

AGENDA



6:00 p.m. Wednesday, February 5, 2020

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular meeting minutes from January 22, 2020.

PROCLAMATIONS

- P-1** Proclamation in Recognition of Robert P. Bond on achieving the Rank of Eagle Scout.
(Previously presented by Freeholder Simmons)
- P-2** Proclamation in Recognition of Benjamin P. McCausland on achieving the Rank of Eagle Scout.
(Previously presented by Freeholder Simmons)
- P-3** Proclamation in Recognition of Roger B. McCurdy, III on achieving the Rank of Eagle Scout.
(Previously presented by Freeholder Simmons)
- P-4** Proclamation in Recognition of Michael C. Paccione on achieving the Rank of Eagle Scout.
(Previously presented by Freeholder Simmons)

INTRODUCTION

RESOLUTION TO EXCEED THE COUNTY BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK AND SETTING THE PUBLIC HEARING FOR WEDNESDAY, FEBRUARY 19, 2020 AT 6:00 P.M.

Introduction of this Resolution will allow the County to use 3.5% vs. 2.5% in calculating its budget CAP, and allow the County to "bank" or use in future years any amounts not needed in 2020. The public hearing will be held February 19, 2020.

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

RESOLUTIONS

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER DIMARCO**

A-1 RESOLUTION AUTHORIZING THE COUNTY SUPERINTENDENT OF ELECTIONS TO EXCEED THE 2.0% BUDGET CAP FOR THE 2020 COUNTY BUDGET.

This Resolution will allow the County Superintendent of Elections to exceed the 2.0% budget cap (PL 2015, c.249) which is permitted to comply with election costs.

A-2 RESOLUTION AUTHORIZING THE OFFICE OF THE COUNTY SURROGATE TO EXCEED THE 2.0% BUDGET CAP FOR THE 2020 COUNTY BUDGET.

This Resolution will allow the Office of the County Surrogate to exceed the 2.0% budget cap (PL 2015, c.249) which is permitted due to contractual obligations.

A-3 RESOLUTION AUTHORIZING AND APPROVING MODIFICATIONS TO THE HUMAN RESOURCES MANUAL AND AMENDING THE ADMINISTRATIVE CODE, SECTION PER-6.

This Resolution authorizes and approves necessary revisions to the County's Human Resources Manual to include:

HR Policy 2.2	Recruitment	Revising to reflect procedural changes to the background check process.
HR Policy 5.1	Health Benefits	Revising to reflect current vision plan provider and to note employee benefit contributions are set in accordance with negotiated union agreements.
HR Policy 5.13	NJ Civil Service Public Employers Domestic Violence Policy	Adding policy in accordance with NJSA 11A:2-6a
HR Policy 7.3	Discipline	Clarifying practice of imposing discipline based upon seriousness and egregiousness of offense.

A-4 RESOLUTION RATIFYING AND ACCEPTING A COLLECTIVE BARGAINING AGREEMENT WITH CWA LOCAL 1085 DIVISION OF SOCIAL SERVICES RANK AND FILE AND SUPERVISORY UNIT FROM JANUARY 1, 2019 TO DECEMBER 31, 2023.

The Resolution will ratify and accept the Collective Bargaining Agreement between the County of Gloucester and CWA Local 1085 Division of Social Services Rank and File and Supervisory Unit, and the terms and conditions set forth therein for the period January 1, 2019 to December 31, 2023.

A-5 RESOLUTION AUTHORIZING A CONTRACT WITH AMERICAN WORKCARE, P.C. FROM FEBRUARY 29, 2020 TO DECEMBER 31, 2020 IN AN AMOUNT NOT TO EXCEED \$50,000.00.

This Resolution authorizes a contract with American Workcare, P.C. for the provision of certain medical services on behalf of the Human Resources Department, such as employee Fit-for-duty exams, respirator clearance for mosquito control, pre-employment DOT/NON-DOT physicals and drug testing, Animal Shelter testing, pre-employment physicals for the Prosecutor's office, and Haz-Mat physicals for Emergency Response, as per RFP-20-013, from February 29, 2020 to December 31, 2020 in an amount not to exceed \$50,000.00.

A-6 RESOLUTION EXTENDING THE CONTRACT WITH CONTINUANT, INC. FOR A PERIOD OF ONE YEAR FROM MARCH 1, 2020 TO FEBRUARY 28, 2021 FOR \$40,430.76.

This Resolution exercises the County's option to extend the contract with Continuant, Inc. for one (1) year, regarding Avaya equipment maintenance and for the addition of carrier service coverage, from March 1, 2020 to February 28, 2021 for \$40,430.76. CAF No. 20-00646 was obtained to certify funds.

A-7 RESOLUTION AUTHORIZING THE ESTABLISHMENT OF THE GLOUCESTER COUNTY DIVERSITY, EQUITY, AND INCLUSION ADVISORY BOARD AND THE DISSOLUTION OF THE TOLERANCE PROJECT.

The Board of Chosen Freeholders is establishing the Gloucester County Diversity, Equity, and Inclusion Advisory Board and dissolving the Tolerance Project. The purpose of the Gloucester County Diversity, Equity, and Inclusion Advisory Board is to create a forum for presentation of social conflict issues, conflict resolution, and discussions of promoting awareness and sensitivity.

A-8 RESOLUTION AUTHORIZING AN AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS BETWEEN THE COUNTY OF GLOUCESTER AND HR4 OWNERSHIP, LLC.

Resolution authorizing an Agreement with Covenants, Conditions and Restrictions between the County of Gloucester and HR4 Ownership, LLC for the use of portions of the parking lot located at 400 Hollydell Drive, Sewell, New Jersey 08080.

A-9 RESOLUTION AUTHORIZING A CONTRACT WITH MICROSYSTEMS-NJ.COM, L.L.C., FROM FEBRUARY 17, 2020 TO FEBRUARY 16, 2025, FOR \$235,000.00.

Resolution authorizing a contract for the services of a Computer Aided Mass Appraisal System (CAMA), MOD-IV (Property Assessment), SR1A (Sale of Property), Property Tax Appeal Processing Systems, and Web Hosting for Property Cards, and follow up work as needed, pursuant to RFP#020-008. It is recommended the contract be awarded to MicroSystems-nj.com, L.L.C. with an address of 985 Route 202-206, Bridgewater, New Jersey 08807, from February 17, 2020 to February 16, 2025, for \$235,000.00. C.A.F. #20-00610 has been obtained to certify funds.

A-10 RESOLUTION APPOINTING A MEMBER TO THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY.

This Resolution will authorize the appointment of Greg Ferretti as Member to fill a vacancy on the Board of the Gloucester County Improvement Authority pursuant to N.J.S.A. 40:37A-48, commencing January 31, 2020 and terminating February 1, 2022.

B-1 RESOLUTION AUTHORIZING A TWO (2) YEAR EXTENSION TO A CONTRACT WITH COOPER MONUMENT COMPANY FROM FEBRUARY 5, 2020 TO FEBRUARY 4, 2022 AT NO COST TO THE COUNTY.

This Resolution extends a Contract with Cooper Monument Company for a period of two years for engraving of the niche covers for the Gloucester County Veterans Memorial Cemetery, as per PD-018-004. This Contract was originally entered into on February 7, 2018 and allows for a two (2) year extension. Services are paid by the family of the deceased.

B-2 RESOLUTION AUTHORIZING A CONTRACT WITH GENSERVE, LLC, FOR \$38,336.70.

This Resolution awards a Contract with Genserve, LLC for the replacement of the upper and lower radiator tank gaskets, water pump and coolant on generators #2, #3 and #5 at the Gloucester County Justice Complex as per bid specifications PD-19-066 for a total amount of \$38,336.70, from February 5, 2020 to the completion of project. C.A.F. #20-00498 has been obtained to certify funds.

B-3 RESOLUTION AUTHORIZING A CONTRACT WITH CENTER FOR FAMILY SERVICES, INC. FROM FEBRUARY 1, 2020 TO JUNE 30, 2020, IN AN AMOUNT NOT TO EXCEED \$96,545.00.

This Resolution will authorize a as per RFP-20-010 Contract for the expansion of medication assisted treatment for inmates who have an opioid use disorder that are incarcerated at the Salem County Correctional Facility, in an amount not to exceed \$96,545.00, from February 1, 2020 to June 30, 2020.

B-4 RESOLUTION AUTHORIZING THE GLOUCESTER COUNTY PROSECUTOR'S OFFICE TO PARTICIPATE IN THE DEFENSE LOGISTICS AGENCY, LAW ENFORCEMENT SUPPORT OFFICE, 1033 PROGRAM.

This resolution authorizes the enrollment and participation in the 1033 Program from January 1, 2020 to December 31, 2020. The United States Congress authorized the Defense Logistics Agency (DLA) Law Enforcement Support Office (LESO) 1033 Program to make use of excess Department of Defense personal property by making that personal property available to municipal, county and State law enforcement agencies (LEAs).

C-1 RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) TRUCKS FROM WINNER FORD THROUGH STATE CONTRACTS FOR A TOTAL AMOUNT OF \$53,500.00.

This Resolution will authorize the purchase of a 2020 Ford F-150 (@\$21,850.00) and a 2020 Ford F-350 (@\$31,650.00) truck through State Contracts from Winner Ford for use by the Division of Fleet Management. CAF No. 20-00603 and No. 20-00604 have been obtained to certify funds in the respective amounts.

C-2 RESOLUTION AUTHORIZING THE PURCHASE OF FOUR (4) 2020 SEDANS FROM HERTRICH FLEET SERVICES, INC. THROUGH STATE CONTRACT FOR A TOTAL AMOUNT OF \$65,804.00.

This Resolution authorizes a purchase from Hertrich Fleet Services, Inc. of four (4) 2020 Chevrolet Malibu LS 1FL sedans through State Contract #19-FLEET-00953 for a total amount of \$65,804.00. CAF No. 20-00424 has been obtained to certify funds.

C-3 RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. FROM MARCH 13, 2020 TO MARCH 12, 2022 IN AN AMOUNT NOT TO EXCEED \$750,000.00 PER YEAR.

This Resolution authorizes the award of a contract to South State, Inc. for milling and profiling services as per PD-20-001, from March 13, 2020 to March 12, 2022, with the County having the option to extend the contract for two (2) one-year terms, or a one (1) two-year term, in an amount not to exceed \$750,000.00 per year.

C-4 RESOLUTION AUTHORIZING CONSENT TO THE PROPOSED WATER QUALITY MANAGEMENT (WQM) PLAN AMENDMENT ENTITLED CRISTAUDO TRACT SUBDIVISION.

The Resolution consents to the proposal submitted on behalf of "Cristaudo Tract Subdivision" as an amendment to the Tri-County Water Quality Management Plan. The amendment was prepared and submitted on behalf of Cristaudo Tract Subdivision by Consulting Engineering Services. This amendment proposal would update the Gloucester County Utilities Authority Wastewater Management Plan, the Gloucester County Utilities Authority (GCUA) sewage treatment plant (STP) sewer service area (SSA), as well as the Tri-County Water Quality Management Plan (WQMP).

**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 AMENDMENTS TO FOUR AGREEMENTS REFLECTING CONTRACTOR'S CORPORATE NAME CHANGE AND ACQUISITION.

The County of Gloucester has previously entered into Agreements with Robins' Nest, Inc. (Robins' Nest) and NewPoint Behavioral Health Care, Inc. (NewPoint) for various services to benefit qualifying County residents. The County received notice and verification on January 10, 2020 that Robins' Nest changed its corporate name to Acenda, Inc., and NewPoint has been acquired by Acenda, Inc. The Resolution authorizes Amendments to the Agreements reflecting the above changes.

F-2 RESOLUTION AUTHORIZING THE DIVISION OF SOCIAL SERVICES TO MAKE ALL NECESSARY STATE-MANDATED PAYMENTS FROM ITS "ASSISTANCE ACCOUNT" FOR VARIOUS PURPOSES AS REQUIRED BY THE STATE TEMPORARY ASSISTANCE TO NEEDY FAMILIES AND FEDERAL SUPPLEMENTAL SECURITY INCOME PROGRAMS.

This Resolution authorizes the Division of Social Services to make all necessary payments from its "Assistance Account" on an as-needed basis to fulfill the County's obligations under the State Work First New Jersey, Temporary Assistance to Needy Families Program (TANF) and the Supplemental Security Income Program (SSI).

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER LAVENDER
FREEHOLDER DIMARCO**

Old Business

New Business

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

Adjournment

MINUTES

6:00 p.m. Wednesday, January 22, 2020

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

Freeholder	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 December 27, 2019 and January 3, 2020.

Freeholder	Motion	Second	Yes	No	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson		X	X			
Freeholder Lavender			X			
Freeholder Simmons			X		1/3/20	
Director Damminger			X			

Comments: N/A

PROCLAMATIONS

- 52287** Proclamation honoring John Zukauskas Executive of Acenda on his retirement.
(presented by Freeholder Jefferson)

- 52288** Proclamation recognizing Daniel Joseph Paoello for achieving the rank of Eagle Scout.
(by Freeholder Lavender)

- 52289** Proclamation honoring the Clearview High School Pioneer Field Hockey Team 2019 South Jersey Group III Sectional Champions and State Champions.
(Previously presented by Freeholder Jefferson)

- 52290** Proclamation honoring Mary Capasso on her 100th Birthday.
(Previously presented by Freeholder Jefferson)

INTRODUCTION OF BOND ORDINANCE

52291 AN ORDINANCE OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, AUTHORIZING THE GUARANTY BY THE COUNTY OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE COUNTY GUARANTEED SOLID WASTE REVENUE BONDS (LANDFILL PROJECT, SERIES 2021) AND SOLID WASTE CONSTRUCTION LOAN NOTES, TO BE ISSUED BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$15,800,000; AND DETERMINING CERTAIN MATTERS IN CONNECTION THEREWITH.

Introduction of this Ordinance authorizes the Guaranty by the County of principal and interest of Solid Waste Revenue Bonds (Landfill Project, Series 2021) in the amount of \$15,800,00 in bonds or bond anticipation notes to finance a capital improvement program of the Gloucester County Improvement Authority consisting of: (a) the design and construction of a new solid waste landfill Cell 15 at the Complex; and (b) the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the information on file and available for inspection in the offices of the Authority ("2020 Project"). A public hearing on the bond ordinance is scheduled for Wednesday, February 19, 2020.

Freeholder	Motion	Second	Yes	No	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

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

OPEN

Freeholder	Motion	Second	Yes	No	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

Freeholder	Motion	Second	Yes	No	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

RESOLUTIONS

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER
FREEHOLDER DIMARCO

52292 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF JANUARY 2020.

Freeholder	Motion	Second	Yes	No	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

52293 RESOLUTION AUTHORIZING THE PURCHASE OF MATERIALS, SUPPLIES AND EQUIPMENT THROUGH STATE CONTRACTS PURSUANT TO N.J.S.A. 40A:11-12 FOR CALENDAR YEAR 2020.

Freeholder	Motion	Second	Yes	No	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

52294 RESOLUTION AUTHORIZING THE PURCHASE OF PREMIUM MAINTENANCE RENEWAL SERVICES AND APPLICABLE SUBSCRIPTIONS FROM OPTIV SECURITY, INC. FOR \$49,497.50 THROUGH STATE CONTRACT FROM JANUARY 1, 2020 TO DECEMBER 31, 2020.

Freeholder	Motion	Second	Yes	No	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

52295 RESOLUTION AUTHORIZING A CONTRACT AND MAINTENANCE AGREEMENT WITH EDMUNDS & ASSOCIATES, INC. FROM JANUARY 1, 2020 TO DECEMBER 31, 2020 FOR \$46,670.00.

Freeholder	Motion	Second	Yes	No	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

52296 RESOLUTION AUTHORIZING A SERVICE AGREEMENT WITH SIEMENS INDUSTRY, INC., FROM JANUARY 1, 2020 TO DECEMBER 31, 2021 FOR \$83,184.00, AND CONTRACT IN AN AMOUNT NOT TO EXCEED \$8,000.00 ANNUALLY.

Freeholder	Motion	Second	Yes	No	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

52297 RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER EQUIPMENT FROM DELL MARKETING, L.P. THROUGH STATE CONTRACT FROM JANUARY 1, 2020 TO DECEMBER 31, 2020 IN AN AMOUNT NOT TO EXCEED \$250,000.00.

Freeholder	Motion	Second	Yes	No	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

52298 RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER RELATED EQUIPMENT FROM HEWLETT PACKARD ENTERPRISES THROUGH STATE CONTRACT FROM JANUARY 1, 2020 TO DECEMBER 31, 2020 IN AN AMOUNT NOT TO EXCEED \$50,000.00.

Freeholder	Motion	Second	Yes	No	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

52299 RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER EQUIPMENT FROM HEWLETT PACKARD, INC. THROUGH STATE CONTRACT FROM JANUARY 1, 2020 TO DECEMBER 31, 2020 IN AN AMOUNT NOT TO EXCEED \$50,000.00.

Freeholder	Motion	Second	Yes	No	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

52300 RESOLUTION AUTHORIZING PURCHASE OF POSTAGE AND SUPPLIES FROM PITNEY BOWES FOR THE COUNTY THROUGH STATE CONTRACT FROM JANUARY 1, 2020 TO DECEMBER 31, 2020 IN AN AMOUNT NOT TO EXCEED \$280,000.00.

Freeholder	Motion	Second	Yes	No	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

52301 RESOLUTION AUTHORIZING THE COUNTY ASSESSOR AND COUNTY COUNSEL TO SETTLE TAX APPEALS.

Freeholder	Motion	Second	Yes	No	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

52302 RESOLUTION OF THE COUNTY OF GLOUCESTER DECLARING ITS OFFICIAL INTENT TO REIMBURSE ITSELF FOR CERTAIN EXPENDITURES RELATING TO VARIOUS CAPITAL IMPROVEMENTS FOR THE BOARD OF EDUCATION OF THE SPECIAL SERVICES SCHOOL DISTRICT AND THE VOCATIONAL SCHOOL DISTRICT OF THE COUNTY OF GLOUCESTER OUT OF THE PROCEEDS OF BONDS TO BE HEREAFTER ISSUED BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY ON BEHALF OF THE SCHOOL DISTRICT.

Freeholder	Motion	Second	Yes	No	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

52303 RESOLUTION CERTIFYING COMPLIANCE WITH THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION'S "ENFORCEMENT GUIDANCE ON THE CONSIDERATION OF ARREST AND CONVICTION RECORDS IN EMPLOYMENT DECISIONS UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964"

Freeholder	Motion	Second	Yes	No	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

DEPUTY DIRECTOR DIMARCO
FREEHOLDER LAVENDER

52304 RESOLUTION AUTHORIZING A CONTRACT WITH NATURAL PET, INC. D/B/A ENGLISH CREEK SUPPLY, FROM FEBRUARY 5, 2020 TO FEBRUARY 4, 2021, IN AN AMOUNT NOT TO EXCEED \$51,000.00.

Freeholder	Motion	Second	Yes	No	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

52305 RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH PAULSBORO PRINTERS, LLC, FROM JANUARY 1, 2020 TO DECEMBER 31, 2020, IN AN AMOUNT NOT TO EXCEED \$805,575.00.

Freeholder	Motion	Second	Yes	No	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

52306 RESOLUTION AUTHORIZING THE PURCHASE OF THREE TRUCKS AND RELATED EQUIPMENT FROM BEYER FORD THROUGH STATE CONTRACT FOR A TOTAL AMOUNT OF \$86,475.00.

Freeholder	Motion	Second	Yes	No	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes			X			
Freeholder Christy		X	X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons	X		X			
Director Damminger			X			

Comments: N/A

52307 RESOLUTION AUTHORIZING A CONTRACT WITH FEDERICI & AKIN, P.A. CONSULTING ENGINEERS FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR \$69,708.00.

Freeholder	Motion	Second	Yes	No	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes			X			
Freeholder Christy		X	X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons	X		X			
Director Damminger			X			

Comments: N/A

52308 RESOLUTION AUTHORIZING CHANGE ORDER #04-FINAL (INCREASE) TO CONTRACT WITH JPC GROUP, INC.

Freeholder	Motion	Second	Yes	No	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes		X	X			
Freeholder Christy					X	
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons	X		X			
Director Damminger			X			

Comments: N/A

52309 RESOLUTION AUTHORIZING CHANGE ORDER #01-FINAL (DECREASE) TO CONTRACT WITH R. E. PIERSON CONSTRUCTION CO., INC.

Freeholder	Motion	Second	Yes	No	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes		X	X			
Freeholder Christy					X	
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons	X		X			
Director Damminger			X			

Comments: N/A

52310 RESOLUTION ESTABLISHING OPERATING PROCEDURES FOR THE GLOUCESTER COUNTY MUNICIPAL ECONOMIC DEVELOPMENT COUNCIL.

Freeholder	Motion	Second	Yes	No	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes			X			
Freeholder Christy		X	X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons	X		X			
Director Damminger			X			

Comments: N/A

52311 RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE FFY2019 EMERGENCY MANAGEMENT AGENCY ASSISTANCE GRANT, FROM JULY 1, 2019 TO JUNE 30, 2020, IN THE TOTAL AMOUNT OF \$110,000.00, WHICH INCLUDES AN IN-KIND MATCH OF \$55,000.00.

Freeholder	Motion	Second	Yes	No	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes			X			
Freeholder Christy	X		X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

52312 RESOLUTION AUTHORIZING A CONTRACT WITH EVERBRIDGE, INC., FROM JANUARY 1, 2020 TO DECEMBER 31, 2020, FOR \$49,012.00.

Freeholder	Motion	Second	Yes	No	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes			X			
Freeholder Christy	X		X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

DEPARTMENT OF EDUCATION

FREEHOLDER BARNES
FREEHOLDER JEFFERSON

DEPARTMENT OF HEALTH &
HUMAN SERVICES

FREEHOLDER JEFFERSON
FREEHOLDER BARNES

52313 RESOLUTION INCREASING THE CONTRACT WITH CME ASSOCIATES BY UP TO \$14,125.00, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$99,125.00.

Freeholder	Motion	Second	Yes	No	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

52314 RESOLUTION MODIFYING VENDOR BUSINESS NAME FROM CANON SOLUTIONS AMERICA, INC. TO CANON USA, INC.

Freeholder	Motion	Second	Yes	No	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

52315 RESOLUTION AUTHORIZING CONTRACT AMENDMENTS AND EXTENSIONS FOR VARIOUS SERVICE PROVIDERS FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES FROM JANUARY 1, 2020 TO DECEMBER 31, 2020.

Freeholder	Motion	Second	Yes	No	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

52316 RESOLUTION AUTHORIZING THE PURCHASE OF NEW JERSEY TRANSIT BUS PASSES FROM FEBRUARY 1, 2020 TO JANUARY 31, 2021, IN AN AMOUNT NOT TO EXCEED \$100,000.00.

Freeholder	Motion	Second	Yes	No	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

52317 RESOLUTION AUTHORIZING THE PURCHASE OF POSTAGE SUPPLIES FROM NEOPOST USA, INC. THROUGH STATE CONTRACT IN AN AMOUNT NOT TO EXCEED \$60,000.00 FROM FEBRUARY 1, 2020 TO JANUARY 31, 2021.

Freeholder	Motion	Second	Yes	No	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

52318 RESOLUTION AUTHORIZING A CONTRACT WITH ARH ASSOCIATES, FROM JANUARY 22, 2020 TO JANUARY 21, 2021, IN AN AMOUNT NOT TO EXCEED \$40,000.00.

Freeholder	Motion	Second	Yes	No	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

52319 RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT FOR FARM PROPERTY OWNED BY ABNC ENTERPRISES, LLC FOR \$520,124.55.

Freeholder	Motion	Second	Yes	No	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

Old Business

New Business

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

OPEN

Freeholder	Motion	Second	Yes	No	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

Freeholder	Motion	Second	Yes	No	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson		X	X			
Freeholder Lavender			X			
Freeholder Simmons			X			
Director Damming			X			

Comments: N/A

Adjournment

Freeholder	Motion	Second	Yes	No	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson		X	X			
Freeholder Lavender			X			
Freeholder Simmons			X			
Director Damming			X			

Comments: N/A

Time: 6:30

Gloucester County

Board of Chosen Freeholders

Proclamation

~ In Recognition of ~

Robert P. Bond

Achieving Rank of Eagle Scout

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize Robert P. Bond on his achievements as a member of the Boy Scouts of America, Troop 161; and

WHEREAS, Robert P. Bond earned the advancements of Scout/Tenderfoot, Second Class, First Class, Star and Life, holding the leadership positions of Patrol Leader, Assistant Patrol Leader and Troop Guide and further distinguished himself by earning the highest award offered by the Boy Scouts of America, the "Rank of Eagle Scout" and;

WHEREAS, Robert P. Bond has exemplified the true purpose of Scouting through his scholastic achievements and volunteerism, striving to prepare himself for college, believing that the most important things in life are duty to God and the health of his community. His goals include the noble and forthright desire to contribute to society by living a wholesome and philanthropic life; and

WHEREAS, Robert P. Bond exhibited his commitment to public service by being responsible for the project of holding a Health Fair that included an organ and bone marrow donor drive at Our Lady of Peace Parish that included ten vendors providing services such as health screenings, wellness and education. The bone marrow drive resulted in a donor match, which was the pinnacle of the event, and further solidified the dedication and commitment Robert has displayed to the health and wellness of the community; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Dammingier, as Director, and on behalf of the 2020 Gloucester County Board of Chosen Freeholders, Frank J. DiMarco, Lyman Barnes, Daniel Christy, James B. Jefferson, James J. Lavender and Heather Simmons, do hereby honor and recognize Robert P. Bond for his leadership, personal achievements and dedicated service to his community in achieving the Rank of Eagle Scout.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 31st day of January, 2020.

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

Attest: Laurie J. Burns, Clerk of the Board

Gloucester County

Board of Chosen Freeholders

Proclamation

~ In Recognition of ~
Benjamin P. McCausland
Achieving Rank of Eagle Scout

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize Benjamin P. McCausland on his achievements as a member of the Boy Scouts of America, Troop 161; and

WHEREAS, Benjamin P. McCausland earned the advancements of Scout/Tenderfoot, Second Class, First Class, Star and Life, holding the leadership positions of Librarian, Den Chief, Assistant Patrol Leader, Senior Patrol Leader, Historian, Assistant Senior Patrol Leader and further distinguished himself by earning the highest award offered by the Boy Scouts of America, the "Rank of Eagle Scout"; and

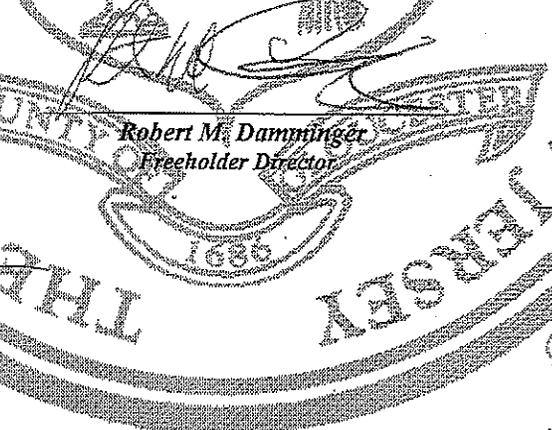
WHEREAS, Benjamin P. McCausland has exemplified the true purpose of Scouting through his scholastic achievements and volunteerism, striving to prepare himself for college and believing that the most important things in life are duty to God and Country. His goals include the noble and forthright desire to contribute to society by living a wholesome and rewarding life; and

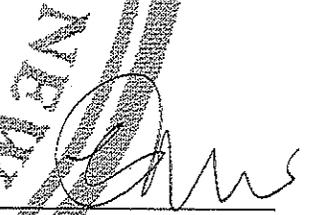
WHEREAS, Benjamin P. McCausland exhibited his commitment to public service by being responsible for the project of the construction of a flag retirement fire pit for retired United States flags at the American Legion Post 252 in Williamstown, NJ. This allows the veterans at the American Legion to have easy access to a ceremonial place for retiring flags on their property, easily dispatching with the influx of flags they receive year round; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2020 Gloucester County Board of Chosen Freeholders, Frank J. DiMareo, Lyman Barnes, Daniel Christy, James B. Jefferson, James J. Lavender and Heather Simmons, do hereby honor and recognize Benjamin P. McCausland for his leadership, personal achievements and dedicated service to his community in achieving the Rank of Eagle Scout.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 31st day of January, 2020.


Frank J. DiMareo
Freeholder Deputy Director

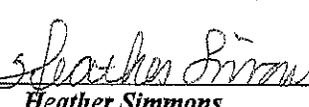


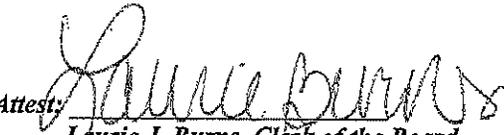

Lyman Barnes
Freeholder


Daniel Christy
Freeholder


James B. Jefferson
Freeholder


James J. Lavender, Ed.D
Freeholder


Heather Simmons
Freeholder

Attest: 
Laurie J. Burns, Clerk of the Board

Gloucester County

Board of Chosen Freeholders

Proclamation

~ In Recognition of ~
Roger B. McCurdy, III
Achieving Rank of Eagle Scout

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize Roger B. McCurdy, III on his achievements as a member of the Boy Scouts of America, Troop 161; and

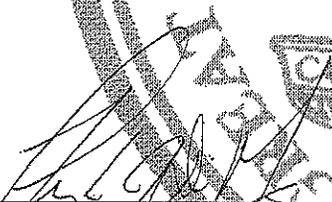
WHEREAS, Roger B. McCurdy, III earned the advancements of Scout/Tenderfoot, Second Class, First Class, Star, Life, the leadership positions of Patrol Leader, Scribe, Senior Patrol Leader, Librarian, Troop Guide, Assistant Patrol Leader, Junior Assistant Scout Master and Assistant Scout Master of Den Chief. He was also received the awards of Parvuli Dei, Ad Altare Dei, Pius XII, Order of Arrow and four Eagle Scout Palms and further distinguished himself by earning the highest award offered by the Boy Scouts of America, the "Rank of Eagle Scout" and;

WHEREAS, Roger B. McCurdy, III has exemplified the true purpose of Scouting through his scholastic achievements and volunteerism, striving to prepare himself for college believing that the most important things in life are duty to God, Country and World. His goals include the noble and forthright desire to raise a family and contribute to society by living a wholesome and fulfilled life; and

WHEREAS, Roger B. McCurdy, III exhibited his commitment to public service by being responsible for the project to install five boxes for the wood ducks at Bass River State Forest in Tuckerton, NJ. The project enhanced the wildlife in the area by giving the ducks a place to build their nests. Roger was in charge of the planning, building and installation of the boxes, and raised all the funds needed; and

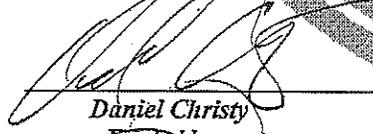
NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2020 Gloucester County Board of Chosen Freeholders, Frank J. DiMarco, Lyman Barnes, Daniel Christy, James B. Jefferson, James J. Lavender and Heather Simmons, do hereby honor and recognize Roger B. McCurdy, III for his leadership, personal achievements and dedicated service to his community in achieving the Rank of Eagle Scout.

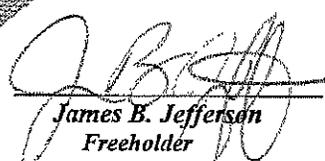
IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 31st day of January, 2020.


Frank J. DiMarco
Freeholder Deputy Director

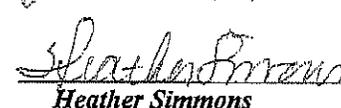

Robert M. Damminger
Freeholder Director


Lyman Barnes
Freeholder


Daniel Christy
Freeholder


James B. Jefferson
Freeholder


James J. Lavender, Ed.D
Freeholder


Heather Simmons
Freeholder

Attest: 
Laurie J. Burns, Clerk of the Board

Gloucester County

Board of Chosen Freeholders

Proclamation

~ In Recognition of ~
Michael C. Paccione
Achieving Rank of Eagle Scout

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize Michael C. Paccione on his achievements as a member of the Boy Scouts of America, Troop 161; and

WHEREAS, Michael C. Paccione earned the advancements of Scout/Tenderfoot, Second Class, First Class, Star, Life, the leadership position of Den Chief, and further distinguished himself by earning the highest award offered by the Boy Scouts of America, the "Rank of Eagle Scout" and;

WHEREAS, Michael C. Paccione has exemplified the true purpose of Scouting through his scholastic achievements and volunteerism, striving to prepare himself for college and a possible career in the military, believing that the most important things in life are duty to God, Country and World. His goals include the noble and forthright desire to raise a family and contribute to society by living a wholesome and patriotic life; and

WHEREAS, Michael C. Paccione exhibited his commitment to public service by being responsible for the project to construct a paved flowerbed and to refurbish the existing military statues located in front of the American Legion Post 252 in Williamstown, New Jersey. He organized the donation of materials, the design and fabrication of the flowerbed and solicitation of all donations. This project provides a compliment to the frontage improvements that the American Legion has made, and represents gratitude and thanks to all veterans for what they have sacrificed in honor of the United States of America, and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2020 Gloucester County Board of Chosen Freeholders, Frank J. DiMarco, Lyman Barnes, Daniel Christy, James B. Jefferson, James J. Lavender and Heather Simmons, do hereby honor and recognize Michael C. Paccione for his leadership, personal achievements and dedicated service to his community in achieving the Rank of Eagle Scout.

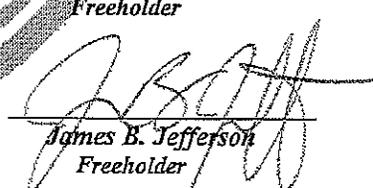
IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 31st day of January, 2020.


Frank J. DiMarco
Freeholder Deputy Director

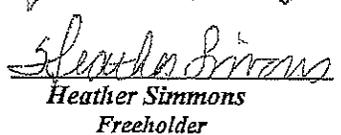

Robert M. Damming
Freeholder Director


Lyman Barnes
Freeholder


Daniel Christy
Freeholder


James B. Jefferson
Freeholder


James J. Lavender, Ed.D
Freeholder


Heather Simmons
Freeholder


Attest:
Laurie J. Burns, Clerk of the Board

**RESOLUTION TO EXCEED THE COUNTY BUDGET APPROPRIATION
LIMITS AND TO ESTABLISH A CAP BANK, AND SETTING THE
PUBLIC HEARING FOR WEDNESDAY, FEBRUARY 19, 2020 AT 6:00 PM**

WHEREAS, the Local Government Cap Law, N.J.S.A. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a County shall limit any increase in said budget to 2.5% unless authorized by resolution to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a County may, when authorized by resolution, appropriate the difference between the amount of its actual final appropriations and the 3.5% percentage rate, as an exception to its final appropriations in either of the next two succeeding years; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester finds it advisable and necessary to increase its CY 2020 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and

WHEREAS, the Board of Chosen Freeholders hereby determines that a 3.5% increase in the budget for said year, amounting to \$1,194,263.00 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and

WHEREAS, the Board of Chosen Freeholders hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, a majority of the full authorized membership of this governing body affirmatively concurring that, in the CY 2020 budget year, the final appropriations of the County shall, in accordance with this resolution and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$1,194,263.00, and that the CY 2020 budget for the County of Gloucester be approved and adopted in accordance with this resolution; and

BE IT FURTHER RESOLVED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and

BE IT FURTHER RESOLVED, that a certified copy of this resolution, as **introduced**, be filed with the Director of the Division of Local Government Services within five (5) days of introduction on February 5, 2020; and

BE IT FURTHER RESOLVED, that a certified copy of this resolution upon adoption, with the recorded vote included thereon, shall be filed with said Director within five (5) days after *public hearing and adoption*, set for February 19, 2020.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on February 5, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

A-1

RESOLUTION AUTHORIZING THE COUNTY SUPERINTENDENT OF ELECTIONS TO EXCEED THE 2.0% BUDGET CAP FOR THE 2020 COUNTY BUDGET

WHEREAS, PL 2015, c.249 requires a County entity to submit a budget request to the County governing body that is comprised of two parts; the amount to be raised by property taxation, and the amount to be funded wholly through Federal or State funds, fees raised by the County entity, or other sources; and

WHEREAS, the term "County entity" means a County Board of Taxation, Office of the County Superintendent of Elections, Office of the County Board of Elections, Office of the County Register of Deeds and Mortgages, Office of the County Clerk, Office of the County Surrogate, Office of the County Prosecutor, and County Sheriff's Department; and

WHEREAS, PL 2015, c.249 limits the increase in the portion of a County entity budget request funded by property taxation to no more than two percent (2.0%) of the previous year's budget request, subject to certain limited exceptions; and

WHEREAS, the portion of the budget request submitted by the County Superintendent of Elections that is funded by property taxation does not exceed the 2.0% cap imposed by PL 2015, c.249; and

WHEREAS, notwithstanding the budget request submitted by the County Superintendent of Elections, the Gloucester County Board of Chosen Freeholders finds it advisable and necessary to authorize an increase in the Superintendent of Election appropriations beyond the 2.0% maximum permitted by the budget request cap set forth in PL 2015, c.249, due to necessary expenses related to election costs; and

WHEREAS, the Gloucester County Board of Chosen Freeholders hereby determines that for the 2020 a 1.99% increase, which amounts to \$25,490.00 in excess of the increase in the portion of the budget request funded by property taxation otherwise permitted by PL 2015, c.249, is advisable and necessary; and

WHEREAS, the Gloucester County Board of Chosen Freeholders has determined that a 1.99% increase for the County Superintendent of Elections shall not cause the County of Gloucester to exceed the levy caps set forth in 1977 and 2010 levy cap laws (N.J.S.A. 40A:4-45.4 and N.J.S.A. 40A:4-45.45, respectively).

NOW THEREFORE BE IT RESOLVED, by the Gloucester County Board of Chosen Freeholders, a majority of this governing body affirmatively concurring, that, in the CY 2020 budget year, due to necessary expenses related to election costs, the final appropriations of the County Superintendent of Elections shall, in accordance with this Resolution, be increased by 1.99%, amounting to \$25,490.00 in excess of the increase in the portion of the budget request funded by property taxation otherwise permitted by PL 2015, c.249; and, that said increase shall be presented as part of the County budget submission to be approved by the Director of the Division of Local Government Services in the Department of Community Affairs; and

BE IT FURTHER RESOLVED, that a certified copy of this Resolution shall be submitted to the Director of the Division of Local Government Services in conjunction with all other documents required to be submitted with the introduced County budget.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on February 5, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

A-2

RESOLUTION AUTHORIZING THE OFFICE OF THE COUNTY SURROGATE TO EXCEED THE 2.0% BUDGET CAP FOR THE 2020 COUNTY BUDGET

WHEREAS, PL 2015, c.249 requires a County entity to submit a budget request to the County governing body that is comprised of two parts; the amount to be raised by property taxation, and the amount to be funded wholly through federal or State funds, fees raised by the County entity, or other sources; and

WHEREAS, the term "County Entity" means a County Board of Taxation, Office of the County Superintendent of Election, Office of the County Board of Election, Office of the County Register of Deeds and Mortgages, Office of the County Clerk, Office of the County Surrogate, Office of the County Prosecutor, and County Sheriff's Department; and

WHEREAS, PL 2015, c.249 limits the increase in the portion of a County entity budget request funded by property taxation to no more than two percent (2.0%) of the previous year's budget request, subject to certain limited exceptions; and

WHEREAS, the portion of the budget request submitted by the Office of the County Surrogate that is funded by property taxation does not exceed the 2.0% cap imposed by PL 2015, c.249; and

WHEREAS, notwithstanding the budget request submitted by the Office of the County Surrogate, the Gloucester County Board of Chosen Freeholders finds it advisable and necessary to authorize the Office of the County Surrogate to increase its appropriations beyond the 2.0% maximum permitted by the budget request cap set forth in PL 2015, c.249, in order to comply with contractual obligations; and

WHEREAS, the Gloucester County Board of Chosen Freeholders hereby determines that a 1.53% increase, which amounts to \$5,861.00 in excess of the increase in the portion of the budget request funded by property taxation otherwise permitted PL 2015, c.249, is advisable and necessary; and

WHEREAS, the Gloucester County Board of Chosen Freeholders has determined that a 1.53% increase for the Office of the County Surrogate shall not cause the County of Gloucester to exceed the levy caps set forth in 1977 and 2010 levy cap laws (N.J.S.A. 40A:4-45.4 and N.J.S.A. 40A:4-45.45, respectively).

NOW THEREFORE BE IT RESOLVED, by the Gloucester County Board of Chosen Freeholders, a majority of this governing body affirmatively concurring, that, in the CY 2020 budget year, due to contractual obligations, the final appropriations of the Office of the County Surrogate shall, in accordance with this resolution, be increased by 1.53% amounting to \$5,861.00 in excess of the increase in the portion of the budget request funded by property taxation otherwise permitted PL 2015, c.249, and that said increase shall be presented as part of the County budget submission to be approved by the Director of the Division of Local Government Services in the Department of Community Affairs; and

BE IT FURTHER RESOLVED, that a certified copy of this Resolution shall be submitted to the Director of the Division of Local Government Services in conjunction with all other documents required to be submitted with the introduced County budget.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on February 5, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

**RESOLUTION AUTHORIZING AND APPROVING MODIFICATIONS
TO THE HUMAN RESOURCES MANUAL AND AMENDING
THE ADMINISTRATIVE CODE, SECTION PER-6**

WHEREAS, there exists a need by the County of Gloucester to approve modifications to the Human Resources Manual which include additions and/or deletions; and

WHEREAS, the Human Resources Manual seeks to provide uniform operations within each department, increase efficiency, improve employee morale and enhance service to Gloucester County residents; and

WHEREAS, the following modifications are requested:

- Revising **HR Policy 2.2, Recruitment**. This revision is to reflect procedural changes to the background check process;
- Revising **HR Policy 5.1, Health Benefits**. This revision is to reflect the current vision plan provider, and to note that employee benefit contributions are set in accordance with negotiated union agreements;
- Adding **HR Policy 5.13 - NJ Civil Service Public Employers Domestic Violence Policy**. This addition implements a policy to provide employees who may be victims of domestic violence, or impacted by domestic violence, with assistance from County Human Resources Officers (HRO) in accordance with N.J.S.A. 11A:2-6a;
- Revising **HR Policy 7.3 - Discipline**. This revision clarifies the practice of imposing discipline based upon the seriousness and egregiousness of the offence; and

WHEREAS, the hereinabove modifications to the Human Resources Manual have been recommended by the County Administrator and appear to be necessary and appropriate; and

WHEREAS, to completely implement said revisions to the Human Resources Manual, it is necessary to amend the Gloucester County Administrative Code Section PER-6.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that modifications to the Human Resources Manual as to HR Policies 2.2, 5.1, 5.13 and 7.3, as set forth above, are hereby authorized and approved, and, that Gloucester County Administrative Code, Section PER-6 shall be amended to reflect the amendments/additions of the Manual.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on February 5, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

County of Gloucester
Human Resources Manual

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Exhibit B - Employee Distribution Options			12/15/10	TO BE REMOVED - 9/21/16
Exhibit C - Employee Acknowledgement			12/15/10	02/02/11
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County of Gloucester
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CHAPTER:	2 - RECRUITMENT AND PLACEMENT	ADOPTED: 3/7/06
SECTION:	2 - RECRUITMENT	REVISED: 2/5/20

All recruiting activities will be conducted in accordance with Equal Employment Opportunity policies (HR 1.6) and, for position vacancies under the jurisdiction of the merit system, in accordance with the NJ Civil Service Commission rules and regulations.

Each applicant will be recruited in accordance with Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Equal Pay Act of 1963, the Americans with Disabilities Act of 1990, and the 1991 Civil Rights Act.

The direct recruitment process will be utilized for vacancies in positions which include, but are not limited to, exempt positions, emergency appointments, seasonal or temporary appointments or Merit System positions for which there are no lists of eligible candidates.

A person shall forfeit any office or position of honor, trust or profit under the State of New Jersey or any of its administrative or political subdivisions if:

- (1) He/she is convicted under the laws of New Jersey of an offense involving dishonesty or of a crime of the third degree or above or under the laws of another state or of the United States of an offense or a crime which, if committed in New Jersey, would be such an offense or crime;
- (2) He/she is convicted of an offense involving or touching such office, position or employment; or
- (3) The Constitution so provides.

(2C:51-2)

Department Head/designee:

Make the request to hire to the Human Resources Director

May offer consultation on the interviewing of candidates

Human Resources Director/designee:

Recruits candidates for employment

Secures the financial approval to fill the position

Determines if the position is a Career Service position (formerly classified position) under the Merit System through the following steps:

- (1) Inquires about a current list of eligible candidates from the NJ Civil Service Commission.
- (2) If there is a current list, formally requests a certification.
- (3) In the absence of a suitable list, requests that the NJ Civil Service Commission generate a list of eligible candidates and then proceeds with the direct recruitment process.

Pursues the direct recruitment process:

Non-competitive:

- (1) Posts a notice of vacancy in all county buildings for a minimum of 5 days. The notice should state the opportunity is open to all who meet the educational and/or experience requirements.
- (2) May place advertisements in area newspapers, which may include the Gloucester County Times, Courier Post and Philadelphia Inquirer. Additionally, advertisements may be placed in publications which are prevalent in the minority communities, as well as provided on tape to assist the visually impaired in obtaining employment.

Provisional:

Employees may be hired through the non-competitive process. **HOWEVER, provisional employees will be compelled to sit for examination in the career service within one year of hiring. See HR 2.5 for more information.**

Receives all applications including on-line submissions, letters of interest, and if appropriate, any NJ Civil Service Commission certifications (4A:4-4.1-10) and maintains a log with each applicant's name, address and telephone number. All applications are kept on file for one year.

Calls for extension from NJ Civil Service Commission if appointment not made before the expiration of the list

May consult with the respective Department Head on the duties and requirements of the position

Sets up interview(s)

For qualified candidates, verifies previous employment, checks references, checks driver's license and driving record if appropriate, and conducts any necessary background investigations, including residency requirements, criminal record, pre-employment physicals

and/or drug testing. Human Resources works in conjunction with the Office of the Sheriff for the background inquiry which includes a review of New Jersey criminal record information.

Interested Candidates:

For Direct Recruitment, all interested candidates, including employees, must file an application or indicate their interest in the vacancy to the Human Resources Director's office by the posted or advertised deadline. After the deadline, the Human Resources Director will initiate the new hire process

Must pass pre-employment physicals and/or drug testing

Must authorize and participate in a background inquiry including New Jersey criminal record information as per NJAC 13:59-1 et seq. This process requires the completion of a notarized Authorization and Release Form and Applicant Questionnaire.

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CHAPTER:	5 - EMPLOYEE BENEFITS	ADOPTED: 3/7/06
SECTION:	1 - HEALTH BENEFITS	REVISED: 2/20/19

Eligible employees and their dependents, as applicable, are afforded many health benefits through their employment with the County. Furthermore, eligible retirees enjoy a continuation of medical and prescription benefits. Average hours of a work week, years of service, and health benefits through other sources are examples of circumstances that affect an individual's ability to enjoy these benefits. Non-Union employees that have benefits through retirement from another public entity are not eligible for benefits with the County.

Errors in either enrollment or claim forms are the responsibility of the employee and not the employer.

If an employee does not expect the need for medical or prescription benefits and has coverage elsewhere, employees may choose to waive this coverage (see HR 5.2 for more details). PLEASE NOTE: state statute specifically prohibits two members who are each enrolled in SHBP from covering each other. Therefore, an eligible individual may only enroll in the SHBP as an employee or retiree, or be covered as a dependent.

Questions about employee health benefits should be directed to:

County of Gloucester
Department of Human Resources
Mailing Address: P.O. Box 337, Woodbury, NJ 08096
Location: County Administration Building, 2 South Broad Street, 3rd Floor, Woodbury, NJ 08096
Phone: (856) 853-3264
Fax: (856) 853-3266

Contact information for benefit providers can be found on the County of Gloucester web page: www.gloucestercountynj.gov/depts/h/hr/emps.asp.

In accordance with Chapter 78, P.L. 2011, effective June 28th 2011, employees receiving health benefits (medical, prescription, dental and vision) pay a contribution towards the cost of health benefits. Section 80 of the law allows employers time for a practical and prospective implementation of increased employee contributions. When implemented after the effective date, there is no retroactive impact. The provision allows for administrative convenience and does not affect the effective date. For example, for employees not covered by a CNA (collective negotiations agreement), *if* the first year deduction was started on January 1, 2012, the implementation date of the second year increase in benefits is the pay period including July 1, 2012.

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The minimum health contribution required is 1.5% of salary and the law requires that the percent of premium contribution (derived from salary and types of coverage tables list below) is multiplied by the total premium due for each employee and deducted from base salary; or as applicable for future retirees, the retirement allowance, including any cost-of-living amount paid (see Retirement Health Benefit section that follows for more details).

This contribution goes into effect immediately, or as soon as administratively feasible, for employees whose contracts are expired as of the effective date and for employees not covered by a union contract; for those employees covered by a collective negotiations agreement in effect on June 28th, 2011, the contribution commences with the expiration of said contract; furthermore, employees hired on or after the effective date of Chapter 78, P.L. 2011, (June 28th, 2011) shall contribute at the highest level (Year 4). Health benefit contribution payments can be made on a pre-tax basis through the Section 125 plan. With the sunset of Chapter 78, P.L. 2011, employees benefit contributions are set in accordance with negotiated union contracts.

The following charts reflect the four-year phase-in of contribution levels for employees employed as of the effective date:

**HEALTH BENEFITS CONTRIBUTION FOR SINGLE COVERAGE
(PERCENTAGE OF PREMIUM)***

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 20,000	1.13%	2.25%	3.38%	4.50%
20,000-24,999.99	1.38%	2.75%	4.13%	5.50%
25,000-29,999.99	1.88%	3.75%	5.63%	7.50%
30,000-34,999.99	2.50%	5.00%	7.50%	10.00%
35,000-39,999.99	2.75%	5.50%	8.25%	11.00%
40,000-44,999.99	3.00%	6.00%	9.00%	12.00%
45,000-49,999.99	3.50%	7.00%	10.50%	14.00%
50,000-54,999.99	5.00%	10.00%	15.00%	20.00%
55,000-59,999.99	5.75%	11.50%	17.25%	23.00%
60,000-64,999.99	6.75%	13.50%	20.25%	27.00%
65,000-69,999.99	7.25%	14.50%	21.75%	29.00%
70,000-74,999.99	8.00%	16.00%	24.00%	32.00%
75,000-79,999.99	8.25%	16.50%	24.75%	33.00%
80,000-94,999.99	8.50%	17.00%	25.50%	34.00%
95,000 and over	8.75%	17.50%	26.25%	35.00%

*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

**HEALTH BENEFITS CONTRIBUTION FOR FAMILY COVERAGE
(PERCENTAGE OF PREMIUM)***

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 25,000	0.75%	1.50%	2.25%	3.00%
25,000-29,999.99	1.00%	2.00%	3.00%	4.00%
30,000-34,999.99	1.25%	2.50%	3.75%	5.00%
35,000-39,999.99	1.50%	3.00%	4.50%	6.00%
40,000-44,999.99	1.75%	3.50%	5.25%	7.00%
45,000-49,999.99	2.25%	4.50%	6.75%	9.00%
50,000-54,999.99	3.00%	6.00%	9.00%	12.00%
55,000-59,999.99	3.50%	7.00%	10.50%	14.00%
60,000-64,999.99	4.25%	8.50%	12.75%	17.00%
65,000-69,999.99	4.75%	9.50%	14.25%	19.00%
70,000-74,999.99	5.50%	11.00%	16.50%	22.00%
75,000-79,999.99	5.75%	11.50%	17.25%	23.00%
80,000-84,999.99	6.00%	12.00%	18.00%	24.00%
85,000-89,999.99	6.50%	13.00%	19.50%	26.00%
90,000-94,999.99	7.00%	14.00%	21.00%	28.00%
95,000-99,999.99	7.25%	14.50%	21.75%	29.00%
100,000-109,999.99	8.00%	16.00%	24.00%	32.00%
110,000 and over	8.75%	17.50%	26.25%	35.00%

*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

**HEALTH BENEFITS CONTRIBUTION FOR
MEMBER/SPOUSE/PARTNER OR PARENT/CHILD COVERAGE
(PERCENTAGE OF PREMIUM)***

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 25,000	0.88%	1.75%	2.63%	3.50%
25,000-29,999.99	1.13%	2.25%	3.38%	4.50%
30,000-34,999.99	1.50%	3.00%	4.50%	6.00%
35,000-39,999.99	1.75%	3.50%	5.25%	7.00%
40,000-44,999.99	2.00%	4.00%	6.00%	8.00%

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45,000-49,999.99	2.50%	5.00%	7.50%	10.00%
50,000-54,999.99	3.75%	7.50%	11.25%	15.00%
55,000-59,999.99	4.25%	8.50%	12.75%	17.00%
60,000-64,999.99	5.25%	10.50%	15.75%	21.00%
65,000-69,999.99	5.75%	11.50%	17.25%	23.00%
70,000-74,999.99	6.50%	13.00%	19.50%	26.00%
75,000-79,999.99	6.75%	13.50%	20.25%	27.00%
80,000-84,999.99	7.00%	14.00%	21.00%	28.00%
85,000-99,999.99	7.50%	15.00%	22.50%	30.00%
100,000 and over	8.75%	17.50%	26.25%	35.00%

*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

Medical

All full-time employees and certain part-time employees in accordance with the appropriate negotiated agreement, and eligible dependents of eligible employees, may choose to select one of the NJ State Health Benefit plans according to the negotiated contracts.

All employees must select a plan or indicate that they wish no coverage (see HR 5.2 for more details).

Coverage for new employees will begin exactly 60 days from the date of hire for Medical and Prescription benefits and 60 days following the first of the month for Dental and BCS Vision Plan benefits.

Identification cards will be distributed from the insurance carriers for medical coverage.

After retirement, termination of coverage, or while on an approved leave of absence, medical health benefit coverage may be continued. You must notify Human Resources of your retirement/termination date to ensure uninterrupted group coverage. Human Resources will in turn contact the State of New Jersey [Divisions of Pensions and Benefits, PO Box 295, Trenton, NJ 08625-0295, Phone number: (609) 292-7524]. Please see HR 2.7 Exhibit E explains Continuation of Coverage forms for employees, dependents, and separated/divorced spouses/civilly unionized partners.

Any employee who fails to enroll his/her dependents or wishes to change from one plan to another may only make changes to medical and prescription during the Annual Open Enrollment period in October, with coverage effective January 1.

The only other time you may make changes to your plan is if you experience a Life Changing Event or if you or your dependent(s) experience a loss of coverage. A Life Changing Event is defined as death, divorce/dissolution of civil union, marriage/civil union, or birth. If you experience a life changing event, you have 60 days to notify the NJ State Health Benefits Program and Human Resources. If an employee or eligible dependents are not enrolled within 60 days of the time they first become eligible for coverage, the employee must wait until the next annual Open Enrollment period to do so.

Please note that if you have a change of address, or name, you must notify Human Resources (see HR 9.3).

Dental

Single dental coverage is available for all full-time and eligible part-time employees in accordance with the current negotiated contracts and for non-union employees. A description of plan benefits can be obtained through Conner Strong & Buckelew Companies [Phone (800)563-9929].

Gloucester County also offers the opportunity for union employees in accordance with the current negotiated contracts and non-union employees to elect a group dental plan for spouses/civilly unionized partners and/or dependents. The additional cost above the traditional, employee only, dental plan must be partially paid through payroll deduction by the employee. In accordance with the negotiated contract, the employer may contribute towards this plan; in the case of non-union employees, these terms follow the signed CWA contract. A description of plan benefits can be obtained through Conner Strong & Buckelew [Phone (800)563-9929].

Dental coverage uses the group number only; no benefit card is issued.

Annual Open Enrollment for dental and vision is done in October for an effective date of January 1.

Prescription

Gloucester County provides prescription coverage for all full-time employees, eligible part-time employees in accordance with the current negotiated contracts, and their eligible dependents. The plan is offered in accordance with State Health Plan Benefits.

Coverage for new employees begins the first day of the month following the completion of 60 days of employment.

Prescription cards will be distributed by the prescription carrier prior to the effective date of coverage.

Vision

The County of Gloucester offers a vision plan benefit that is offered in accordance with the appropriate negotiated collective bargaining agreement. As applicable, this benefit is offered to employees and their dependents. The plan reimburses participating providers or the covered person, as applicable, for a portion of one annual eye examination every 12 months. The plan also provides an allowance toward the cost of lenses every 12 months and frames every 24 months. A description of plan benefits and claim forms can be obtained through Vision Benefits of America's (VBA) website at www.vbaplans.com.

Vision benefit card will be distributed by the vision carrier to eligible employees.

Annual Open Enrollment for dental and vision is done in October for an effective date of January 1.

Retirement Health Benefits

Insurance coverage for medical and prescription benefits will be provided to retirees as follows:

The Employer shall continue medical coverage for employees who retire on pension with at least twenty-five (25) years or more credited service in PERS or PFRS, together with their dependents.

The employer will provide for continuation of prescription benefits to all employees who retire with at least twenty-five (25) years of pension time and seven years employment with the County. Employees should refer to their respective bargaining unit contract to determine whether prescription coverage extends to spouses/civil union partners and dependents.

Active employees who have 25 years or more years of service credit as of the effective date of Chapter 78 (June 28th, 2011) are grandfathered and are governed by the terms applicable on the date they accrue 25 years of service credit.

Employees who retire on an approved disability retirement, or who had 20 or more years of service credit at June 28th, 2011 and later retire with 25 or more years of service credit, are not subject to the contribution provisions of Chapter 78.

Employees who are not grandfathered (see preceding two paragraphs), who do not fall within the above provisions, and who become eligible for employer-paid post-retirement benefits after 25 years of service, will be subject to a contribution toward postretirement medical coverage based on the applicable percentage of premium as determined by the annual retirement allowance, including any cost-of-living adjustments. A minimum contribution of 1.5% of the monthly retirement allowance is required.

The County shall not provide any benefits other than what is bargained for under the respective collective bargaining agreement or explicitly given to a non-union employee.

Employee:

All new, eligible employees:

Please note that you are not covered until you enroll in the SHBP. You must fill out a *Health Benefits Program Application* and provide all the information requested along with any required supporting documentation

Or

Elect no coverage (see HR 5.2).

Should notify Human Resources and the State of New Jersey [Divisions of Pensions and Benefits, PO Box 295, Trenton, NJ 08625-0295, Phone number: (609) 292-7524] of changes in coverage (additions or deletions of dependents) as soon as possible to ensure proper coverage (HR 5.1 Exhibit N). Please note that if you do not enroll all eligible members of your family within 60 days of the time you or they first become eligible for coverage, you must wait until the next Open Enrollment period to do so

Should contact Human Resources and the State of New Jersey [Divisions of Pensions and Benefits, PO Box 295, Trenton, NJ 08625-0295, Phone number: (609) 292-7524] as early as possible for complete details on continuing medical health benefits after retirement, termination of coverage, or while on an approved leave of absence to ensure uninterrupted group coverage.

Human Resources:

Provides enrollment forms and information about the features of the available health, dental, prescription and vision benefit programs for all eligible employees.

Provides enrollment application and documentation to the State Health Benefit Plan.

Oversees changes in coverage or questions pertaining to coverage as applicable.

CHAPTER:	5 – EMPLOYEE BENEFITS	ADOPTED: 2/5/20
SECTION:	13 – NJ CIVIL SERVICE PUBLIC EMPLOYERS DOMESTIC VIOLENCE POLICY	REVISED:

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PURPOSE

The purpose of the State of New Jersey Domestic Violence Policy for Public Employers (herein "policy") is to set forth a uniform domestic violence policy for all public employers to adopt in accordance with N.J.S.A. 11A:2-6a. The purpose of this policy is also to encourage employees who are victims of domestic violence, and those impacted by domestic violence, to seek assistance from their human resources officers and provide a standard for human resources officers to follow when responding to employees.

DEFINITIONS

The following terms are defined solely for the purpose of this policy:

Domestic Violence - Acts or threatened acts, that are used by a perpetrator to gain power and control over a current or former spouse, family member, household member, intimate partner, someone the perpetrator dated, or person with whom the perpetrator shares a child in common or anticipates having a child in common if one of the parties is pregnant. Domestic violence includes, but is not limited to the following: physical violence; injury; intimidation; sexual violence or abuse; emotional and/or psychological intimidation; verbal abuse; threats; harassment; cyber harassment; stalking; economic abuse or control; damaging property to intimidate or attempt to control the behavior of a person in a relationship with the perpetrator; strangulation; or abuse of animals or pets.

Abuser/Perpetrator - An individual who commits or threatens to commit an act of domestic violence, including unwarranted violence against individuals and animals. Other abusive behaviors and forms of violence can include the following: bullying, humiliating, isolating, intimidating, harassing, stalking, or threatening the victim, disturbing someone's peace, or destroying someone's property.

Human Resources Officer (HRO) –An employee of a public employer with a human resources job title, or its equivalent, who is responsible for orienting, training, counseling, and appraising staff. Persons designated by the employer as the primary or secondary contact to assist employees in reporting domestic violence incidents.

Intimate Partner - Partners of any sexual orientation or preference who have been legally married or formerly married to one another, have a child or children in common, or anticipate having a child in common if one party is pregnant. Intimate partner also includes those who live together or have lived together, as well as persons who are dating or have dated in the past.

Temporary Restraining Order (TRO) -A civil court order issued by a judge to protect

the life, health or well-being of a victim. TROs can prohibit domestic violence offenders from having contact with victims, either in person or through any means of communication, including third parties. TROs also can prohibit offenders from a victim's home and workplace. A violation of a TRO may be a criminal offense. A TRO will last approximately 10 business days, or until a court holds a hearing to determine if a Final Restraining Order (FRO) is needed. In New Jersey, there is no expiration of a FRO.

Victim - A person who is 18 years of age or older or who is an emancipated minor and who has been subjected to domestic violence by a spouse, former spouse, or any other person who is a present household member or was at any time a household member. A victim of domestic violence is also any person, regardless of age, who has been subjected to domestic violence by one of the following actors: a person with whom the victim has a child in common; a person with whom the victim anticipates having a child in common, if one of the parties is pregnant; and a person with whom the victim has had a dating relationship.

Workplace-Related Incidents- Incidents of domestic violence, sexual violence, dating violence, and stalking, including acts, attempted acts, or threatened acts by or against employees, the families of employees, and/or their property, that imperil the safety, well-being, or productivity of any person associated with a public employee in the State of New Jersey, regardless of whether the act occurred in or outside the organization's physical workplace. An employee is considered to be in the workplace while in or using the resources of the employer. This includes, but is not limited to, facilities, work sites, equipment, vehicles, or while on work-related travel.

PERSONS COVERED BY THIS POLICY

All employees of the County of Gloucester are covered under this policy, including full and part time employees, casual/seasonal employees, interns, volunteers and temporary employees at any workplace location.

RESPONSIBILITY OF EMPLOYERS TO DESIGNATE A HUMAN RESOURCES OFFICER

The County of Gloucester hereby designates the following employees as the Primary HRO and Secondary HRO, to assist employees who are victims of domestic violence.

Primary HRO: Anthony Wilcox, Human Resources Confidential Assistant
(856) 384-6991 / awilcox@co.gloucester.nj.us
Shady Lane Complex, 254 County House Rd, Clarksboro, 08020

Secondary HRO: Emmett Primas, Assistant County Counsel
(856) 384-6891 / eprimas@co.gloucester.nj.us
2 South Broad St, Woodbury, 08096

The designated Primary and Secondary HRO shall receive training on responding to and assisting employees who are domestic violence victims in accordance with this policy.

Managers and supervisors are often aware of circumstances involving an employee who is experiencing domestic violence. Managers and supervisors are required to refer any employee who is experiencing domestic violence or who report witnessing domestic violence to the designated HRO. Managers and supervisors must maintain confidentiality, to the extent possible, and be sensitive, compassionate, and respectful to the needs of persons who are victims of domestic violence.

The name and contact information of the designated HRO will be provided to all employees by dissemination of this policy.

This policy does not supersede applicable laws, guidelines, standard operating procedures, internal affairs policies, or New Jersey Attorney General Directives and guidelines that impose a duty to report. For example, if there is any indication a child may also be a victim, reporting is mandatory to the Department of Children and Families, Child Protection and Permanency, under N.J.S.A. 9:6-8.13.

DOMESTIC VIOLENCE REPORTING PROCEDURES

Employees who are victims of domestic violence are encouraged to seek immediate assistance from their HRO. Employees who have information about or witness an act of domestic violence against an employee, are encouraged to report that information to the designated HRO, unless the employee is required to report the domestic violence pursuant to applicable laws, guidelines, standard operating procedures, internal affairs policies, or New Jersey Attorney General directives and guidelines that impose a duty to report, in which case the employee must so report to the appropriate authority in addition to reporting to the designated HRO. Nothing in this policy shall preclude an employee from contacting 911 in emergency situations. Indeed, HROs shall remind employees to contact 911 if they feel they are in immediate danger.

Each designated HRO shall:

- A. Immediately respond to an employee upon request and provide a safe and confidential location to allow the employee to discuss the circumstances surrounding the domestic violence incident and the request for assistance.
- B. Determine whether there is an imminent and emergent need to contact 911 and/or local law enforcement.
- C. Provide the employee with resource information and a confidential telephone line to make necessary calls for services for emergent intervention and

supportive services, when appropriate. The HRO or the employee can contact the appropriate Employee Assistance Program to assist with securing resources and confidential services.

- D. Refer the employee to the provisions and protections of The New Jersey Security and Financial Empowerment Act, N.J.S.A. 34:11C-1 et seq. (NJ SAFE Act), referenced under Section VIII of this policy.
- E. In cases where domestic violence involved a sexual touching or sexual assault between state employees, the HRO is also required to report the incident to their agency's EEO Officer or Title IX Officer, at (856) 384-6903 / eeo@co.gloucester.nj.us.
- F. If there is a report of sexual assault or abuse, the victim should be offered the services of the Sexual Assault Response Team, (856) 384-5555.
- G. Maintain the confidentiality of the employee and all parties involved, to the extent practical and appropriate under the circumstances, pursuant to this policy. (See Section VI).
- H. Upon the employee's consent, the employee may provide the HRO with copies of any TROs, FROs, and/or civil restraint agreements that pertain to restraints in the work place and ensure that security personnel are aware of the names of individuals who are prohibited from appearing at the work location while the employee who sought the restraining order is present. All copies of TROs and FROs shall be maintained in a separate confidential personnel file.

CONFIDENTIALITY POLICY

In responding to reports of domestic violence, the HRO shall seek to maintain confidentiality to protect an employee making a report of, witnessing, or experiencing domestic violence, to the extent practical and appropriate under the circumstances and allowed by law. Thus, this policy does not supersede applicable laws, guidelines, standard operating procedures, internal affairs policies, or New Jersey Attorney General Directives and guidelines that impose a duty to report.

This confidentiality policy shall not prevent disclosure where to do so would result in physical harm to any person or jeopardize safety within the workplace. When information must be disclosed to protect the safety of individuals in the workplace, the HRO shall limit the breadth and content of such disclosure to information reasonably necessary to protect the safety of the disclosing employee and others and comply with the law. The HRO shall provide advance notice to the employee who disclosed information, to the extent possible, if the disclosure must be shared with other parties in order to maintain safety in the workplace or elsewhere. The HRO shall also provide the employee with the name and title of the person to whom they intend to provide the

employee's statement and shall explain the necessity and purpose regarding the disclosure. For example, if the substance of the disclosure presents a threat to employees, then law enforcement will be alerted immediately.

This policy does not supersede applicable laws, guidelines, standard operating procedures, internal affairs policies, or New Jersey Attorney General Directives and guidelines where mandatory reporting is required by the appointing authority or a specific class of employees.

CONFIDENTIALITY OF EMPLOYEE RECORDS

To ensure confidentiality and accuracy of information, this policy requires the HRO to keep all documents and reports of domestic violence in confidential personnel file separate from the employee's other personnel records. These records shall be considered personnel records and shall not be government records available for public access under the Open Public Records Act. See N.J.S.A. 47:1A-10.

THE NEW JERSEY SECURITY AND FINANCIAL EMPOWERMENT ACT

The New Jersey Security and Financial Empowerment Act, N.J.S.A. 34:11C-1, et seq. (NJ SAFE Act), is a law that provides employment protection for victims of domestic or sexual violence.

The NJ SAFE Act allows a maximum of 20 days of unpaid leave in one 12-month period, to be used within 12 months following any act of domestic or sexual violence. To be eligible, the employee must have worked at least 1,000 hours during the 12-month period immediately before the act of domestic or sexual violence. Further, the employee must have worked for an employer in the State that employs 25 or more employees for each working day during 20 or more calendar weeks in the current or immediately preceding calendar year. This leave can be taken intermittently in days, but not hours.

Leave under the NJ SAFE Act may be taken by an employee who is a victim of domestic violence, as that term is defined in N.J.S.A. 2C:25-19 and N.J.S.A. 30:4-27.6, respectively. Leave may also be taken by an employee whose child, parent, spouse, domestic partner, civil union partner, or other relationships as defined in applicable statutes is a victim of domestic or sexual violence.

Leave under the NJ SAFE Act may be taken for the purpose of engaging in any of the following activities, for themselves, or a child, parent, spouse, domestic partner, or civil union partner, as they relate to an incident of domestic or sexual violence:

- 1) Seeking medical attention;
- 2) Obtaining services from a victim services organization;
- 3) Obtaining psychological or other counseling;
- 4) Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase safety;

- 5) Seeking legal assistance or remedies to ensure health and safety of the victim; or
- 6) Attending, participating in, or preparing for a criminal or civil court proceeding relating to an incident of domestic or sexual violence.

The full text of the New Jersey SAFE Act is provided in the Appendix to this policy.

PUBLIC EMPLOYER DOMESTIC VIOLENCE ACTION PLAN

The County of Gloucester has developed the following action plan to identify, respond to, and correct employee performance issues that are caused by domestic violence, pursuant to N.J.S.A. 11A:2-6a, and in accordance with the following guidelines:

- A. Designate an HRO with responsibilities pursuant to Sections IV and V of this policy.
- B. Recognize that an employee may need an accommodation as the employee may experience temporary difficulty fulfilling job responsibilities.
- C. Provide reasonable accommodations to ensure the employee's safety. Reasonable accommodations may include, but are not limited to, the following: implementation of safety measures; transfer or reassignment; modified work schedule; change in work telephone number or work-station location; assistance in documenting the violence occurring in the workplace; an implemented safety procedure, or other accommodation approved by the employer.
- D. Advise the employee of information concerning the NJ SAFE Act; Family and Medical Leave Act (FMLA); or Family Leave Act (FLA); Temporary Disability Insurance (TOI); or Americans with Disabilities Act (ADA); or other reasonable flexible leave options when an employee, or his or her child, parent, spouse, domestic partner, civil union partner, or other relationships as defined in applicable statutes is a victim of domestic violence.
- E. Commit to adherence to the provisions of the NJ SAFE Act, including that the employer will not retaliate against, terminate, or discipline any employee for reporting information about incidents of domestic violence, as defined in this policy, if the victim provides notice to their Human Resources Office of the status or if the Human Resources Office has reason to believe an employee is a victim of domestic violence.
- F. Advise any employee, who believes he or she has been subjected to adverse action as a result of making a report pursuant to this policy, of the civil right of action under the NJ SAFE ACT. And advise any employee to contact their designated Labor Relations Officer, Conscientious Employees Protection Act (CEPA) Officer and/or Equal Employment Opportunity Officer in the event they believe the adverse action is a violation of their collective bargaining agreement, the

Conscientious Employees Protection Act or the New Jersey Law Against Discrimination and corresponding policies.

- G. Employers, their designated HRO, and employees should familiarize themselves with this policy. This policy shall be provided to all employees upon execution and to all new employees upon hiring. Information and resources about domestic violence are encouraged to be placed in visible areas, such as restrooms, cafeterias, breakrooms, and where other resource information is located.

RESOURCES

This policy provides an Appendix listing resources and program information readily available to assist victims of domestic violence. These resources should be provided by the designated HRO to any victim of domestic violence at the time of reporting.

DISTRIBUTION OF POLICY

The Gloucester County Department of Human Resources will be responsible for distributing this policy to employees, volunteers, and other employees identified above.

The Gloucester County Department of Human Resources will be responsible for updating this policy at least annually to reflect circumstances changes in the organization.

The Gloucester County Department of Human Resources will be responsible for monitoring The Civil Service Commission and the Division of Local Government Services in the Department of Community Affairs for modifications thereto, to public employers.

OTHER APPLICABLE REQUIREMENTS

In addition to this policy, the HRO and the public employer's appointing authority must follow all applicable laws, guidelines, standard operating procedures, internal affairs policies, and New Jersey Attorney General Directives and guidelines that impose a duty to report. Additionally, to the extent that the procedures set forth in this policy conflict with collective negotiated agreements or with the Family Educational Rights and Privacy Act (FERPA), the provisions of the negotiated agreements and the provisions of FERPA control.

POLICY MODIFICATION AND REVIEW

A public employer may seek to modify this policy, to create additional protocols to protect victims of domestic violence but may not modify in a way that reduces or compromises the safeguards and processes set out in this policy.

The Civil Service Commission will review and modify this policy periodically and as needed.

POLICY ENFORCEABILITY

The provisions of this policy are intended to be implemented by the Civil Service Commission. These provisions do not create any promises or rights that may be enforced by any persons or entities.

POLICY INQUIRIES & EFFECTIVE DATE

Any questions concerning the interpretation or implementation of this policy shall be addressed to the Chair/Chief Executive Officer of the Civil Service Commission, or their designee. This policy shall be enforceable upon the HRO's completion of training on this policy.

County of Gloucester
Human Resources Manual

CHAPTER:	7 – CONDUCT AND PERFORMANCE	ADOPTED: 3/7/06
SECTION:	3 – DISCIPLINE	REVISED: 2/5/20

Corrective, disciplinary action, as appropriate, will be taken against any employee found to be in violation of established policies or for just cause.

All disciplinary action shall be based upon total concern for the employee, the employee's relationship with his/her fellow workers, the employee's relationship with his/her department head, and the best interests of the County. Such disciplinary action shall be of a positive, educative, and corrective nature, and shall not be used in an abusive or vindictive manner.

Discipline is considered to be major or minor. Minor discipline is a formal written reprimand or a suspension or fine of 5 or less days (see 4A:2-3.1). Major discipline shall include:

- (1) Removal
- (2) Disciplinary Demotion
- (3) Suspension or fine (see 4A:2-2.2 for more details)

An employee may be subject to discipline for:

1. Incompetency, inefficiency or failure to perform duties;
2. Insubordination;
3. Inability to perform duties;
4. Chronic or excessive absenteeism or lateness;
5. Conviction of a crime;
6. Conduct unbecoming a public employee;
7. Neglect of duty;
8. Misuse of public property, including motor vehicles;
9. Discrimination that affects equal employment opportunity (as defined in N.J.A.C. 4A:7-1.1), including sexual harassment;

10. Violation of Federal regulations concerning drug and alcohol use by and testing of employees who perform functions related to the operation of commercial motor vehicles, and State and local policies issued thereunder;
11. Violation of New Jersey residency requirements as set forth in P.L. 2011, c. 70; and
12. Other sufficient cause.

(4A:2-2.3)

Discipline shall be progressive in nature and includes the following actions:

- Informal, private discussion with the Supervisor and/or Department
- Written Warning by the Department Head/designee or the Human Resources Director
- Suspension without Pay
- Monetary Fine
- Termination of Employment

The Disciplinary Memorandum (HR 7.3 Exhibit U) should be used to document progressive discipline. In steps one through four shown above, the Department Head, or designee as applicable, and employee must develop a jointly written improvement plan for the employee. The plan shall include time frames for the completion of the plan and for progress reviews. The Employee Performance Evaluation (H.R. 7.1 Exhibit T) should be used for this purpose.

In instances where such action seems warranted, employees may be referred to the Employee Assistance Program (EAP). Please note that the employee remains responsible for making the required job improvement whether or not he/she agrees to participate in EAP.

In certain circumstances, discipline may be imposed outside of progressive discipline upon the seriousness and egregiousness nature of the offense. Termination of County employment will only take place for just cause or the expiration of a statutory term from an appointed position.

Please refer to the appropriate HR Chapter 7 sections for further guidance on disciplinary matters.

Department Head/designee:

Is responsible for taking appropriate action any time an employee's behavior or performance raises any question about the employee's ability or physical condition to do

his/her job safely and properly.

Should discuss the problem and the intended action first with the Human Resources Director understanding that disciplinary action shall only be implemented in instances where grounds for such action have been fully documented and are warranted.

Handles employees exhibiting behavior problems, like any other disciplinary problem, as discreetly as possible.

Gives the employee a chance to explain, selecting a private location out of the hearing range of other employees.

Offers the employee the opportunity for union representation and makes the necessary arrangements.

Confines questions and statements to specific performance and behavior, and does not ask about drug or alcohol use. However, the department head may ask the employee if he/she is taking any medication which might affect behavior.

Arranges for transportation home for the employee if necessary.

Should discuss the performance problem with the employee, and if appropriate, describe the available EAP services which are a supplement to, but not as a substitute for, disciplinary action (please see HR 5.10 titled "Employee Assistance Program").

Makes any EAP referrals tactfully and privately. A public referral could expose the employer to claims of defamation, intentional infliction of emotional distress, invasion of privacy, or other legal action.

Makes the employee aware that participation in EAP is strictly voluntary and confidential.

Should point out to the employee that attendance in the EAP program is not a substitute for actual improvement in job performance.

Advises employees that the rules against drug, narcotic, or alcohol usage will be enforced even though the County maintains an EAP program to help abusers. In fact, documentation of poor performance and of disciplinary action can be a positive influence in helping a Department Head convince an employee to seek help and in responding to recalcitrant employees who resist their treatment in an EAP.

Sets an appropriate schedule and performance standards for improving the employee's behavior and inform the employee that he or she can be discharged if the performance does not improve. The department head should then make a record of the discussion.

Ensures copies of the jointly written improvement plan (H.R. 7.1 Exhibit T and 7.3 Exhibit U) are on file within the department and are given to the employee and the Human Resources Director for the employee's personnel file.

Do's and Don'ts

DON'T try to diagnose personal issues.

DON'T moralize. Limit criticism to job performance, interpersonal relationships with fellow employees, tardiness, or unusual bizarre behavior (problems within management's purview).

DON'T be misled by "con" stories or sympathy evoking tactics at which problem employees and emotionally disturbed persons excel.

DON'T "cover up" for a good acquaintance or a "friend." Remember behavioral and/or emotional disorders are progressive illnesses that may be fatal if left untreated.

DO emphasize that you, the Department Head/designee, are concerned only with job performance.

DO, if in doubt at any point, consult with the Employee Assistance Program at (877) 747-1200.

A-4

RESOLUTION RATIFYING AND ACCEPTING A COLLECTIVE BARGAINING AGREEMENT WITH CWA LOCAL 1085, DIVISION OF SOCIAL SERVICES RANK AND FILE AND SUPERVISORY UNITS FROM JANUARY 1, 2019 TO DECEMBER 31, 2023

WHEREAS, the County of Gloucester and the *CWA #1085, Division of Social Services Rank and File and Supervisory Units*, have negotiated a Collective Bargaining Agreement (herein "Agreement", attached hereto as Exhibit A), for those employees of the Gloucester County Division of Social Services represented by said CWA #1085; and

WHEREAS, under the terms of the Agreement, wages, benefits, and other terms and conditions of employment shall be set forth for the period January 1, 2019 through December 31, 2023.

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

1. That the County of Gloucester hereby ratifies and accepts the Collective Bargaining Agreement between the County of Gloucester and *CWA #1085, Division of Social Services Rank and File and Supervisory Units*, annexed hereto as Exhibit A and incorporated herein by reference;
2. That the Agreement shall be effective for the period beginning January 1, 2019 and concluding December 31, 2023.
3. That the Freeholder Director and/or County Administrator are hereby authorized to execute the Agreement, Memorandum of Understanding, or other documents necessary to effectuate said Agreement and the terms contained therein.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on February 5, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

MEMORANDUM OF AGREEMENT

The County of Gloucester and

CWA Local 1085

Division of Social Services,

Rank and File and Supervisory Units

The negotiators for the County of Gloucester and the Communications Workers of America have agreed to the contract provisions as set forth below for employees in the Rank and File and Supervisory units of the Division of Social Services. All other provisions of the expired contract will be incorporated into the new contract without change. It is understood that this agreement is conditioned on ratification by the union and by management.

Article 2.1: Increased Workweek Schedules

The Employer shall offer all current employees on a 35 workweek a 37.5 or 40-hour workweek and the current employee may voluntarily accept the increased workweek schedule. Any current employee who voluntarily accepts a 37.5 or 40-hour workweek shall be able to choose an available schedule by seniority. Any current employee who accepts an increased number of hours shall maintain their hourly rate of pay and move accordingly on the pay and step scale. Any employee who chooses an increased workweek schedule shall have the option of a 30-minute or 60-minute unpaid lunch break.

Any current employee, as of the date of ratification of this Agreement, shall maintain their current hours and current schedules if the employee so chooses. Current employees cannot be forced to accept an offer of a workweek with increased hours.

If an employee accepts an increased workweek schedule, the employee shall be permitted to return to the employee's prior schedule after serving in the schedule for a minimum of six (6) months, except employees who have a compressed workweek and who agree to an increased workweek schedule shall not be permitted to return to a compressed workweek schedule.

Current employees desiring to work an increased schedule shall express their request in writing to the Employer no later than March 1, 2020. The Employer agrees that such requests will be honored by seniority and implemented during the first full pay period after April 1, 2020. Thereafter, requests will be honored based on the operational needs of the Employer. However, in cases where there is more than one increased hour

workweek schedule within the Department preference shall be given to the most senior employee before the schedule is offered to any newly hired employee.

Article 2.4 Compressed Workweek

The current compressed workweek program will be continued for all employees who are on a compressed workweek schedule.

Except for the 15 employees covered by the settlement of grievance No. 2018-08-29, there will be no entitlement to a compressed workweek schedule for employees who do not currently have such a schedule as of the effective date of this Agreement.

Article 2.6 Overtime Compensation.

Time and a half starts at time worked over 40 in the pay week for employees on a 40-hour a week workweek.

Article 4.3 Deduction of Representation Fee

Delete this Article.

Article 5 Salary and Longevity Payments

5.1 Salary Payments

- (a) As of January 1, 2019, each employee shall receive a 2.25% across the board salary increase.
- (b) As of January 1, 2020, each employee shall receive a 2.25% across the board salary increase.
- (c) As of January 1, 2021, each employee shall receive a 2.25 % across the board salary increase.
- (d) As of January 1, 2022, each employee shall receive a 2.25% across the board salary increase.
- (e) As of January 1, 2023, each employee shall receive a 2.25% across the board salary increase.

5.2 Incremental Raises

Incremental or step increases shall be granted annually to all employees, except those employees who are already at the highest step of their scale, on January 1 of each year.

Article 9.3 Requests for Personal Leave

Each request to take a personal leave day shall be submitted to the employee's Supervisor, and, in the Supervisor's absence, to the Administrative Supervisor. If the Administrative Supervisor is absent, the request shall be submitted to the Department Head.

Article 10.2 Reporting of Absence on Sick Leave

During work hours, each request to take sick leave shall be submitted to the employee's Supervisor, and, in the Supervisor's absence, to the Administrative Supervisor. If the Administrative Supervisor is absent, the request shall be submitted to the Department Head.

Effective 30 days after the execution of the collective bargaining agreement, the Social Services Administration will provide employees with one (1) telephone number to be utilized for the purpose of calling out and requesting sick leave via voicemail during the hours the agency is closed. This number will be activated at the close of business on the previous workday and will be deactivated at the start of the next business days. Employees calling out requesting sick leave will provide a call-back number should the agency need to contact them for the purpose of requesting medical verification.

Article 10.7 Sick Leave Carry Over

All employees shall be permitted to sell back up to ten (10) sick days at the end of the calendar year at ratio of one (1) day's pay for every three (3) sick days. The employee must have at least 30 sick days in his/her sick time back to be eligible for the sell back.

Article 11 Holidays

Columbus Day shall be stricken as a holiday. Christmas Eve shall be added as a holiday.

Article 12 Vacation Leave Days

12.3 Vacation Carryover

Employees shall be permitted to sell back up to ten accrued vacation days a year at the end of the calendar year at the employee's option.

12.5 Scheduling of Vacation

During the window period for vacation scheduling, employees may submit requests for vacation leave during the balance of the year and up to February 15 of the following year.

12.6 Vacation Requests and Approvals

Each request to take a vacation day shall be submitted to the employee's Supervisor, and, in the Supervisor's absence, to the Administrative Supervisor. If the Administrative Supervisor is absent, the request shall be submitted to the Department Head.

Incorporate Side Agreement dated 6/14/18

Article 13 Health Benefits

- A. Effective with open enrollment, employees enrolling in the NJ Direct 2019 (CWA Plan), shall contribute to the cost of the health care premium plan at the Tier 3 contribution level under Chapter 78, P.L. 2011.
- B. Effective with open enrollment, employees enrolling in NJ Direct 15 shall contribute to the cost of the health care premium at Tier 3 contribution levels under Chapter 78, P.L. 2011.
- C. Effective with open enrollment, employees enrolling in NJ Direct 1525 shall contribute to the cost of the health care premium at Tier 3 contribution levels under Chapter 78, P.L. 2011.
- D. Effective with open enrollment, employees in NJ Direct 2030 shall contribute to the cost of the health care premium at Tier 3 contribution levels under Chapter 78, P.L. 2011.
- E. Effective with open enrollment, employees in Horizon HMO shall contribute to the cost of the health care premium at Tier 3 contribution levels under Chapter 78, P.L. 2011.
- F. Effective with open enrollment, employees in NJ Direct 2035 shall contribute to the cost of the health care premium at Tier 2 contribution levels under Chapter 78, P.L. 2011.
- G. Effective with open enrollment, employees in Horizon OMNIA shall contribute to the cost of the health care premium at Tier 2 contribution levels under Chapter 78, P.L. 2011.
- H. Effective with open enrollment, employees in NJ Direct 4000 shall contribute to the cost of the health care premium at Tier 2 contribution levels under Chapter 78, P.L. 2011.
- I. Effective with open enrollment, employees in NJ Direct 1500 shall contribute to the cost of the health care premium at Tier 2 contribution levels under Chapter 78, P.L. 2011.

- J. After open enrollment in 2020 and prior to 12/25/2020, employees enrolling in the above-identified plans A. through I. shall receive a one-time payment of the difference in 2021 employee benefit contributions from the plan in which they were enrolled in 2020 and the plan in which they enroll in for 2021.
- K. Employees enrolling in NJ Direct 10 shall contribute to the cost of the health care premium plan at the Tier 4 contribution level under Chapter 78, P.L. 2011.

Article 17.1 Discrimination Prohibited

Add gender identification or expression, nationality, domestic or civil union partnership, pregnancy, liability for military service, atypical cellular or blood trait, genetic information.

Article 18 Union Activities Incorporate L2-17

Article 22.1 Compensation for Translating Duties

A new scale shall be created to reflect a one scale increase for any Human Service Specialist or Social Worker with a bilingual variant who performs translating duties. This new scale shall replace the stipend previously offered under this Article.

Article 27.1 Payments Upon Retirement

The lump sum payment upon retirement shall be eliminated except for employees with 20 years or more of service on the date of the signing of the Agreement.

Article 30 Evaluation

Articles 30.8, 30.9 and 30.10 shall be stricken from the Agreement.

Article 35 Duration

This Agreement shall continue in full force and effect through December 31, 2023.

**FOR THE CWA 1085, DIVISION OF
SOCIAL SERVICES**

FOR COUNTY OF GLOUCESTER

Michael Blomhoff

1/23/20
Date

Chad M Bruner

Chad M. Bruner
1/23/2020
Date

**RESOLUTION AUTHORIZING A CONTRACT WITH AMERICAN WORKCARE, P.C.
FROM FEBRUARY 29, 2020 TO DECEMBER 31, 2020 IN AN AMOUNT
NOT TO EXCEED \$50,000.00**

WHEREAS, the County of Gloucester has a need for certain medical services on behalf of the County Human Resources Department, such as employee Fit-for-duty exams, post offer/pre-employment physicals and drug screening, Haz-Mat physicals, etc., and requested proposals via RFP-20-013 from interested providers, and evaluated those proposals consistent with the County's fair and open procurement process and with applicable law and regulations; and

WHEREAS, the evaluation, based on the established criteria, concluded that American Workcare, P.C. of 1125 North Delsea Drive, Glassboro, NJ 08028-1443, made the most advantageous proposal and was qualified to provide said services in an amount not to exceed \$50,000.00; and

WHEREAS, this contract may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contract is the provision of professional services for which competitive bids could not be received; and

WHEREAS, the contract is for estimated units of service or purchases on an as-needed basis and is open-ended, which does not obligate the County to obtain any service or make any purchase, and therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to, a contract with American Workcare, P.C. for the provision of a certain medical services as set forth in RFP-20-013, from February 29, 2020 to December 31, 2020, in an amount not to exceed \$50,000.00, per the prices submitted in the response to proposal /price list; and

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

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service and amount of the contract, if applicable, and a copy of this Resolution and the contract are on file and available for public inspection in the Office of the Clerk of the Board of Gloucester County. The aforementioned notice shall be published once in the South Jersey Times pursuant to the requirements of the Local Public Contracts Law.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on February 5, 2020 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
AMERICAN WORKCARE, P.C.**

THIS CONTRACT is dated the 5th day of **February, 2020**, 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 **AMERICAN WORKCARE**, with an address of 1125 North Delsea Drive, P.O. Box 736, Glassboro, NJ, 08028-0736, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for certain medical services, as set forth in **RFP-20-013**, and Contractor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract, which services include:

(a) Post offer/pre-employment drug screenings and physical examinations for DOT and NON-DOT, drug screen collection for random, post-accident, return to duty, follow-up and reasonable suspicion testing; and breath alcohol tests (as needed) for the Human Resources Department. Contractor is obligated to comply with all applicable requirements and procedures pursuant to Federal Regulations 49 CFR Part 40.

(b) Fitness for duty examinations.

(c) NON-DOT specimen collection that follows DOT/SAMHSA guidelines utilizing non-dot "Custody and Control" forms for Emergency Response and EMS employees. This procedure and test will mirror DOT drug screening and collection.

(d) Haz-Mat physicals for the Office of Emergency Response.

(e) Non-DOT post-offer/pre-employment physicals for the Prosecutor's Office, to include a review of past medical history, general physical examination including vital signs, laboratory testing consisting of a complete blood count, CMP with lipid panel and routine urinalysis (fasting studies), electrocardiogram, audiogram (hearing test).

(f) Rabies Titers and Rabies Vaccines for the Animal Shelter.

(g) Respirator Clearance Examinations and RBC blood tests for the Public Works Department.

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 February 29, 2020 to December 31, 2020.
2. **COMPENSATION.** Contractor shall be compensated for estimated units of service, as per the Contractor's proposal/price list, identified as Exhibit A, with total compensation not to exceed \$50,000.00.

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

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

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be for various medical services at the County's request, as per **RFP-20-013**, and pursuant to Contractor's proposal/price lists identified as Exhibit A, which is incorporated in its entirety and made a part of this Contract.

Contractor agrees that it has to or will comply with, and where applicable shall continue throughout the period of this contract to comply with, all of the requirements of any specifications, which may have been issued by Gloucester County Human Resources, Prosecutor's Office, Office of Emergency Response, Animal Shelter and the Public Works Department in connection with the services to be performed.

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

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

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

d. The Contractor, 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 Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

b. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the

appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

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

d. The County may terminate this Contract any time for public convenience 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, 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, 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 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 contract 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 authorized County personnel or upon prior approval of the County.
22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
23. **CONTRACT PARTS.** This Contract consists of this document, RFP-20-13 and Exhibit A, all of which are referred to and incorporated herein by reference. Should there occur a

conflict between this form of Contract, RFP-20-13, and Exhibit A, then this Contract and RFP-20-13 shall prevail.

THIS CONTRACT is effective as of the date first written above.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution of the Board of Chosen Freeholders 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

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

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

AMERICAN WORKCARE, P.C.

By: _____ *(print)*
Title:

AMERICAN WORKCARE
1125 North Delsea Drive
P.O. Box 736
Glassboro, NJ 08028-0736

Michael H. Bojarski, DO, FACOI
Medical Director
Kellie Cervini, APN-C

Phone: (856) 218-7600

Fax: (856) 218-7800

DETAILED PLAN FOR PROVIDING PROPOSED SERVICES

County of Gloucester
Attn: Gina Spiritoso / Joann Schneider
P.O. Box 337
Woodbury, NJ 08096

FIT FOR DUTY EXAMINATIONS: These examinations are performed to determine an employee's ability to safely perform their job duties. Medical documentation is obtained and reviewed prior to the office visit.

Low Complexity Eval: approximately 15 minutes with patient	\$100.00
Moderate Complexity Eval: approximately 30 minutes with patient	\$140.00
Moderate to High Complexity: approximately 45-60 minutes with patient	\$160.00
High Detailed Complex Case: greater than 60 minutes with patient	\$200.00
No Show Fee:	\$50.00

*** Lifting Assessment may be performed in addition to evaluation based on the case for \$25.00

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County of Gloucester
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Woodbury, NJ 08096

RESPIRATOR CLEARANCE FOR MOSQUITO CONTROL

Medical examinations are performed annually and clearances are issued for up to one year. The testing provides the ability to determine if the employee is in good health to work while wearing a respirator. The blood test reveals if there has been any exposure to the pesticides used to spray for mosquitos.

Respiratory Clearance Exam:	\$60.00
Includes urinalysis, vision check, vitals, and review of questionnaire	
Respiratory Clearance Exam:	\$75.00
Includes urinalysis, vision check, review of questionnaire, and history and physical exam	
Pulmonary Function Study:	\$45.00
Respirator Fit Test	\$35.00
RBC Cholinesterase Blood Level	\$55.00
Chest X-Ray	\$35.00
Not required test – to be determined by doctor at time of exam if necessary	

AMERICAN WORKCARE

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County of Gloucester
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P.O. Box 337
Woodbury, NJ 08096

PRE EMPLOYMENT DOT/NON-DOT PHYSICALS AND DRUG TESTING

Non-Dot Physical Examination:	\$75.00
Includes hearing test, urinalysis, vision check and history and physical exam	
DOT Physical Examination:	\$90.00
Includes hearing test, urinalysis, vision check and history and physical exam along with DOT medical card and form	
5 Panel Instant Drug Test:	\$40.00
Tests for: Amphetamine, Methamphetamine, Cocaine, Marijuana, Opiates, Phencyclidine	
10 Panel Instant Drug Test:	\$47.00
Tests for: Amphetamine, Methamphetamine, Cocaine, Marijuana, Opiates, Phencyclidine, Barbiturates, Benzodiazepines, Methadone, Propoxyphene	
12 Panel Instant Drug Test:	\$50.00
Tests for: Amphetamine, Methamphetamine, Cocaine, Marijuana, Opiates, Phencyclidine, Barbiturates, Benzodiazepines, Methadone, Propoxyphene, Oxycodone, Hydrocodone	
Breath Alcohol Test:	\$25.00
Confirmation Breath Alcohol Test: (only performed when initial test is positive)	\$25.00
Drug Test Collection Only	\$20.00
(pre-emp, random, post-accident, return to duty, follow up, reasonable cause. These are collected on GC chain of custody forms and urine is sent by FedEx to laboratory for testing)	
Observed / Witnessed Drug Test Collection Fee	\$30.00
(performed only when requested or if there is a problem with the first drug test collection. Observer is always the same gender as the donor)	

After Hours Drug Test Collector Fee	\$150.00/hour
Rabies Antibody Blood Test Checks the immunity status of an employee that has received the three dose Rabies Vaccine series. Performed every two years.	\$80.00
Rabies Vaccine (price may vary due to manufacturer) Series of three vaccines to provide immunity against Rabies.	\$325.00
No Show Fee: \$50.00 (applies only to appointments scheduled with the doctor)	
Blood Sugar Check for glucose found in urine Performed to access if the person has diabetes.	\$14.00
Hemoglobin A1C for elevated blood sugars Performed to access if the person has diabetes.	\$40.00
Blood Pressure re-check only (performed on a separate day when blood pressure at initial physical exam is elevated and out of range where it is not safe to clear employee for work duties)	\$25.00

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County of Gloucester
Attn: Gina Spiritoso / Joann Schneider
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PRE EMPLOYMENT PHYSICALS FOR THE PROSECUTOR'S OFFICE

Pre-Employment Physical Examination: \$175.00

Includes fasting lab tests (CMP with Lipids and CBC), hearing test, electrocardiogram, urinalysis, vision check, vitals, review of past medical history and physical exam

AMERICAN WORKCARE

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**Gloucester County Office of Emergency Response
HAZMAT Physicals**

HAZMAT EXAM - \$225.00

This exam includes: review of past and current medical and occupation history, fasting routine blood tests (CBC, CMP, Cholesterol(Lipids) and Urinalysis), distance and color vision, hearing test(audiogram), pulmonary function study (spirometry/PFT), electrocardiogram, and physical exam.

CHEST X-RAY - \$35.00

We follow OSHA guidelines for chest x-rays done along with HAZMAT exams – based on the person's age and previous study. Chest X-rays are not done every year unless necessary. We have an x-ray unit at our office.

BACK EVALUATION - \$35.00

This is a lifting assessment performed by the doctor at the time of exam. The person is required to safely lift required weight amounts with proper technique.

DOT PHYSICAL – included with HAZMAT. (If done by itself with no other tests - \$90.00)

If the person that is getting the HAZMAT exam done also needs a DOT re-cert, the price is only \$15.00 extra for the DOT paperwork and processing. We provide the DOT medical examiner's form and card.

HEPATITIS PROFILE #6462 - \$75.00

HEP B SURFACE ANTIBODY - \$40.00

HCV RNA by PCR – automatic test performed by lab when Hepatitis Profile is positive - \$200.00 (happens every year with one employee – we always had the lab bill this part under his private health insurance, he is now requesting this fee be added to this contract for his physical)

NON-DOT DRUG TEST - \$40.00

Tests for: Amphetamine, Methamphetamine, Cocaine, Marijuana, Opiates, Phencyclidine

DOT DRUG TEST - \$45.00

Tests for: Amphetamine, Methamphetamine, Cocaine, Marijuana, Opiates (morphine, codeine, hydrocodone, oxycodone, 6-acetylmorphine), Phencyclidine, MDA Analogues

HEPATITIS B VACCINE - \$90.00 per vaccine, series of 3. Vaccine is offered to employees that do not have immunity to Hepatitis B based on their blood work results.

HEPATITIS A VACCINE - \$95.00 per vaccine, series of 2. Vaccine is offered to employees that do not have immunity to Hepatitis B based on their blood work results.

STRESS TEST – We do not perform stress tests at our facility. We can refer the patient out to a cardiology office if needed.

E. Non-DOT post-offer/pre-employment physicals for the Prosecutor's Office, to include a review of past medical history, general physical examination including vital signs, laboratory testing consisting of a complete blood count, CMP with lipid panel and routine urinalysis (fasting studies), electrocardiogram, audiogram (hearing test);

F. Rabies Titers and Rabies Vaccines for the Animal Shelter;

G. Respirator Clearance Examination and RBC blood tests for the Public Works Department.

5. **COST PROPOSAL:**

A. FIT FOR DUTY EXAMINATIONS:

1. Low Complexity Evaluation (approximately 15 minutes per patient): \$ 100.00
2. Moderate Complexity Evaluation (approximately 30 minutes per patient): \$ 140.00
3. Moderate to High Complexity: approximately 45-60 minutes per patient): \$ 160.00
4. High Detailed Complex (Greater than 60 minutes per patient): \$ 200.00
5. No Show Fee: \$ 50.00
6. Lifting Assessment, if additional: \$ 25.00

**B. RESPIRATOR CLEARANCE FOR MOSQUITO CONTROL
(Clearance given for one year)**

1. Respiratory Clearance Exam: \$ 60.00
Includes urinalysis, vision check, vitals, and review of questionnaire.
2. Respiratory Clearance Exam: \$ 75.00
Includes urinalysis, vision check, review of questionnaire, and history and physical exam
3. Pulmonary Function Study: \$ 45.00
4. Respirator Fit Test: \$ 35.00
5. RBC Cholinesterase Blood Level: \$ 55.00
6. Chest X-Ray: \$ 35.00
Not a required test - to be determined by doctor at time of exam if necessary

C. PRE-EMPLOYMENT DOT/NON-DOT PHYSICALS AND DRUG TESTING

1. Non-DOT Physical Examination: \$ 75.00
Includes hearing test, urinalysis, vision check and history and physical exam.

2. DOT Physical Examination: \$ 90.00
Includes hearing test, urinalysis, vision check and history and physical exam along with DOT medical card and form.
3. 5 Panel Instant Drug Test: \$ 40.00
4. 10 Panel Instant Drug Test: \$ 47.00
5. 12 Panel Instant Drug Test: \$ 50.00
6. Breath Alcohol Test: \$ 25.00
7. Confirmation Breath Alcohol Test: \$ 25.00
8. Drug Test Collection Only: \$ 20.00
(pre-employment, random, post-accident, return to duty, follow up, reasonable cause)
9. Observed/Witnessed Drug Test Collection Fee: \$ 30.00
10. After Hours Drug Test Collector Fee: \$ 150.00 /hour
11. No Show Fee: \$ 50.00
(Applies only to appointments scheduled with the doctor.)
12. Blood Sugar Check for glucose found in urine: \$ 14.00
13. Hemoglobin A1C for elevated blood sugars: \$ 40.00
14. Blood Pressure re-check only: \$ 25.00

D. ANIMAL SHELTER TESTING

1. Rabies Antibody Blood Test: \$ 80.00
2. Rabies Vaccine (price may vary due to manufacturer): \$ 325.00

E. PRE-EMPLOYMENT PHYSICALS FOR THE PROSECUTOR'S OFFICE

1. Pre-employment Physical Examination: \$ 175.00
Includes fasting lab tests (CMP with Lipids and CBC), hearing test, electrocardiogram, urinalysis, vision check, vitals, review of past medical history and physical exam.

F. GLOUCESTER COUNTY OFFICE OF EMERGENCY RESPONSE HAZMAT PHYSICALS

1. HAZMAT Exam: \$ 225.00

This exam includes review of past and current medical and occupation history, fasting routine blood tests (CBC, CMP, Cholesterol (Lipids) and Urinalysis), distance and color vision, hearing test (audiogram), pulmonary function study (spirometry/PFT), electrocardiogram, and physical exam.

2. Chest X-Ray: \$ 35.00

Follows OSHA guidelines for chest x-rays done along with HAZMAT exams – based on the person's age and previous study. Chest X-rays are not done every year unless necessary. X-ray unit should be available on site.

3. Back Evaluation: \$ 35.00

This is a lifting assessment performed by the doctor at the time of the exam. The person is required to safely lift required weight amounts with proper technique.

4. DOT Physical (included with HAZMAT): \$ 90.00 (if done by itself with no other tests: \$ _____). If person is having the HAZMAT exam done also needs a DOT re-cert, the price is \$ 15.00 extra for the DOT paperwork and processing. Includes providing the DOT Medical Examiner's form and card.

5. Hepatitis Profile #6462: \$ 75.00

6. Hep B Surface Antibody: \$ 40.00

7. Non-DOT Drug Test: \$ 40.00

8. DOT Drug Test: \$ 45.00

9. HCV RNA by PCR (test performed by lab when Hepatitis Profile is positive) \$ 200.00

10. Hepatitis B Vaccine: \$ 90.00 Per vaccine, series of 3. Vaccine is offered to employees that do not have immunity to Hepatitis B based on their blood work results.

11. Hepatitis A Vaccine: \$ 95.00 Per vaccine, series of 2. Vaccine is offered to employees that do not have immunity to Hepatitis B based on their blood work results.

6. PAYMENT SCHEDULE:

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

A-6

**RESOLUTION EXTENDING THE CONTRACT WITH CONTINUANT, INC.
FROM MARCH 1, 2020 TO FEBRUARY 28, 2021 FOR \$40,430.76**

WHEREAS, the County of Gloucester advertised for the receipt of bids for the supply of certain equipment, installation, and a maintenance agreement, via PD-017-006; and

WHEREAS, a contract was awarded to Continuant, Inc. by resolution adopted February 1, 2017, for a period of two (2) years from March 1, 2017 to February 28, 2019, with the County having the option to extend the contract for one (1) two-year period or two (2) one-year periods; and

WHEREAS, by Resolution adopted February 6, 2019, the County exercised its option to extend the contract for a period of one (1) year from March 1, 2019 to February 28, 2020; and

WHEREAS, the County wishes to exercise its option to extend the contract for the final one-year extension for the maintenance portion of the contract from March 1, 2020 to February 28, 2021 for \$40,430.76; and

WHEREAS, the Treasurer has certified the availability of funds pursuant to CAF #20-00646, which amount shall be charged against budget line item 0-01-20-140-001-20370.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the option to extend the contract with Continuant, Inc for the maintenance portion of the contract, is hereby authorized for a one-year period from March 1, 2020 to February 28, 2021 for \$40,430.76.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on February 5, 2020 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.	20-00646

pg 1

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

VENDOR	VENDOR #. CONTI018
	CONTINUANT, INC.
	5020 20TH STREET, E.
	FIFE, WA 98424

ORDER DATE: 01/23/20
REQUISITION NO: R0-14008
DELIVERY DATE:
STATE CONTRACT: PD-17-006
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	AVAYA MAINTENANCE W/CARRIER SERVICE MANAGEMENT: (2ND) 1 YEAR AVAYA EQUIPMENT MAINTENANCE EXTENSION AND AMENDMENT ADDING CARRER MANAGEMENT SERVICES TO PD 017-006. 12 MONTHS @ \$3,549.23 TOTAL MAINTENANCE & CARRIER SERVICE \$40,430.76 MAINTENANCE TERM: 3/1/2020-2/28/2021 RESOLUTION PASSED 2/5/2020	0-01-20-140-001-20370 Equipment Svc Maintenance Agreements	40,430.7600	40,430.76
			TOTAL	40,430.76

CLAIMANT'S CERTIFICATE & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one. 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 _____		TREASURER / CFO
TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____	DEPARTMENT HEAD _____ DATE _____	QUALIFIED PURCHASING AGENT

VOUCHER COPY SIGN AT Y AND RETURN FOR PAYMENT

RESOLUTION AUTHORIZING THE ESTABLISHMENT OF THE GLOUCESTER COUNTY DIVERSITY, EQUITY, AND INCLUSION ADVISORY BOARD AND THE DISSOLUTION OF THE TOLERANCE PROJECT

WHEREAS, on August 10, 2005, the County of Gloucester authorized a resolution to establish the Gloucester County Tools for Tolerance Committee and on January 6, 2006, the County authorized a resolution changing the committee name to the Tolerance Project; and

WHEREAS, the County of Gloucester is dissolving the Tolerance Project, with the recommendation to the Board of Chosen Freeholders that a new body be formed; and

WHEREAS, therefore, there exists a need for the establishment of the "Gloucester County Diversity, Equity, and Inclusion Advisory Board"; and

WHEREAS, the purpose of the "Gloucester County Diversity, Equity, and Inclusion Advisory Board" is to create a forum for presentation of social conflict issues, conflict resolution, and discussions of promoting awareness and sensitivity; and

WHEREAS, the objectives of the "Gloucester County Diversity, Equity, and Inclusion Advisory Board" are as follows:

1. to create a forum for presentation of social conflict issues and conflict resolution;
2. to engage participants in discussions of promoting awareness and sensitivity; and
3. the Board desires to propose programs and sponsor various events, to promote objectives throughout the County.

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

1. The Board of Chosen Freeholders hereby dissolves the Tolerance Project and establishes the Gloucester County Diversity, Equity, and Inclusion Advisory Board ("Advisory Board");
2. The Advisory Board shall have an initial membership of seven (7) members, which number may be increased or decreased by the Board of Chosen Freeholders. The members shall be appointed and serve at the pleasure of the Board of Chosen Freeholders. The members shall serve without compensation;
3. The Advisory Board shall designate a Chairperson from among the appointed members of the Advisory Board and the Advisory Board shall, thereafter, select from among their membership such other officers as may be needed as set forth in the Advisory Board's Operating Procedures;
4. The Advisory Board shall make itself available to the Board of Chosen Freeholders;
5. The Advisory Board shall cooperate with other governmental agencies and concerned citizens in developing programs that will create a forum for presentation of social conflict issues, conflict resolution, and discussions promoting of awareness and sensitivity;
6. The Advisory Board shall make recommendations periodically as may be appropriate and shall report, annually, (and otherwise as requested by the Board of Chosen Freeholders) to the Board of Chosen Freeholders concerning the activities; and

BE IT FURTHER RESOLVED, that the following be and are hereby appointed members of the Gloucester County Equity and Inclusion Advisory Board:

- | | | | |
|----|---------------------------|----|----------------|
| 1. | Lisa Cerny | 2. | Michael Dicken |
| 3. | Frederick Keating, Ed. D. | 4. | Avé Altersitz |
| 5. | Rafael Muniz | 6. | Franklin Brown |
| 7. | Michelle Baylor | | |

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, February 5, 2020, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

GLOUCESTER COUNTY DIVERSITY, EQUITY, AND INCLUSION ADVISORY BOARD

OPERATING PROCEDURES

ARTICLE I

NAME

This organization shall be known as the Gloucester County Diversity, Equity, and Inclusion Advisory Board, hereinafter referred to as the "Advisory Board".

ARTICLE II

PURPOSE

The following are the purposes for which the Advisory Board has been formed:

1. to create a forum for presentation of social conflict issues and conflict resolution;
2. to engage participants in discussions of promoting awareness and sensitivity; and
3. the Board desires to propose programs and sponsor various events, to promote objectives throughout the County.

ARTICLE III

MEMBERSHIP

1. **Appointment:** The Advisory Board shall have a membership of at least seven members, which number may be increased or decreased by the Board of Chosen Freeholders. The members shall be appointed and serve at the pleasure of the Board of Chosen Freeholders. They shall serve without compensation.

All members shall receive training approved by the Advisory Board.

All members shall reside in or work for Gloucester County, or be a member of a law enforcement organization in Gloucester County. If a member relocates out of Gloucester County or, is not a resident, is no longer employed by Gloucester County, then such events shall be considered an automatic submission of a resignation by that member.

2. **Voting Member:** Each voting member shall have one vote.
 - A. Votes shall be by voice unless a request for a vote by ballot is made by an Advisory Board member, seconded, and approved by a majority vote.
 - B. Results of all votes shall be noted in the minutes.

ARTICLE IV

OFFICERS

There shall be three (3) officers:

- i. Chairperson
- ii. Vice Chairperson
- iii. Secretary/Treasurer

1. **Nomination and Election of Officers:** The officers shall be elected by a simple majority of the voting members of the Advisory Board at its reorganization meeting. Terms are one year, and an unlimited number of terms may be served as long as the person continues as a member in good standing of the Advisory Board.

The election of officers shall be conducted by secret ballot.

1. **Chairperson:** The duties of the chairpersons are as follows:

- A. Preside at all meetings. In the event of the absence of the chairperson, the vice chairperson shall conduct the meeting.
- B. Ensure that all books, reports, and materials pertaining to the Advisory Board are properly kept and filed.
- C. Present a copy of the operating procedures to all new Advisory Board members.

2. **Vice Chairperson:** The duties of the Vice Chairperson are as follows:

- A. Assist the Chairperson as requested.
- B. Preside over all meetings in the absence of the Chairperson.

3. **Secretary/Treasurer:** The duties of the Secretary/Treasurer are as follows:

- A. Maintain the minutes and records of the Advisory Board in an appropriate manner.
- B. Give and serve notices to members of the Advisory Board.
- C. Serve as the official custodian of the records of the Advisory Board.
- D. Obtain approval through the chairperson of written correspondence or documents prior to mailing or submission. This does not include notices of meetings to members, minutes, or previously approved brochures or pamphlets pertaining to the Advisory Board.

- E. Maintain the financial records of the Advisory Board, including any grants, foundations or donations.
- F. File any required financial reports.
- G. Responsible for the submission of grants.
- H. Responsible for the payment of any invoices pertaining to the Advisory Board.

ARTICLE V

MEETINGS

1. **Annual Reorganization:** Annual reorganization meeting shall take place in January.
2. **Regular Meetings:** Shall be held as decided by the chairpersons, but at least 4 times a year. Notice of all meetings shall be sent to all Advisory Board members not less than seven (7) days before the scheduled meeting by the Secretary/Treasurer.
3. **Order of Business:** The order of business shall be:
 - a. Roll call or sign-in sheet
 - b. Introduction of members or guests present
 - c. Acceptance of minutes of preceding meeting
 - d. Members' reports
 - e. Old/unfinished business
 - f. New business
 - g. Adjournment
4. **Special Meetings:** Special meetings may be called by the Chairperson when they deem it is in the best interest of the Advisory Board.

Action may be taken at meetings by the majority of those members present.

ARTICLE VI

PARLIAMENTARY AUTHORITY

The rules contained in *Robert's Rules of Order Revised* shall govern this organization in all cases to which they are applicable, provided that they are consistent with these Operating Procedures and any applicable federal and/or state statutes and regulation.

OPERATING PROCEDURES ADOPTED BY THE GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS:

02/05/2020

**RESOLUTION AUTHORIZING AN AGREEMENT WITH COVENANTS,
CONDITIONS AND RESTRICTIONS BETWEEN THE COUNTY OF GLOUCESTER
AND HR4 OWNERSHIP, LLC**

WHEREAS, the County is the owner of property located at 400 Hollydell Drive, Sewell, New Jersey 08080, hereinafter referred to as the "Property"; and

WHEREAS, HR4 Ownership, LLC requests the use of portions of the parking lot of the Property to serve as an overflow lot to the parking lot located at 150 Hollydell Drive, Sewell, New Jersey 08080, also known as Block 52, Lot 1.10 in the Township of Washington; and

WHEREAS, the County and HR4 Ownership, LLC desire to establish certain covenants, conditions and restrictions with respect to the Property.

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 Agreement with Covenants, Conditions and Restrictions between the County of Gloucester and HR4 Ownership.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, February 5, 2020, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

Laurie J. Burns, Clerk of the Board

**AGREEMENT WITH COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS (the "Agreement") is made and entered into this _____ day of January, 2020, by and between the **COUNTY OF GLOUCESTER**, with administrative offices located at 2 South Broad Street, Woodbury, New Jersey 08096 (the "County"), and **HR4 OWNERSHIP, LLC**, with a mailing address of P.O. Box 472, Sewell, New Jersey 08080 ("HR4").

RECITALS

WHEREAS, the County is the owner of property located at 400 Hollydell Drive, Sewell, New Jersey 08080, hereinafter referred to as the "Property"; and

WHEREAS, HR4 requests the use of portions of the parking lot of the Property to serve as an overflow lot to the parking lot located at 150 Hollydell Drive, Sewell, New Jersey 08080, also known as Block 52, Lot 1.10 in the Township of Washington; and

WHEREAS, the County and HR4 desire to establish certain covenants, conditions and restrictions with respect to the Property.

NOW, THEREFORE, in consideration of the above and of the covenants herein contained, the County and HR4 hereby covenant and agree subject to the terms, covenants, restrictions and conditions hereinafter set forth in this Agreement, on behalf of themselves and their respective successors and assigns, hereby agree as follows:

AGREEMENT

1. The "Parking Area" shall be defined as the parking lot of the Gloucester County Board of Social Services, located at 400 Hollydell Drive, Sewell, New Jersey 08080.
2. The County hereby agrees to allow HR4 the use of County property for the purposes set forth above. The County gives HR4 a revocable license to use only; and specifically does not convey any other right, title, interest or privilege of any kind.
3. Duration. HR4 shall have use of the Parking Area after the hours of 5:00 PM Monday through Friday, and all day on Weekends and Holidays. On the first and third Tuesday of each month, the County has extended hours to 7:00 PM. On those particular days, HR4 cannot use the Parking Area until 7:00PM.
4. HR4, its employees, agents and/or its Permittees are prohibited from using the Parking Area to engage in sports activities; including but not limited to running, jogging, stretching, playing or practicing any sporting activity.
5. HR4 shall be solely responsible for the removal of rubbish and trash, including but not limited to cans, bottles and other debris left on the Parking Area by its Permittees. HR4 agrees that

after any large event, it will remove the above referenced materials off-site prior to the next business day.

6. Reasonable Use.

(a) The uses granted shall be used and enjoyed by HR4 and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of the County or its Permittees at any time conducted on the parking lot area, including, without limitation, public access to and from said business, and the receipt or delivery of supplies and such in connection therewith

(b) No building, structures, trees or other improvements shall be placed over or permitted to encroach upon such parking lot area by HR4.

7. General Maintenance. The County shall maintain the same in a clean and neat condition from its own use.

8. Indemnification. HR4 shall be responsible for, shall keep, save and hold the County harmless from, and shall indemnify and shall defend the County against, any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees, members, participants, guests, and invitees of HR4, or to any other persons, or from any damage to any property sustained in connection with this Agreement which results from any acts or omissions, including negligence or malpractice of any of its officers, directors, employees, agents, servants, independent contractors, guests and invitees, or from HR4's failure to provide for the safety and protection of its employees, members, participants, guests and invitees, or from its performance or failure to perform pursuant to the terms and provisions of this Agreement. HR4's liability under this Agreement shall continue after the termination of this Agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. General Restrictions. The parking area shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of the parking area which is illegal.

10. Insurance. Throughout the term of this Agreement, HR4 shall procure and maintain general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity, death, or property damage occurring upon such parking area, with single limit coverage of not less than an aggregate of Two Million Dollars (\$2,000,000.00) including umbrella coverage, if any, and naming the County as

an additional insured. Proof of said coverage shall be provided on a yearly basis during the period of use.

11. Taxes and Assessments. The County shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its parking lot area.

12. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the parking lot area.

13. Remedies and Enforcement.

13.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by HR4 or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the County shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

13.2 Self-Help. In addition to all other remedies available at law or in equity, upon the failure of HR4 to cure a breach of this Agreement within thirty (30) days following written notice thereof by the County (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, HR4 commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), the County shall have the right to perform such obligation contained in this Agreement on behalf of HR4 and be reimbursed by HR4 upon demand for the reasonable costs thereof together with interest at the prime rate charged from time to time by Bank of America (its successors or assigns), plus two percent (2%) (not to exceed the maximum rate of interest allowed by law).

13.3 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

14. Term. The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date receipt by the County an original signed Agreement, and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of all parties.

15. Miscellaneous.

15.1 Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final

adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

15.2 Amendment. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of the parties, evidenced by a document that has been fully executed and acknowledged by all such parties.

15.3 Consents. Wherever in this Agreement the consent or approval of a party is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall:

- (a) be in writing;
- (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and
- (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of a party under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing.

15.4 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

15.5 No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties. The parties acknowledge that HR4 is an independent organization, and has no agency relationship, or other formal relationship with the County beyond the relationship created by the terms of this Agreement.

15.6 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

15.7 Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

15.8 Severability. Each provision of this Agreement and the application thereof to each party are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or

not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared.

15.9 Time of Essence. Time is of the essence of this Agreement.

15.10 Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

15.11 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses are as follows:

The County of Gloucester
2 South Broad Street, 2nd Floor
Woodbury, New Jersey 08096

HR4 Ownership, LLC
P.O. Box 472 Sewell,
New Jersey 08080

15.12 Governing Law. This agreement, and all the rights of the parties shall be governed as to the validity, interpretation, construction, enforcement and in all other respects by the law of the state in which the parcels are located, without regard to its rules and principles regarding conflicts of laws or any rule or canon of construction which interprets agreements against the draftsman.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Witness/Attest:

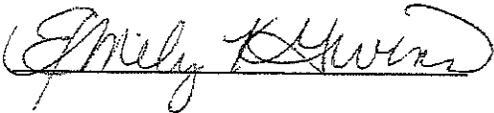
COUNTY OF GLOUCESTER

Laurie J. Burns, Clerk of the Board

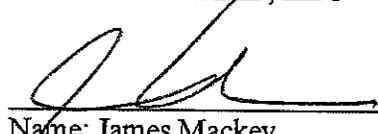
Robert M. Damminger, Director

Witness/Attest:

HR4 OWNERSHIP, LLC



Laurie J. Burns, Clerk of the Board



Name: James Mackey
Title: Managing Member

STATE OF NEW JERSEY, :
 : ss.
COUNTY OF CAMDEN :

BE IT REMEMBERED, that on the 22nd day of January, 2020, personally appeared James Mackey, Managing Member of HR4 Ownership, LLC, a New Jersey Limited Liability Company, personally well known (or satisfactorily proven by the oath of credible witness) to me to be the individual who executed the foregoing and annexed Instrument who, being by me first duly sworn, did depose and state that he/she is the Managing Member of HR4 Ownership, LLC and that he/she, being authorized so to do, executed and delivered the foregoing and annexed as the act of HR4 Ownership, LLC.

Margaret E. Watson
Margaret E. Watson Notary
com. expires 9.28.22



STATE OF NEW JERSEY, :
 : ss.
COUNTY OF _____ :

BE IT REMEMBERED, that on the _____ day of _____, ²⁰²⁰~~2019~~, personally appeared Robert M. Damming, Freeholder Director of the County of Gloucester, personally well known (or satisfactorily proven by the oath of credible witness) to me to be the individual who executed the foregoing and annexed Instrument who, being by me first duly sworn, did depose and state that he is the Freeholder Director of the County of Gloucester and that he, being authorized so to do, executed and delivered the foregoing and annexed as the act of the County of Gloucester.

Notary

**RESOLUTION AUTHORIZING A CONTRACT WITH
MICROSYSTEMS-NJ.COM, L.L.C.,
FROM FEBRUARY 17, 2020 TO FEBRUARY 16, 2025, FOR \$235,000.00**

WHEREAS, there exists a need for the County to contract for the services of a Computer Aided Mass Appraisal System (CAMA), MOD-IV (Property Assessment), SR1A (Sale of Property), Property Tax Appeal Processing Systems, and Web Hosting for Property Cards; and

WHEREAS, the County requested proposals, via RFP#020-008, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process, and

WHEREAS, the evaluation, based on the established criteria, concluded that MicroSystems-nj.com, L.L.C. located at 985 Route 202-206, Bridgewater, New Jersey 08807, made the most advantageous proposal; and

WHEREAS, the Treasurer has certified the availability of funds in the amount of \$23,000.00, pursuant to C.A.F.# 20-00610, which amount shall be charged against budget line item 0-01-20-151-001-20653. Balance for the first year of the contract will be encumbered upon adoption of the 2020 Gloucester County Budget. Continuation of the contract beyond the first three months of 2020 is conditioned upon the approval of the annual Gloucester County Budget and any required State of New Jersey approvals.

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

WHEREAS, this contract may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contract is the provision of professional services for which competitive bids could not be received.

NOW, THEREFORE, BE IT RESOLVED, by the Board of 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 the contract between the County and MicroSystems-nj.com, L.L.C. for the services of a Computer Aided Mass Appraisal System (CAMA), MOD-IV (Property Assessment), SR1A (Sale of Property), Property Tax Appeal Processing Systems, and Web Hosting for Property Cards, from February 17, 2020 to February 16, 2025, for \$235,000.00; and

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service and amount of the contract, if applicable, and a copy of this Resolution and the contract are on file and available for public inspection in the Office of the Clerk of the Board of Gloucester County. The aforementioned notice shall be published once in the South Jersey Times pursuant to the requirements of the Local Public Contracts Law.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, February 5, 2020 at Woodbury, New Jersey



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

Laurie J. Burns, Clerk of the Board

**CONTRACT BETWEEN
MICROSYSTEMS-NJ.COM, L.L.C.
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 5TH day of February, 2020, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **MICROSYSTEMS-NJ.COM, L.L.C.**, with offices at 985 Route 202-206, Bridgewater, New Jersey 08807, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for the services of a Computer Aided Mass Appraisal System (CAMA), MOD-IV (Property Assessment), SR1A (Sale of Property), Property Tax Appeal Processing Systems, and Web Hosting for Property Cards; and

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

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

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

TERMS OF AGREEMENT

1. **TERM.** The term of the contract shall be for the period of five (5) years, from February 17, 2020 to February 16, 2025.
2. **COMPENSATION.** Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Vendor's proposal dated December 7, 2019 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 020-008. The proposal is incorporated into, and made part of this Contract, by reference. Vendor shall be paid in a total amount of \$235,000.00, as per the Proposal.

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

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

Each invoice shall contain an itemized, detailed description of all products shipped. 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. The specific duties of the Vendor shall as set forth be in the County's RFP#020-008, and Vendor's responsive proposal, dated December 7, 2019, which are incorporated by reference in their entirety and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP#020-008.

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

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

9. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with 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.

10. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be

deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

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

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

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

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

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

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

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

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

19. **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.

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

21. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of RFP-020-008 and Vendor's proposal. If there is a conflict between this Contract and the specification or the proposal, then this Contract and the Specifications shall control.

THIS CONTRACT shall be effective the ____ day of _____, 2020.

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

ATTEST:

COUNTY OF GLOUCESTER

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

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

MICROSYSTEMS-NJ.COM, L.L.C.

**By:
Title:**

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. 20-00610

Pg 1

SHIP TO	GLOUC CO OFFICE OF ASSESSMENT 1200 N DELSEA DR. BLDG A. CLAYTON, NJ 08312 856-307-6445 CLAYTON COMPLEX
VENDOR	VENDOR #: MICRO030 MICROSYSTEMS-NJ.COM, LLC 985 ROUTE 202/206 BRIDGEWATER, NJ 08807

ORDER DATE: 01/22/20
 REQUISITION NO: R0-14015
 DELIVERY DATE:
 STATE CONTRACT: RFP-20-008
 ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00/EA	Data Processing Software CAMA software, training, support, web hosting, printing as per RFP-020-008 Year one (1) of Five (5) Year Contract 49,500.00 02/17/20-02/16/20	0-01-20-151-001-20653 Data Processing Software	23,000.0000	23,000.00
	Balance of \$26,500.00 to be encumbered upon approval of the 2020 budget		TOTAL	23,000.00

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

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

A-10

**RESOLUTION APPOINTING A MEMBER TO THE
GLOUCESTER COUNTY IMPROVEMENT AUTHORITY**

WHEREAS, pursuant to N.J.S.A. 40:37A-48, the Gloucester County Improvement Authority is comprised of five (5) board members who serve on a voluntary basis, for staggered five (5) year terms; and

WHEREAS, a vacancy currently exists due to the resignation of a member prior to the expiration of the member's term.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that **Greg Ferretti** is hereby appointed as Member to fill such vacancy on the Board of the Gloucester County Improvement Authority, commencing January 31, 2020 and terminating February 1, 2022; and

BE IT FURTHER RESOLVED, that said appointment is subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on February 5, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

Greg Ferretti

[REDACTED]

Hello,

I would like to introduce myself. My name is Greg Ferretti. I have been a proud Union member of Iron Workers Local #399 for the past 24 years. Currently, I am the FST/ Business Agent for Iron Workers Local#399 in Hammonton, NJ. Formally serving as Business Agent for Iron Workers Local #405 in Philadelphia, PA. In the past, I have served as the Recording Secretary for the Local (399) 10 years and an Apprentice Instructor for 8 years.

I currently reside in Deptford Township, NJ, with my wife Lori, son Vincent and daughter Ginamarie.

I have also had the opportunity serving on my condo associations Board of Trustees in South Seaville, NJ serving as President/ Treasurer as well as other positions over the last 12 years. Working major issues in our community,

I would like to thank you for taking your time and allowing me to introduce myself. Looking forward to working with you in the future.

Sincerely,

Greg Ferretti

Gregory C. Ferretti

Home Phone: [REDACTED]

Mobile [REDACTED]

E-Mail: [REDACTED]

Objective: Work with contractors and owners to procure work for our Local Union membership. Ensure fiscal responsibilities are being met according to International KPI requirements.

Experience: Business Representative/ Financial Secretary with Iron Workers Local #399 in Hammonton NJ. July 2019- Current

JMS/ Foreman- working on multiple projects throughout New Jersey repairing bridge structures and building renovations. 2017- 2018

Imperial Ironworks / Walt Whitman Bridge- Safety April 2016- 2017

General Forman- Day Zimmerman/ PSE&G Nuclear Dec. 2014- Jan. 2016

Foreman- Jupiter Co. - Sept. 2014 – Dec. 2014

Foreman- Day & Zimmerman/ PSE&G Nuclear - Aug. 2011-Aug.-2014

Foreman- Jupiter Co. July 2007- June 2011

Union Iron Worker with 24 years of experience in all phases of iron work. Forman directing crews to accomplish work goals set on projects. Graduate of Iron Workers Local # 399 Apprenticeship program. Recording Secretary of Local #399 for 10 years. Apprentice instructor for 9 years.

Education:

Graduate Apprentice Iron Workers Local# 399 July, 1996- 2000

Lincoln Technical School Electrical July 1990-92

Gloucester County College Sept. 1988-90

Graduate Deptford High School July, 1988

Gregory C. Ferretti continued:

Certificates and Training: AWS Certified Welder * OSHA 10 * OSHA 30 * OSHA Sub Part R * Principle of Instruction Classes PDC 1, 2, 3, &4 * OSHA 500 Instructor* PSM Built-Rite trainer * TWIC card holder * Ironworkers Instructors Training 2009-2017* Certified Instructor for Ironworkers Local#399 *Fast Water rescue/ Safety * NCCCO certified *CPR- First-AID/ Instructor. Nuclear industry experienced.

Accomplishments / Goals: As a proud member of Ironworkers Local # 399, I have had the opportunity to work on many levels in the industry. I enjoy the unique challenges of the nuclear industry as well as the building industry as a whole. If given the opportunity, the goals set would be of common interest and I would work hard to achieve them as part of your Team!

Thank you for your time and consideration,

Gregory C. Ferretti

RESOLUTION AUTHORIZING A TWO (2) YEAR EXTENSION TO A CONTRACT WITH COOPER MONUMENT COMPANY FROM FEBRUARY 5, 2020 TO FEBRUARY 4, 2022 AT NO COST TO THE COUNTY

WHEREAS, the County of Gloucester entered into a Contract on February 7, 2018 with Cooper Monument Company with offices at 621 East Atlantic Avenue, Barrington, NJ 08007, for the engraving of niche covers for the Veterans Memorial Cemetery, as per PD-18-004, which Contract provided the County with the option to extend for a one (1) two-year period or two (2) one-year periods; and

WHEREAS, the County's Department of Buildings and Grounds has recommended exercising the option to extend this Contract for the two-year period from February 5, 2020 to February 4, 2022, at no cost to the County, as such services are paid by families of the deceased, as per PD-18-004; and

WHEREAS, all terms and provisions of the previously executed Contract with vendor, with the exception of the extension of the term, will continue in full force and effect.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders that the County of Gloucester does hereby exercise its option to extend the Contract with Cooper Monument Company for the engraving of niche covers for the Veterans Memorial Cemetery, from February 5, 2020 to February 4, 2022, at no cost to the County, and that the County's Qualified Purchasing Agent is hereby directed to inform vendor of the extension.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, February 5, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

B-2

RESOLUTION AUTHORIZING A CONTRACT WITH GENSERVE, LLC, FOR \$38,336.70

WHEREAS, the County of Gloucester, after due notice and advertisement, received sealed bids for the replacement of the upper and lower radiator tank gaskets, water pump and coolant on generators #2, #3 and #5 at the Gloucester County Justice Complex as per bid specifications PD-19-066; and

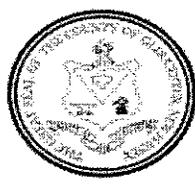
WHEREAS, bids were publicly received and opened on October 29, 2019; and

WHEREAS, after following proper bidding procedure, it was determined that Genserve, LLC located at 115A Twinbridge Drive, Pennsauken, NJ 08110 was the lowest responsive and responsible bidder; and

WHEREAS, the Treasurer has certified the availability of funds for the amount of \$38,336.70 pursuant to C.A.F. #20-00498 which amount shall be charged against budget line item C-04-19-018-310-18204.

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 Genserve, LLC for \$38,336.70 for the replacement of the upper and lower radiator tank gaskets, water pump and coolant on generators #2, #3 and #5 at the Gloucester County Justice Complex as per bid specifications PD-19-066, from February 5, 2020 to the completion of the project.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, February 5, 2020, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
GENSERVE, LLC**

THIS CONTRACT is made effective the 5th day of February, 2020, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **GENSERVE, LLC**, with a mailing address of 115A Twinbridge Drive, Pennsauken, NJ 08110, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County of Gloucester for the replacement of the upper and lower radiator tank gaskets, water pump and coolant on generators #2, #3 and #5 at the Gloucester County Justice Complex as per bid specifications PD-19-066; and

WHEREAS, Contractor represents that it is qualified to provide 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, County and Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM**. This Agreement shall be from February 5, 2020 until the completion of the project.
2. **COMPENSATION**. Contractor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD-019-066, for a total amount of \$38,336.70.

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

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

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

3. **DUTIES OF CONTRACTOR**. The specific duties of the Contractor shall be as set forth in the specifications identified as PD-019-066, which is incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of Contract and the bid documents, the bid documents shall prevail.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the bid documents.

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the bid specifications identified as PD-019-066, 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.

6. **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.

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

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

from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

If Contractor is a member of a profession which is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

The County shall review the certificates for sufficiency and compliance with this paragraph, and approval of said certificates and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

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

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

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

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

14. **PROCEDURE FOR PAYMENT OF BILLS.** The Contractor shall bill on a monthly basis for work performed pursuant to this Contract, including interim bills, final bills and bills for the release of retainage.

The Contractor shall submit its bill only on the County's periodic billing date.

The periodic billing date for such bills shall be that date which is 20 days prior to the second monthly meeting of the County Board of Chosen Freeholders, (the "Bill Approval Meeting"). At each such Bill Approval Meeting, the Board of Freeholders shall approve and certify the submitted bills, and direct that payment be made within ten (10) days of such meeting date.

All bills received for a particular billing cycle shall be deemed to have been received on the billing date.

The County shall examine the bills submitted on the periodic billing date prior to the Bill Approval Meeting. In the event that the County shall determine that all or some portion of the payment should be withheld, the County shall notify the Contractor in writing of the amount withheld and of their reasons for withholding payment.

The balance of the bill will be presented for payment at the Bill Approval Meeting.

Either party to this Contract may demand that a dispute concerning whether a party has failed to make payments pursuant to the provisions of N.J.S.A. 2A:30A-1 et seq., be submitted to non-binding mediation.

If mediation is demanded, it shall be demanded consistent with the County's provisions concerning Alternative Dispute Resolution for contracts to which N.J.S.A. 40A:11-50 is applicable. Those provisions are set forth below, [Note: Alternative Dispute Resolution shall not be available with regard to disputes concerning the bid solicitation or award process or the formation of contracts or subcontracts entered into pursuant to the New Jersey Local Public Contracts Law.]

The County's Alternative Dispute Resolution procedure is as follows:

- A. **Controversies and Claims Subject to Mediation.** Any controversy or claim arising out of or related to the contract, or the breach thereof, shall be settled by mediation.

If a dispute between County and Contractor arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through non-binding mediation.

- B. **Contract Performance Pending Mediation.** During mediation proceedings, Contractor shall continue to perform, and County shall continue to make payments pursuant to the terms of the Contract.

- C. **When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the

other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

Demand for mediation of any claim shall not be made until the earlier of the following:

- (a) five (5) business days after the other party has provided its written response to the aggrieved party's notice of dispute;
- (b) 30 days have passed after submission of the original, written claim by the aggrieved party and the other party has not responded.

If the written response from the other party does not resolve the dispute, the aggrieved party shall have 30 days from the delivery of the other party's response to file a demand for mediation. If the aggrieved party fails to do so, it shall be deemed to have waived its right pursuant to this contract to demand Alternative Dispute Resolution.

A party who files a "Notice of Demand for Mediation" must assert in the demand all claims then known to that party for which mediation may be demanded. If a party fails to include a claim because of excusable neglect, or when a claim has matured or been acquired subsequently, the mediator or mediators may permit amendments.

- D. Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation.

The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation.

The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as mediator. Each party shall rank the proposed mediators in order of preference.

The fifth and any lower ranked persons on each list will be excluded from further consideration.

The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons.

In the event of a tie, the mediator shall be chosen by lot.

- E. Procedures at Mediation.** The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, if the parties cannot agree, as may be determined by the mediator.

The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

- F. **Cost of Mediation.** Each party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.
- G. **Failure of Mediation.** If a good faith effort to resolve the dispute through mediation is unsuccessful, either party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, either party may submit the dispute to the Superior Court of New Jersey, Gloucester County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

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

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

and assigns.

22. CONTRACT PARTS. This Contract shall consist of this document, the specifications of PD-019-066 and Contractor's bid response. If there is a conflict between this Contract and the specification or the bid response, then this Contract and the Specifications shall control.

THIS CONTRACT shall be effective the **5th** day of **February, 2020**.

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:

GENSERVE, LLC

**ROBERT SANDERS,
SALES REPRESENTATIVE**

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.	20-00498

SHIP TO	GLOUC. CO BUILDINGS & GROUNDS SHADY LANE COMPLEX (251-6700) 254 COUNTY HOUSE ROAD CLARKSBORO, NJ 08020
	VENDOR # GENSE010 GENSERVE, INC. 115A TWINBRIDGE DRIVE PENNSAUKEN, NJ 08110

ORDER DATE: 01/16/20
REQUISITION NO: R0-13854
DELIVERY DATE:
STATE CONTRACT: PD 19-066
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00/EA	REPLACING OF UPPER AND LOWER RADIATION TANK GASKETS, WATERPUMPS AND COOLANTS ON GENERATORS #1, #2 & #4 AT THE JUSTICE COMPLEX IN WOODBURY NJ ALL PER PD 19-066	C-04-19-018-310-18204 General Building Renovations	38,336.7000	38,336.70
			TOTAL	38,336.70

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

b-3

RESOLUTION AUTHORIZING A CONTRACT WITH CENTER FOR FAMILY SERVICES, INC. FROM FEBRUARY 1, 2020 TO JUNE 30, 2020, IN AN AMOUNT NOT TO EXCEED \$96,545.00

WHEREAS, N.J.S.A. 40A:4.1(h) permits the performance of patient care services by contracted medical staff at county hospitals, correctional facilities and long-term care facilities; and

WHEREAS, the County of Gloucester recognizes the need for the expansion of medication assisted treatment for inmates who have an opioid use disorder that are incarcerated at Salem County Correctional Facility as per RFP-20-010, from Center for Family Services, Inc. of 584 Benson Street, Camden, NJ 081103, from February 1, 2020 to June 30, 2020 in an amount not to exceed \$96,545.00; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time as this is an open-ended contract, and prior to any service rendered a Certificate of Availability will be obtained from the County Treasurer certifying that sufficient monies are available at that time for that particular purchase, and identifying the line item(s) from the County Budget out of which said funds will be paid.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board is hereby authorized to execute and the Clerk of the Board is authorized to attest to, the Contract with Center for Family Services, Inc. for the hereinabove referenced purposes from February 1, 2020 to June 30, 2020 in an amount not to exceed \$96,545.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on February 5, 2020 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
CENTER FOR FAMILY SERVICES, INC.**

THIS CONTRACT is made effective the 1st day of **February 2020**, 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 **CENTER FOR FAMILY SERVICES, INC.**, of 584 Benson Street, Camden, NJ 08103, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, the County recognizes the need for the expansion of medication assisted treatment for inmates who have an opioid use disorder that are incarcerated at the Salem County Correctional Facility; and

WHEREAS, the contract has been awarded consistent with N.J.S.A. 40A:4.1(h) which permits the performance of patient care services by contracted medical staff at county hospitals, correctional facilities and long-term care facilities; 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 February 1, 2020 to June 30, 2020.
2. **COMPENSATION.** The Contractor shall be compensated in a total contract amount not to exceed \$96,545.00.

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.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in this Contract, RFP 20-010 issued by the County, and Contractor's proposal dated December 16, 2019 which are incorporated herein.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the bid documents.

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

A. The Contractor 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 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 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 RFP or Bid Specifications, whichever the case may be, if any, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

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

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

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

13. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ

such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

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

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

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

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

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

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document, and RFP 20-010 issued by the County, and the Contractor's Proposal. Should there occur a conflict between

this form of Contract and RFP 20-010, then this Contract will control.

THIS CONTRACT is made effective the 1st day of **February, 2020**.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Clerk, and The Contractor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

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

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CENTER FOR FAMILY SERVICES, INC.

**RICHARD STAGLIANO
PRESIDENT/CEO**



December 16, 2019

Ms. Kimberly Larter
Purchasing Department
County of Gloucester
Two S. Broad Street
Woodbury, NJ 08096

RE: RFP #020-010 Expansion of Medication Assisted Treatment for inmates who have an opioid use disorder that are incarcerated at Salem County Correctional Facility

Dear Ms. Larter:

On behalf of Center For Family Services, I am pleased to submit the attached proposal. Attached please find the original with five signed copies of Center For Family Services' (CFS) proposal for the above-referenced RFP. CFS has long provided comprehensive substance use disorder treatment and peer recovery support services, with a specialization in opioid use disorders and medication assisted treatment (MAT) and continued follow-up services designed to increase each client's ability to sustain recovery and re-enter the community as contributing citizens. Our proposal will allow us to leverage our extensive experience providing the identified services with eligible inmates re-entering their communities in Gloucester and Salem Counties. CFS has a combined experience of nearly 100 years of service in assisting individuals and families in improving their lives.

We appreciate Gloucester County's investment in Center For Family Services' programming that will ensure MAT is made available and properly managed in the course of each inmate's re-entry and ongoing transition into their community. If you need any further information, please do not hesitate to contact Eileen Henderson, Chief Operating Officer, at 609-204-4794 or by email at ehenderson@centerffs.org.

Sincerely,


Richard Stagliano
President/CEO



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

SHEILA Y. OLIVER
Lt. Governor

CAROLE JOHNSON
Commissioner

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

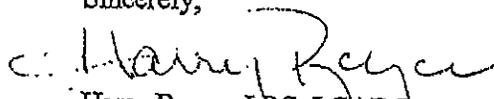
RE: Revised Letter of Award for Gloucester County Correctional Facility Jail MAT Initiative

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

New Jersey Is An Equal Opportunity Employer

**RESOLUTION AUTHORIZING THE GLOUCESTER COUNTY PROSECUTOR'S
OFFICE TO PARTICIPATE IN THE DEFENSE LOGISTICS AGENCY,
LAW ENFORCEMENT SUPPORT OFFICE, 1033 PROGRAM**

WHEREAS, the United States Congress authorized the Defense Logistics Agency (DLA) Law Enforcement Support Office (LESO) 1033 Program to make use of excess Department of Defense personal property by making that personal property available to municipal, county, and State law enforcement agencies (LEAs); and

WHEREAS, DLA rules mandate that all equipment acquired through the 1033 Program remain under the control of the requesting LEA; and

WHEREAS, participation in the 1033 Program allows municipal and county LEAs to obtain property they might not otherwise be able to afford in order to enhance community preparedness, response, and resiliency; and

WHEREAS, although property is provided through the 1033 Program at no cost to municipal and county LEAs, these entities are responsible for the costs associated with delivery, maintenance, fueling, and upkeep of the property, and for specialized training on the operation of any acquired property; and

WHEREAS, N.J.S.A. 40A:5-30.2 requires that the governing body of the municipality or county approve, by a majority of the full membership, both enrollment in, and the acquisition of any property through, the 1033 Program.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the period with authorization to participate shall be during the calendar year from January 1, 2020 to December 31, 2020; and

BE IT FURTHER RESOLVED that the Gloucester County Prosecutor is hereby authorized to execute any and all documents required to enroll and participate in the 1033 Program, including but not limited to the State Plan of Operation between the State of New Jersey and the Gloucester County Prosecutor's Office" and the "NJ 1033 Program Law Enforcement Support Office Controlled Equipment Certification"; and

BE IT FURTHER RESOLVED that the Gloucester County Prosecutor's Office is hereby authorized to acquire items of non-controlled property designated "DEMIL A", which may include office supplies, office furniture, computers, electronic equipment, generators, field packs, non-military vehicles, clothing, traffic and transit signal systems, exercise equipment, farming and moving equipment, storage devices and containers, tools, medical and first aid equipment and supplies, personal protection equipment and supplies, construction materials, lighting supplies, beds and sleeping inats, wet and cold weather equipment and supplies, respirators, binoculars, and any other supplies or equipment of a non-military nature identified by the LEA, if it shall become available in the period of time for which this resolution authorizes, based on the needs of the Gloucester County Prosecutor's Office, without restriction; and

BE IT FURTHER RESOLVED that the Gloucester County Prosecutor's Office is hereby authorized to acquire the following "DEMIL B through Q" property, if it shall become available in the period of time for which this resolution authorizes: specifically listed items on the attached Controlled Item List (Exhibit "A"); and

BE IT FURTHER RESOLVED that the Gloucester County Prosecutor's Office shall develop and implement a full time plan and policy for the maintenance and use of the acquired property; and

BE IT FURTHER RESOLVED that the Gloucester County Prosecutor's Office shall provide a quarterly accounting of all property obtained through the 1033 Program which shall be available to the public upon request; and

BE IT FURTHER RESOLVED that this resolution shall take effect immediately and shall be valid to authorize requests to acquire "DEMIL A" property and any specifically listed "DEMIL B through Q" property that may be made available through the 1033 Program during the period of time for which this resolution authorizes; with Program participation and all property request authorization terminating on December 31st of the current calendar year from January 1, 2020 to December 31, 2020; and

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on February 5, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

Exhibit "A"
Controlled Item List

Backpacks
Camelback Hydration Packs
Computer Monitors
Pelican Cases
Pop-Up Tents
Portable Lighting
Trailer
Vehicles, All Terrain (ATV)
Vehicles, Boat
Vehicles, Fleet
Vehicles, Undercover

Armored Security Vehicle (2)
Automobile, Sedan
Automobile, Wagon
Body Shield
Breach System
Breaching Ram
Breaching System
Capabilities set, non-lethal
Car - Armored
Carrier - Cargo
Carrier, Command Post
Club, Self-Protection
Commun, Equip., Soms-B
Cutter Head-Hydraulic Breaching and
Door Opener-Hydraulic Breaching and
Faceshield, Military, Riot Control
Faceshield, Riot Control (2)
Goggles, Protection, Riot Control
Hatbox, Riot Crowd
Helmet-Police
Helmet-Safety
Kit-Mechanical Brea
Kit-Riot Protection
Light Armored Vehicle
Miscellaneous Weapons-LOGSA LSN
Modification Kit, Gun, Weapon
Non-Ballistic Body Shield
Non-Lethal Weapons Capabilities Set
Only Complete Combat/Assault/Tactical

Protection Shield, T
Ram, Battering
Ram, Door, Mini
Riot Control Shield
Security Vehicle
Shield-Personal Protective
Shield-Self-Protection
Shop Equipment-Contact Maintenance
Shop Set-Contact Maintenance, Truck
Sight, Thermal
Sledge Hammer
Tool, Breaker, Hinge
Truck, Armored
Truck, Bolster
Truck, Cargo
Truck, Carryall
Truck, Command
Truck, Dump
Truck, Maintenance
Truck, Materials
Truck, Palletized Loading
Truck, Panel
Truck, Stake
Truck, Utility
Truck, Van
Truck, Wrecker
Trucks and Truck
Utility Vehicle-Off Road

**NJ 1033 Program
Law Enforcement Support Office
Controlled Equipment Certification**

DATE: 1/24/20

LAW ENFORCEMENT AGENCY NAME: Gloucester County Prosecutor's Office

ADDRESS: 70 HUNTER ST. WOODBURY NJ 08096

CHIEF LAW ENFORCEMENT OFFICER: Charles A. Fiore, Prosecutor

INSTRUCTIONS: This certification shall be submitted by the Chief Law Enforcement Officer (CLEO) of any Law Enforcement Agency (LEA) seeking to obtain items from the Federal Law Enforcement Support Office 1033 Program that have been designated by New Jersey as controlled equipment.

The controlled equipment list is set forth in Section III, E, 2, of the State Plan of Operation and includes any property that has a demilitarization (DEMIL) Code of B, C, D, F, G, and Q (excluding Q6). The following items are controlled equipment in New Jersey:

- 1) Manned Aircraft, fixed or rotary wing
- 2) Unmanned Aerial Vehicles
- 3) Wheeled Armored Vehicles
- 4) Wheeled Tactical Vehicles
- 5) Command and Control Vehicles
- 6) Firearms and Ammunition
- 7) Explosives and Pyrotechnics
- 8) Breaching apparatus
- 9) Riot Batons
- 10) Riot Helmets
- 11) Riot Shields

In addition to this Certification, all LEAs that request any of the items listed above must submit the following to the New Jersey 1033 Program LESO prior to requisitioning the item(s):

- 1) A copy of the item-specific resolution your Civilian Governing Body passed authorizing your agency to obtain the controlled item;
- 2) A copy of your New Jersey 1033 Program Controlled Property Request form signed by the CLEO of your agency; and
- 3) A copy of your New Jersey 1033 Program Controlled Property Justification on your agency letterhead signed by the CLEO of your agency.

Once the aforementioned forms are received by the NJ 1033 Program LESO, they will be reviewed for approval by the NJ 1033 Program State Coordinator and/or a NJ 1033 Program State Point of Contact. If your request is approved, you will be notified by the NJ 1033 Program LESO that your agency meets the criteria to obtain the controlled item and are authorized to requisition it in the Defense Logistics Agency's (DLA) electronic business enterprise portal.

NOTE: Under no circumstances may controlled property be exported, sold, or transferred to non-U.S. persons. All transfers must be approved by the NJ 1033 Program LESO and DLA.

Cannibalization requests for controlled property must be submitted in writing to the State, with final approval by the DLA. The NJ 1033 Program LESO and DLA will consider cannibalization requests on a case-by-case basis.

I, Charles A. Fiore, am the Chief Law Enforcement Officer of the above-named LEA, and certify as follows:

- 1) My Agency has policies and protocols in place for the deployment of the type of controlled property requested.
- 2) My Agency has certifications for required training for use of this type of controlled property requested on file.
- 3) My Agency has has not (check one) applied or has pending, an application for this type of controlled property from another Federal agency.
- 4) I understand that the NJ 1033 Program LESO may request to inspect the items outlined in this document during Program Compliance Reviews (PCR), and/or inventory

inspections conducted by NJ 1033 Program LESO personnel and/or DLA PCR inspection team personnel.

5) I agree to provide any material related to a controlled property requisition that was not submitted to NJ 1033 Program LESO personnel upon request.

I certify that the foregoing statements made by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

CHARLES A. FIORE, PROSECUTOR
Type/Print Chief Law Enforcement Official Name

Charles A. Fiore

Chief Law Enforcement Official Signature

11/24/20
Date (MM/DD/YYYY)

FOR NJ LESO OFFICE:

The New Jersey 1033 Program Law Enforcement Support Office has reviewed the above named LEA's Controlled Property package. The LEA's request to obtain the controlled item(s) listed on their request form is:

Approved ___ Disapproved ___ (check one).

If disapproved, state reason:

NJ 1033 Program Coordinator

Date (MM/DD/YYYY)

**STATE PLAN OF
OPERATION BETWEEN THE
STATE OF NEW JERSEY
AND
THE GLOUCESTER COUNTY PROSECUTOR'S OFFICE**

I. PURPOSE

This State Plan of Operation (SPO) is entered into between the State of New Jersey and the Gloucester County Prosecutor's Office, to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DoD) personal property transferred pursuant to 10 USC § 2576a in order to promote the efficient and expeditious transfer of property and to ensure accountability of the same.

II. AUTHORITY

The Secretary of Defense is authorized by 10 USC § 2576a to transfer to Federal and State/Territory Law Enforcement Agencies (LEAs), personal property that is excess to the needs of the DoD, including small arms and ammunition, that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism or border security activities, under such terms prescribed by the Secretary. The Secretary of Defense has delegated authority for management of this program to the DLA. DLA defines law enforcement activities as activities performed by governmental agencies whose primary function is the enforcement of applicable Federal, State/Territory, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension. This program is known as the Law Enforcement Support Program and commonly referred to as the "LESO Program" or "1033 Program" and is administered by DLA Disposition Services, LESO.

III. GENERAL TERMS AND CONDITIONS

A. Operational Authority

The Governor of the State of New Jersey has designated in writing with an effective date of April 13, 2018 to implement this program statewide as well as conduct management and oversight of this program. Funding / Budgeting to administer this program is provided by the State of New Jersey.

The provided funding is used to support assistance to the LEAs with customer service to include computer / telephone assistance and physical visits to the LEAs to assist with acquiring access to the LESO Program. The staffing to provide the support to the LEAs within the State of New Jersey is as follows:

State Coordinator (SC): Government Representative 2 Darin Patrick

State Point of Contact (SPOC): Sergeant Fernando Torres

State Point of Contact (SPOC): Special Investigator Anthony Zeak

State Point of Contact (SPOC): _____

The following is the facility / physical location and business hours to provide customer service to those LEAs currently enrolled, as well as interested participants of the LESO Program:

Agency Address / Location: River Road, PO Box 7068, West Trenton, NJ 08628

E-Mail / Contact Phone Numbers: LPPLESO@GW.NJSP.ORG/609-963-6900 ext.6773 or 6983

Fax Number: 609-530-3649

Hours of Operation: 8:00 a.m. – 3:30 p.m M-F

- B.** All property is transferred and the recipient, the Gloucester County Prosecutor's Office, agrees to accept property on an as-is, where-is basis. The DLA has final authority to determine the type, quantity, and allocation of excess DoD personal property suitable for law enforcement activities.

- C. This agreement creates no entitlement to the State or Territory to receive excess DoD personal property. DLA retains the right to recall any property during the period that it is conditionally transferred.
- D. The Gloucester County Prosecutor's Office understands that property made available under this agreement is for the use of authorized Program participants only. Authorized participants who receive property from the LESO Program will not loan, donate, or otherwise provide property to other groups or entities that are not otherwise authorized to participate in the Program. Authorized participating agencies may, with prior approval from the State/Territory, on a temporary basis, conditionally loan property to another participating agency as their mission requires, utilizing an Equipment Custody Receipt (ECR). Property temporarily loaned will be returned to the LEA responsible for the accountability. All requests for property will be based on bona fide law enforcement requirements.
- E. Controlled property (equipment) includes any property that has a Demilitarization (DEMIL) Code of B, C, D, E, F, G, and Q3.
- 1) To receive such property, on an annual basis the LEA shall certify (Ref: 10 U.S. Code § 2576a):
 - a) That it has obtained the authorization of the relevant local governing body authority (city, council, mayor etc.) to participate in the Program.
 - i) Pursuant to N.J.S.A. 40A5-30.2.a, all applications submitted by any county or municipal LEA for participation in the 1033 Program shall be approved by a resolution adopted by a majority of the full membership of the governing body prior to transmittal of the application of participation in the Program.
 - ii) The acquisition of any property by a participating county or municipal LEA shall be approved by a resolution adopted by a majority of the full membership of the local unit governing body. N.J.S.A. 40A:5-30.2.b.
 - b) That it has adopted publicly available protocols for the appropriate use of controlled property, the supervision of such use, and the evaluation of the effectiveness of such use, including auditing and accountability policies.
 - c) That it provides annual training to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property.
 - 2) Pursuant to New Jersey law, where an LEA is seeking to obtain the below listed items, additional requirements are mandated.
 - a) Manned Aircraft, fixed or rotary wing
 - b) Unmanned Aerial Vehicles
 - c) Wheeled Armored Vehicles
 - d) Wheeled Tactical Vehicles
 - e) Command and Control Vehicles
 - f) Firearms and Ammunition
 - g) Explosives and Pyrotechnics
 - h) Breaching Apparatus
 - i) Riot Batons
 - j) Riot Helmets
 - k) Riot Shields
 - 3) With respect to items identified in Paragraph 2a. through k. of this Section, an LEA seeking to acquire these items must also certify and submit:
 - a) A detailed written justification with a clear and persuasive explanation of the need for the property and the law enforcement purposes it will serve;
 - b) Evidence of approval or concurrence by the LEA's civilian governing body (city council, mayor, etc.);
 - c) The LEA's policies and protocols on deployment of this type of property;

d) Certifications on required training for use of this type of property; and

e) Information on whether the LEA has applied, or has a pending application, for this type of property from another federal agency.

F. The Gloucester County Prosecutor's Office will maintain and enforce regulations designed to impose adequate security and accountability measures for controlled property to mitigate the risk of loss or theft.

G. Upon approval of written requests, cannibalization may be performed on approved aircraft, armored vehicles, and High Mobility Multipurpose Wheeled Vehicles (HMMWVs). Requests will be submitted in writing to the State and approved by the LESO for approval. The cannibalized end item must be returned to DLA Disposition Services within the allotted timeframes determined by the LESO.

H. The LESO conditionally transfers all excess DoD property to States/Territories/LEAs enrolled in the LESO Program. Title or ownership of controlled property will remain with the DoD in perpetuity and will not be relinquished to the States/Territories/LEAs. When the States/Territories/LEAs no longer have a legitimate law enforcement use for controlled property, the States/Territories/LEAs will notify the LESO and the controlled property must either be transferred to another enrolled LEA (via standard transfer process) or returned to DLA Disposition Services for disposal. The LESO reserves the right to recall controlled and non-controlled property issued through the DLA at any time.

I. Property with a DEMIL Code of "A" and "Q" with an Integrity Code of "6" (Q6) is also conditionally transferred to the State/LEA, yet controlled for one (1) year from the ship date. However, after one (1) year from the ship date, the DLA will relinquish ownership and title to the State/Territory/LEA. Prior to this date, the State/Territory/LEA remains responsible for the accountability and physical control of the item(s) and the Program retains the right to recall the property.

1) Property with DEMIL Codes of "A" and "Q6" will be placed in a closed status on the LEA's LESO inventory upon meeting the one year mark.

2) Once closed, the property is no longer subject to the annual inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).

3) Ownership and title of DEMIL "A" and "Q6" items that have been closed will pass from the DoD to the LEA one year from the ship date, without issuance of any further documentation.

4) LEAs receive title and ownership of DEMIL "A" and "Q6" items as governmental entities. Title and ownership of DEMIL "A" and "Q6" property does not pass from DoD to any private individual or LEA official in their private capacity. Accordingly, such property should be maintained and ultimately disposed of in accordance with provisions in State/Territory and local laws that govern public property. Sales or gifting of DEMIL "A" and "Q6" property after one year from the ship date in a manner inconsistent with State/Territory or local law may constitute grounds to deny future participation in the LESO Program.

5) An SF 97 form will be provided upon physical transfer for vehicles. Recipients are authorized to make upgrades to vehicles during the one (1) year conditional period. Full title to DEMIL "A" and "Q6" property, including vehicles, will vest in the recipient after one (1) year if all other requirements of this agreement have been met. After the one (1) year period DEMIL "A" and "Q6" items may be transferred, cannibalized for usable parts, sold, donated or scrapped.

J. LEAs are not authorized to transfer any property on their inventory without State and LESO notification and approval. Property will not physically move until the LESO approval process is complete.

K. Certain controlled equipment will have a documented chain of custody (i.e. Equipment Custody Receipt [ECR] or equivalent), including a signature of the recipient. Controlled equipment requiring a chain of custody are: small arms, aircraft, high profile vehicles, optics, robots, and small arm's parts/accessories. It is encouraged to utilize ECRs for all controlled

equipment. Regarding ECRs during a LESO PCR see section VI, A, 4.

L. Sale or transfer of DEMIL Codes "A" or "Q6" property after the one (1) year conditional holding and utilization period to non-LEA participants will be executed in compliance with U.S. Export Control Regulations.

- 1) Excess personal property may be export-controlled, regardless of the assigned DEMIL Code and regardless of the Department or Agency that donates the property.
- 2) DEMIL Codes are not a substitute for export controls. They do not provide information on the export control requirements for an item.
- 3) The Transferee is responsible for complying with U.S. Export Control Laws and Regulations, including the Export Administration Regulations (EAR) (15 CFR Parts 730-774) and the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130).
 - a) This responsibility exists independent of, and is not established or limited by, the information provided in this statement of compliance.
 - b) The responsibility includes, but is not limited to, determining the subsequent transferee's eligibility to receive such items in accordance with U.S. Export Control Laws and Regulations.
 - c) Information on the EAR and ITAR are at: <https://www.bis.doc.gov/index.php> and <https://www.pmdtc.state.gov/index.html>.
 - d) Tips:
 - i. If Transferee has doubts about which regulation governs control of the item, they may submit a commodity jurisdiction request to the Department of State, Directorate of Defense Trade Controls to determine whether it is subject to the ITAR or EAR. Information on commodity jurisdiction requests can be found at: http://www.pmdtc.state.gov/commodity_jurisdiction/index.html.
 - ii. If Transferee is sure the item is subject to the EAR, but needs help determining the correct Export Control Classification Number (ECCN), they may submit a commodity classification request to the Department of Commerce, Bureau of Industry and Security (BIS). Information on classification requests can be found at: <https://www.bis.doc.gov/index.php/licensing/commerce-control-listclassification/classification-request-guidelines>
 - iii. For items subject to the EAR: Transferee is cautioned that prior to sale or transfer of items they should be familiar with their customer and intended end use; July 2018 use of the items. Transferees must check prospective Transferees/buyers to ensure they are not on the Department of Commerce List of Parties of Concern (<https://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-ofconcern>) and the transfer/sale complies with the EAR, including 15 CFR Part 736. BIS Export Compliance Guidelines are at: <https://www.bis.doc.gov/index.php/forms-documents/pdfs/1641-ecp/file>
- 4) The Transferee must notify all subsequent purchasers or Transferees in writing, of their responsibility to comply with U.S. Export Control Laws and Regulations.
- 5) *Definition.* "Export-controlled items," as used in this statement of compliance, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes:
 - a) "Items," defined in the EAR 15 CFR 772.1. as "commodities", "software", and "technology."
 - b) "Defense Articles, Defense Services, and related Technical Data defined in the ITAR, 22 CFR Part 120.

IV. ENROLLMENT

- A. An LEA will have at least one full-time law enforcement officer in order to enroll and/or receive property via the LESO Program. Only full-time and part-time law enforcement officers are authorized to receive property. Non-compensated reserve officers are not authorized to receive property. State law enforcement training facilities/academies may be authorized to participate in the Program given the primary function is the training of bona fide State/Territory and Local law enforcement officers. Law Enforcement training facilities/academies will be reviewed and approved for participation on a case-by-case basis via concurrence of DLA Disposition Services, DLA General Counsel, and DLA J349.
- B. Unauthorized Participants. Nongovernmental law enforcement entities such as private railroad police, private security, private academies, correctional departments and prisons, or security police at private schools or colleges. Fire departments, by definition, are ineligible for the Law Enforcement Support Program.
- C. The State shall:
- 1) Establish and implement the LESO Program eligibility criteria in accordance with 10 USC§ 2576a, DLA Instructions and Manuals regarding the LESO Program, and this MOA.
 - 2) Receive and process applications for participation from eligible LEAs within their state.
 - 3) Collect originating agency identifier code for all new, reactivation (whether voluntary separation or termination), and otherwise suspicious applications. Originating agency identifier will be coordinated with DLA Office of the Inspector General (OIG) for validation against the Federal Bureau of Investigation's National Crime Information Center database.
 - 4) Ensure only authorized LEA applications for participation are submitted to the Program for approval. Applications are required by the LESO Standard Operating Procedures (SOP) to be submitted within thirty (30) days of both the Chief Law Enforcement Officer (CLEO) and the State's/Territory's approved signature and date.
 - 5) Validate the authenticity of the LEAs within their State/Territory that are applying for participation. If the State/Territory forwards an unauthorized participant application, this may result in a formal suspension of the State/Territory.
 - 6) Determine the qualifications of a full-time law enforcement officer.
 - 7) Have sole discretion to disapprove LEA applications on behalf of the Governor of their State/Territory. The LESO should be notified of any applications disapproved at the State/Territory level. The State/Territory will only forward and recommend/certify LEAs to the LESO that are government agencies whose primary function is the enforcement of applicable Federal, State/Territory, and local laws and whose compensated officers have the powers of arrest and apprehension. The LESO retains final approval/disapproval authority for all LEA applications forwarded by the States/Territories.
 - 8) Ensure LEAs enrolled in the Program update the LEA's account information annually, or as needed. This may require the LEA to submit an updated application. Updated applications are required to be submitted for, but are not limited to, the following reasons: a change in CLEO, the addition or removal of a screener, and/or a change in the LEA's address or contact information.
 - 9) Provide a comprehensive overview of the Program to all LEAs once they are approved for enrollment. This comprehensive overview will be completed within thirty (30) days of an LEA receiving the LESO's approval to participate. Such training may include, but not be limited to use of the DLA's LESO training module on the DLA website.
 - 10) Ensure that screeners of property are employees of the LEA. A screener may only screen property for two Law Enforcement Agencies. Contractors may not conduct screening on behalf of the LEA.
 - a.) Each approved LEA shall have a minimum of two (2), but not more than four (4), screeners.

- 11) Ensure at least one person per LEA maintains access to the Federal Excess Property Management Information System (FEPMIS), or current property accounting system. Account holders will be employees of the LEA.

V. ANNUAL INVENTORY REQUIREMENTS

A. Per the DLA Instructions and Manuals regarding the LESO Program and this MOA, each State/Territory is required to conduct an annual physical inventory certification of all property on the inventory. Annual inventories start on October 1 of each year and end January 31 of each year.

- 1) DEMIL "A" and "Q6" property records will not be closed during the annual inventory.

B. The State shall:

- 1) Receive and validate incoming certified inventories and reconcile inventories from the LEAs.
- 2) Ensure LEAs validate and provide serial numbers and photos identified during the annual inventory process for inclusion in the LESO property accounting system for all aircraft, armored vehicles, small arms and other unique items, as required.
- 3) Suspend a LEA as a result of the LEA's failure to properly submit certified inventories, according to the aforementioned requirements.

C. The LEA Shall:

- 1) Complete and certify the annual physical inventory as required for continued participation in the Program.
- 2) Adhere to additional annual certification requirements as identified by the LESO. All inventories and certification statements will be maintained on file indefinitely.
 - a) The State and LESO requires each LEA to submit certified inventories for their agency by January 31 of each year. The Fiscal Year (FY) is defined as October 1 through September 30 of each year. This gives the LEA four (4) months to physically inventory DLA LESO Program property in their possession and submit their certified inventories to their State Coordinator.
 - b) In addition to the certified inventories, the LESO requires photographs for all High-Profile property received through the Program, identified as aircraft, armored vehicles, small arms, and other unique items as required.
 - i. The LESO requires a side and data plate photo for aircraft and vehicles that are serial number controlled, received through the Program.
 - ii. The LESO requires serial number photos for each small arm received through the Program.
 - c) LEAs that fail to submit the certified annual inventory by January 31 may be suspended from operations within the Program. When a LEA is suspended, a Corrective Action Plan (CAP) will need to be submitted to the State and LESO identifying all actions taken to correct the deficiencies. Further failure to submit the certified annual inventory may result in a LEA's termination.
- 3) Be aware that High-Profile commodities (aircraft, armored vehicles and small arms) and other property may be subject to additional controls.
- 4) Ensure that an approved current SPO is uploaded in FEPMIS.

VI. PROGRAM COMPLIANCE REVIEWS

A. The LESO conducts a PCR for each State/Territory that is enrolled in the LESO Program every two (2) years. The Program reserves the right to conduct no notice PCRs, or require an annual review, or similar inspection, on a more frequent basis for any State/Territory. LESO PCRs are performed in order to ensure that State Coordinators, SPOCs, and all LEAs within a State/Territory are compliant with the terms and conditions of the LESO Program as required by 10 USC § 2576a, DLA Instruction and Manuals regarding the LESO Program, and this MOA.

- 1) If a State/Territory and/or LEA fails a PCR, the LESO will immediately suspend their operations and will subsequently issue corrective actions (with suspense dates) to the State Coordinator, which will identify what is needed to rectify the identified deficiencies within his/her State/Territory.
- 2) If a State/Territory and/or LEA fails to correct identified deficiencies by the given suspense dates, the LESO will move to terminate the Program operations within the State/Territory and/or LEA.
- 3) States/Territories and/or LEAs that fail a PCR review will be suspended for a minimum of sixty (60) days and will not be reinstated until DLA conducts a re- inspection on the State/Territory and the State/Territory and/or LEA successfully passes the inspection.
- 4) During a LESO PCR, it is the Program's intent to physically inventory 100% of property selected for review at each LEA. The use of ECRs in lieu of physical inspection is discouraged during PCRs.

B. The State/Territory shall:

- 1) Support the LESO PCR process by:
 - a) Coordinating and forwarding completed PCR daily events schedule to the selected LEAs to be reviewed.
 - b) Contacting LEAs selected for review via phone and email to ensure they are aware of the PCR schedule and prepared for review.
 - c) Receiving inventory selections from the LESO and forwarding them to the selected LEAs.
 - d) Ensuring the LEA Points of Contact (POCs) gather the selected items in a central location to ensure the LESO can efficiently inventory the items.
 - e) Providing additional assistance to the LESO as required, prior to, during, and upon completion of the PCR.
- 2) Conduct internal PCRs of LEAs participating in the Program in order to ensure accountability, Program compliance, Program eligibility and validate annual inventory submissions are accurate. The State/Territory will ensure an internal PCR of at least 5% of LEAs that have a property book from the LESO Program is completed annually. Results of internal PCRs will be kept on-file at the State Coordinator's Office.
 - a) The internal PCR will include, at a minimum:
 - i. A review of the SPO signed by both parties, ensuring that the SPO is uploaded into the Station Management Utility within FEPMIS.
 - ii. A review of the LEA's application/screener letter.
 - iii. A physical inventory of DLA LESO Program property selected for review at each LEA.

A specific review of each selected LEA's files for the following: DD Form 1348-1A for each item currently on inventory, small arms documentation, transfer documents, turn-in documents, inventory adjustment documents, exception to policy letters (if any), approved cannibalization requests (if any), or other

pertinent documentation as required.

Review and confirm authenticity and eligibility of the LEA.

- b) For uniformity purposes, the State/Territory shall utilize a PCR checklist provided by the LESO, or equivalent.
- c) In cases that require a repossession or turn-in of property, the State/Territory and/or LEA will bear all expenses related to the repossession and/or turn-in/transfer of DLA LESO Program property to the appropriate DLA Disposition Services site.

VII. REPORTING REQUIREMENTS FOR LOST, STOLEN, OR DESTROYED DLA LESO PROGRAM PROPERTY

A. All property Lost, Stolen or Destroyed (LSD), carried on a LEAs current inventory, must be reported to the LESO.

- 1) LSD controlled property must be reported to the LESO within twenty-four (24) hours. The LEA may be required to provide the following:
 - a) A comprehensive police report
 - b) A National Crime Information Center (NCIC) report/entry
- 2) The State/Territory will provide the contact information for the Civilian Governing Body over the LEA involved, to include: Title, Name, Email and mailing address.
- 3) LSD property with a DEMIL Code of "A" and "Q6" must be reported to the LESO within seven (7) days.
- 4) All LEAs participating in the Program will agree to cooperate with investigations into LSD by the DLA OIG.
- 5) A DD 200 Form, Financial Liability Investigation for Property Loss (FLIPL) will be required to be submitted to the LESO for all unaccounted for property.

B. LESO may grant extensions to the reporting requirements listed above on a case-by-case basis.

VIII. AIRCRAFT AND SMALL ARMS

- A. All aircraft are considered controlled property, regardless of DEMIL Code. The SPO will ensure that all LEAs and all subsequent users are aware of, and agree to provide, all required controls and documentation in accordance with applicable laws and regulations for these items.
- B. LEAs no longer requiring small arms issued through the LESO Program will request authorization to transfer or turn-in small arms. Transfers and turn-ins will be forwarded and endorsed by the State/Territory, and approved by the LESO. Small arms will not physically move until the LESO provides official notification that the approval process is complete.

When returning small arms to Anniston Army Depot, LEAs are required to:

- 1) Provide the 1348-1A turn in document that has been approved through the LESO.
- 2) Provide an appointment letter signed by the CLEO, or their designee, appointing the certifier and verifier to that position (found on the LESO website).
- 3) Provide the inert certificate that has been signed by a qualified certifier and verifier.
- 4) Insert a flag safety or chamber flag into the chamber for visual verification that the small arm is clear of ammunition.
- 5) The aforementioned documentation will be placed in a packing slip affixed to the outside of the shipping container. A duplicate set of documents will be placed inside the shipping container.

- C. Small arms that are issued must have a documented chain of custody, with the chain of custody including a signature of the receiving officer indicating that he/she has received the appropriate small arm(s) with the correct, specified serial number(s). Small arms that are issued to an officer will be issued utilizing an Equipment Custody Receipt; this Custody Receipt obtains the signature of the officer/deputy responsible for the small arm.
- D. Modifications to small arms are authorized. All parts are to be retained and accounted for in a secured location under the original serial number for the small arm until final disposal. If the modified small arm is transferred to another LEA, all parts must accompany the small arm to the receiving LEA.
- E. Weapon Accountability. Law enforcement agencies that have multiple instances of a missing, lost, or stolen LESO Program small arm within a five (5) year window will be assessed by DLA Disposition Services to determine if a systemic problem exists.
 - 1) First Instance of Loss/theft: Will result in a sixty (60) day minimum suspension.
 - 2) Second Instance of Loss/theft: Will result in a one hundred and eighty (180) day minimum suspension.
 - 3) Third Instance of Loss/theft: Will result in a two hundred and forty (240) day minimum suspension. DLA Disposition Services will submit a formal assessment presenting all the facts of the instances of loss, relevant data, and evidence as to whether a systemic problem exists to DLA J34 for review and coordination. DLA Disposition Services will recommend potential disciplinary actions which could include recalling the agency's loaned small arms or termination from the Program.
- F. Aircraft and small arms will not be obtained by any authorized participant for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and will be returned to the LESO at the end of their useful life.

IX. RECORDS MANAGEMENT

- A. The LESO, State Coordinator, and LEAs enrolled in the LESO Program must maintain all records in accordance with the DLA Records Schedule. Records for property acquired through the LESO Program have retention controls based on the DEMIL Codes. All documents concerning property records will be retained as follows.
 - 1) Property records for items with DEMIL Codes of "A" and "Q6" will be retained for two (2) calendar years from the date the property is removed from the LEA's property book before being destroyed.
 - 2) Property records for controlled property will be retained for five (5) calendar years from the date the property is removed from the LEA's property book before being destroyed.
 - 3) Environmental Property records will be retained for fifty (50) years, regardless of DEMIL Code (Chemicals, Batteries, Hazardous Material/Hazardous Waste).
 - 4) LESO Program files will be segregated from all other records.
 - 5) All property records will be filed, retained, and destroyed in accordance with DLA Records Schedule. These records include, but are not limited to, the following: DD Form 1348-1A for approved requests for transfers, turn-ins, requisitions, and any other pertinent documentation and/or records associated with the LESO Program (i.e. approved Bureau of

Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 10 and 5, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC 8050-1).

X. LESO PROGRAM ANNUAL TRAINING

- A. 10 USC § 280 provides that the Secretary of Defense, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel in each

State/Territory (including law enforcement personnel of the political subdivisions of each State/Territory). The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the Department of Defense.

- B. The State shall organize and conduct training pertaining to information, equipment, technical support and training available to LEAs via the LESO Program.
- C. The State/Territory shall ensure at least one representative (i.e. the State Coordinator or SPOC) attends the annual training that LESO conducts.

XI. PROPERTY ALLOCATION

A. The State Shall:

- 1) Upon receipt of a valid LEA request for property through the DLA Disposition Services RTD Website, give a preference to those requisitions indicating that the transferred property will be used in the counter-drug/counter-terrorism or border security activities of the recipient agency. Additionally, to the greatest extent possible, the State will ensure fair and equitable distribution of property based on current LEA inventory and LEA justifications for property.
- 2) The State and the LESO reserve the right to determine and/or adjust allocation limits. Generally, no more than one of any item per officer will be allocated. Quantity exceptions may be granted on a case-by-case basis by the LESO based on the justification provided by the LEA. Currently, the following allocation limits apply:
 - a) Small Arms: one (1) of each type for every qualified officer, full-time/part-time;
 - b) HMMWVs/Up-Armored HMMWVs: one (1) vehicle for every three (3) officers;
 - c) MRAPs/Armored Vehicles: two (2) vehicles per LEA;
 - d) Robots: one (1) of each type for every twenty-five (25) officers.
- 3) Additional justification may be required for small arms and armored vehicles. The LESO reserves final authority to determine the approval and/or disapproval for requests of specific types and quantities of excess DoD property.
- 4) Access the DLA Disposition Services RTD Website at a minimum of once daily (Monday - Friday) to review/process LEAs' requests for excess DoD property.

B. The LEA shall:

- 1) Ensure an appropriate justification is submitted when requesting excess DoD property via the DLA Disposition Services RTD Website.
- 2) Access the LESO website for timely and accurate guidance, information, and links concerning the LESO Program and ensure that all relevant information is reviewed.
- 3) When requesting property for counter-drug/counter-terrorism or border security activities, provide a justification that specifies that the property will be used for such activities.
- 4) Maintain access to FEPMIS to ensure the LEA is properly maintaining their property books, to include, but not limited to, transfers, turn-ins, and disposal requests.
 - a) FEPMIS account holders must be employees of the LEA.

XII. PROGRAM SUSPENSION & TERMINATION

- A. The State/Territory/LEA is required to abide by the terms and conditions of the DLA MOA and SPO in order to maintain active status.
- B. If a State Coordinator or LEA fails to comply with any terms of the DLA MOA, Federal statute or regulation, SPO, or a State MOA, the State and/or LEA may be placed on

restricted status, suspended, and/or terminated from the Program. All suspension or termination notifications will be in writing and will identify remedial measures required for reinstatement, if applicable.

- 1) Suspension: A specified period of time in which an entire State/Territory or identified LEA(s) is prohibited from requesting and receiving additional property through the Program. Additional requirements for remedial action may also be placed on suspended activities, to include return of all or specifically identified controlled property. Suspensions will be for a minimum of sixty (60) days.
- 2) Termination: Removal of a LEA or State from participating in the Program. The State Coordinator and/or identified LEAs will transfer or turn-in all controlled property previously received through the Law Enforcement Support Program at the expense of the State and/or the LEAs.
- 3) Restricted Status: A specified period of time in which a State/Territory or LEA is restricted from receiving an item or commodity due to isolated issues with the identified commodity. Restricted status may also include restricting an agency from all controlled property. Restricted status is commonly used for agencies that have active consent decrees from the Department of Justice.

C. The State shall:

- 1) Suspend LEAs for a minimum of sixty (60) days in all situations relating to the suspected or actual abuse of DLA LESO Program property or requirements and/or repeated failure to meet the terms and conditions of this DLA MOA. Suspension may lead to termination.
- 2) Coordinate with the LESO, who will have final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.
- 3) Issue corrective action guidance in coordination with LESO and the LEA with suspense dates to rectify issues and/or discrepancies that caused suspension and/or termination.
- 4) Require the LEA to submit results regarding all completed police investigations and/or reports regarding LSD DLA LESO Program property to include the LEA's CAP.
- 5) Suspend or terminate a LEA from the LESO Program if a LEA fails to comply with any terms of the DLA MOA, the DLA Instruction and Manuals regarding the LESO Program, any Federal statute or regulation, or this State Plan of Operation.
- 6) In the event of a LEA termination, make every attempt to transfer the DLA LESO Program property of the terminated LEA to an authorized State/Territory or LEA, as applicable, prior to requesting a turn-in of the property to the appropriate DLA Disposition Services location.
 - a) In cases relating to an LEA termination, the LEA will have ninety (90) days to complete the transfer or turn-in of all DLA LESO Program property in their possession.
- 7) Notify the LESO and initiate an investigation into any questionable activity or action involving DLA LESO Program property issued to an LEA that comes to the attention of the State/Territory, and is otherwise within the authority of the Governor/State/Territory to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on suspension or termination of the LEA to the LESO. States/Territories, acting on behalf of their Governor, may revoke or terminate their concurrence for LEA participation in the LESO Program at any time and for any reason.
- 8) Request that the LESO suspend or terminate a LEA from the LESO Program if a LEA fails to comply with any term of this MOA, the DLA Instructions and Manuals regarding the LESO Program, any Federal statute or regulation, or the SPO.
- 9) Implement State level LEA suspensions and notify the LESO if a LEA fails to comply with any term of this MOA, the DLA Instructions and Manuals regarding the LESO

Program, any Federal statute or regulation, or the SPO.

- 10) Initiate corrective action to rectify suspensions and/or terminations placed upon the State for failure to meet the terms and conditions of the LESO Program.
- 11) Make contact (until resolved) with suspended LEA(s) within his/her State to ensure corrective actions are rectified by the timeframe provided by the LESO.
- 12) Require the LEAs to complete and submit results regarding all completed police investigations and/or reports regarding LSD DLA LESO Program property. The State/Territory must submit all documentation to the LESO upon receipt.
- 13) Provide documentation to the LESO when actionable items are rectified for the State and/or LEA(s).
- 14) Provide a written request to the LESO for reinstatement of an LEA via the State Coordinator or SPOC(s) for full participation status at the conclusion of a suspension period.
- 15) Provide a written request to the LESO for reinstatement of the State via the Governor for full participation status at the conclusion of a suspension period.

D. The LEA shall:

- 1) In the event of the LEA termination, make every attempt to transfer the DLA LESO Program property to an authorized participating LEA, as applicable, prior to requesting a turn-in of the property to the approved DLA Disposition Services location.
 - a) In cases of a State termination, the State will have one hundred and twenty (120) days to complete the transfer or turn-in of all DLA LESO Program property in their State.
 - b) In cases relating to an LEA termination, the LEA will have ninety (90) days to complete the transfer or turn-in of all DLA LESO Program property in their possession.

XIII. AMMUNITION

A. DLA in support of the United States Army will aid in allocating ammunition to LEAs.

- 1) U.S. Army will issue approved transfers directly to the LEA. LEAs are responsible for funding all costs associated with the packing and shipping of ammunition and will make reimbursements directly to the U.S. Army.
- 2) All ammunition obtained via the Law Enforcement Support Program will be for training purposes only. At the time of request, LEAs will certify in writing that the ammunition will be used for training purposes only. Ammunition will not be obtained for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. Ammunition obtained through the Program shall not be sold.
- 3) Ammunition will be treated as a consumable item and not tracked in any DLA inventory system or inspected during compliance reviews.
- 4) DLA Disposition Services will track and preserve necessary records of ammunition transferred to a LEA and will post all agency requests, approvals, and denials on the public
- 5) Web-page.

XIV. COSTS & FEES

All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the LESO Program are the sole responsibility of the State and/or LEA.

XV. NOTICES

Any notices, communications, or correspondence related to this agreement shall be provided by E-mail, the United States Postal Service, express service, or facsimile to the appropriate DLA office. The LESO may, from time to time, make unilateral modifications or amendments to the provisions of this MOA. Notice of these changes will be provided to State Coordinators in writing. Unless State Coordinators take immediate action to terminate this MOA in accordance with Section XIX, such modifications or amendments will become binding. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator to conform changes affecting their operations.

XVI. ANTI-DISCRIMINATION

- A. By signing this MOA, or accepting excess DOD personal property under this MOA, the State pledges that it and each LEA agrees to comply with applicable provisions of the following national policies prohibiting discrimination:
- 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DOD regulations 32 CR Part 195.
 - 2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90.
 - 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice regulations in 28 CFR Part 41 and DOD regulations at 32 CFR Part 56.
- B. These elements are considered the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DOD.
- C. In addition, all New Jersey LEAs participating in the Program shall comply with the State antidiscrimination laws.

XVII. INDEMNIFICATION CLAUSE

- A. The State/LEA is required to maintain adequate liability insurance to cover damages or injuries to persons or property relating to the use of property issued under the LESO Program. Self-insurance by the State/LEA is considered acceptable. The U.S. Government assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the LESO Program. It is recognized that State and local law generally limit or preclude State Coordinators/LEAs from agreeing to open ended indemnity provisions.

However, to the extent permitted by State and local laws, the State/LEA shall indemnify and hold the U.S. Government harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including states, local and interstate bodies, in any manner caused by or contributed to by the State/LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the State/LEA, its agents, servants, or employees after the property has been removed from U.S. Government control.

- B. LEAs are not required to maintain insurance on controlled property, aircraft or other items with special handling requirements that remain titled to DoD. However, LEAs must be advised that if they elect to carry insurance and the insured property is on the LESO inventory at the time of loss or damage, the recipient must submit a check made payable to DLA for any insurance proceeds received in excess of their actual costs of acquiring and rehabilitating the property prior to its loss, damage, or destruction.

XVIII. TERMINATION

- A. This SPO may be terminated by either party, provided the other party receives thirty (30) days' notice, in writing, or as otherwise stipulated by Public Law.

B. The undersigned State Coordinator and CLEO hereby agrees to comply with all provisions set forth herein and acknowledges that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

XIX. THE PARTIES HERETO have executed this agreement as of the last date written below.

Charles A. Fiore

Charles A. Fiore, Prosecutor, Gloucester County Prosecutor's Office

Charles A. Fiore

Chief Law Enforcement Official Signature

1/24/20

Date (MM/DD/YYYY)

Type / Print State Coordinator Name

State Coordinator Signature

Date (MM/DD/YYYY)

**RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) TRUCKS
FROM WINNER FORD THROUGH STATE CONTRACTS FOR A
TOTAL AMOUNT OF \$53,500.00**

WHEREAS, the County of Gloucester has a need to purchase two (2) 2020 trucks for use as determined by the Division 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 (1) 2020 Ford F-150 XL Supercab with 8ft. body and related package through State Contract #17-FLEET-00212 (\$21,850.00); and, (2) 2020 Ford F-350 Regular Chassis Cab with 9' Platform body and related package through State Contract A88758-T2101 (\$31,650.00), from Winner Ford of 250 Berlin Road, Cherry Hill, NJ 08034-3409; and

WHEREAS, the County Treasurer has certified the availability of funds pursuant to CAF No. 20-00603 for \$21,850.00, and CAF No. 20-00604 for \$31,650.00, to be charged against budget line item 0-01-26-315-001-20672.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the purchase of two (2) 2020 Ford trucks as set forth hereinabove for a total amount of \$53,500.00, is authorized from Winner Ford through State Contract #17-FLEET-00212 and #A88758-T2101; and

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

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on February 5, 2020 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. 20-00603

ORDER DATE: 01/21/20
 REQUISITION NO: R0-13605
 DELIVERY DATE:
 STATE CONTRACT: 17-FLEET-00212
 ACCOUNT NUM:

SHIP TO
 GLOUC. CO. FLEET MANAGEMENT
 1200 N. DELSEA DRIVE
 CLAYTON, NJ 08312
 PHONE 856-307-6440

VENDOR
 WINNER FORD
 250 BERLIN RD
 CHERRY HILL, NJ 08034-3409
 VENDOR #: WINNE018

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	2020 FORD F-150 XL SUPERCAB 8 FT. BODY 2WD MANUF. BODY CODE: X1C WITH 100A PACKAGE CODE, AIR CONDITIONING, 422: CA EMISSIONS, 955: 5.0L V8, 44G: 10 SPEED AUTOMATIC TRANSMISSION, STANDARD AM/FM STERO WITH 6 SPEAKERS, 153: FRONT LICENSE PLATE BRACKET. COLOR: WHITE **PASSED BY RESOLUTION FEBRUARY 5, 2020**	0-01-26-315-001-20672 Pick-Up Trucks	21,850.0000	21,850.00
			TOTAL	21,850.00

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

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.	20-00604

S H I P T O	GLOUC.CO.FLEET MANAGEMENT
	1200 N.DELSEA DRIVE
	CLAYTON, NJ 08312
	PHONE 856-307-6440

V E N D O R	VENDOR #: WINNE018
	WINNER FORD
	250 BERLIN RD
	CHERRY HILL, NJ 08034-3409

ORDER DATE: 01/21/20
REQUISITION NO: R0-13916
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 FRIVE 9' PLATFORM BODY W/ SMOOTH STEEL FLOOR **PASSED BY RESOLUTION: FEBRUARY 5, 2020**	0-01-26-315-001-20672 Pick-Up Trucks	31,650.0000	31,650.00
			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.		I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW
X	VENDOR SIGN HERE		 TREASURER / CFO
	DATE		
	TAX ID NO. OR SOCIAL SECURITY NO.		
	DATE		
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS		DEPARTMENT HEAD	QUALIFIED PURCHASING AGENT
		DATE	

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

C-2

RESOLUTION AUTHORIZING THE PURCHASE OF FOUR (4) 2020 SEDANS FROM HERTRICH FLEET SERVICES, INC. THROUGH STATE CONTRACT FOR A TOTAL AMOUNT OF \$65,804.00

WHEREAS, the County of Gloucester has a need to purchase four (4) 2020 Chevrolet Malibu LS 1FL sedans for use as determined by the Division 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 vehicles (@\$16,451.00 each) for a total amount of \$65,804.00 through State Contract #19-FLEET-00953 from Hertrich Fleet Services, Inc. of 1427 Bay Road, Milford, DE 19963; and

WHEREAS, the County Treasurer has certified the availability of funds pursuant to CAF No. 20-00424, which shall be charged against budget line item #0-01-26-315-001-20610.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the purchase of four (4) 2020 Chevrolet Malibu LS 1FL sedans from Hertrich Fleet Services, Inc. is hereby authorized through State Contract #19-FLEET-00953 for a total amount of \$65,804.00; and

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

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on February 5, 2020 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.	20-00424

SHIP TO	GLOUC.CO.FLEET MANAGEMENT 1200 N.DELSEA DRIVE CLAYTON, NJ 08312 PHONE 856-307-6440
	VENDOR #. HERTR010 HERTRICH FLEET SERV INC. 1427 BAY ROAD MICHAEL WRIGHT MILFORD, DE 19963

ORDER DATE: 01/15/20
REQUISITION NO: R0-13797
DELIVERY DATE:
STATE CONTRACT: 19-FLEET-00953
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
4.00	2020 CHEVROLET MALIBU LS 1FL SEDAN. FRONT WHEEL DRIVE. 1.5L TURBO DOHC 4-CYLINDER D1 WITH VARIABLE VALVE TIMING(VVT)160 HP ENGINE. CONTINUOUSLY VARIABLE TRANSMISSION, NORTHEAST EMSSIONS. COLOR: SUMMIT WHITE PASSED BY RESOLUTION: FEBRUARY 5, 2020	0-01-26-315-001-20610 Automobiles	16,451.0000	65,804.00
			TOTAL	65,804.00

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

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

**RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC.
FROM MARCH 13, 2020 TO MARCH 12, 2022 IN AN AMOUNT
NOT TO EXCEED \$750,000.000 PER YEAR**

WHEREAS, the County of Gloucester (hereinafter the "County") advertised for the receipt of public bids for the furnishing of milling and profiling services for the County as per PD-020-001; and

WHEREAS, bids were publicly received and opened by the County on January 15, 2020, and after following proper public bidding procedure, it was determined that South State, Inc., with an address of 202 Reeves Road, P.O. Box 68, Bridgeton, NJ 08302, was the lowest responsive and responsible bidder, for a total contract amount not to exceed \$750,000.00 per year; and

WHEREAS, the County's Purchasing and Engineering Departments recommend award of a contract to South State; 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 are required at this time. Continuation of the contract beyond December 31, 2020 and December 31, 2021 is conditioned upon approval of the 2020 and 2021 Gloucester County budgets, and any further extension would be subject to approval of subsequent County budgets.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, is hereby authorized to execute and the Clerk of the Board to attest to, a contract with South State, Inc. for the furnishing of milling and profiling services as per PD-020-001, per the prices submitted in its bid, in a total amount not to exceed \$750,000.00 per year from March 13, 2020 to March 12, 2022, with the County having the option to extend the contract for two (2) one-year periods or one (1) two-year period; and

BE IT FURTHER RESOLVED that before any purchase be made or service rendered pursuant to the within award, a certification must be obtained from the County Treasurer certifying that sufficient funds are available at that time for that particular 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 of the County of Gloucester, held on February 5, 2020 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
SOUTH STATE, INC.**

THIS CONTRACT is made effective this 5th day of **February, 2020** by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **SOUTH STATE, INC.**, a New Jersey Corporation, with an address of 202 Reeve Road, P.O. Box 68, Bridgeton, NJ 08302, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, the County has a need for milling and profiling services as per PD-020-001 (the "Project"); and

WHEREAS, Contractor represents that it is qualified to perform said services by providing all labor and materials necessary for the Project, and desires to so perform pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **TERM**. This Contract shall be for a period of two (2) years from March 13, 2020 to March 12, 2022, with the County having the option to extend the contract for two (2) one-year periods or one (1) two-year period.
2. **COMPENSATION**. Contractor shall be compensated in an amount not to exceed \$750,000.00 per year as per the Specifications issued by the County identified as PD-020-001 (hereinafter the "Specifications"), and the unit prices set forth in Contractor's bid response for the Project (hereinafter the "Bid").

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

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in this Contract and Specifications PD-020-001, which are incorporated herein in their entirety, and made a part hereof by reference.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the Specifications, as well as all applicable laws and regulations.

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.** If the Contractor, or any of its subcontractors, is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which

license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

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

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

C. If, through any cause, the Contractor, 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, 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.

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

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

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

If Contractor is a member of a profession 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.

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

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

12. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ

such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

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

14. PROCEDURE FOR PAYMENT OF BILLS. The Contractor shall bill on a monthly basis for work performed pursuant to this Contract, including interim bills, final bills and bills for the release of retainage.

The Contractor shall submit its bill only on the County's periodic billing date.

The periodic billing date for such bills shall be that date which is 20 days prior to the second monthly meeting of the County Board of Chosen Freeholders, (the "Bill Approval Meeting"). At each such Bill Approval Meeting, the Board of Freeholders shall approve and certify the submitted bills, and direct that payment be made within ten (10) days of such meeting date.

All bills received for a particular billing cycle shall be deemed to have been received on the billing date.

The County shall examine the bills submitted on the periodic billing date prior to the Bill Approval Meeting. In the event that the County shall determine that all or some portion of the payment should be withheld, the County shall notify the Contractor in writing of the amount withheld and of their reasons for withholding payment.

The balance of the bill will be presented for payment at the Bill Approval Meeting.

Either party to this Contract may demand that a dispute concerning whether a party has failed to make payments pursuant to the provisions of N.J.S.A. 2A:30A-1 et. seq., be submitted to non-binding mediation.

If mediation is demanded, it shall be demanded consistent with the County's provisions concerning Alternative Dispute Resolution for contracts to which N.J.S.A. 40A:11-50 is applicable. Those provisions are set forth below, [Note: Alternative Dispute Resolution shall not be available with regard to disputes concerning the bid solicitation or award process or the formation of contracts or subcontracts entered into pursuant to the New Jersey Local Public Contracts Law.]

The County's Alternative Dispute Resolution procedure is as follows:

- A. Controversies and Claims Subject to Mediation.** Any controversy or claim arising out of or related to the contract, or the breach thereof, shall be settled by mediation. If a dispute between County and Contractor arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through non-binding mediation.

- B. Contract Performance Pending Mediation.** During mediation proceedings, Contractor shall continue to perform, and County shall continue to make payments pursuant to the terms of the Contract.
- C. When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

Demand for mediation of any claim shall not be made until the earlier of the following:

- (a) five (5) business days after the other party has provided its written response to the aggrieved party's notice of dispute;
- (b) 30 days have passed after submission of the original, written claim by the aggrieved party and the other party has not responded.

If the written response from the other party does not resolve the dispute, the aggrieved party shall have 30 days from the delivery of the other party's response to file a demand for mediation. If the aggrieved party fails to do so, it shall be deemed to have waived its right pursuant to this contract to demand Alternative Dispute Resolution.

A party who files a "Notice of Demand for Mediation" must assert in the demand all claims then known to that party for which mediation may be demanded. If a party fails to include a claim because of excusable neglect, or when a claim has matured or been acquired subsequently, the mediator or mediators may permit amendments.

- D. Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation. The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as mediator. Each party shall rank the proposed mediators in order of preference.

The fifth and any lower ranked persons on each list will be excluded from further consideration.

The chosen mediator shall be the remaining person who is the combined highest

ranking mediator on both preference lists, after deleting all excluded persons.

In the event of a tie, the mediator shall be chosen by lot.

- E. **Procedures at Mediation.** The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, if the parties cannot agree, as may be determined by the mediator.

The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

- F. **Cost of Mediation.** Each party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.

- G. **Failure of Mediation.** If a good faith effort to resolve the dispute through mediation is unsuccessful, either party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, either party may submit the dispute to the Superior Court of New Jersey, Gloucester County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

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

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

22. **CONTRACT PARTS.** This Contract consists of this Contract and the annexed Rider for "Differing Site Conditions", the Specifications, and Contractor's bid response, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and Rider and the Specifications, then this Contract and Rider shall prevail. If there should occur a conflict between either this form of Contract or the Specifications and the bid response, then this Contract and Rider, and the Specifications shall prevail.

THIS CONTRACT is effective as of this 5th day of **February, 2020.**

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

ATTEST:

COUNTY OF GLOUCESTER

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

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

SOUTH STATE, INC.

**By:
Title:**

RIDER
DIFFERING SITE CONDITIONS

A. Differing Site Conditions.

(1) If the Contractor encounters differing site conditions during the progress of the work of the contract, the Contractor shall promptly notify the contracting unit in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.

(2) Upon receipt of a differing site conditions notice in accordance with paragraph one (1) of this subsection, or upon the County (hereinafter "Contracting unit") otherwise learning of differing site conditions, the Contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.

(3) If the Contracting unit determines different site conditions that may result in additional costs or delays exist, the Contracting unit shall provide prompt written notice to the Contractor containing directions on how to proceed.

(4) (a) The Contracting unit shall make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the Contractor.

(b) If both parties agree that the Contracting unit's investigation and directions decrease the Contractor's costs or time of performance, the Contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance.

(c) If the Contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the Contracting unit shall so advise the Contractor, in writing, and the Contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the Contracting unit for additional compensation or time attributable to the alleged differing site conditions.

(5) Execution of the contract by the Contractor shall constitute a representation that the Contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.

(6) As used in this subsection, "differing site conditions" mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

B. Suspension of Work Provisions.

(1) The Contracting unit shall provide written notice to the Contractor in advance of any suspension of work lasting more than ten (10) calendar days of the performance of all or any portion of the work of the contract.

(2) If the performance of all or any portion of the work of the contract is suspended by the Contracting unit for more than ten (10) calendar days due to no fault of the Contractor or as a consequence of an occurrence beyond the Contracting unit's control, the Contractor shall be entitled

to compensation for any resultant delay to the project completion or additional Contractor expenses, and to an extension of time, provided that, to the extent feasible, the Contractor, within ten (10) calendar days following the conclusion of the suspension, notifies the Contracting unit, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information may thereafter be supplemented by the Contractor as needed and as may be reasonably requested by the Contracting unit. Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.

(3) Upon receipt of the Contractor's suspension of work notice in accordance with paragraph (2) of this subsection, the Contracting unit shall promptly evaluate the Contractor's notice and promptly advise the Contractor of its determination on how to proceed in writing.

(4) (a) If the Contracting unit determines that the Contractor is entitled to additional compensation or time, the Contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date.

(b) If the Contracting unit determines that the Contractor is not entitled to additional compensation or time, the Contractor shall proceed with the performance of the contract work, and shall be entitled to pursue a suspension of work claim against the Contracting unit for additional compensation or time attributable to the suspension.

(5) Failure of the Contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the Contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the Contractor actually prejudiced the Contracting unit's ability to adequately investigate and defend the claim.

C. Change in Character of Work Provisions.

(1) If the Contractor believes that a change directive by the Contracting unit results in a material change to the contract work, the Contractor shall so notify the Contracting unit in writing. The Contractor shall continue to perform all work on the project that is not the subject of the notice.

(2) Upon receipt of the Contractor's change in character notice in accordance with paragraph (1) of this subsection, the Contracting unit shall promptly evaluate the Contractor's notice and promptly advise the Contractor of its determination on how to proceed in writing.

(3) (a) If the Contracting unit determines that a change to the Contractor's work caused or directed by the Contracting unit materially changes the character of any aspect of the contract work, the Contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its changes in character, or as otherwise mutually agreed upon by the Contractor and the Contracting unit prior to the Contractor performing the subject work.

(b) If the Contracting unit determines that the Contractor is not entitled to additional compensation or time, the Contractor shall continue the performance of all contract work, and shall be entitled to pursue a claim against the Contracting unit for additional compensation or time attributable to the alleged material change.

(4) As used in this subsection, "material change" means a character change which increases or decreases the Contractor's cost of performing the work, increases or decreases the amount of time by

which the Contractor completes the work in relation to the contractually required completion date, or both.

D. Change in Quantity Provisions.

(1) The Contracting unit may increase or decrease the quantity of work to be performed by the Contractor.

(2) (a) If the quantity of a pay item is cumulatively increased or decreased by 20 percent or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity.

(b) If the quantity of a pay item is increased or decreased by more than 20 percent from the bid proposal quantity, the quantity change shall be considered a major change in quantity.

(3) For any minor change in quantity, the Contracting unit shall make payment for the quantity of the pay item performed at the bid price for the pay item.

(4) (a) For a major increase in quantity, the Contracting unit or Contractor may request to renegotiate the price for the quantity in excess of 120 percent of the bid proposal quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the Contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid.

(b) For a major decrease in quantity, the Contracting unit or Contractor may request to renegotiate the price for the quantity of work performed. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the Contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid; provided, however, that the Contracting unit shall not make a payment in an amount that exceeds 80 percent of the value of the bid price multiplied by the bid proposal quantity.

(5) As used in this subsection, the term "bid proposal quantity" means the quantity indicated in the bid proposal less the quantities designated in the project plans as "if and where directed."

RESOLUTION AUTHORIZING CONSENT TO THE PROPOSED WATER QUALITY MANAGEMENT (WQM) PLAN AMENDMENT ENTITLED CRISTAUDO TRACT SUBDIVISION

WHEREAS, the County wants to provide for the orderly development of wastewater conveyance and treatment facilities within the County; and

WHEREAS, the New Jersey Department of Environmental Protection (“NJDEP”) requires that proposed wastewater treatment and conveyance facilities and wastewater treatment service areas, as well as related subjects, be in conformance with an approved Water Quality Management (WQM) plan; and

WHEREAS, the NJDEP has established the WQM plan amendment procedure as the method of incorporating unplanned facilities into a WQM plan; and

WHEREAS, a proposed WQM plan amendment, prepared by Consulting Engineer Services, noticed in the New Jersey Register on January 6, 2020 for East Greenwich Township was submitted on behalf of the Cristaudo Tract Subdivision in accordance with N.J.A.C.7:15-3.4; and

WHEREAS, the County Engineer and Planner have reviewed the proposed amendments to the Tri-County Water Management Plan for the Cristaudo Tract Subdivision and recommends approval of the WQM plan amendments.

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

1. The County hereby consents to the amendments proposed by the WQM plan amendments set forth in the January 6, 2020 public notice and hereby endorses the update of the Gloucester County Utilities Authority Wastewater Management Plan, the Gloucester County Utilities Authority (GCUA) sewage treatment plant (STP) sewer service area (SSA), as well as the Tri- County Water Quality Management Plan (WQMP) amendments based on the plan prepared and submitted for East Greenwich Township on behalf of the Cristaudo Tract Subdivision and recommended by the County Engineer and Planner, for the Purpose of its incorporation into the applicable WQM plan.
2. This consent shall be submitted to the NJDEP in accordance with N.J.A.C. 7:15-3.4.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, February 5, 2020, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

Laurie J. Burns, Clerk of the Board





consulting engineer services
Engineers, Planners, and Land Surveyors

December 27, 2019

Robert M. Damminger, Freeholder Director
Gloucester County Board of Chosen Freeholders
P.O. Box 337
Woodbury, New Jersey 08096

Norman K. Rodgers, III, PE, PLS, CME, CPWM, President
Marie Baaden, PE, CME, Vice President-Municipal Services
Tony Lecane, Vice President-Surveying Services
Steven M. Shriver, Vice President-Business Development
Jay F. Sims, PE, PP, CME, Vice President-Land Development
Michael R. Brown, PE, CME, Associate
Adam R. Grant, PLS, Associate
Paul A. Witthohn, PE, CME, Associate
Henry J. Haley, PE, PP, CME, CEO Emeritus

Peter G. Burgess, PE, PLS, CME
Nick Cooke, PE
Michael C. Dupras, MS
Alan J. Ippolito, PE, CME
Lorraine M. Lawyer, PLS
Erik Littlehales, PE
Jarod Thomas, PE

RE: Proposed Amendment to the Tri-County Water Quality Management (WQM) Plan and East Greenwich Township Wastewater Management Plan (WMP) for the Cristaudo Tract Subdivision - Block 1403, Lots 8.01 and 14 East Greenwich Township, Gloucester County NJDEP Program Interest No. 435433 AMD180004

Dear Mr. Damminger:

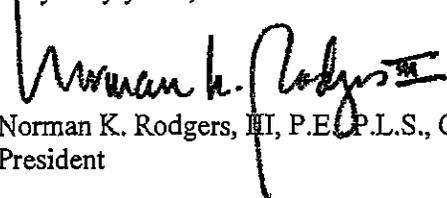
The purpose of this letter is to request a written statement of consent from the County for the above-cited proposed WQMP amendment. State of New Jersey regulations (NJAC 7:15) require that all governmental entities, sewerage agencies, and BPU related sewer and water utilities that may be affected by, or otherwise have a substantial interest in, approval of the amendment proposal, shall be requested to issue a written statement of consent. In consideration of this requirement, the County is hereby requested to issue a statement of consent on the attached amendment proposal. A statement of consent by a governmental unit shall be in the form of a resolution by that unit's governing body.

Pursuant to NJAC 7:15-3.4, this written statement of consent is required within sixty (60) days of your receipt of this letter. Enclosed, as an aid to you to ensure that the resolution is satisfactorily worded, is a "model" resolution. Should you determine that your governing body does not support the amendment proposal, you may submit a resolution to that effect, which shall specify the reasons why the amendment proposal is not supported. A copy of the resolution should be sent to us as well as to the New Jersey Department of Environmental Protection (NJDEP), Division of Coastal and Land Use Planning, PO Box 420, Mail Code 401-07C, 401 East State Street, 7th Floor, Trenton, NJ 08625-0420.

Please be aware that if you do not submit the requested resolution, the NJDEP maintains the option of considering approval of the proposed amendment. Therefore, it is in your best interest to submit a resolution defining your position so that the NJDEP may consider it in their decision-making process on the amendment proposal.

If you have any questions on this matter, please contact me at this office.

Very truly yours,


Norman K. Rodgers, III, P.E., P.L.S., CME, CPWM
President

Enc. (Public Notice, and "Sample" Resolution)

cc: Theresa Ziegler, Gloucester County Planning Board
Bruce S. Friedman, Director Div. of Water Monitoring & Standards
Lucy Cristaudo

645 Berlin-Cross Keys Road, Suite 1, Sicklerville, N.J. 08081
856-228-2200 Fax 856-232-2346 design@ces-1.com www.ces-1.com
NJ Certificate of Authorization #24GA27957700

P:\Projects\3355-03\correspondence\WQM Consent Letter.docx

ENVIRONMENTAL PROTECTION

WATER RESOURCE MANAGEMENT

DIVISION OF WATER MONITORING AND STANDARDS

Proposed Amendment to the Tri-County Water Quality Management Plan

Public Notice

Take notice that the New Jersey Department of Environmental Protection (Department) is seeking public comment on a proposed site specific amendment to the Tri-County Water Quality Management (WQM) Plan in accordance with the New Jersey Water Quality Planning Act, N.J.S.A. 58:11A-et seq., and the Water Quality Management Planning rules, N.J.A.C. 7:15. The proposed amendment (Program Interest No. 435433, Activity No. AMD180004) would expand the sewer service area (SSA) of the Gloucester County Utilities Authority (GCUA) Sewage Treatment Plant by 8.27 acres to serve a proposed residential development on Block 1403, Lots 8.01 and 14, East Greenwich Township, Gloucester County. The proposed project, identified as "Cristaudo Tract Subdivision", includes 17 three-bedroom single family homes and would generate a projected wastewater flow of 5,100 gallons per day (gpd) to be received by the GCUA Sewage Treatment Plant, NJPDES No. NJ0024686, based on flow calculated in accordance with N.J.A.C. 7:14A-23.3. The proposed amendment has been reviewed pursuant to the Water Quality Management Planning rules at N.J.A.C. 7:15. This notice represents the Department's determination that the amendment is compliant with the regulatory criteria at N.J.A.C. 7:15-3.3, 3.5, 4.4 and 4.5, as described below.

In accordance with N.J.A.C. 7:15-3.3(b), site specific amendments are limited to modifications of the eligible sewer service area needed to address a specific project or activity. N.J.A.C. 7:15-3.5(j)2 requires that site specific amendments proposing to add 100 or more acres or generating 20,000 gpd or more of wastewater must update the wastewater treatment capacity analysis prepared in accordance with N.J.A.C. 7:15-4.5(b) to include the proposed project or activity. The proposed project will add less

than 100 acres and will generate less than 20,000 gpd of wastewater; therefore, update of the wastewater treatment capacity analysis is not required.

Pursuant to N.J.A.C. 7:15-4.4(d), the following are not eligible for delineation as sewer service areas, except as otherwise provided at N.J.A.C. 7:15-4.4(i) through (l): environmentally sensitive areas (ESAs) identified under N.J.A.C. 7:15-4.4(e) as endangered or threatened wildlife species habitat, Natural Heritage Priority Sites, riparian zones of Category One waters and their tributaries, or wetlands; coastal planning areas identified under N.J.A.C. 7:15-4.4(f); and ESAs subject to 201 Facilities Plan grant conditions under N.J.A.C. 7:15-4.4(g). The Department conducted an evaluation of the project site using a GIS shapefile provided by the applicant compared to the Department's GIS data layers available at <http://www.nj.gov/dep/gis/listall.html> and/or other information as noted below, to determine the presence of any such areas in accordance with N.J.A.C. 7:15-4.4(e) through (g) and made the following findings:

- The Department determined that the expanded sewer service area does not contain any areas mapped as threatened and endangered wildlife species habitat Rank 3, 4 or 5 on the Department's Landscape Maps of Habitat for Endangered, Threatened or Other Priority Wildlife based on the "Landscape Project Data" Version 3.3 GIS data layers in accordance with N.J.A.C. 7:15-4.4(e)1.
- The Department determined that the expanded sewer service area does not contain any areas mapped as Natural Heritage Priority Sites based on the "Natural Heritage Priority Sites" GIS data layer in accordance with N.J.A.C. 7:15-4.4(e)2.
- The Department determined that the expanded sewer service area does not contain any Category One (C1) waters or 300-foot riparian zones along any C1 waters or upstream tributaries within the same HUC-14 watershed of any C1 waters based on the "Surface Water Quality Standards" GIS data layer in accordance with and N.J.A.C. 7:13-4.1(c)1 and N.J.A.C. 7:15-4.4(e)3.

- The Department determined that the expanded sewer service area does not contain any wetlands based on the "Wetlands 2012" GIS data layer and confirmed by Freshwater Wetlands Letter of Interpretation (LOI)/ Activity Number File #__0803-17-0003.1 / FWW170001.
- The Department determined that the expanded sewer service area does not contain any Coastal Fringe Planning Areas, Coastal Rural Planning Areas, or Coastal Environmentally Sensitive Planning Areas mapped on the CAFRA Planning Map based on the "CAFRA Layers" GIS layer in accordance with 7:15-4.4(f).
- The Department determined that there are no 201 Facilities Plan grant conditions applicable to the project site based on the USEPA list of New Jersey Counties with ESA Grant Conditions at <https://www.epa.gov/npdes-permits/environmentally-sensitive-area-esa-grant-condition-waiver-program-region-2> in accordance with N.J.A.C. 7:15-4.4(g).

Pursuant to N.J.A.C. 7:15-4.4(h)1 and 2, the Department considered the land uses allowed in zoning ordinances and future land uses shown in municipal or county master plans and determined that the expanded sewer service area is consistent with land uses allowed by local zoning and the county and local master plans.

This notice is to inform the public that an amendment to the Tri-County WQM Plan has been proposed. All information related to the proposed amendment is located at:

Gloucester County Planning Division

1200 North Delsea Drive

Clayton, New Jersey 08312

AND

New Jersey Department of Environmental Protection

Division of Water Monitoring and Standards

Bureau of Environmental Analysis, Restoration and Standards

Water Quality Management Planning Program

P.O. Box 420, Mail Code 401-041

401 East State Street

Trenton, New Jersey 08625-0420

The Department's file is available for inspection through the Open Public Records Act. Requests can be made on-line at <http://www.nj.gov/dep/opra/>.

Interested persons may submit written comments on the proposed amendment to the Department at the address cited above. Comments should reference Program Interest No. 435433, Activity No. AMD180004 and must be submitted within 30 days of the date of this public notice. A copy of the written comments should also be sent to:

Ms. Theresa Ziegler
Gloucester County Planning Division
1200 North Delsea Drive
Clayton, New Jersey 08312

AND

Mr. Norman Rodgers
Consulting Engineer Services
645 Berlin Cross Keys Road Suite 1
Sicklerville, New Jersey 08081

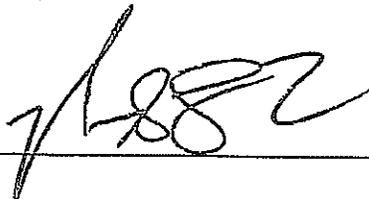
Interested persons may also request in writing that the Department hold a non-adversarial public hearing on the amendment or extend the public comment period specified in this notice. Such requests should reference Program Interest No. 435433, Activity No. AMD180004 and must demonstrate sufficient public interest for the public hearing or extension of the comment period, as defined under N.J.A.C. 7:1D-

5.2(d). The request must be submitted within 30 days of the date of this notice to the Department address cited above. Should the Department decide to hold a public hearing, additional notice will be published in a future New Jersey Register and the comment period will be extended to 15 days after the public hearing date. All comments submitted prior to the close of the comment period shall be considered by the Department before making a final decision on the proposed amendment.

Sewer service is not guaranteed by adoption of this amendment since it represents only one part of the permit process and other issues may need to be addressed. Inclusion in the sewer service area as a result of the approval of this amendment does not eliminate the need to obtain all necessary permits, approvals or certifications required by any Federal, State, County or municipal review agency with jurisdiction over this project/activity.

11/5/19

Date



Bruce S. Friedman, Director

Division of Water Monitoring and Standards

F-1

**RESOLUTION AUTHORIZING AMENDMENTS TO FOUR AGREEMENTS
REFLECTING CONTRACTOR'S CORPORATE NAME CHANGE AND ACQUISITION**

WHEREAS, the County of Gloucester has previously entered into the following Agreements with Robins' Nest, Inc. (Robins' Nest) and NewPoint Behavioral Health Care, Inc. (NewPoint) to provide various services for qualifying County residents:

<u>RFP No.</u>	<u>Provider</u>	<u>Amt not to Exceed</u>	<u>Term</u>
• RFP-17-031	Robins' Nest	\$25,000.00 per year	1/1/18 – 12/31/20
• RFP-18-023	Robins' Nest	\$300,000.00 per year	7/1/18 – 6/30/21
• RFP-19-043	Robins' Nest	\$25,000.00 per year	9/1/19 – 8/31/20
• RFP-19-016	NewPoint	\$213,500.00 per year	1/1/19 – 12/31/21; and

WHEREAS, on January 10, 2020, the County of Gloucester received notice and verification that Robins' Nest, Inc. changed its corporate name to Acenda, Inc., a New Jersey nonprofit corporation, d/b/a Acenda Integrated Health, 42 South Delsea Drive, Glassboro, NJ 08028, and that Acenda, Inc. acquired NewPoint on July 1, 2019; and

WHEREAS, Acenda, Inc. is requesting that the appropriate name changes be executed on their existing contractual agreements with the County.

NOW, THEREFORE BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute, and the Clerk of the Board to attest to the necessary contractual amendments; and

BE IT FURTHER RESOLVED that the Board of Chosen Freeholders of the County of Gloucester hereby acknowledges that Robins' Nest, Inc. and New Point Behavioral, Inc. are now Acenda, Inc., d/b/a Acenda Integrated Health, and that all other terms and provisions of the original Agreements that have not been amended herein shall remain in full force and effect.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 5, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

**CONTRACT AMENDMENT
BETWEEN
ACENDA, INC. d/b/a ACENDA INTEGRATED HEALTH
AND THE
COUNTY OF GLOUCESTER**

THIS is an **AMENDMENT** to a contract entered into on the 19th day of December, 2018, (Per RFP #19-016), by and between **NEWPOINT BEHAVIORAL HEALTH CARE, INC.** now known as **ACENDA, INC. d/b/a ACENDA INTEGRATED HEALTH** with offices at 42 South Delsea Drive, Glassboro, NJ 08028, 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 Contractor acquired NewPoint Behavioral Health Care, Inc. (NewPoint) on July 1, 2019 and shall now reflect the company name as Acenda, Inc. d/b/a Acenda Integrated Health

Acenda Inc. agrees to be bound by the same Contract and provisions thereof entered into by the County of Gloucester with NewPoint on December 19, 2018

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

THIS AMENDMENT is effective as of the 5th day of February, 2020.

ATTEST:

COUNTY OF GLOUCESTER

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

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**ACENDA, INC. d/b/a ACENDA INTEGRATED
HEALTH**

**By:
Title:**

**CONTRACT AMENDMENT
BETWEEN
ACENDA, INC. d/b/a ACENDA INTEGRATED HEALTH
AND THE
COUNTY OF GLOUCESTER**

THIS is an **AMENDMENT** to a contract entered into on the 17th day of January, 2018, (Per RFP #17-031), by and between **ROBINS' NEST, INC.** now known as **ACENDA, INC. d/b/a ACENDA INTEGRATED HEALTH** with offices at 42 South Delsea Drive, Glassboro, NJ 08028, 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 entered into with Robins' Nest, Inc. (Robins' Nest) shall now reflect the company name as Acenda, Inc. d/b/a Acenda Integrated Health

Acenda Inc. agrees to be bound by the same Contract and provisions thereof entered into by the County of Gloucester with Robins' Nest, on January 17, 2018

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

THIS AMENDMENT is effective as of the 5th day of **February, 2020**.

ATTEST:

COUNTY OF GLOUCESTER

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

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**ACENDA, INC. d/b/a ACENDA INTEGRATED
HEALTH**

**By:
Title:**

**CONTRACT AMENDMENT
BETWEEN
ACENDA, INC. d/b/a ACENDA INTEGRATED HEALTH
AND THE
COUNTY OF GLOUCESTER**

THIS is an **AMENDMENT** to a contract entered into on the 6th day of June, 2018, (Per RFP #18-023), by and between **ROBINS' NEST, INC.** now known as **ACENDA, INC. d/b/a ACENDA INTEGRATED HEALTH** with offices at 42 South Delsea Drive, Glassboro, NJ 08028, 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 entered into with Robins' Nest, Inc. (Robins' Nest) shall now reflect the company name as Acenda, Inc. d/b/a Acenda Integrated Health

Acenda Inc. agrees to be bound by the same Contract and provisions thereof entered into by the County of Gloucester with Robins' Nest on June 6, 2018.

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

THIS AMENDMENT is effective as of the 5th day of **February, 2020.**

ATTEST:

COUNTY OF GLOUCESTER

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

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**ACENDA, INC. d/b/a ACENDA INTEGRATED
HEALTH**

**By:
Title:**

**CONTRACT AMENDMENT
BETWEEN
ACENDA, INC. d/b/a ACENDA INTEGRATED HEALTH
AND THE
COUNTY OF GLOUCESTER**

THIS is an **AMENDMENT** to a contract entered into on the 28th day of August, 2019, (Per RFP #19-043), by and between **ROBINS' NEST, INC.** now known as **ACENDA, INC. d/b/a ACENDA INTEGRATED HEALTH** with offices at 42 South Delsea Drive, Glassboro, NJ 08028, 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 entered into with Robins' Nest, Inc. (Robins' Nest) shall now reflect the company name as Acenda, Inc. d/b/a Acenda Integrated Health

Acenda Inc. agrees to be bound by the same Contract and provisions thereof entered into by the County of Gloucester with Robins' Nest on August 28, 2019

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

THIS AMENDMENT is effective as of the 5th day of **February, 2020**.

ATTEST:

COUNTY OF GLOUCESTER

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

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**ACENDA, INC. d/b/a ACENDA INTEGRATED
HEALTH**

**By:
Title:**



ACENDA
INTEGRATED HEALTH

January 10, 2020

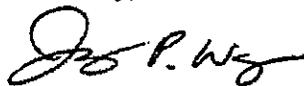
County of Gloucester
2 South Broad Street
Woodbury, NJ 08096

RE: Robins' Nest Inc. Merger and Name Change

To Whom It May Concern:

Robins' Nest Inc. acquired Cape Counseling Services, Inc. and NewPoint Behavioral HealthCare, Inc. on July 1, 2019. At the same time, Robins' Nest Inc. changed its name to Acenda, Inc. There was no change in ownership or management of Robins' Nest Inc. No individual or entity had any ownership interest in Robins' Nest Inc., and, likewise, no individual or entity has any ownership interest in Acenda, Inc. There was no change in our EIN (23-7001477), DUNS # (022728588), or address (42 Delsea Drive South, Glassboro, NJ 08028). For our 2020 contract renewals, please reflect this change in name to Acenda, Inc.

Sincerely,



Jeremy Wampler, CPA
SVP of Finance

Headquarters

42 Delsea Drive South, Glassboro, NJ 08028

P: 844-4-ACENDA F: 856-881-5508

acendahealth.org





STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: ACENDA, INC.
Trade Name:
Address: 42 SO DELSEA DR
GLASSBORO, NJ 08028-2621
Certificate Number: 0822301
Effective Date: February 09, 1970
Date of Issuance: September 09, 2019

For Office Use Only:
20190909110511037

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Acenda, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u> 1 </u> Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 42 Delsea Drive South	Requester's name and address (optional)
6 City, state, and ZIP code Glassboro, NJ 08028	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number																					
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2	3	-	7	0	0	1	4	7	7												

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶

Date ▶ **8/5/19**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

RESOLUTION AUTHORIZING THE DIVISION OF SOCIAL SERVICES TO MAKE ALL NECESSARY STATE-MANDATED PAYMENTS FROM ITS "ASSISTANCE ACCOUNT" FOR VARIOUS PURPOSES AS REQUIRED BY THE STATE TEMPORARY ASSISTANCE TO NEEDY FAMILIES AND FEDERAL SUPPLEMENTAL SECURITY INCOME PROGRAMS

WHEREAS, the Temporary Assistance to Needy Families (TANF) Program is a program existing under the State Work First New Jersey laws; and

WHEREAS, included under the TANF program are payments made on a case-by-case, as-needed basis for the benefit of qualifying families for such purposes as emergency housing in shelters and motels, rental assistance, transportation, and furniture and household items; and

WHEREAS, the State and Federal Government provides ninety-five percent (95%) of the funds for such payments and requires the County to provide five percent (5%); and

WHEREAS, the Supplemental Security Income Program (SSI) is a federal program administered by the State, that provides benefits to certain elderly and disabled persons; and

WHEREAS, included under the SSI program are funds for burials and emergency assistance, and quarterly "State supplement to SSI payments" funds; and

WHEREAS, the State initially provides seventy-five percent (75%) of such SSI funds and requires the County to provide twenty-five percent (25%), all of which share is ultimately refunded to the County by the State; and

WHEREAS, the funds that must be paid or advanced by the County under the TANF and SSI programs are placed in the Gloucester County Division of Social Services "Assistance Account", and the various payments are made by that agency on an as-needed basis as required under the program; and

WHEREAS, in anticipation of the amount of funds that will be required for such purposes in the year 2020, the amount of \$604,995.00 is being allocated to the Social Services Assistance Account; however, neither the actual amount or purpose of any given payment nor the actual total amount of payments can be determined beforehand, and therefore the actual total amount is subject to change as such payments are required by State law regardless of total amount; and

WHEREAS, the Division of Social Services is the agency that administers the County's obligations under the TANF and SSI programs and is therefore the appropriate agency to make such payments from the account.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Gloucester County Division of Social Services be and is hereby authorized to make all necessary payments from its "Assistance Account" on an as-needed basis to fulfill the County's obligations under the State Work First New Jersey, Temporary Assistance to Needy Families Program and the Supplemental Security Income Program.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, February 5, 2020 at Woodbury New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD