954 DATED: 11/19/19	C-04-19-019-315-19210 Heavy Equipment	44,927.6000	44,927.60
			TOTAL	44,927.60

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	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
VENDOR SIGN HERE DATE		<i>Michael Bels</i> TREASURER / CFO
TAX ID NO. OR SOCIAL SECURITY NO. DATE	DEPARTMENT HEAD DATE	<i>Kenneth L. ...</i> QUALIFIED PURCHASING AGENT
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS		

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

C-4

**RESOLUTION ACCEPTING THE NJ DEPARTMENT OF STATE COMPLETE
COUNT COMMISSION GRANT PROGRAM, FOR \$60,373.00**

WHEREAS, the New Jersey Complete Count Commission (CCC), an agency of the N.J. Department of State (NJDOS) has made funds available to Counties for the Census 2020 Complete Count Commission Grant Program; and

WHEREAS, the County adopted a resolution on November 6, 2019, the authorizing and application for the Census 2020 Complete Count Commission Grant Program in the amount of \$55,600.00; and

WHEREAS, the County received a letter, dated November 25, 2019, from the NJDOS by letter dated November 25, 2019, stating the County has been approved for \$60,373.00, requiring an amended formal application to be submitted and execution of the grant agreement; and

WHEREAS, the County's Department of Public Works, Planning Division has reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and in its attachments is true and correct; and

WHEREAS, the Gloucester County Department of Public Works, Planning Division must submit the amended formal application, along with the amended budget to the NJDOS for review, and should said agency approve the application, the Board of Chosen Freeholders of the County of Gloucester understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the NJDOS for the administration of grant program.

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

1. The Freeholder Director is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to any and all documents including the Grant Agreement from NJDOS in connection with the filing of the amended formal grant application with the NJDOS requesting grant funds for the Census 2020 Complete Count Commission Grant Program in the amount of \$60,373.00; and
2. The Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any necessary additional assurances as may be required.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 18, 2019, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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



State of New Jersey

Philip D. Murphy
Governor

DEPARTMENT OF STATE
P.O. Box 300
Trenton, New Jersey 08625

Tahesha Way
Secretary of State

Sheila Y. Oliver
Lt. Governor

11/25/2019

The Honorable Robert Damminger
Gloucester County
2 South Broad Street
Woodbury, NJ 08096-4604

Re: Application Number: DOS2020C3-CTY-039

Dear The Honorable Robert Damminger:

Your grant application to the New Jersey Department of State's (DOS) 2020 Complete Count Commission (C3) County Grant Program has been approved for funding at the level of \$60,373.00. Please note that the funding is contingent upon availability of funding.

Provision of such financial assistance is subject to appropriate execution of a grant/loan agreement with the Department of State and compliance by your agency with the terms, conditions, and requirements set forth therein. You will be notified when the organization's grant agreement and payment voucher is available for completion and execution on the System for Administering Grants Electronically (SAGE). All future grant communication will be conducted via SAGE. You will receive additional grant information within the next 30 days.

If you have any questions on accessing your documents, please call me at 609-633-0522 or email me at census2020@sos.nj.gov.

I am pleased that the Department of State and the Complete Count Commission are able to provide funding for this program and extend my best wishes for its successful completion.

Congratulations on your successful application.

Sincerely,

Deputy Chief of Staff
New Jersey Department of State | Complete Count Commission

C-5

RESOLUTION AUTHORIZING A FUNDING AMENDMENT TO A SHARED SERVICES AGREEMENT WITH ROWAN COLLEGE OF SOUTH JERSEY

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on August 23, 2017, authorizing two Shared Services Agreements with Rowan College of South Jersey, for the Workforce Learning Link (WLL) and Community Work Experience Program (CWEP), from July 1, 2017, to June 30, 2027, with the initial WLL allocation at \$71,800.00, and CWEP at \$67,910.00, and each year the agreement amount will be amended based on available state funding along with the individual program's goals and assessments; and

WHEREAS, after reviewing the State's updated funding notices, on July 24, 2019 the Freeholders adopted a Resolution establishing the contract amount for the WLL is an amount not to exceed \$38,000.00 and CWEP is an amount not to exceed \$77,910.00, from July 1, 2019 to June 30, 2020; and

WHEREAS, pursuant to a Notice of Award from the Department of Labor and Workforce Development, dated November 6, 2019, an amendment is necessary for the County to increase the WLL amount by \$14,000.00, from July 1, 2019 to June 30, 2020; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made and/or services rendered pursuant to the within agreement, a Certificate of Availability must be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item from the County budget from which said funds will be paid; and

WHEREAS, all other terms and provisions of the original contract, including the standard annual amount, which has not been amended herein 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 to execute and the Clerk of the Board is authorized to attest to the execution of an amendment to the agreement between the County of Gloucester and Rowan College of South Jersey for the WLL to increase the amount by \$14,000.00, resulting in an amount not to exceed \$52,000.00, from July 1, 2019 to June 30, 2020; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, December 18, 2019, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD

**AMENDMENT TO A SHARED SERVICES AGREEMENT BETWEEN
ROWAN COLLEGE OF SOUTH JERSEY
AND
COUNTY OF GLOUCESTER**

THIS is an Amendment to a Shared Services Agreement entered into on the 23RD of August, 2017, by and between the Rowan College of South Jersey (Rowan) and the County of Gloucester (County). In further consideration for the mutual promises made by and between the parties in the above-described Agreement, Rowan and County hereby agree to amend the Agreement as follows:

- **To modify the annual contract amount for the Workforce Learning Link (WLL), due to the Notice of Award from the State of New Jersey, in amount not to exceed \$14,000.00, resulting in an amount not to exceed \$52,000.00, through June 30, 2020.**

Whereas, a Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made and/or services rendered pursuant to the within agreement, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purpose and identifying the line item from the County budget from which said funds will be paid.

All other terms and provisions of the Agreement and conditions set forth therein that are consistent with the Amendment and State requirements shall remain in full force and effect.

THIS AMENDMENT is effective as of the 18th day of December, 2019.

ATTEST:

COUNTY OF GLOUCESTER

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

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

ROWAN COLLEGE OF SOUTH JERSEY

DR. FREDERICK KEATING, PRESIDENT

F-1

RESOLUTION AUTHORIZING APPLICATION TO THE NEW JERSEY ASSOCIATION OF CITY AND COUNTY HEALTH OFFICIALS FOR THE COMMUNICABLE DISEASE-HEPATITIS A GRANT FROM OCTOBER 1, 2019 TO JUNE 30, 2020, IN AN AMOUNT NOT TO EXCEED \$42,850.00

WHEREAS, the County of Gloucester, through its Department of Health and Human and Services, desires to apply to the New Jersey Association of City and County Health Officials for the Communicable Disease-Hepatitis A Grant in an amount not to exceed \$42,850.00, from October 1, 2019 to June 30, 2020; and

WHEREAS, the grant funding supports various services, including the outreach, education and vaccination of at-risk populations within Gloucester County; and

WHEREAS, the Gloucester County Department of Health and Human Services has reviewed all data supplied in the application and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and attachments is true and correct.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board of Chosen Freeholders is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to, the grant application referenced hereinabove, any resulting agreement or any other documents necessary to accept this grant and carry out the objectives of this Resolution; 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 and designate the County Department of Health & Human Services with the responsibility for grant implementation.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 18, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

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: 12/6/2019

1. TYPE OF GRANT
 NEW GRANT
 X RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER 321

2. GRANT TITLE: Communicable Disease for Hepatitis A(HAV)

3. GRANT TERM: FROM: 10/1/19 TO: 06/30/20

4. COUNTY DEPARTMENT: Health and Human Services

5. DEPT. CONTACT PERSON & PHONE NUMBER: Karen Christina 218-4134

6. NAME OF FUNDING
AGENCY: NJACCHO

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): To reduce the prevalence of acute hepatitis A(HAV) infections in at-risk populations within Gloucester County.

8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK " * "):

NAME	AMOUNT	NAME	AMOUNT
<u>DittyMae Jankauskas</u>	<u>\$4,500.00</u>	<u>Various Nurses</u>	<u>\$14,000.00</u>

9. TOTAL SALARY CHARGED TO GRANT: \$ 18,500.00

10. INDIRECT COST (IC) RATE: N/A %

11. IC CHARGED TO GRANT \$ -0-

12. FRINGE BENEFIT RATE CHARGED TO GRANT: 55.34 %

13. DATE APPLICATION DUE TO GRANTOR asap

A GRANT BETWEEN THE
NEW JERSEY DEPARTMENT OF HEALTH
and

New Jersey Association of City and County Health Officials (NJACCHO)

Grant number:

Contract Term: October 1, 2019-June 30, 2020

PROGRAM SPECIFICATIONS:

The following program and administration specifications are required by the Grantee as condition of this award.

GOAL:

To reduce the prevalence of acute hepatitis A (HAV) infections in at-risk populations across New Jersey. At-risk populations include: individuals experiencing homelessness or housing insecurity, persons who use drugs (injectable and non-injectable), Men who have sex with Men (MSM), persons who were recently or currently incarcerated.

Counties are listed in three tiers. The mechanism for tiering counties includes the current number of reported HAV outbreak-associated cases and several proxy datasets (e.g., homeless population counts, drug overdoses, naloxone administration, drug related hospitalizations) which assess the population of at-risk individuals in each county.

Focus

-
- Tier 1: Areas with greatest HAV outbreak impact: Atlantic, Burlington, Camden, Cumberland, Gloucester, Mercer, Ocean, Passaic, Salem
 - Tier 2: Areas currently with limited HAV outbreak impact but which have large at-risk populations: Essex, Hudson, Middlesex
 - Tier 3: Areas currently with limited or no HAV outbreak impact and limited at-risk populations: Bergen, Cape May, Hunterdon, Monmouth, Morris, Somerset, Sussex, Union, Warren

Funds may not be used to purchase vaccine.

OBJECTIVE #1

NJACCHO will hire a Hepatitis A Project Coordinator

ACTIVITIES

- Individuals will be identified/hired for this project by NJACCHO as the Hepatitis A Project Coordinator (HAPC).

- HAPC and/or NJACCHO representatives will update NJDOH-CDS on status of project on conference calls, email, or in-person meetings, as scheduled.

OBJECTIVE #2:

HAPC will coordinate outreach, vaccination, and education activities with a focus on Tier 1 and 2 impacted areas of the state. Tier 3 areas should be engaged in the process but only after activities focused in Tier 1 and 2 counties have been well established.

ACTIVITIES

- Coordinate outreach, education, and vaccination activities, such as securing vaccine via public/private partnerships, reaching out to local public health agencies and community-based organizations, healthcare systems/agencies, social services agencies, county jails, to set up education and vaccination.
- Liaise with NJDOH staff and local health officers/public health nursing directors for assistance or recommendations for clinic locations. Festivals or events that specifically target at-risk populations should be shared by local health departments to increase awareness of HAV outbreak and vaccination opportunities.
- Outreach to harm reduction centers and ARCH nurses to identify dates for education and vaccination.
- Outreach to behavioral health/addictions treatment facilities to identify dates for education and vaccination.
- Outreach to other agencies/organizations servicing at-risk population to include (but not limited to) STD clinics, drug treatment centers, homeless shelters, sober living/rooming/boardng houses, homeless encampments, soup kitchens, jails/prisons/half-way houses, and other non-profit organizations.
- Actively seek vaccination opportunities in Tier 1 counties, as priority. If opportunities for vaccination are available in Tier 2 counties, they may be scheduled. Tier 3 areas should be engaged in the process but only after activities focused in Tier 1 and 2 counties have been well established.
- Actively seek to secure vaccine from existing local public health and healthcare entities for use in vaccination clinics.

OBJECTIVE #3

HAPC will complete NJDOH HAV Outbreak Response Tracking template

spreadsheet

ACTIVITIES

- NJDOH will provide a HAV Outbreak Response Tracking template to the HAPC. The template will include information such as, contact information of potential and completed clinic locations, address of potential and completed clinics, contact person at each site, date of clinic, total number of participants at event, type of vaccine/317 offered/used, and total number of individuals vaccinated.
- The template must be completed on a monthly basis and emailed to the NJDOH HAV Data Coordinator. All fields in the template must be completed in entirety.

OBJECTIVE #4

Vaccination clinics that use 317 vaccine must collect information about individuals who were vaccinated and information must be added to the NJ Immunization Information System (NJIS)

ACTIVITIES

- HAPC must be trained to use NJIS.
- HAPC responsible for ensuring the entry of all data about participants who receive 317 vaccine into the NJIS. This task can be delegated to partnering LHD or organization if appropriate.

OBJECTIVE #5

Recruit and deploy individuals for strike teams

ACTIVITIES

- Recruit individuals to serve on strike teams. Teams may include educators, nurses, and community-outreach workers. Teams must include more than one person to attend an event (safety and liability). Teams may augment/supplement education and vaccination efforts offered by the local health department.
 - HAPC may reach out to local healthcare/public health organizations to recruit individuals to serve on Strike Teams, such as Visiting Nurses Association, SJ AIDS Alliance, etc.
- Coordinate the deployment of Strike Teams to provide outreach, education, and vaccination.
- Coordinate the activities of Strike Teams in HAV outbreak response efforts.
- Work with NJDOH to ensure Strike Teams are focusing on appropriate impacted areas.
- Ensure that Strike Teams have adequate logistic information, vaccination supplies, and education materials when they are deployed. Funds may not be used to purchase vaccine.
- Coordinate with local health department in county/municipality when deploying the Strike Team.
- Ensure that Strike Team has adequate staffing (at least one vaccinator and one educator/outreach worker) when deployed.
- Create a list of Strike Team members, credentials, contact information, and areas they are willing to cover, for future Strike Team deployment.

OBJECTIVE #6

HAPC will work with NJACCHO Officers to determine payment mechanism for Strike Team individuals and/or agencies

ACTIVITIES

- Ensure that Strike Team members time and activity are recorded for payment to individuals and/or partner agencies.
- Coordinate expenses with NJACCHO treasurer to ensure adequate funds are available for staffing costs accumulated during grant period.
- Determine payment mechanism and payment schedule, in advance of any Strike Team member deployment.

OBJECTIVE #7

Participate in NJDOH calls, meetings, webinars, as scheduled

ACTIVITIES

- HAPC should participate in scheduled HAV outbreak related calls, webinars, and/or meetings.
- HAPC should provide update on scheduled calls, webinars, and/or meetings on the status of the Strike Teams, scheduled activities, and vaccination efforts.

OBJECTIVE #8

Submit quarterly expenditure reports via SAGE at least 10 days after the end of the quarter

ACTIVITIES

- All approved expenditures must be uploaded to the SAGE system on a quarterly basis.
- At the end of the grant cycle, complete grant closeout documents.
- NJACCHO Treasurer should monitor expenses to ensure allotted amounts are being spent/not overspent.

RESOLUTION AUTHORIZING A TWO (2) YEAR EXTENSION TO A CONTRACT WITH AULETTO ENTERPRISES, INC. T/A AULETTO CATERERS FROM JANUARY 1, 2020 TO DECEMBER 31, 2021 FOR AN AMOUNT NOT TO EXCEED \$550,000.00 PER YEAR

WHEREAS, the County of Gloucester originally entered into a Contract on November 20, 2018 with Auletto Enterprises, Inc. t/a Auletto Caterers with offices at 1849 Cooper Street, Almonesson, NJ 08096 for the furnishing of meals for the elderly under the Gloucester County Nutrition Program, and other unspecified projects as per PD-18-060, which contract provided the County with the option to extend for one (1) two-year period or two (2) one-year periods; and

WHEREAS, the County's Department of Senior Services has recommended exercising the option to extend the Contract for the two-year period from January 1, 2020 to December 31, 2021, for an amount not to exceed \$550,000.00 per year; and

WHEREAS, this Contract extension is for estimated units of services to be utilized on an as-needed basis, and is, therefore, open-ended which does not obligate the County to make any purchase; thus, no Certificate of Availability of Funds is required at this time. Continuation of this extension beyond December 31, 2020 is conditioned upon approval of the 2021 Gloucester County budget; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders that the County of Gloucester does hereby exercise its option to extend the Auletto Enterprises, Inc. t/a Auletto Caterers for the furnishing of meals for the elderly under the Gloucester County Nutrition Program, from January 1, 2020 to December 31, 2021, in an amount not to exceed \$550,000.00 per year, as per PD-18-060, and that the County's Qualified Purchasing Agent is hereby directed to inform Contractor of the extension; and

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

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 18, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

		PD 018-060	
		Bid Opening 10/04/2018 10:00am	
SPECIFICATION AND PROPOSAL FORM FOR THE FURNISHING OF MEALS FOR THE ELDERLY UNDER THE GLOUCESTER COUNTY NUTRITION PROGRAM AND OTHER UNSPECIFIED PROJECTS			
		VENDOR:	
		Auletto Enterprises, Inc. / <i>va</i> Auletto Caterers	
		1849 Cooper St.	
		Almonesson, NJ 08096	
		James Auletto Pres.	
		856 227-3800	
		856 227-0608 Fax	
ITEM	DESCRIPTION		
1	BID PRICES:		
	2019(All in Bulk)	\$3.64	
	2019 Individual/Pre-Packaged Serv-A-Tray Meals	\$4.50 Per Meal	
	2019 Remaining Congregate Bulk / Per Meal	\$3.64	
	Daily Brown Bag Lunch (Individual Cost per Meal):	\$3.64 Per Meal	
	Location for Parties	Auletto Caterers, 1849 Cooper Street, Almonesson, NJ 08096	
	Variations: (if any)	NONE	
	Will you extend your prices to local government entities within the County	YES	
	Bid specifications sent to:	Atlantic Meats & Food Service Catering Deltak Center for Family Services Genuine Foods	
	This is a one (1) year contract with the County having the option to extend the contract for one (1) two (2) year period or two (2) one (1) year periods.	Abilities Solutions	
	Based upon the bids received, I recommend Auletto Caterers be awarded the contract, as the lowest responsive, responsible bidder.		
		Sincerely,	
		Peter Mercanti	
		Purchasing	

RESOLUTION AUTHORIZING AN APPLICATION TO THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES/DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES FOR THE 2020 COMPREHENSIVE ALCOHOL AND DRUG ABUSE SERVICES GRANT IN THE AMOUNT OF \$594,625.00 WITH A CASH MATCH OF \$90,282.00 FOR A PROGRAM TOTAL OF \$684,907.00

WHEREAS, the County seeks to file a grant application with New Jersey Department of Human Services, Division of Mental Health and Addiction Services, for the 2020 Comprehensive Alcohol and Drug Abuse Services Grant; and

WHEREAS, this funding provides comprehensive addiction services including: prevention, intervention, residential detoxification, residential treatment, out-patient treatment, half-way house services, outpatient opiate abuse treatment, and sober living recovery support services for Gloucester County residents in need of these services; and

WHEREAS, the County is eligible to receive \$594,625.00 from the 2020 Comprehensive Alcohol and Drug Abuse Services Grant, with a cash match of \$90,282.00, for a program total of \$684,907.00 for the grant period from January 1, 2020 to December 31, 2020; and

WHEREAS, the Gloucester County Department of Health and Human Services has reviewed all data supplied in the application and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and attachments is true and correct.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board of Chosen Freeholders 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 agreement and any other documents necessary to carry out the objectives of this resolution including acceptance of the 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, and designates the County Department of Health & Human Services with the responsibility for grant implementation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 18, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD

GRANT REQUEST FORM

~~(blue paper)~~

DATE: November 18, 2019

1. TYPE OF GRANT
 NEW GRANT X RENEWAL

2. GRANT TITLE: Gloucester County Comprehensive Addiction Services

3. GRANT TERM: FROM: 1/1/20 TO: 12/31/20

4. DATE APPLICATION DUE TO GRANTOR: 11/21/19

5. CFDA NUMBER: _____

6. STATE GRANT NUMBER: Next Grant Number: 20-530-ADA-0

COUNTY DEPARTMENT: Glo. Co. Dept. of Health and Human Services

DEPT. CONTRACT PERSON & PHONE NO. Judy M. Tobia-Johnson
(856) 384-6886

7. NAME OF FUNDING AGENCY: NJDHS/Div.of Mental Health &Addiction Srvs.

8. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): To provide Treatment and Prevention Services of Alcohol and Drug Abuse for Gloucester county residents in accordance with Needs Assessment, process promulgated by the Grantor, the NJ Div. Of Mental Health and Addiction Services. Services include Detoxification, Residential and Outpatient Treatment, Evaluations, Prevention, Education and Intervention Services as approved by Grantor and subcontracted to provider agencies

9. DID YOU READ THE GRANT AND UNDERSTAND ITS TERMS? YES

10. INDIRECT COST (IC) RATE 17.76 %

11. IC CHARGED TO GRANT : \$ 20,000

12. FINANCIAL:	<u> REQUESTED </u>	<u> MANDATED </u>
GRANT FUNDS	\$ <u> \$594,625 </u>	
CASH MATCH	\$ <u> \$90,282 </u>	<u> YES </u>
IN-KIND MATCH	\$ <u> 0 </u>	(Attach Documentation)

(Attached Documentation)

TOTAL PROGRAM BUDGET \$ 684,907

13. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$157,167*

(Note: \$600 of PT- LACADA Secretary not included in Fringe Calculation Below)

TOTAL OTHER EXPENSES (b): \$ 477,740TOTAL FRINGE (c): \$ 86,645 (Note: Per 2019 Rate of 55.34%)*TOTAL PROGRAM COST (d): \$721,552TOTAL GRANT FUNDING (e): \$ 594,625TOTAL COUNTY FUNDING (f): \$126,927 (Includes County Match
Requirement of \$90,282)

DEPT. HEAD:

Linda Cray
Signature

DATE:

11/26/19

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

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

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

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



State of New Jersey
DEPARTMENT OF HUMAN SERVICES
DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES
PO BOX 362
5 COMMERCE WAY
HAMILTON, NJ 08691

PHILIP D. MURPHY
Governor

CAROLE JOHNSON
Commissioner

SHEILA Y. OLIVER
Lt. Governor

VALERIE L. MIELKE, MSW
Assistant Commissioner

August 15, 2019

Ms. Judith Tobia Johnson Hadnett, Director
County Addiction Services
Gloucester County Health/Senior Services
PO Box 337
Woodbury, NJ 08096

RE: Proposed Renewal Contract #20-530-ADA-0

Dear Ms. Johnson Hadnett:

This letter is to notify you that the Division of Mental Health and Addiction Services (DMHAS) will accept an application for the County Comprehensive Alcoholism and Drug Abuse Services Contract for calendar year CY 2020, from January 1, 2020 through December 31, 2020. Your contract reimbursable ceiling in CY 2020 is \$594,625. Your County Match will be \$90,282. Your Prevention/Education reserve will be \$42,505.

It is expected the application will correspond with the 2020 goals and objectives stated in the CY 2020-2023 County Comprehensive Community-based Behavioral Health Plan. DMHAS requests that your county application be submitted through the Contract Information System (CIMS) by October 31, 2019 to allow for sufficient time to complete the application process.

Update Progress Reports (UPR's) for year 2019 should be submitted to the Division by the end of August, 2019. Kindly e-mail your UPR to Jason.Bell@dhs.nj.gov.

I. The following documents must be completed and submitted with your renewal contract application package:

A. Items that must be submitted/approved electronically through CIMS:

1. Annex A
2. Contract renewal budget (Annex B)

B. Items that must be submitted to DMHAS in hard copy through USPS mail or courier service:

1. Standard Language Document for Social Service and Training Contracts
Please note that two (2) Standard Language Documents (SLDs) must be signed and returned. DMHAS will return one (1) copy to you, the contractee, with required Departmental signatures, to retain for your records.
2. Executive Order 129
To complete this form, fill in your agency name as "Bidder" and your contract number as "Solicitation Number." The modalities for which you provide Substance Abuse Treatment will be your "Description of Services" and the location where these will be performed should also be identified. Sign next to the "By" line. Return form with your application and retain a copy of the Memorandum for your records.
3. Business Associate Agreement
Please be advised that on the Board Resolution under the Health Insurance Portability and Accountability Act if your agency is a non-covered entity under HIPPA you must complete the Business Associate Agreement.
4. Board Resolution
Please have a Board Authorized signatory sign and date the first page. Please fill out the second page and return both pages with your application.
5. Cost Allocation Plan
Agencies are required to submit Cost Allocation Plans for their entire organization, which shows how individual salaries and other costs categories are attributed to DMHAS and all other payers.

You may obtain all of these required forms at the following website:

<http://www.state.nj.us/humanservices/dmhas/home/>

If you intend to allocate any of these contract dollars to support your county's direct provision of treatment and prevention/education services, you must provide:

1. a separate breakout of budget pages for these services;

As in previous years, the amount of your award is based upon availability of funds.

Please submit the required hard copy documents to your Contract Administrator at (choose according to delivery method):

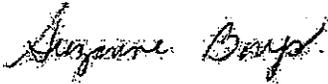
US MAIL:

NJ Dept. of Human Services
Division of Mental Health and
Addiction Services
P. O. Box 362
Trenton, NJ 08625-0362

EXPRESS DELIVERY:

NJ Dept. of Human Services
Division of Mental Health and
Addiction Services
120 South Stockton Street, 3rd Floor
Trenton, NJ 08625

Sincerely,



Suzanne Borys, Ed. D.
Assistant Division Director
Office of Planning, Research, Evaluation, and Prevention
Division of Mental Health and Addiction Services
Department of Human Services
120 S. Stockton St.
Trenton, NJ 08625

cc: Jason Bell, MPH, Program Manager
Ama London, Director, Contract Administration

Department: Glo. Co. Dept. of Health and Human Services
Grant Title: 2020-Gloucester County Comprehensive Addiction Services

Salary and Wages Detail
 List all Employees within the program
 Insert more lines if necessary
 Highlighted cells are formulas and should not be changed

Fringe
 Update the fringe rate if necessary
 2019 Fringe is € 55.34 For Personnel-per Purchising-3-18-18

Name	Title	Salary	Fringe	Grant Funds	County Funds	Total Funds
Judy M. Tobia-Johnson	Coordinator/Comm	\$ 109,857	55.34%	\$ 57,474.46	\$ 128,857.00	\$ 161,931.46
Robert Bamford	Assistant Health Ed	\$ 28,400	55.34%	\$ 15,716.56	\$ 41,000.00	\$ 44,116.56
Sherry Gilkin	PT-LACADA Secretal	\$ 600	0.00%	\$ -	\$ 600.00	\$ 600.00
Robert Munson	Employee Title	\$ 24,310	55.34%	\$ 13,454.30	\$ 36,710.00	\$ 37,764.30
Employee Name	Employee Title	\$ -	61.47%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	61.47%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	61.47%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	61.47%	\$ -	\$ -	\$ -
		\$ 157,167		\$ 86,645	\$ 207,167	\$ 386,645
		(a)			(c)	\$ 243,812

NOTE: We do not pay fringe for Sherry under the Additions Grant- She is only LACADA Meeting Secretary
 Total funds for Sherry are incorrect, they should be \$600

Other Expenses

	Grant Funds	County Funds	Total OE
20205	\$ 125.00	\$ -	\$ 125.00
20275	\$ 100.00	\$ -	\$ 100.00
20299	\$ 389,578.00	\$ 70,282.00	\$ 453,860.00
20405	\$ 360.00	\$ -	\$ 360.00
20410	\$ 375.00	\$ -	\$ 375.00
20411	\$ 370.00	\$ -	\$ 370.00
20480	\$ 750.00	\$ -	\$ 750.00
20910	\$ 150.00	\$ -	\$ 150.00
20911	\$ 150.00	\$ -	\$ 150.00
20921	\$ 500.00	\$ -	\$ 500.00
20980	\$ 1,000.00	\$ -	\$ 1,000.00
20993	\$ -	\$ 20,000.00	\$ 20,000.00
	\$ 367,458.00	\$ 90,282.00	\$ 477,740.00

Note:

Total Program Cost (d) \$ 721,552.00

Total Per Letter \$ 684,907.00 (594,625+90282)

County funds not part of \$ 36,645.00 not reflected in funding letter

Total Program Cost	Grant	County	Total
\$ 594,625.00	\$ 126,927	\$ 721,552.00	
(e)	(f)	(d)	

Grant Funding History

	20-NEW *	18-XXX	17-XXX*	16-XXX	15-XXX	14-XXX	13-XXX
\$6W, Fringe	\$ 207,167.00	\$ 204,097	\$ 200,787	\$ 197,998	\$ 189,102.00	\$ 188,645.00	\$ 182,468.00
OE	\$ 387,458.00	\$ 862,922	\$ 365,820	\$ 953,108	\$ 961,141.00	\$ 467,347.00	\$ 446,712.00
	\$ 594,625.00	\$ 567,919.00	\$ 551,047.00	\$ 556,607.00	\$ 647,449.00	\$ 653,357.00	\$ 663,545.00

*Grant Funding History NOTATIO 11/15/18- Note Per - Judy M. Tobia-Johnson
 NOTE: Dollars for 2015, 2014, and 2013 totals include the County Match Requirement
 But the Do 2019, 2015, 2016 are only State Grant Dollars in the Grant Funding History section

2020 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS

10/17/19

Addiction Services- Pg. 1 of 3

10101 Salaries and Wages

1) Judith M. Tobia-Johnson \$103,837
2) Robert Bamford (not full salary = %) \$ 52,730
3) Sherry Gilkin(part-time as LACADA Secretary)\$ 600

Total \$ 157,167

20205 Advertising

2014 Advertising per Open Public Meetings Act for LACADA
(Local Advisory Committee on Alcoholism and Drug Abuse)

TOTAL \$125

20275 Printing

Annual County Comprehensive Alcoholism and Drug
Abuse Plan and County Municipal Alliance Plan. Approx. \$100

TOTAL \$100

20299- Other Outside Services

11 Subcontracts for Alcohol and Drug Abuse Prevention,
Intervention, Treatment and Recovery Support Services

Total (2020) \$453,860

20405 - Computer Supplies

Annual needs to purchase disks, printer ribbons and other
computer supplies for (4) employees- GC Div. of Addiction
Services. Approx. \$360 cost of computer supplies.

TOTAL \$ 360

20410 - Office Supplies

To purchase copy paper, pens, staples, clips, scotch tape, Calculator, Paper, tape, etc. for three employees. Approx. \$125 each times 3 employees office supplies each year.

TOTAL \$375

20411 Reproduction Supplies

To Purchase 10 Cartons of copy paper at approximately \$37.00 each.

TOTAL \$370

20430 Food

1-Refreshments:

A) LACADA and PACADA Training Conferences-\$500
& 6 Meetings (\$300);

B) PACADA 5 Meetings(\$200)

2-Lunches - Judy & Robert(2 people)Out of--\$250

County Meetings as required by

Grantor throughout the year.

(Approx. Lunches=14 X \$17.50 ea.)

TOTAL \$750

20910 Books and Subscriptions

Purchase various books and subscriptions of Professional, technical relevance to the field of addiction.

TOTAL \$150

20911 Educational Materials

To purchase video's or books for use by various County entities and outside agencies for substance abuse prevention-intervention-education.

TOTAL \$150

20921 Meetings, Memberships, Dues

To cover the cost during the year for 2 employees, Professional memberships Association Dues, and required Meetings to maintain compliance with Grantor expectations.

1-Dues: NJ Assoc. Co. Alcoholism & Drug Abuse Dirs. \$250

2- Dues: Nat'l Assoc. County Disability and

Addiction Administrators \$250

TOTAL \$500

20930 Education and Training

A) Provide continuing education and training to three employees to maintain work functions and certifications. Alcoholism and Drug Dependence Conferences and MH Dually Diagnosed Clients (2 employees @ approx. \$250 each = \$500);

B) Addiction Education Re-Certification-(2 employees at \$250 each = \$500)

TOTAL \$1,000

20993 Indirect Costs

Maximum allowed by State Grantor.

TOTAL \$20,000

20994 Fringe Costs- Maximum allowed by State Grantor.

2020 Judy = \$33,220

2020 Robert= \$16,780

TOTAL \$50,000

TOTAL 2020 GRANT DOLLARS = \$684,907

{Total= State Funds=\$594,625 and
County Match Funds=\$90,282}

FORM C-2

SUBMISSION DATE:

DEPARTMENT:

REVISION DATE:

Dept. of Health and Human Services/ Department of Human and Disability Services/Addiction Services Grant

**RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE NEW JERSEY
DIVISION OF DISABILITY SERVICES FOR THE 2020 TITLE XX GRANT IN THE
AMOUNT OF \$30,367.00 FROM JANUARY 1, 2020 TO JUNE 30, 2020**

F-4

WHEREAS, the Gloucester County Division of Human & Disability Services Division of Transportation Services (DTS) provides persons with disabilities and/or low-income residents of Gloucester County transportation to vocational training sites and seeks now to submit a renewal grant application for the 2020 Title XX Grant to support this effort; and

WHEREAS, the County is eligible to receive a total of \$30,367.00 under the 2020 Title XX Grant from January 1, 2020 to December 31, 2020; and

WHEREAS, the Gloucester County Department of Health and Human Services has reviewed all data supplied in the application and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and attachments is true and correct.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board of Chosen Freeholders is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to the grant application referenced hereinabove, any resulting agreement or any other documents necessary to accept this grant and carry out the objectives of this Resolution; 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, and designate the County Department of Health & Human Services with the responsibility for grant implementation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on December 18, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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



State of New Jersey
DEPARTMENT OF HUMAN SERVICES
PO BOX 705
TRENTON, NJ 08625-0705

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

DIVISION OF DISABILITY SERVICES

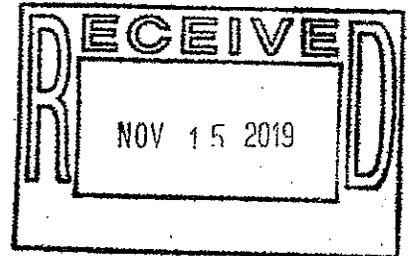
CAROL H. JOHNSON
Commissioner

PERI L. NEARON
Executive Director

November 12, 2019

Lisa Cerny, Director
Gloucester County Department of Human Services
115 Budd Boulevard
West Deptford, NJ 08096

Re: Contract #20AQHS



Dear Ms. Cerny:

I am writing to you regarding the 2020 renewal of your agency's contract for the administration of the Gloucester County Transportation – Vocational and Disabled Program. I regret to inform you that funding for this program will end on June 30, 2020.

As such, with this letter, I am inviting you to renew your contract with the Division of Disability Services (DDS) for the period of January 1, 2020 through June 30, 2020. Your contract ceiling will be \$30,367, which is half of the twelve month ceiling you received for the calendar year 2019 contract.

I remind you that providers are required to adhere to all terms within the P2.01 Standard Language Document, as well as Policy Circular P1.01, which documents the conditions required for processing, executing and documenting a third party contract with the Department of Human Services (DHS). The Required Documents Checklist, enclosed, details all documents necessary to successfully execute your contract. This checklist should be completed, signed, and returned with your contract package.

Electronic copies of all documents relevant to contracting with DHS can be found on the Department's website at the following address:

<https://www.state.nj.us/humanservices/olra/ocpm/resources/manuals/>

To allow adequate time for review and processing, please submit your contract renewal packages as soon as possible. Payments cannot begin until the contract has been approved by DDS.

When complete, submit your contract renewal package to Michael Korman. He can be reached electronically at:

michael.korman@dhs.state.nj.us

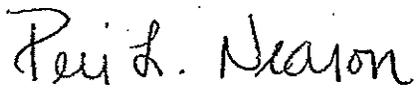
New Jersey Is An Equal Opportunity Employer

Any questions regarding the renewal of your contract should be directed to Michael Korman as well. He can be reached at the above e-mail address or by phone at 609-631-2494.

Should you have additional concerns, I can be reached at 609-631-2482 or electronically at peri.nearon@dhs.state.nj.us.

Thank you in advance for your cooperation.

Sincerely



Peri L. Nearon, MPA
Executive Director

C: M. Korman
T. Wojtowicz

GRANT REQUEST FORM

DATE: 11/25/2019

1. TYPE OF GRANT
 NEW GRANT RENEWAL
2. GRANT TITLE: 20AQHS – 2020 Title XX Transportation
3. GRANT TERM: FROM: 01/01/20 TO: 06/30/20
4. DATE APPLICATION DUE TO GRANTOR: 11/30/19
5. CFDA NUMBER: 464
6. STATE GRANT NUMBER: 20AQHS
7. COUNTY DEPARTMENT: Division of Human & Disability Services / DTS
8. DEPT. CONTRACT PERSON & PHONE NO. Lisa Cerny, Director 856-384-6870
9. NAME OF FUNDING AGENCY: State of NJ Division of Disability Services
10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): Gloucester County DTS uses these funds to support vocational training transportation for disabled residents and low-income residents for their local appointments.
11. DID YOU READ THE GRANT AND UNDERSTAND ITS TERMS? Yes
12. INDIRECT COST (IC) RATE 31.7 %
13. IC CHARGED TO GRANT : _____
14. FINANCIAL:

	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	\$ <u>30,367.00</u>	
CASH MATCH	\$ _____	
IN-KIND MATCH	\$ _____	
(Attached Documentation)		(Attach Documentation)
TOTAL PROGRAM BUDGET	\$ <u>30,367.00</u>	

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ _____

TOTAL OTHER EXPENSES (b): \$ 30,367.00

TOTAL FRINGE (c): \$ _____

TOTAL PROGRAM COST (d): \$ 30,367.00

TOTAL GRANT FUNDING (e): \$ 30,367.00

TOTAL COUNTY FUNDING (f): \$ _____

DEPT. HEAD: _____
Signature

DATE: _____

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

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

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

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

Department: Human Services Division of Transportation Services

Grant Title: Title XX

Salary and Wages Detail

List all Employees within the program

insert more lines if necessary

Highlighted cells are formulas and should not be changed

Fringe

Update the fringe rate if necessary

2019 Fringe is 55.34% for PERS and 65.39% for Police and Fire

Name	Title	Salary	Fringe	Grant Funds	County Funds	Total Funds	
		\$ -	\$ -	\$ -	\$ -	\$ -	
		(a)	(c)				
Other Expenses		Grant Funds	County Funds	Total OE			
G-02-20-464-333-20299	\$	30,367.00	\$ -	\$	-	\$ 30,367.00	
	\$	30,367.00	\$ -	\$	-	\$ 30,367.00	
				(b)			
	Grant	County	Total				
Total Program Cost	\$	30,367.00	\$ -	\$	-	\$ 30,367.00	
	(e)	(f)	(d)				
Grant Funding History							
	New	20-XXX	19-XXX	18-XXX	17-XXX	16-XXX	15-XXX
S&W, Fringe			\$ 4,233.00	\$ 51,733.00	\$ 51,733.00	\$ 51,733.00	\$ 51,733.00
OE	\$	30,367.00	\$ 30,367.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00
	\$	30,367.00	\$ 30,367.00	\$ 60,733.00	\$ 60,733.00	\$ 60,733.00	\$ 60,733.00

2020 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS - Title XX

20299	Other outside services	\$	30,367
	To pay for vendor to provide vocational transportation for 6 month.		

TOTAL	\$	30,367
-------	----	--------

Form C-2

Department Code 333-002

Submission Date Novemer 22, 2019

Revision Date

Department - Human Services (DTS)

F-5

RESOLUTION ACCEPTING STATE/COMMUNITY PARTNERSHIP AND FAMILY COURT SERVICES FUNDS FROM THE NEW JERSEY JUVENILE JUSTICE COMMISSION TOTALING \$557,805.00, FROM JANUARY 1, 2020 TO DECEMBER 31, 2020

WHEREAS, on August 28, 2019, the Gloucester County Board of Chosen Freeholders adopted a Resolution authorizing an application to the New Jersey Juvenile Justice Commission for State/Partnership and Family Court Funds; and

WHEREAS, funds in the amount of \$279,282.00 for State/Community Partnership, award number SCP-20-PS-08/SCP-20-PM-08 and funds in the amount of \$278,523.00 for Family Court Services, award number FC-20-08, were awarded totaling \$557,805.00, which funds will be used to provide delinquency of prevention, diversion, disposition programming as well as the administration of these programs and services, from January 1, 2020 to December 31, 2020.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the County hereby accepts State/Community Partnership funds in the amount of \$279,282.00 and Family Court Services funds in the amount of \$278,523.00 totaling \$557,805.00 awarded by the New Jersey Juvenile Justice Commission as referenced hereinabove, from January 1, 2020 to December 31, 2020 and will comply with all applicable regulations of the granting authority including the provision of any necessary additional assurances as may be required.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 18, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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



State of New Jersey
Office of the Attorney General
DEPARTMENT OF LAW AND PUBLIC SAFETY
Juvenile Justice Commission
P.O. Box 107
Trenton, New Jersey 08625-0107

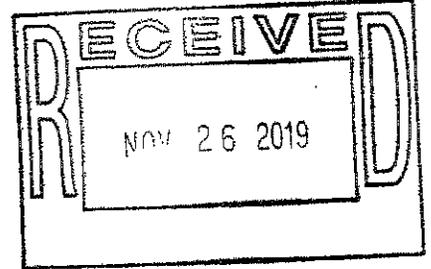
Philip D. Murphy
Governor

Sheila Y. Oliver
Lt. Governor

Gurbir S. Grewal
Attorney General

Jennifer LeBaron, Ph.D.
Acting Executive Director

November 20, 2019



Rudolph Aikens
 Gloucester County Youth Services Commission
 Department of Human Services
 115 Budd Blvd.
 Woodbury, NJ 08096

Dear Mr. Aikens:

We are pleased to advise you that the Juvenile Justice Commission has completed processing Gloucester County's CY 2020 Comprehensive County Youth Services Plan Update and Application (CY 20).

Our intent to award Gloucester County for CY 20 is as follows:

State/Community Partnership	
Program Services Funds	\$223,732.00
Program Management Funds	\$55,550.00
Award Total	\$279,282.00
Family Court Services	
Program Services	\$141,848.00
Family Crisis Intervention Unit	\$136,675.00
Award Total	\$278,523.00
Comprehensive Funding Grand Total	\$557,805.00

Enclosed are your Award Notices, Award Conditions and Certified Assurances as follows:

State/Community Partnership (SCP) and Family Court (FC) Funds:

- One Award Notice
- Award Conditions
- Certified Assurances



REALIZING POTENTIAL & CHANGING FUTURES
 New Jersey Is An Equal Opportunity Employer
 Printed on Recycled Paper and Recyclable

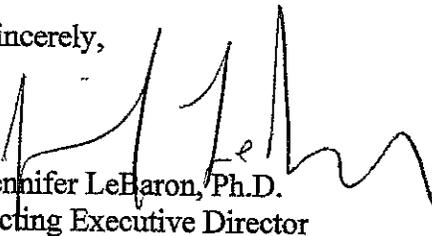


All Award documents must be signed by the Freeholder Director/County Executive and returned to Safiya L. Baker at the address above. Please also submit a Resolution with a raised seal and ensure that it indicates the award amount. A fully Executed Award will be forwarded to you after subsequent signature by the Attorney General.

As stated in the Award Conditions, any press or media contact in relation to Partnership and Family Court must be coordinated with the Juvenile Justice Commission in advance of press/media contact.

If you have any questions, please contact Safiya L. Baker at 609-341-3632.

Sincerely,



Jennifer LeBaron, Ph.D.
Acting Executive Director

JL/mmr

Attachments

c: Robert Damminger, Freeholder Director, Gloucester County
Tracy M. Giordano, Chief Financial Officer, Gloucester County
Doris S. Darling, Director, Office of Local Programs & Services, JJC
Paul Summers, Chief of Budget & Finance, JJC
Safiya L. Baker, Manager, YSC Grants Management Unit, JJC
Connie Price, Supervisor, Court Liaison Unit, JJC
Jessica Froba, Court Liaison, JJC

**NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
JUVENILE JUSTICE COMMISSION
AWARD NOTICE**

1. FUNDING SOURCE: STATE/COMMUNITY PARTNERSHIP (SCP) FAMILY COURT SERVICES (FC)
 JUVENILE DETENTION ALTERNATIVES INITIATIVE (JDAI)

2. SUBGRANTEE: Gloucester

3. AWARD NUMBER: SCP-20-PS-08
 SCP-20-PM-08
 FC-20-08

4. STATE ACCOUNT NUMBER:
 100-066-1500-007
 100-066-1500-021
 100-066-1500-267

5. GRANTEE IRS/VENDOR NO: 21-6000881

6. SUBGRANTEE ADDRESS:
 Gloucester County Youth Services Commission
 Department of Human Services
 115 Budd Blvd.
 Woodbury, NJ 08096

7. SUBGRANTEE REPRESENTATIVE NAME & ADDRESS:
 Rudolph Aikens
 Gloucester County Youth Services Commission
 Department of Human Services
 115 Budd Blvd.
 Woodbury, NJ 08096

PHONE NUMBER: 732-866-3585

8. AWARD PERIOD:
 From: January 1, 2020
 To: December 31, 2020

9. AWARD AMOUNT:

SCP Program Services Funds:	\$223,732.00
S CP Program Management Funds:	\$55,550.00
Family Court Funds:	\$141,848.00
Family Crisis Intervention Unit Funds:	\$136,675.00
TOTAL	\$557,805.00

10. FISCAL YEAR: SFY 2020 – SFY 2021

11. GRANTEE AWARD CONDITIONS:

The above award is approved subject to conditions or limitations set forth in the attached subgrant award conditions on the attached 6 Page(s).

12. STATUTORY AUTHORITY FOR GRANT:

- In accordance with provision of P.L. 1995 Chap. 283 State/Community Partnership Grant Program.
 In accordance with provision of P.L. 2016 Chap. 10

JUVENILE JUSTICE COMMISSION

13. Juvenile Justice Commission Fiscal Officer Approval

Signature

Paul Summers

Paul Summers, Chief of Budget & Finance

Date

11/22/19

SUBGRANTEE ACCEPTANCE

14. Name and Title of Authorized Subgrantee Official:

Signature

Authorizing Official

Date

Robert M. Damminger, Freeholder Director

TYPED NAME OF OFFICIAL and TITLE

STATE OF NEW JERSEY - DEPARTMENT LAW AND PUBLIC SAFETY

15. SIGNATURE OF APPROVAL:

Signature

Attorney General or Designee

Date

F-6

**RESOLUTION AUTHORIZING AN AGREEMENT WITH THE NEW JERSEY
DEPARTMENT OF HUMAN SERVICES, DIVISION OF DISABILITY SERVICES, TO
ACCEPT THE PERSONAL ASSISTANCE SERVICES PROGRAM GRANT FOR \$516,162.00
FROM JANUARY 1, 2020 TO DECEMBER 31, 2020**

WHEREAS, the County of Gloucester seeks to enter into an agreement with the New Jersey Department of Human Services, Division of Disability Services to accept 2020 Personal Assistance Services Program (PASP) Grant funding, to continue providing personal assistance to eligible residents between the ages of 18 and 70 who have permanent physical disabilities; and

WHEREAS, the Gloucester County coordinator for the PASP is Community Access Unlimited, Inc. (CAU), with offices located at 80 W. Grand St., Elizabeth, NJ 07202, which assists participants with housing, employment, personal finance, relationships, civic engagement, and other life skills; and

WHEREAS, the County is eligible to receive a total of \$516,162.00 from the 2020 Personal Assistance Services Program, for the grant period from January 1, 2020 to December 31, 2020, with \$459,084.00 payable directly to CAU and \$57,078.00 payable to the County for administrative costs and expenses; and

WHEREAS, the Gloucester County Department of Health and Human Services has reviewed all data supplied in the application and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and attachments is true and correct.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board of Chosen Freeholders is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to the agreement referenced hereinabove, and any other documents necessary to accept this grant and to carry out the objectives of this resolution; 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, provide any necessary assurances as may be required, and designate the County Department of Health & Human Services with the responsibility for grant implementation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 18, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAUIRE J. BURNS, CLERK OF THE BOARD

TOTAL PROGRAM BUDGET \$ 104,809.55

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ 67,117

TOTAL OTHER EXPENSES (b): \$ 550

TOTAL FRINGE (c): \$ ~~3,442~~ 37,143.00

TOTAL PROGRAM COST (d): \$ 104,809.55

TOTAL GRANT FUNDING (e): \$ 57,078

TOTAL COUNTY FUNDING (f): \$ ~~47,732.55~~ 47,732.00

DEPT. HEAD: Jim J. Arroy / Signature

DATE: 12/10/19

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

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

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

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



State of New Jersey

DEPARTMENT OF HUMAN SERVICES
PO Box 705
TRENTON, NJ 08625-0705

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

DIVISION OF DISABILITY SERVICES

CAROLE JOHNSON
Commissioner

PERI L. NEARON
Executive Director

November 25, 2019

Lisa A. Cerny, Director
Gloucester Division of Disability Services
115 Budd Boulevard
West Deptford, NJ 08096

Dear Ms. Cerny:

Please accept this correspondence as an invitation to renew your agency's contract for the administration of the Personal Assistance Services Program (PASP) in Gloucester County.

Details pertaining to your CY2020 allocation are as follows:

Contract Term:	1/1/20 – 12/31/20
Contract Number:	20ARHS
Administrative Allocation:	\$57,078
Direct Service Allocation:	\$459,084
Total 2020 Allocation:	\$516,162

Please note that the methodology employed for allocating funds has changed for the upcoming year. An explanation can be found on the enclosed addendum.

Please submit your contract renewal package at your very earliest convenience. The Required Documents Checklist, which was sent separately, details all of the documents necessary to successfully execute your contract. This checklist should be completed, signed, and returned with your contract package.

Electronic copies of all contracting documents can be found on the Department's website at:
<https://www.state.nj.us/humanservices/olra/ocpm/resources/manuals/>

Payments will be made according to the Schedule of Estimated Claims once the contract has been approved and fully executed by DDS.

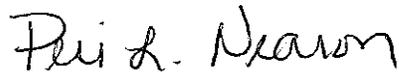
Please submit your completed contract renewal package to Michael Korman at:
michael.korman@dhs.state.nj.us.

You may direct any questions regarding your contract to Mr. Korman, as well, at 609-631-2494 or electronically at the email address above.

New Jersey Is An Equal Opportunity Employer

Thank you for your continued efforts serving individuals with disabilities in Gloucester County, I look forward to working with you and your staff in the coming year.

Sincerely,

Handwritten signature of Peri L. Nearon in cursive.

Peri L. Nearon, MPA
Executive Director

C: S. Combs
D. Maurone
M. Korman
T. Wojtowicz

**NJ Division of Disability Services
PASP Funding Allocations: Contract Year 2020 (CY2020)**

Beginning CY2020, the methodology employed for allocating PASP funds has changed as noted below. Changes were made to establish consistency across self-directed personal care programs in NJ and to allow greater flexibility in adjusting allocations throughout the year in order to meet spending needs.

Direct service allocations are now calculated based on the following:

- Trends in actual direct service spending
- Anticipated growth
 - Requests for increases in direct service allocations will be reviewed and granted based on the availability of funds, with cost share funds collected by the county being utilized first

Administrative funds are now allocated based on the sum of the following fixed rates:

- \$93 per member per month (PMPM), based on enrollment on 9/30/2019
- \$81 an hour, based on 1.5 hours per consumer, per month
- \$150 per initial enrollment of new consumers, based on 3 new consumers, for a total of \$450

Please Note:

- Monthly fees will be paid for all consumers who are enrolled for as little as one day per month
- Enrollment will be reconciled twice during the contract term and payments will be adjusted accordingly
- A final reconciliation will occur at year's end to determine any necessary payments or refunds due
- Counties whose allocation for administrative funds are decreasing in CY2020 as a result of the new methodology are being compensated with a one-time supplemental payment to match the CY2019 funding level

County	Enrollment 9/30/19	PMPM \$93	Hour Rate \$81/hour 1.5 hours	Initial Intake 3 @ \$150	Total Admin Allocation	Direct Service Allocation	Total Allocation 2020
Gloucester	22	\$24,552	\$32,076	\$450	\$57,078	\$459,084	\$516,162

2020 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS

PASP

101 PERSONNEL	
Salary for one employee:	
Diann DiLaurentis	
	Total \$36,914
FRINGE	Total \$19,614
410 OFFICE SUPPLIES	Total \$200
970 TRAVEL	Total \$250
921 MEETINGS	Total \$100

TOTAL GRANT \$57,078

FORM C-2
SUBMISSION DATE: 12/9/19
REVISION DATE:

DEPARTMENT: Department of Health and Human Services, Division
of Disability Services

Department: Division of Human and Disability Services

Grant Title: PASP 2020

Salary and Wages Detail

List all Employees within the program

insert more lines if necessary

Highlighted cells are formulas and should not be changed

Fringe

Update the fringe rate if necessary

2019 Fringe is 55.34% for PERS and 65.39% for Police and Fire

Name	Title	Salary		Fringe	Grant Funds	County Funds	Total Funds
Diann DiLaurentis	Coordinator	\$ 67,117	55.34%	\$ 37,142.55	\$ 56,528.00	\$ 47,731.55	\$ 104,259.55
Employee Name	Employee Title			\$ -			\$ -
Employee Name	Employee Title			\$ -			\$ -
Employee Name	Employee Title			\$ -			\$ -
Employee Name	Employee Title			\$ -			\$ -
Employee Name	Employee Title			\$ -			\$ -
Employee Name	Employee Title			\$ -			\$ -
Employee Name	Employee Title			\$ -			\$ -
Employee Name	Employee Title			\$ -			\$ -
Employee Name	Employee Title			\$ -			\$ -
		\$ 67,117		\$ 37,143	\$ 56,528	\$ 47,732	\$ 104,260
		(a)		(c)			

Other Expenses	Grant Funds	County Funds	Total OE
Account Line Item #			\$ -
410-office supplies	\$ 200.00		\$ 200.00
970-travel	\$ 250.00		\$ 250.00
921-meetings	\$ 100.00	\$ -	\$ 100.00
Account Line Item #		\$ -	\$ -
Account Line Item #		\$ -	\$ -
Account Line Item #		\$ -	\$ -
Account Line Item #		\$ -	\$ -
Account Line Item #		\$ -	\$ -
Account Line Item #		\$ -	\$ -
	\$ 550.00	\$ -	\$ 550.00
			(b)
	Grant	County	Total
Total Program Cost	\$ 57,078.00	\$ 47,732	\$ 104,809.55
	(e)	(f)	(d)

Grant Funding History

	<u>New</u>	<u>15-XXX</u>	<u>14-XXX</u>	<u>13-XXX</u>	<u>12-XXX</u>
S&W, Fringe	\$ 56,528.00				
OE	\$ 550.00				
	\$ 57,078.00	\$ -	\$ -	\$ -	\$ -

RESOLUTION ESTABLISHING A PUBLIC HEARING DATE OF FEBRUARY 19, 2020 REGARDING POSSIBLE ACQUISITION BY THE COUNTY OF BLOCK 12702, LOT 1, AND BLOCK 12601, LOTS 101.03 AND 102 ON THE OFFICIAL TAX MAP OF THE TOWNSHIP OF MONROE, WITH OPEN SPACE PRESERVATION TRUST FUNDS

WHEREAS, through a County Public Question in November, 1993, the voters of Gloucester County (hereinafter the "County") approved the establishment of an Open Space Trust Fund to be used in part for the preservation of open space and farmland in the County; and

WHEREAS, the County Board of Chosen Freeholders adopted The Open Space Preservation Trust Fund Tax in April, 1997 and the County Farmland Preservation, Open Space Protection and Recreational Needs Study was adopted by the County in May, 1997; and

WHEREAS, in part, N.J.S.A. 40:12-15.3b requires that a county shall not expend more than \$100,000.00 for any proposed open space project unless the governing body of the county first conducts a public hearing; and

WHEREAS, the County is now contemplating acquiring parcels from the Senor Family, which are known as **Block 12702, Lot 1, and Block 12601, Lots 101.03 and 102** on the Official Tax Map of the **Township of Monroe**; (hereinafter collectively the "Property"), with the use of Open Space Preservation Trust Funds (hereinafter "Open Space Funds").

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that a public hearing regarding the possible acquisition by the County of the Property utilizing County Open Space Funds for recreation and conservation purposes, as required by law, be, and the same hereby is, scheduled for February 19, 2020, to be held at 6:00 PM in the Ceremonial Courtroom, Old Gloucester County Courthouse, 1 North Broad Street, Woodbury, New Jersey; and

BE IT FURTHER RESOLVED, that the Clerk of the Board of Chosen Freeholders is hereby directed and authorized to publish a notice of the said public hearing in a daily or weekly newspaper of general circulation in the County; and

BE IT FURTHER RESOLVED, that copies of the said notice shall be posted in the Offices of the Clerk of the Board of Chosen Freeholders, the County Clerk, and the Office of Land Preservation, at least ten (10) days prior to the hearing; and

BE IT FURTHER RESOLVED, that copies of the said notice shall be mailed to the Clerk of Clayton Borough, and the Clerk of Monroe Township, upon adoption of this Resolution; and

BE IT FURTHER RESOLVED, that the public be, and the same hereby are, invited to submit written comments pertaining to the subject of the said public hearing described herein to the Board of Chosen Freeholders on or before February 14, 2020; and

BE IT FURTHER RESOLVED, that any such written comments, or requests for additional information, should be directed to Eric M. Campo, Assistant County Counsel, Office of Land Preservation, 1200 North Delsea Drive, Clayton, New Jersey 08312; Phone number: (856) 307-6425.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 18, 2019, at Woodbury, Gloucester County, New Jersey.



ATTEST:

COUNTY OF GLOUCESTER

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

ROBERT M. DAMMINGER, DIRECTOR

RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT FOR FARM PROPERTY OWNED BY CHARLES H. DATZ AND LAURA L. LOPEZ-PELAYO FOR \$613,668.00

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

WHEREAS, **Charles H. Datz and Laura L. Lopez-Pelayo**, having presented themselves as the owners of the land and premises located in the **Township of Harrison** (hereinafter "**Harrison**"), and known as **Block 28, Lot 2** on the Official Tax Map of the **Township of Harrison** and the land and premises located in the **Township of Mantua** (hereinafter "**Mantua**"), and known as **Block 265, Lot 11** on the Official Tax Map of the **Township of Mantua** (hereinafter collectively the "Property"), which consists of approximately **55.788 acres**; and made application to the County seeking to have the County purchase development easements in the Property; and

WHEREAS, as the owner of the Property, has indicated a willingness to execute a conditional Agreement of Sale to grant to the County development easements in the Property, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such an easement; and

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

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

WHEREAS, the County would be providing the funds through its Farmland Preservation Program for the purchase of the said development easements in the Property in the amount of **\$613,668.00** which is the total purchase price for same; and

WHEREAS, Gloucester County intends to seek a cost share from the State Agriculture Development Committee (hereinafter the "SADC") for the purchase of the development easements on the Properties; and

WHEREAS, the Treasurer for the County has certified the availability of funds in the amount of **\$613,668.00**, pursuant to CAF# 19-10941, which amount shall be charged against County budget line item T-03-08-509-372-20548; and

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

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

1. The County be, and the same hereby is, authorized to acquire development easements in the farm premises owned by **Charles H. Datz and Laura L. Lopez-Pelayo**, in the **Township of Harrison and Township of Mantua**, County of Gloucester, State of New Jersey for **\$613,668.00**; and

2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and, **Charles H. Datz and Laura L. Lopez-Pelayo** in regard to the County's purchase of development easements in the farm premises known as **Block 28, Lot 2**, in the **Township of Harrison and Block 265, Lot 11**, in the **Township of Mantua**, County of

Gloucester, State of New Jersey, be, and the same hereby is, approved; and the signing of same by the Freeholder Director or his designee, and the Clerk of the Board to attest to same; and

3. The Director of the Board is hereby authorized to execute and the Clerk of the Board, to attest to any other documents necessary to complete this transaction; and

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

ADOPTED at the regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 18, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

CONTRACT TO SELL DEVELOPMENT EASEMENT

Charles H. Datz and Laura L. Lopez-Pelayo

TO

THE COUNTY OF GLOUCESTER

TABLE OF CONTENTS

1.0.	Definitions
2.0.	Buyer's and Seller's Commitments
2.1.	Form of Deed
2.2.	Documents Required for Sale from Seller ...
2.2.1.	Buyer's Documents Required for Sale.....
2.3.	Seller's Conditional
2.4.	Like Kind Exchange
2.5.	Like Kind Exchange Election
2.6.	Seller's Costs to Perform.....
2.7.	Notice of County Disclaimer of Responsibility and Liability.....
2.7.1.	No Assurances as to Tax Consequences
2.7.2.	No Reliance on Buyer
2.8.	Seller's Title and Right of Access.....
2.8.1.	Subordination of Claims
2.9.	Seller's Covenants as to Use.....
2.10.	Seller's Actions Prior to Closing
2.11.	Seller's Commitment to Cooperate
2.12.	Assignment of Right of Offer to Sell
2.13.	Hazardous Substances on the Property
2.13.1.	Industrial Site Recovery Act/Environmental Cleanup Responsibility Act
2.14.	Septic system Use
2.15.	Condemnation Proceedings
2.16.	Exclusive Agreement.....
2.17.	No Litigation or Violations Pending
3.0.	Compensation to Seller.....
3.1.	Computation of Purchase Price.....
3.2.	Payment of Purchase Price.....
3.3.	Easement Effective at Closing
4.0.	Title Insurance
4.1.	Evidence of Seller's Title
4.2.	Actions Necessary to Prove Seller's Title
4.3.	Extension of Commitment Period
4.4.	Encumbrances on Title/Property's Size.....
4.5.	Seller's Performance Required Notwithstanding Title Dispute
5.0.	Survey of Property
6.0.	Inspections of the Property
7.0.	Risk of Loss
7.1	Conditions of the Property.....
8.0.	Indemnification of Buyer for Hazardous Condition of the Property.....

8.1.	Indemnification of Buyer for Use of the Property
8.2.	Indemnification of Seller.....
9.0.	Reduction of Property's Value
10.0.	Use of Property After Sale
10.1.	No Relief from Restrictions
11.	Default by Seller
12.	Buyer's Rights on Seller's Default.....
13.	Enforcement of Agreement and Easement.....
14.	Assignment of Agreement/Transfer of Property
15.	Review of Agreement by Seller's Attorney
16.	Complete Agreement
17.	Location of Closing.....
18.	Time for Closing.....
18.1.	Delay in Closing by Seller.....
19.	No Collusion
20.	Notices.....
21.	Survivability of Covenants
22.	Waiver of Breach.....
23.	Governing Law.....
24.	Persons Bound.....
25.	Seller Entity.....
26.	Counterparts
27.	Captions
28.	Number and Gender

CONTRACT TO SELL DEVELOPMENT EASEMENTS

Transaction Summary

SELLER: Charles H. Datz and Laura L. Lopez-Pelayo, having an address of 227 Heilig Road, Mullica Hill, NJ, 08062 (hereinafter referred to as the "Seller")

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

PROPERTY: Lot 2, Block 28, in the Township of Harrison, and Lot 11, Block 265 in the Township of Mantua, County of Gloucester, and State of New Jersey (hereinafter collectively the "Property")

END OF COMMITMENT PERIOD: At Closing.

PRICE PER ACRE: \$11,000.00 **ASSUMED ACREAGE:** Approximately 55.788 acres

ESTIMATED GROSS SALES PRICE: \$613,668.00

OF RESIDENTIAL DWELLING SITE OPPORTUNITIES: NONE

OF EXCEPTION AREAS: 1 / 2 acre non-severable exception

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

WITNESSETH:

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

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

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

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

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

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

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

WHEREAS, Seller and Buyer wish to permanently preserve and restrict the Property to agricultural use for and in consideration of payment to be made by the Buyer in accordance

with the terms and conditions stated in this agreement, each agreeing that said permanent preservation shall occur and be effective upon Seller's execution of a deed of easement conveying the nonagricultural development rights and credits to the Property and a development easement to the Buyer;

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

1.0. Definitions.

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

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

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

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

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

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

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

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

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

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

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

"IRS" means the Internal Revenue Service.

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

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

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

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

2.1 FORM OF DEED. Attachment A hereto is the Deed of Easement form currently required to be used by the SADC. Seller agrees to sign a Deed of Easement containing the terms, conditions and restrictions which are contained in Attachment A, or such other modified Deed of Easement form that may be required by a provider

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

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

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

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

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

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

Buyer's advisors (attorneys, bond counsel, auditors or accountants) counsel against Buyer's participation.

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

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

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

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

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

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

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

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

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

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

"agricultural use" as defined in paragraph 1.0 shall be commenced.

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

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

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

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

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

accepted agricultural practices.

- b. Seller has not placed any hazardous waste or hazardous substances on or under the Property, except in accordance with commonly accepted agricultural practices.
- c. Seller has no knowledge that hazardous substances were ever spilled on or buried in the Property.
- d. To Seller's knowledge there is neither an operating nor a closed landfill on the Property.
- e. To Seller's knowledge there are no hazardous waste or hazardous substances on or under the Property other than that used in connection with agricultural use of the Property in accordance with commonly accepted agricultural practices.
- f. Only those tanks described on Attachment C hereto are located on the Property.
- g. To the best of Seller's knowledge, none of the tanks containing fuel or hazardous substance on the Property are leaking and all comply with current governmental regulations pertaining thereto.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

and policies of title insurance. Said documents shall be provided within ten (10) days of the Effective Date of this agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

profitable use of the Property so restricted and that Seller shall have no claim for additional compensation from Buyer notwithstanding any inability to put or retain the Property for agricultural use.

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

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

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

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

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

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

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

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

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

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

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

14. ASSIGNMENT OF AGREEMENT/TRANSFER OF PROPERTY. Seller may not sell, transfer or convey the Property, in whole or in part,

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

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

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

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

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

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

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

other right that might be available to it under New Jersey law.

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

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

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

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

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

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

statements made in this Paragraph.

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

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

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

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

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

SELLER:

BUYER:

COUNTY OF GLOUCESTER

BY: _____

CHARLES H. DATZ

BY: _____

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

Social Security Number

BY: _____

LAURA L. LOPEZ-PELAYO

Social Security Number

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) ss:
COUNTY OF GLOUCESTER)

I certify to the following:

On _____, 2019, CHARLES H. DATZ, personally came before me, and acknowledged under oath, to my satisfaction, that:

- (a) He/She is named in, and personally signed the foregoing agreement:
and
- (b) He/She signed and delivered this agreement as a voluntary act and deed for the uses and purposes therein expressed; and,
- (c) He/She is duly authorized to sign this agreement, and to have delivered this agreement.

Notary

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) ss:
COUNTY OF GLOUCESTER)

I certify to the following:

On _____, 2019, LAURA L. LOPEZ-PELAYO, personally came before me, and acknowledged under oath, to my satisfaction, that:

- (a) He/She is named in, and personally signed the foregoing agreement:
and
- (d) He/She signed and delivered this agreement as a voluntary act and deed for the uses and purposes therein expressed; and,
- (e) He/She is duly authorized to sign this agreement, and to have delivered this agreement.

Notary

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

ATTACHMENT C - FUEL TANK DISCLOSURE

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

Tank No. 1:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 2:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 3:

Location:

Contents:

Purpose (use):

Age (in years):

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

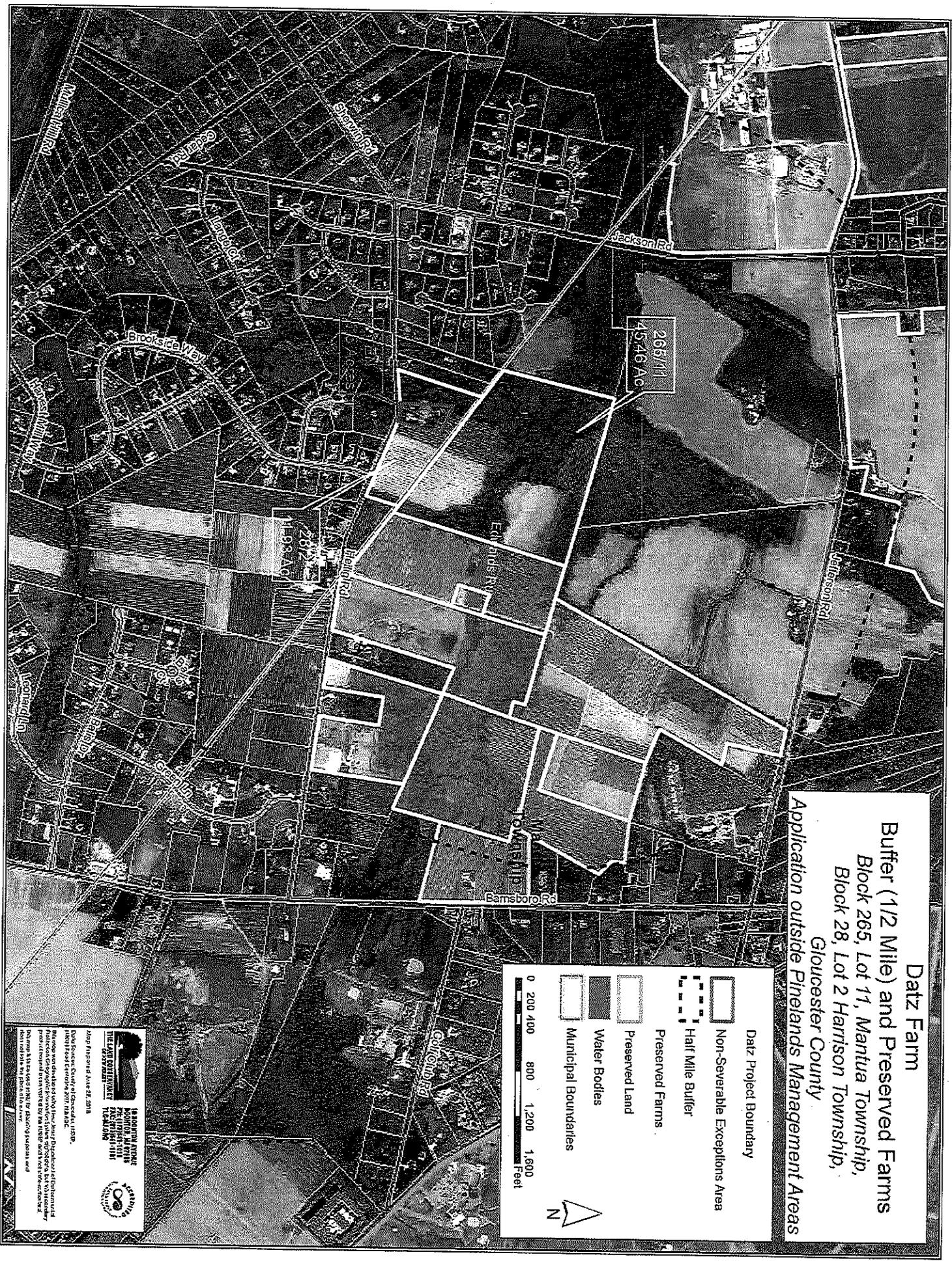
All property owners must sign:

BY: _____
CHARLES H. DATZ

Date

BY: _____
LAURA L. LOPEZ-PELAYO

Date



Datz Farm
 Buffer (1/2 Mile) and Preserved Farms
 Block 265, Lot 11, Mantua Township,
 Block 28, Lot 2 Harrison Township,
 Gloucester County
 Application outside Pinelands Management Areas

	Datz Project Boundary
	Non-Severable Exceptions Area
	Half Mile Buffer
	Preserved Farms
	Preserved Land
	Water Bodies
	Municipal Boundaries

0 200 400 800 1,200 1,600 Feet

Map Prepared June 23, 2018

PLANE TABLE SURVEYING
 1800 NORTH AVENUE
 SUITE 100
 FARMINGTON, NJ 07834
 TEL: 908.761.1111
 WWW.PTSURV.COM

Gloucester County, NJ
 Planning Board
 1000 North Avenue
 Farmington, NJ 07834
 Tel: 908.761.1111
 www.planningboard.com

**RESOLUTION OF THE GLOUCESTER COUNTY AGRICULTURE
DEVELOPMENT BOARD GRANTING APPROVAL FOR THE PURCHASE OF
DEVELOPMENT EASEMENTS OF Three (3) PROPERTIES IN THE COUNTY
OF GLOUCESTER**

WHEREAS, the Gloucester County Agriculture Development Board (hereinafter the "Board") has been established by the Board of Chosen Freeholders of the County of Gloucester, pursuant to N.J.S.A. 4:1C-11 et seq., the Agriculture Retention and Development Act (hereinafter the "Act"), and also in accordance with regulations promulgated at N.J.A.C. 2:76-5 et seq., (hereinafter referred to as the "Regulations"); and

WHEREAS, it is necessary for the Board to pass a resolution granting approval for the purchase of the development easement rights on the following properties in the County of Gloucester (hereinafter the "Properties") through the Gloucester County Planning Incentive Grant Application (hereinafter "PIG") as per the Farmland Preservation Program, pursuant to N.J.A.C. 2:76-17 et seq., as follows:

Name: Charles H. Datz
Block/Lot/Municipality: Block 265, Lot 11 (Mantua Township)
Block 28, Lot 2 (Harrison Township)
Approx. Net Acres: 57.4
Exception area(s): One non-severable exception; 2-acre in size
Ag. Labor Unit(s): None
Single Family Residence(s): None
Existing Non-Ag. Uses: None
SADC Certified Value: \$11,000.00 per acre

Name: Lynda Juall Carpenito
Block/Lot/Municipality: Block 1107, Lot 6 (East Greenwich Township)
Approx. Net Acres: 21
Exception area(s): One severable exception; 1-acres in size
Ag. Labor Unit(s): None
Single Family Residence(s): None
Existing Non-Ag. Uses: None
SADC Certified Value: \$11,800.00 per acre

Name: Kathleen Racite Aders
Block/Lot/Municipality: Block 1004, Lots 9 (Logan Township)
Approx. Net Acres: 36.73
Exception area(s): One non-severable exception; 1-acres in size
Ag. Labor Unit(s): None
Single Family Residence(s): None
Existing Non-Ag. Uses: None
SADC Certified Value: \$7,800.00 per acre

WHEREAS, Gloucester County intends to cost share with the State Agriculture Development Committee (hereinafter the "SADC") for the purchase of the development easements on the Properties; and

WHEREAS, it is understood that the Gloucester County Board of Chosen Freeholders will execute individual resolutions granting final approval for the acquisition of the development easement rights of the Properties.

NOW, THEREFORE, BE IT RESOLVED, by the Gloucester County Agriculture Development Board that approval is hereby granted for the acquisition of development easements on the Properties identified above; and

BE IT FURTHER RESOLVED, that a copy of this Resolution be transmitted to the Gloucester County Board of Chosen Freeholders and the State Agriculture Development Committee so that the additional steps required to perfect approvals and consummate the purchases and sales may be accomplished, absent which, this Resolution shall not operate

Transaction Identification Data for reference only:

Issuing Agent: Foundation Title, LLC - Marlton
 Issuing Office: 601 Route 73 NORTH, Suite 201, Four Greentree Centre
 Marlton, NJ 08053
 Issuing Office's ALTA® ID: 1100233
 Loan ID Number:
 Commitment Number:
 Issuing Office File Number: 989-109695
 Property Address: 228 Heilig Road
 Mullica Hill, NJ 08062

SCHEDULE A

1. Commitment Date: 4th day of October, 2018
2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy
 Proposed Insured: Gloucester County Office of Land Preservation
 Proposed Policy Amount: \$500,000.00
 - (b) 2006 ALTA® Loan Policy
 Proposed Insured: None
 Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is:

EASEMENT

4. The Title is, at the Commitment Date, vested in:

Charles H. Datz and Laura L. Lopez-Pelayo, husband and wife, by the following:

Charles H. Datz and Laura L. Lopez-Pelayo, husband and wife, by deed from Charles H. Datz, individually and the Estate of Carol Datz by its Executor, Charles H. Datz, dated June 28, 2019, recorded July 1, 2019 in the Gloucester Clerk's/Register's Office in Deed Book 6114, Page 225.

Henry Datz and Caroline Datz, his wife, as tenants by the entireties, and James Datz, as tenants in common by deed from Henry Datz and Caroline Datz, his wife, dated February 7, 1958, recorded February 13, 1958 in the Gloucester Clerk's/Register's Office in Deed Book 899, Page 96. (Premises in question in addition to other lands)

And the said Henry Datz died October 1, 1960, whereupon his interest in the premises in question became vested in Caroline Datz, his wife, by right of survivorship.

James Datz, by deed from Caroline Datz, widow, dated September 9, 1981, recorded September 10, 1981 in the Gloucester Clerk's/Register's Office in Deed Book 1435, Page 556. (Conveyed Caroline's 1/2 interest in Block 28, Lot 2)

And the said James Datz died May 13, 1992, leaving a Last Will and Testament dated May 27, 1975, probated June 15, 1992, in the Gloucester County Surrogates Court under Docket No. 92-585, wherein he devised his entire Estate to his wife, Carol P. Datz.

And the said Caroline Datz died December 25, 1996, leaving a Last Will and Testament dated January 18, 1993, probated January 6, 1997, in the Gloucester County Surrogates Court under Docket No. 97-7, wherein she did, among other things, devise her entire Estate to her Daughter in Law, Carol Datz and her Grandson, Charles Datz. By virtue of a qualified disclaimer filed April 11, 1997, with the Gloucester County Surrogates Court under Docket No. 97-7, the said Carol Datz disclaimed any and all interest devised to her under the Last Will and Testament of Caroline Datz, including but not limited to Block 265, Lot 11.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance WFG National Title Insurance Company. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I—Requirements, Schedule B, Part II—Exceptions, and a counter-signature by the Company or its issuing agent that may be in electronic form.

R. W. Frankenfield Associates

521 Middle Road
Hammonton, New Jersey 08037
Phone: 609-457-9570
Fax: 609-704-8665

October 8, 2018

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

Re: **Appraisal Report of Datz Property**
228 Heilig Road
Block 265, Lot 11, Mantua Township
Block 28, Lot 2, Harrison Township
Gloucester County, NJ

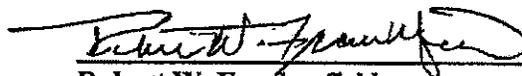
Dear Mr. Atkinson:

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

The purpose of this appraisal is to estimate the Market Value of a development easement, in fee simple, on the subject property, for the use of the County of Gloucester, per restrictions of the New Jersey Agriculture Retention and Program. The report is prepared according to the Uniform Standards of Professional Appraisal Practice (USPAP). In my opinion, the market value of the fee simple title to the property, as of September 16, 2018, is estimated at:

	<u>Per Acre</u>	<u>Total</u>
Estimate of Property Value, Before:	\$14,000.	\$798,000.
Estimate of Property Value, After:	\$ 3,000.	\$171,000
Estimate of Development Easement Value:	\$11,000.	\$627,000.

Respectfully Submitted,



Robert W. Frankenfield
SCGRE 42RG00061300

CERTIFICATION

I have made a personal inspection of the property that is the subject of this report.

The reported analyses, opinions and conclusions are LIMITED only by the reported assumptions and limiting conditions (contained on other pages herein), and are MY PERSONAL, impartial, and unbiased professional analyses, opinions, and conclusions.

The use of this report is SUBJECT TO THE REQUIREMENTS of the Appraisal Institute relating to review by its duly authorized representatives.

I have NO PRESENT OR PROSPECTIVE INTEREST in the property that is the subject of this report, and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement was not contingent upon the development or reporting predetermined results.

My COMPENSATION for completing this assignment IS NOT CONTINGENT upon the development or reporting of a predetermined value or direction in value that favors the cause of the County of Gloucester, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

No one provided significant real property appraisal ASSISTANCE to the person signing this certification.

As of the date of this report, Steven Bartelt, MAI, SRA has completed the continuing education program of the Appraisal Institute.

Statements of fact contained within this report are true and correct.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

NO CHANGE MAY BE MADE, on any section of this report. Further, the appraiser will bear no responsibility for such unauthorized change.

I have performed services, as an appraiser, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. I have appraised it previously.

This report is the original work of Steven W. Bartelt. It was created in fixed form for distribution to the County of Gloucester, for their EXCLUSIVE USE. It was made for the function of development easement purchase and NOT intended for any other use. The appraiser hereby DISCLAIMS ANY AND ALL LIABILITY for a) use of this report for purposes and/or functions other than the one specifically noted herein and b) use by any person(s) or agencies other than the County of Gloucester.

Valuation Scenario	Estimated Value per Acre (\$)	Estimated Total Value Area - 57 +/- Net Acs
Before Easement	\$15,000	\$855,000
After Easement	\$4,000	\$228,000
Value of Development Easement	\$11,000	\$627,000



STEVEN W. BARTELT, MAI, SRA

8 October 2018

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
 19-10941
NO.

Pg 1

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

ORDER DATE: 12/06/19
 REQUISITION NO: R9-26042
 DELIVERY DATE:
 STATE CONTRACT:
 ACCOUNT NUM:

VENDOR
 VENDOR #: FOUND010
 FOUNDATION TITLE, LLC
 13000 LINCOLN DRIVE WEST
 SUITE 201
 MARLTON, NJ 08053

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Resolution authorizing the purchase of a Development Easement on the Farm Property of Charles Datz and Laura L. Lopez-Pelayo, Block 28, Lot 2 in Harrison Township, and Block 265, Lot 11, in Mantua Township, valued at \$11,000 per acre, and consisting of 55.788 acres, for a total price of \$613,668.00 for Farmland Preservation.	T-03-08-509-372-20548 Farmland Preservation	613,668.0000	613,668.00
			TOTAL	613,668.00

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	
<input checked="" type="checkbox"/>	VENDOR SIGN HERE	DATE		<i>Michael Budy</i>	
	TAX ID NO. OR SOCIAL SECURITY NO.	DATE		TREASURER / CFO	
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS			DEPARTMENT HEAD	DATE	QUALIFIED PURCHASING AGENT

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

**RESOLUTION AUTHORIZING A CONTRACT WITH COMMERCIAL INTERIORS
DIRECT, INC. FOR AN AMOUNT NOT TO EXCEED \$100,000.00**

G-3

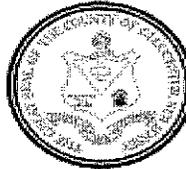
WHEREAS, the County of Gloucester has need to purchase labor, materials and installation of vinyl composition tile for various projects at County buildings; and

WHEREAS, the County may purchase such services from Commercial Interiors Direct Inc., located at 1 South Corporate Drive, 2nd Floor, Riverdale, New Jersey, 07457, at member prices established under the Educational Services Commission of New Jersey Pricing System, for the period December 18, 2019 to December 17, 2020; and

WHEREAS, the Contract is for estimated units of service for an amount not to exceed \$100,000.00 for the Contract period, and therefore is open-ended, which does not obligate the County to make any purchase or use any service.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board is authorized to attest to the award of a Contract with Commercial Interiors Direct, Inc., for an amount not to exceed \$100,000.00 for the purchase of labor, materials and installation of vinyl composition tile for projects at County buildings at member rate prices established under the Educational Services Commission of the New Jersey Pricing System, for the period December 18, 2019 to December 17, 2020.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 18, 2019, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD