

AGENDA



6:00 p.m. Wednesday, May 27, 2020

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the **May 13, 2020** meeting minutes.

PROCLAMATIONS

P-1 Proclamation proclaiming May 6-12, 2020 National Nurses Week – Previously presented by Freeholder Jefferson.

P-2 Proclamation recognizing May 2020 as Mental Health Awareness Month - Previously presented by Freeholder Jefferson.

P-3 Proclamation recognizing Emmanuel Baptist Church on celebrating 100 years – Previously presented by Freeholder Simmons.

P-4 Proclamation recognizing Selena Nichole Chila recipient of the 2020 Paulsboro High School Brotherhood Award - Previously presented by Freeholder Lavender.

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 APPROVING THE BILL LISTS FOR THE MONTH OF MAY 2020.

This Resolution will approve the County bill lists for May, including ratification of payments made to cover emergency payments made by the Division of Social Services. Upon approval, the Treasurer is then authorized to render payments to vendors appearing on the lists.

A-2 RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY AUTHORIZING THE ISSUANCE AND SALE OF UP TO \$15,507,000 OF ITS GENERAL OBLIGATION BONDS, SERIES 2020; MAKING CERTAIN COVENANTS TO MAINTAIN THE EXEMPTION OF THE INTEREST ON SAID BONDS FROM FEDERAL INCOME TAXATION; AND AUTHORIZING SUCH FURTHER ACTIONS AND MAKING SUCH DETERMINATIONS AS MAY BE NECESSARY OR APPROPRIATE TO EFFECTUATE THE ISSUANCE AND SALE OF THE BONDS.

The attached resolution authorizes the issuance of the County’s General Obligation Bonds, the proceeds of which will fund the acquisition of various capital equipment and the completion of various capital improvements. The resolution also speaks to the tax-exempt status of the bonds to be issued, and provides the Freeholder Director, County Treasurer and Clerk of the Board with various authorizations in order to complete the transaction.

A-3 RESOLUTION AUTHORIZING INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2020 COUNTY BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

This Resolution authorizes and provides for inserts into the 2020 County Budget as follows:

- **Rowan Fossil Park Roadway Design in Mantua Township-Modification - \$400,000.00.** This award will be used for the design of road improvements at the Rowan Fossil Park in Mantua Township. This is the second award for this project. The first award was \$500,000 in 2018. This \$400,000 will bring the total project award to \$900,000.

- **Area Planning Grant – Modification - \$161,261.00.** This emergency funding is to be included in the 2020 Area Plan Contract pursuant to the Families First Coronavirus Response Act (FFCRA) to cover expenses incurred in the provision of home delivered meals to County seniors. This distribution will help the County to cover the additional costs being incurred for providing emergency home delivered meals to County seniors.

A-4 RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER EQUIPMENT AND RELATED SERVICES FROM SOFTWARE HOUSE INTERNATIONAL, CORP. THROUGH STATE CONTRACT FROM JUNE 19, 2020 TO JUNE 18, 2021 IN AN AMOUNT NOT TO EXCEED \$500,000.00.

This Resolution authorizes the purchase of computer equipment and related services as needed for various County departments, from Software House International, Corp. through State Contracts 89851, 89980, 40166, 87720 and 40121, from June 19, 2020 to June 18, 2021 in an amount not to exceed \$500,000.00.

A-5 RESOLUTION RATIFYING AND ACCEPTING COLLECTIVE BARGAINING AGREEMENTS BETWEEN THE COUNTY OF GLOUCESTER AND PBA LOCAL #122, GLOUCESTER COUNTY PROSECUTOR, INVESTIGATORS AND DETECTIVES, AND LOCAL #122, GLOUCESTER COUNTY PROSECUTOR, SUPERIOR OFFICERS, FOR THE PERIOD JANUARY 1, 2020 TO DECEMBER 31, 2023.

This Resolution ratifies and accepts the Collective Bargaining Agreements with PBA Local #122 (re: (1) Investigators/Detectives of the Gloucester County Prosecutor's Office and (2) Superior Officers of the Gloucester County Prosecutor's Office). The parties seek to renew the existing Collective Bargaining Agreements which expired on December 31, 2019. The Agreements shall be in effect for the period from January 1, 2020 to December 31, 2023.

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**DEPUTY DIRECTOR DIMARCO
FREEHOLDER LAVENDER**

B-1 RESOLUTION AUTHORIZING A GRANT APPLICATION AND ACCEPTANCE OF FUNDS WITH THE NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY FOR THE CLICK IT OR TICKET GRANT FOR A GRANT AMOUNT OF \$40,000.00 FROM MAY 1, 2021 THROUGH JUNE 30, 2021.

This Resolution authorizes an application by the County Prosecutor's Office and acceptance of grant funding from the New Jersey Division of Highway Traffic Safety for the Click It or Ticket Grant, which will provide reimbursement funding to various municipalities for 727 hours of overtime expenses incurred during Click It or Ticket details throughout Gloucester County. The seatbelt remains one of the most effective devices for preventing injuries and deaths from motor vehicle accidents. The Click It or Ticket mobilization will be from May 1, 2021 through June 30, 2021, and law enforcement officers will implement a targeted seat belt enforcement campaign to reduce the percentage of motorists and occupants who do not comply with the State's seat belt laws.

B-2 RESOLUTION AUTHORIZING AN APPLICATION AND ACCEPTANCE OF FUNDS FROM THE NJ DIVISION OF CRIMINAL JUSTICE FOR THE VICTIMS OF CRIME ACT GRANT FOR \$421,181.00, WITH AN IN-KIND MATCH OF \$289,114.00, FOR A TOTAL AMOUNT OF \$710,295.00 FOR GRANT PERIOD JULY 1, 2020 TO JUNE 30, 2021.

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

B-3 RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH COLORSOURCE, INC., FOR \$101,746.68.

This Resolution authorizes a purchase from ColorSource, Inc. for the printing, insertion and mailing of envelopes for the Gloucester County Primary Election for a total amount of \$101,746.68 as per quote 44998, dated 5/20/20. C.A.F. 20-04134 has been obtained to certify funds.

**DEPARTMENT OF ECONOMIC DEVELOPMENT &
PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

C-1 RESOLUTION AUTHORIZING EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY AND THE TOWNSHIP OF WEST DEPTFORD FOR THE PURCHASE AND USAGE OF FUEL.

This Resolution authorizes a Shared Services Agreement with the Township of West Deptford which will permit the County to purchase and use fuel located at the Township's pumps located at their Public Works site. The County shall pay a cost based on the Township's actual costs for said fuel for a period of three (3) years.

C-2 RESOLUTION AUTHORIZING A CONTRACT WITH PEIRCE EAGLE EQUIPMENT COMPANY FROM MAY 27, 2020 TO MAY 26, 2021 FOR \$39,837.24.

This Resolution will authorize a contract with Peirce Eagle Equipment Company for the provision of parts and labor, including replacement of the debris tank and hydraulic and electrical lines on proprietary 2009 Vac-Con V390LHA equipment. CAF No. 20-03970 has been obtained to certify funds.

C-3 RESOLUTION AUTHORIZING CHANGE ORDER #01-FINAL TO DECREASE THE CONTRACT WITH ZONE STRIPING, INC. BY \$113,921.52 FOR ENGINEERING PROJECT #16-13FA.

This Resolution will authorize Change Order #01-Final to decrease the contract with Zone Striping, Inc. by \$113,921.52 regarding the 2017 Gloucester County Roadway Safety Project in Mantua Township, known as Engineering Project #16-13FA. This decrease is necessary due to final as-built quantities, resulting in a new contract amount of \$497,412.25.

DEPARTMENT OF PUBLIC SAFETY & VETERANS AFFAIRS

FREEHOLDER CHRISTY FREEHOLDER SIMMONS

D-1 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH STRYKER SALES CORPORATION.

This Resolution authorizes an amendment to the contract the County awarded to Stryker Sales Corporation on February 19, 2020, for the purchase of twelve (12) Chest Compression Systems for the Division of EMS, per PD-020-004, for \$185,399.76. This amendment is necessary to purchase two (2) additional Chest Compression Systems for \$28,874.56, resulting in a new total contract amount of \$214,274.32. C.A.F. #20-03793 has been obtained to certify funds.

D-2 RESOLUTION AUTHORIZING AN EMERGENCY PURCHASE PURSUANT TO N.J.S.A. 40A:11-6 FROM CLORDISYS SOLUTIONS, INC., FOR \$19,650.00.

This Resolution authorizes a purchase from ClorDiSys Solutions, Inc. for five (5) Lantern UV Disinfection System used within Emergency Response Vehicles to provide a rapid and highly effective method to disinfect surfaces and components from COVID-19, for a total amount of \$19,650.00. The said contract was exempt from public bidding, as it was required for emergency equipment related to the current COVID-19 Pandemic, which was not anticipated, as set forth in N.J.S.A. 40A:11-6, as certified by Joseph T. Butts, Director of Emergency Response. C.A.F. #20-03943 has been obtained to certify funds.

D-3 RESOLUTION AUTHORIZING AN EMERGENCY PURCHASE PURSUANT TO N.J.S.A. 40A:11-6 FROM COMPDATA SYSTEMS, FOR \$61,641.50.

This Resolution authorizes a purchase from CompData Systems for an Inventory Management System for EMS and Health Departments to track all inventory purchased during the COVID-19 Pandemic and beyond, for a total amount of \$61,641.50. The said contract was exempt from public bidding, as it was required for emergency equipment related to the current COVID-19 Pandemic, which was not anticipated, as set forth in N.J.S.A. 40A:11-6, as certified by Joseph T. Butts, Director of Emergency Response. C.A.F. #20-04034 has been obtained to certify funds.

DEPARTMENT OF EDUCATION

FREEHOLDER BARNES FREEHOLDER JEFFERSON

DEPARTMENT OF HEALTH & HUMAN SERVICES

FREEHOLDER JEFFERSON FREEHOLDER BARNES

F-1 RESOLUTION AUTHORIZING APPLICATION AND ACCEPTANCE OF FUNDS TO THE NEW JERSEY DEPARTMENT OF HEALTH FOR A LOCAL CORE CAPACITY FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS GRANT IN THE AMOUNT OF \$280,803.00 FROM JULY 1, 2020 TO JUNE 30, 2021.

This Resolution authorizes the execution for all documents necessary to apply for and accept funds from the New Jersey Department of Health for the Local Core Capacity Public Health Emergency Preparedness Grant in the amount of \$280,803.00 for the period July 1, 2020 to June 30, 2021. The funding will enhance the capabilities of an emergency-ready Health Department to evaluate, upgrade, and integrate its emergency preparedness and responses.

F-2 RESOLUTION AUTHORIZING THE FREEHOLDER DIRECTOR AND COUNTY COUNSEL TO AUTHENTICATE THE 2020 CERTIFICATIONS AND ASSURANCES TO RECEIVE FEDERAL TRANSIT ADMINISTRATION (FTA) ASSISTANCE GRANTS ADMINISTERED BY NEW JERSEY TRANSIT.

Resolution authorizing the Freeholder Director and County Counsel to authenticate the 2020 Certifications and Assurances as required by the Federal Transit Administration (FTA). These annual Certifications and Assurances are required for federal transportation grant eligibility.

F-3 RESOLUTION AUTHORIZING MARYVILLE, INC. TO OFFER INTERACTIVE VIDEO CLASSES FOR THE 12 HOUR IDRC PROGRAM.

On November 26, 2019, the County extended a contract to Maryville, Inc. to serve as the County's 12-hour Intoxicated Driver Resource Center that provides education and screening services to County residents and individuals referred by the Intoxicated Driver Program. Due to the ongoing public health crisis, this Resolution will authorize Maryville to offer the 12-hour IDRC services via electronic methods subject to state approval of the programming specifics.

F-4 RESOLUTION ACCEPTING FUNDS FROM THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES/DIVISION OF ADDICTION SERVICES FOR THE FY 2020 INNOVATION GRANT IN AN AMOUNT NOT TO EXCEED \$111,151.00 FROM JUNE 30, 2020 TO JUNE 29, 2021.

On April 28, 2020, the County was awarded grant funds from the New Jersey Department of Human Services, Division of Addiction Services for the FY 2020 Innovation Grant in an amount to not exceed \$111,151.00 from June 30, 2020 through June 29, 2021. This Resolution authorizes the acceptance of grant funds and will be used to provide opioid crisis recovery support in the form of prevention, intervention, treatment and recovery for eligible Gloucester County residents.

F-5 RESOLUTION AUTHORIZING AN APPLICATION TO THE NEW JERSEY TRANSIT CORPORATION AND THE DEPARTMENT OF TRANSPORTATION FOR CARES ACT FFY20 SECTION 5311 GRANT FUNDING IN AN AMOUNT NOT TO EXCEED \$373,657.00 FROM MARCH 1, 2020 TO DECEMBER 31, 2020.

This Resolution authorizes an application the NJ Transit Corporation and the Department of Transportation for the Coronavirus Aid, Relief, and Economic Security Act (CARES) FFY20 Section 5311 for grant funding in an amount not to exceed \$373,657.00, from March 1, 2020 to December 31, 2020. The funds will be used by the County to provide transportation for eligible residents impacted by the effects of the Coronavirus pandemic.

F-6 RESOLUTION AUTHORIZING AN EMERGENCY CONTRACT PURSUANT TO N.J.S.A. 40A:11-6 WITH HAPPY HEALTHY YOU FAMILY MEDICINE IN AN AMOUNT NOT TO EXCEED \$40,000.00.

This Resolution will authorize an emergency contract with Happy Healthy You Family Medicine for the provision of services to be performed by a licensed physician with appropriate staff, to enter prescriptions and process COVID-19 antibody testing requisitions to laboratory facilities for analysis. This serology testing will check for different types of antibodies developed after exposure to the SARS-CoV-2 virus, and may help in the fight against the COVID-19 pandemic.

DEPARTMENT OF PARKS & LAND PRESERVATION

**FREEHOLDER LAVENDER
FREEHOLDER DIMARCO**

Old Business

New Business

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

Adjournment

MEETING MINUTES



6:00 p.m. Wednesday, May 13, 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 **April 15, 2020** meeting minutes.

FREEHOLDER	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Deputy Director DiMarco	X		X			
Freeholder Barnes		X	X			
Freeholder Christy			X			
Freeholder Jefferson			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	X			
Freeholder Christy			X			
Freeholder Jefferson			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	X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

RESOLUTIONS

All matters listed under Consent Agenda are considered to be routine by this Board of Chosen Freeholders and will be enacted by one motion in the form listed. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately. Where necessary, any item requiring expenditure is supported by Certificate of Available Funds. All Consent Agenda items will be reflected in the minutes.

Motion to approve Resolutions 52475 through 52508

FREEHOLDER	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Deputy Director DiMarco	X		X			
Freeholder Barnes		X	X			
Freeholder Christy			X		42480, 42481, 42482, 42490, 42493, and 42495	
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons			X		42499	
Director Damminger			X			

Comments: N/A

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER
FREEHOLDER DIMARCO

52475 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2020 COUNTY BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

52476 RESOLUTION AUTHORIZING A CONTRACT AND SALES AGREEMENT WITH JOHNSON CONTROLS SECURITY SOLUTIONS, LLC FROM MAY 13, 2020 TO MAY 12, 2021 FOR \$621,184.15.

52477 RESOLUTION AUTHORIZING A CONTRACT WITH JOHNSON CONTROLS SECURITY SOLUTIONS, LLC FROM MAY 13, 2020 to MAY 12, 2021 FOR \$28,936.76.

52478 RESOLUTION AUTHORIZING AN EMERGENCY PURCHASE PURSUANT TO N.J.S.A. 40A:11-6 FROM CMS COMMUNICATIONS FOR \$26,050.00.

42479 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH REMINGTON & VERNICK ENGINEERS.

DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES

DEPUTY DIRECTOR DIMARCO
FREEHOLDER LAVENDER

42480 RESOLUTION AUTHORIZING EXTENSION OF A CONTRACT WITH PATRIOT ROOFING, INC. FROM MAY 16, 2020 TO MAY 15, 2022 FOR AN AMOUNT NOT TO EXCEED \$200,000.00 PER YEAR.

42481 RESOLUTION AUTHORIZING A CONTRACT WITH A.C. SHULTES, INC. FROM MAY 13, 2020 TO MAY 12, 2022 IN AN AMOUNT NOT TO EXCEED \$60,000.00 PER YEAR

42482 RESOLUTION AUTHORIZING A CONTRACT WITH CORE MECHANICAL, INC., FOR \$34,408.00 FROM MAY 13, 2020 TO AUGUST 5, 2020.

42483 RESOLUTION AUTHORIZING AN EMERGENCY CONTRACT WITH HOLDEN FACILITY SERVICES FOR \$74,058.00.

42484 RESOLUTION AUTHORIZING AN EMERGENCY PURCHASE PURSUANT TO N.J.S.A. 40A:11-6 WITH SAFETY EMPORIUM FOR \$33,750.00.

42485 RESOLUTION AUTHORIZING A GRANT APPLICATION WITH NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY AND ACCEPTANCE OF THE COMPREHENSIVE TRAFFIC SAFETY PROGRAM GRANT FROM OCTOBER 1, 2020 TO SEPTEMBER 30, 2021 IN THE AMOUNT OF \$55,100.00.

42486 RESOLUTION AUTHORIZING PAYMENTS TO ATLANTIC TACTICAL OF NJ FOR LAW ENFORCEMENT EQUIPMENT THROUGH STATE CONTRACT IN AN AMOUNT TOTALING \$28,658.30.

42487 RESOLUTION AUTHORIZING A GRANT APPLICATION WITH NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY AND ACCEPTANCE OF THE DRIVING UNDER THE INFLUENCE SOBRIETY CHECKPOINT AND SATURATION PATROLS GRANT FROM OCTOBER 1, 2020 TO SEPTEMBER 30, 2021 FOR \$130,000.00.

42488 RESOLUTION AUTHORIZING A GRANT APPLICATION AND ACCEPTANCE OF FUNDS WITH THE NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY FOR THE DISTRACTED DRIVING CRACKDOWN GRANT FROM APRIL 1, 2021 TO APRIL 30, 2021 FOR A GRANT AMOUNT OF \$66,000.00.

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

FREEHOLDER SIMMONS
FREEHOLDER CHRISTY

42489 RESOLUTION CLARIFYING REFUSE CONTAINERS AND DUMPSTERS IN THE COUNTY STORMWATER MANAGEMENT PROGRAM.

42490 RESOLUTION AUTHORIZING AN EXTENSION TO CONTRACT WITH ASPHALT PAVING SYSTEMS FROM MAY 18, 2020 TO MAY 17, 2022 IN AN AMOUNT NOT TO EXCEED \$25,000.00 PER YEAR.

42491 RESOLUTION AUTHORIZING AN EMERGENCY PURCHASE PURSUANT TO N.J.S.A. 40A:11-6 FROM MASSO'S EVENT RENTALS FOR \$31,362.48.

42492 RESOLUTION AUTHORIZING AN EMERGENCY PURCHASE PURSUANT TO N.J.S.A. 40A:11-6 FROM GARDEN STATE HIGHWAY PRODUCTS, INC. FOR \$40,178.00.

42493 RESOLUTION AUTHORIZING CHANGE ORDER #01-FINAL TO DECREASE THE CONTRACT WITH SOUTH STATE, INC. BY \$237,516.33 FOR ENGINEERING PROJECT #18-14SA.

42494 RESOLUTION AUTHORIZING A CONTRACT WITH EDWARD H. CRAY, INC. FOR \$3,006,130.00 FROM MAY 1, 2020 TO COMPLETION OF THE PROJECT.

42495 RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. FOR \$1,499,010.90 FROM MAY 1, 2020 TO COMPLETION OF THE PROJECT.

42496 RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH REMINGTON & VERNICK ENGINEERS FOR \$56,362.01 FROM MAY 13, 2020 TO COMPLETION OF THE PROJECT.

42497 RESOLUTION AUTHORIZING EXECUTION OF COST REIMBURSEMENT AGREEMENT NO. 20-DT-BLA-FEP-439 WITH NJ DEPARTMENT OF TRANSPORTATION IN AN AMOUNT NOT TO EXCEED \$1,898,000.00.

42498 RESOLUTION AUTHORIZING GRANT APPLICATION AND AGREEMENT WITH NJ DEPARTMENT OF TRANSPORTATION REGARDING THE 2020 LOCAL AID INFRASTRUCTURE FUND ("LAIF"), IN AN AMOUNT NOT TO EXCEED \$3,841,000.00.

42499 RESOLUTION AUTHORIZING GRANT APPLICATION AND AGREEMENT WITH NJ DEPARTMENT OF TRANSPORTATION REGARDING THE 2020 LOCAL AID INFRASTRUCTURE FUND ("LAIF"), IN AN AMOUNT NOT TO EXCEED \$3,795,000.00.

42500 RESOLUTION AUTHORIZING GRANT APPLICATION AND AGREEMENT WITH NJ DEPARTMENT OF TRANSPORTATION REGARDING THE 2020 LOCAL AID INFRASTRUCTURE FUND ("LAIF") IN AN AMOUNT NOT TO EXCEED \$500,000.00.

42501 RESOLUTION AUTHORIZING GRANT APPLICATION AND AGREEMENT WITH NJ DEPARTMENT OF TRANSPORTATION REGARDING THE 2020 LOCAL AID INFRASTRUCTURE FUND ("LAIF"), IN AN AMOUNT NOT TO EXCEED \$1,702,000.00.

DEPARTMENT OF PUBLIC SAFETY & VETERANS AFFAIRS

FREEHOLDER CHRISTY
FREEHOLDER SIMMONS

42502 RESOLUTION AUTHORIZING AWARD OF CONTRACT WITH PROPHOENIX CORPORATION, FOR \$20,000.00.

42503 RESOLUTION AUTHORIZING A CONTRACT INCREASE WITH MOTOROLA SOLUTIONS, INC., THROUGH STATE CONTRACT #A83909, FROM FEBRUARY 2, 2020 TO FEBRUARY 1, 2021.

DEPARTMENT OF EDUCATION

FREEHOLDER BARNES
FREEHOLDER JEFFERSON

DEPARTMENT OF HEALTH & HUMAN SERVICES

FREEHOLDER JEFFERSON
FREEHOLDER BARNES

42504 RESOLUTION AUTHORIZING APPROVAL OF NON-MATCHABLE SYSTEM PAYMENTS REQUIRED TO BE MADE TO THE STATE OF NEW JERSEY IN ACCORDANCE WITH N.J.S.A. 30:1-12 AND N.J.A.C. 10:8-1.1 FOR AN AMOUNT NOT TO EXCEED \$350,000.00 FROM JUNE 1, 2020 TO MAY 31, 2021.

42505 RESOLUTION AUTHORIZING APPLICATION AND ACCEPTANCE OF FUNDS TO THE NEW JERSEY DEPARTMENT OF HEALTH FOR THE RIGHT TO KNOW GRANT FOR AN AMOUNT NOT TO EXCEED \$10,798.00 FROM JULY 1, 2020 TO JUNE 30, 2021.

42506 RESOLUTION EXTENDING THE CONTRACT WITH SENIOR CITIZENS UNITED COMMUNITY SERVICES, INC. FROM JUNE 1, 2020 TO MAY 31, 2021 IN AN AMOUNT NOT TO EXCEED \$285,000.00.

42507 RESOLUTION AUTHORIZING AN APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE, FOR THE FY 2020 COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE ABUSE SITE-BASED PROGRAM GRANT IN AN AMOUNT NOT TO EXCEED \$900,000.00 FROM OCTOBER 1, 2020 TO SEPTEMBER 30, 2023.

42508 RESOLUTION AUTHORIZING THE PURCHASE OF FLU VACCINES FROM WELLS FARGO, C/O FFF ENTERPRISES, INC., THROUGH STATE CONTRACT FOR A TOTAL AMOUNT OF \$75,627.00

DEPARTMENT OF PARKS &
LAND PRESERVATION

FREEHOLDER LAVENDER
FREEHOLDER DIMARCO

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	X			
Freeholder Christy			X			
Freeholder Jefferson			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	X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

Adjournment

FREEHOLDER	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Deputy Director DiMarco	X					
Freeholder Barnes						
Freeholder Christy						
Freeholder Jefferson		X				
Freeholder Lavender						
Freeholder Simmons						
Director Damminger						

Comments: N/A

Time: 6:28 pm

Gloucester County

Board of Chosen Freeholders

Proclamation

PROCLAIMING

May 6 – 12, 2020

NATIONAL NURSES WEEK

WHEREAS, registered nurses in the United States constitute our nation's largest health care profession and are dedicated professionals and trusted friends, serving tirelessly as the backbone of medical care; and

WHEREAS, the demand for registered nursing services is greater than ever with the Covid-19 pandemic in full force, the continuing expansion of life-sustaining medicine and technologies, and the explosive growth of home health care services to meet the aging needs of the American population; and

WHEREAS, Public Health Nurses are compassionate and caring health care professionals committed to preserving and protecting our public health system and remain vital in meeting the health care needs of our communities; and

WHEREAS, the depth and breadth of the Public Health Nurse profession endeavors to meet the diverse and emerging health care needs of the American population in a wide range of settings; and

WHEREAS, the American Nurses Association, as the voice for Public Health Nurses of this country, is working to chart a course for a healthy nation that relies on increasing delivery of primary and preventive health care; and

WHEREAS, Public Health Nurses integrate community involvement, social skills, and personal knowledge about entire populations along with a clinical understanding of the health and illnesses experienced by individuals and families; and

WHEREAS, Public Health Nurses provide health education, case management and preventive care to individuals and families who are members of vulnerable populations and high-risk groups; and

WHEREAS, Public Health Nurses remain at the forefront in incorporating nursing knowledge and skills in conducting communicable disease investigation and screening, disease identification, rapid response, inter-agency and intra-agency communication, and government notification and coordination, in an effort to identify emerging diseases; recognize and report patterns, respond to any threats, and provide necessary guidance and direction on preventive measures necessary to mitigate the further spread of any pathogens; and

WHEREAS, Public Health Nurses should be acknowledged for their advocacy, dedication and untiring efforts in caring for the citizens of Gloucester County;

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, James B. Jefferson, Lyman Barnes, Daniel Christy, James J. Lavender and Heather Simmons proclaim May 6th – 12th as National Nurses Week, with the theme "Compassion – Expertise - Trust" and extend our heartfelt thanks to all Nurses for their daily commitment, for enriching our lives and the world we live in, and for their unwavering dedication, compassion and expert care, no matter the occasion.

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 7th day of May, 2020.

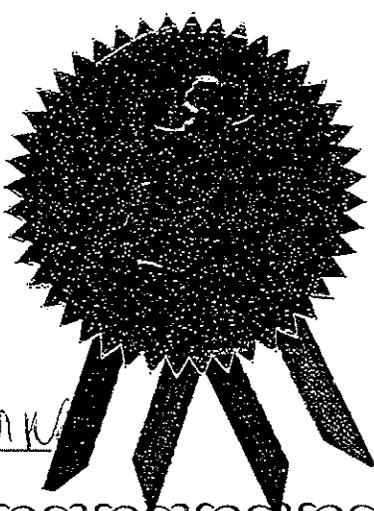
Signature of Frank J. DiMarco
Frank J. DiMarco
Freeholder Deputy Director

Signature of Lyman Barnes
Lyman Barnes
Freeholder

Signature of James J. Lavender, Ed. D
James J. Lavender, Ed. D
Freeholder

Attest: Signature of Laurie J. Burns
Laurie J. Burns, Clerk

Signature of Robert M. Damming
Robert M. Damming
Freeholder Director



Signature of James B. Jefferson
James B. Jefferson
Freeholder Liaison

Signature of Daniel Christy
Daniel Christy
Freeholder

Signature of Heather Simmons
Heather Simmons
Freeholder

Gloucester County

Board of Chosen Freeholders

Proclamation

RECOGNIZING MENTAL HEALTH AWARENESS MONTH MAY, 2020

WHEREAS, Mental Health Awareness Month is part of a nationwide effort in the month of May to reduce the stigma surrounding mental health challenges and increase awareness of tools and resources to prevent such challenges and reduce the symptoms; and

WHEREAS, the Gloucester County Mental Health Board and the Gloucester County Division of Human & Disability Services and other local organizations are committed to increasing awareness by celebrating the Month of May as Mental Health Awareness Month; and

WHEREAS, each business, school, government agency, healthcare provider, organization and Gloucester County resident has a responsibility to support mental wellness and policies which reduce barriers to access, improve community outreach and ensure competent care to residents; and

WHEREAS, like other diseases, mental illnesses can be successfully treated and thus we must build an open dialogue that encourages support and respect for those struggling with mental illness; and

WHEREAS, this month we renew our commitment to encourage those living with mental health conditions to get the help they need, and reaffirm our pledge to those who need help have access to the support, acceptance and resources they deserve;

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 recognize May 2020 as Mental Health Awareness Month in Gloucester County and urge all residents and community organizations to raise mental health awareness and continue helping individuals live longer, healthier lives.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 19th day of May, 2020.

Signature of Frank J. DiMarco
Frank J. DiMarco
Freeholder Deputy Director

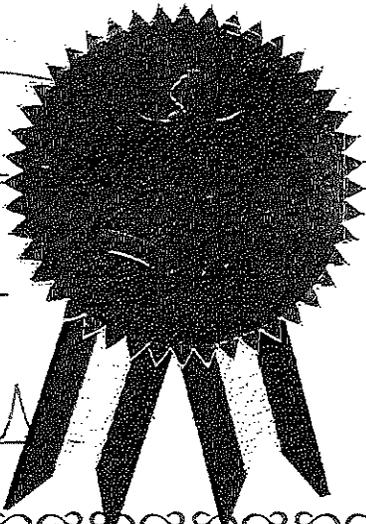
Signature of Daniel Christy
Daniel Christy
Freeholder
Signature of James J. Lavender, Ed.D.
James J. Lavender, Ed.D.
Freeholder

Attest
Signature of Laurie J. Burns
Laurie J. Burns
Clerk of the Board

Signature of Robert M. Damming
Robert M. Damming
Freeholder Director

Signature of Lyman Barnes
Lyman Barnes
Freeholder

Signature of James B. Jefferson
James B. Jefferson
Freeholder
Signature of Heather Simmons
Heather Simmons
Freeholder



Gloucester County

Board of Chosen Freeholders

Proclamation

RECOGNIZING
EMMANUEL BAPTIST CHURCH
CELEBRATING 100 YEARS
1920-2020

WHEREAS, it is the desire of the Board of Chosen Freeholders to recognize the Emmanuel Baptist Church on celebrating 100 years; and

WHEREAS, in 1920, a group of Christians working at Farley's Canning Factory on Lincoln Blvd. in Glassboro, NJ, assembled for worship at the factory with Deacon James Banks, and then Deacon Bellamy. They continued to worship there until in 1923, when they set out to build a church on New Jersey Avenue in the 80 Acres section of Glassboro on land purchased from Lipkin Estates; and

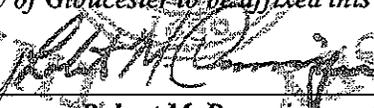
WHEREAS, Reverend Steve Williamson, Sr. moved from Philadelphia with his family and joined the worshippers in the barracks. The permanent Council invited to set them apart as a church. The Council members were R.H. Garnett, Reverend John Dean, Deacon Thomas Tucker and Deacon Harry Latney; and

WHEREAS, Reverend Steve Williamson, Sr. and his son Steve Williamson, Jr. built the first church, and Williamson, Sr. served as pastor of Emmanuel Baptist Church from 1923 through 1926. The church served as a school from 1923- 1927. Reverend J. Hyman was elected as pastor in 1926 and served till 1933. The Church was incorporated in 1929 and the deed recorded in 1931. The trustees were Charles W. Parker, George W. Burt, Ernest Crampton, Richard Neely, Georgia Thomas, George V. Tucker and Oscar W. Johnson; and

WHEREAS, After Reverend Williamson, the following served as pastors of Emmanuel Baptist Church: Reverend J. Hyman, Reverend Williams, Reverend Waverly Hinton, Reverend C. Hill, Reverend Flowers, Reverend Emmanuel Lyons, Reverend Ernest B. Garrett, Reverend James Johnson and Reverend Franklin E. Gosnell; and

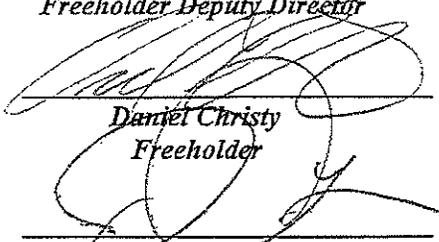
NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2020 Gloucester County Board of Chosen Freeholders Frank J. DiMarco, Lyman Barnes, Daniel Christy, James B. Jefferson, James J. Lavender and Heather Simmons, do hereby recognize the Emmanuel Baptist Church on celebrating 100 years.

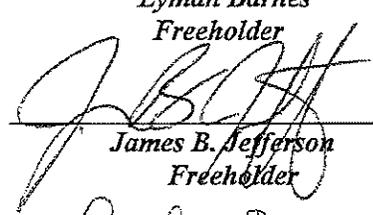
IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 17th day of May, 2020.

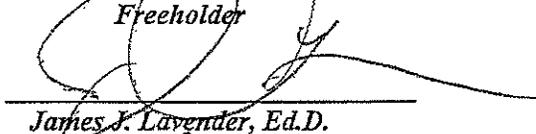

Robert M. Damming
Freeholder Director


Frank J. DiMarco
Freeholder Deputy Director

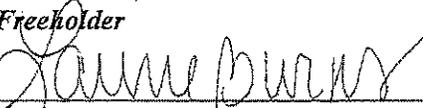

Lyman Barnes
Freeholder


Daniel Christy
Freeholder


James B. Jefferson
Freeholder


James J. Lavender, Ed.D.
Freeholder


Heather Simmons
Freeholder

ATTEST:

Laurie J. Burns, Clerk of the Board

In Recognition of
Selena Nichole Chila
2020 Paulsboro High School Brotherhood Award
May 15, 2020

WHEREAS, in 1957, the Paulsboro Mayor's Civil Rights Commission established the Paulsboro High School Brotherhood Award as a means to promote good Human Relations. This Award annually recognizes a Paulsboro High School student who has distinguished his/her self in regard for people of all religious faiths, racial background and national origins with regard for the welfare of fellow students and participation in student affairs with special emphasis on the just treatment of others and willingness to go out of his/her way to be of service; and

WHEREAS, annually Paulsboro High School selects for this Award, a person who meets the criteria for and best exemplifies the spirit of the Award and has chosen Selena Nicole Chila as the recipient of the 2020 Brotherhood Award; and

WHEREAS, Selena has demonstrated her possession of these attributes in many ways. Selena is involved in field hockey, softball, ABLE (Athletes Being Leaders Everywhere), BBBS (Big Brothers Big Sisters), Federation of Christian Athletes and National Honor Society. Selena's awards include both First Team and Second Team Colonial Conference Awards in field hockey and softball, Colonial Conference Scholar Athlete Award and she has received recognition as a two time Student of the Month. Upon graduation Selena plans on attending and playing softball for Rowan College of South Jersey, and her major is yet to be decided; and

WHEREAS, Selena's family includes her father, Ercole, her mother, Sara, her sisters Alicia and Justine, and her dog, Amber; and

WHEREAS, Selena would like to thank God, her family, teachers, and coaches and has this advice to the underclassmen, "Work hard, come prepared and get involved. Working hard will get you ahead in life and will help you achieve your goals. Being prepared and organized is an important life skill to learn and will carry you through life. Getting involved, whether its sports, band, or clubs, is essential in growing. By being involved, you are making friends, learning skills and being accountable. One last thing - have fun and don't be so hard on yourself!"

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 recognize Selena Nicole Chila as the recipient of the 2020 Paulsboro High School Brotherhood Award.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 15th day of May, 2020.

Robert M. Damming
Freeholder Director

Frank J. DiMarco
Freeholder Deputy Director

Lyman Barnes
Freeholder

Daniel Christy
Freeholder

James B. Jefferson
Freeholder

James J. Lavender, Ed. D
Freeholder

Heather Simmons
Freeholder

Attest:

Laurie J. Burns, Clerk of the Board

RESOLUTION APPROVING THE BILL LISTS FOR THE MONTH OF MAY 2020

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester has received and reviewed the bill list for the County as prepared, reviewed, and approved by the County Treasurer for the monthly period ending May 22, 2020; and

WHEREAS, the County Division of Social Services (“Division”) has submitted their bill list, including daily payments made by the Division and Administrative payments to be issued, which list was reviewed and approved by the Division’s Finance Officer and Director, and also reviewed and approved by the County Treasurer for the monthly period ending May 22, 2020.

NOW, THEREFORE, BE IT RESOLVED that the County’s bill list for the period ending May 22, 2020, as prepared, reviewed and approved by the County Treasurer is hereby approved by the Board of Chosen Freeholders, and the County Treasurer is authorized to render payment to each vendor appearing on said list; and

BE IT FURTHER RESOLVED that the Division of Social Services’ bill list for the period ending May 22, 2020, which includes ratification of prior emergency payments made, as prepared, reviewed and approved by the Division’s Finance Officer and Director, and the County Treasurer, is hereby approved, and the Treasurer is authorized to render payment to each vendor appearing on said list.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on May 27, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

COUNTY OF GLOUCESTER, NEW JERSEY

RESOLUTION ____

RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY AUTHORIZING THE ISSUANCE AND SALE OF UP TO \$15,507,000 OF ITS GENERAL OBLIGATION BONDS, SERIES 2020; MAKING CERTAIN COVENANTS TO MAINTAIN THE EXEMPTION OF THE INTEREST ON SAID BONDS FROM FEDERAL INCOME TAXATION; AND AUTHORIZING SUCH FURTHER ACTIONS AND MAKING SUCH DETERMINATIONS AS MAY BE NECESSARY OR APPROPRIATE TO EFFECTUATE THE ISSUANCE AND SALE OF THE BONDS

BACKGROUND

WHEREAS, pursuant to the Local Bond Law, Chapter 169 of the Laws of 1960 of the State of New Jersey, as amended and supplemented ("Local Bond Law"), the Board of Chosen Freeholders ("Board") of the County of Gloucester, New Jersey ("County"), has, pursuant to bond ordinance 52408, duly and finally adopted by the Board and published in accordance with the requirements of Local Bond Law ("Bond Ordinance"), authorized the issuance of general obligation bonds or bond anticipation notes of the County to finance the costs of the capital improvements and equipment set forth in and authorized by the Bond Ordinance, all as more particularly described in Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, the County has not yet issued any of its bond or bond anticipation notes to finance the costs of the capital improvements and equipment authorized by the Bond Ordinance; and

WHEREAS, it is the desire of the County to issue its general obligation bonds in the aggregate principal amount of up to \$15,507,000, as further described in Exhibit "A", the proceeds of which will be used to: (i) permanently finance the costs of the capital improvements and equipment for which obligations have been authorized, but not issued; and (ii) pay certain costs and expenses related to the issuance and sale of such bonds (collectively, the "Project").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, PURSUANT TO THE LOCAL BOND LAW, AS FOLLOWS:

Section 1. Pursuant to the Local Bond Law and the Bond Ordinance, the issuance and sale of negotiable general obligation bonds of the County, to be designated substantially, "County of Gloucester, New Jersey, General Obligation Bonds, Series 2020", in an aggregate principal amount

of up to \$15,507,000 for the Project, is hereby authorized and approved ("Bonds").

Section 2. The Bonds shall be dated their date of delivery and shall mature on March 1 in the following years and amounts.

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2021	\$1,527,000	2026	\$1,765,000
2022	1,625,000	2027	1,800,000
2023	1,660,000	2028	1,835,000
2024	1,695,000	2029	1,870,000
2025	1,730,000		

Section 3. The term of the Bonds is equal to or less than the average period of usefulness of the Project being financed through the issuance of the Bonds. Interest on the Bonds shall be payable initially on March 1, 2021 and semi-annually thereafter on September 1 and March 1 in each year until maturity (each an "Interest Payment Date"). The Bonds are not subject to redemption prior to their stated maturity dates.

Section 4. The County Treasurer is hereby authorized to revise the maturity schedule set forth above with respect to the Bonds if, in the opinion of the professional advisors to the County, market conditions so warrant, all in accordance with the Local Bond Law. If the maturity schedule set forth above is revised, the County Treasurer is hereby authorized to revise: (i) the maturity dates for the payment of the principal of the Bonds; and (ii) the dates upon which the payment of interest on the Bonds shall be made, all in accordance with the Local Bond Law.

Section 5. The Bonds will be issued in fully registered book-entry only form. One certificate shall be issued for the aggregate principal amount of the Bonds maturing in each year. Both the principal of and interest on the Bonds will be payable in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository ("Securities Depository"). The certificates will be on deposit with DTC. DTC will be responsible for maintaining a book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants will be responsible for maintaining records recording the beneficial ownership interests in the Bonds on behalf of individual purchasers. Individual purchases may be made in the principal amount of \$5,000 through book-entries made on the books and the records of DTC and its participants. The principal of and interest on the Bonds will be paid to DTC by the County on the respective maturity dates and due dates and will be credited on the respective maturity dates and due dates to the participants of DTC as listed on the records of DTC as of the fifteenth (15th) day of the calendar month next preceding an Interest

Payment Date (each a "Record Date"). The Bonds will be executed on behalf of the County by the manual or facsimile signatures of the Director of the Board and County Treasurer, attested by the Clerk of the Board or the County Administrator (such execution shall constitute conclusive approval by the County of the form of the Bonds), and shall bear the affixed, imprinted or reproduced seal of the County thereon.

Section 6. The County is hereby authorized to make representations and warranties, to enter into agreements and to make all arrangements with DTC, as may be necessary in order to provide that the Bonds will be eligible for deposit with DTC and to satisfy any obligation undertaken in connection therewith.

Section 7. In the event that DTC may determine to discontinue providing its service with respect to the Bonds or is removed by the County and if no successor Securities Depository is appointed, the Bonds which were previously issued in book-entry form shall be converted to registered bonds in denominations of \$5,000, or any integral multiple thereof ("Registered Bonds"). The beneficial owner under the book-entry system, upon registration of the Bonds held in beneficial owner's name, will become the registered owner of the Registered Bonds. The County shall be obligated to provide for the execution and delivery of the Registered Bonds in certified form.

Section 8. The preparation of a preliminary official statement ("Preliminary Official Statement") relating to the Bonds, and the distribution (by physical and/or electronic means) of said Preliminary Official Statement to prospective purchasers of the Bonds and others having an interest therein, is hereby severally authorized and directed. The Director of the Board and the County Treasurer are each hereby authorized to deem such Preliminary Official Statement "final", as contemplated by paragraph (b)(1) of Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended ("Rule 15c2-12").

Section 9. The County Treasurer is hereby authorized to solicit proposals for and engage the services of one or more qualified firms to provide printing, electronic and/or physical dissemination of the Preliminary Official Statement and final Official Statement (as defined below) ("Printer"), pursuant to the Local Bond Law and the regulations promulgated thereunder. The County Treasurer is hereby authorized to enter into an agreement for the services to be provided.

Section 10. Pursuant to *N.J.S.A.* 40A:2-34, the County Treasurer is hereby authorized and directed to sell and award the Bonds at a public sale. The public sale of the Bonds shall be in accordance with the provisions of *N.J.S.A.* 40A:2-27, 30 and 32, and the advertised terms of such public sale. If necessary or desirable, the County Treasurer is hereby authorized to postpone, from

time to time, the date and time established for receipt of bids for the sale of the Bonds in accordance with the Local Bond Law. If any date fixed for receipt of bids and the sale of the Bonds is postponed, the County Treasurer is hereby authorized to announce an alternative sale date at least forty-eight (48) hours prior to such alternative sale date. The County Treasurer is hereby authorized and directed to cause a summary notice of sale and a notice of sale for the Bonds to be prepared and published in accordance with *N.J.S.A.* 40A:2-30 and 31. At the next meeting of the Board after the sale and award of the Bonds, the County Treasurer shall report, in writing, to the Board the principal amount, the rate of interest, the maturity dates, the dates upon which interest on the Bonds shall be paid, the price and the purchaser of the Bonds.

Section 11. The utilization of i-Deal LLC, New York, New York, to provide electronic bidding services to the County in connection with the competitive sale of the Bonds ("Bidding Agent") through the use of the Bidding Agent's BiDCOMP®/Parity® auction system, pursuant to the Local Bond Law and the regulations promulgated thereunder, is hereby authorized, approved, ratified and confirmed.

Section 12. The preparation of a final official statement ("Official Statement") with respect to the Bonds is hereby authorized and directed. Within seven (7) business days of the sale of the Bonds and in sufficient time to accompany any confirmation that requests payment from a customer, the County will deliver sufficient copies of the Official Statement to the purchaser of the Bonds in order for the same to comply with Paragraph (b)(4) of Rule 15c2-12. The Director of the Board and County Treasurer are each hereby authorized to execute the Official Statement, and the distribution thereof to purchasers and others is hereby authorized and directed. The execution of the final Official Statement by the Director of the Board or County Treasurer shall constitute conclusive evidence of approval by the County of the changes therein from the Preliminary Official Statement. The Director of the Board and County Treasurer are each hereby severally authorized to approve any amendments or supplements to the Official Statement.

Section 13. The Bonds shall be general obligations of the County. The full faith and credit of the County are irrevocably pledged to the punctual payment of the principal of and interest on the Bonds and, to the extent payment is not otherwise provided, the County shall levy *ad valorem* taxes on all taxable real property without limitation as to rate or amount for the payment thereof.

Section 14. In order to assist the underwriter of the Bonds in complying with the secondary market disclosure requirements of Rule 15c2-12, the Director of the Board and County Treasurer are each hereby severally authorized to execute on behalf of the County before the issuance of the

Bonds an agreement providing for the preparation and filing of the necessary reports in accordance with Rule 15c2-12. The County Treasurer is hereby authorized to engage the services of a qualified firm to serve as dissemination agent under said agreement.

Section 15. The County hereby covenants that it will not make any use of the proceeds of the Bonds or do or suffer any other action that would cause: (i) the Bonds to be "arbitrage bonds" as such term is defined in Section 148(a) of the Internal Revenue Code of 1986, as amended ("Code") and the Income Tax Regulations promulgated thereunder; (ii) the interest on the Bonds to be included in the gross income of the owners thereof for federal income taxation purposes; or (iii) the interest on the Bonds to be treated as an item of tax preference under Section 57(a)(5) of the Code.

Section 16. The County hereby covenants as follows: (i) it shall timely file with the Internal Revenue Service, such information report or reports as may be required by Sections 148(f) and 149(e) of the Code; and (ii) it shall take no action that would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 17. To the extent not otherwise exempt, the County hereby covenants that it shall make, or cause to be made, the rebate required by Section 148(f) of the Code in the manner described in Treasury Regulation Sections 1.148-1 through 1.148-11, 1.149(b)-1, 1.149(d)-1, 1.149(g)-1, 1.150-1 and 1.150-2, as such regulations and statutory provisions may be modified insofar as they apply to the Bonds.

Section 18. Application to Moody's Investors Service and/or S&P Global Ratings, acting through Standard & Poor's Financial Services LLC, for a rating on the Bonds and the furnishing of certain information concerning the County and the Bonds for the purpose of qualifying the Bonds for municipal bond insurance, is hereby authorized, ratified, confirmed and approved.

Section 19. All actions heretofore taken and documents prepared or executed by or on behalf of the County by the Director of the Board, Deputy Director of the Board, County Treasurer, Clerk of the Board, County Administrator, other County officials or by the County's professional advisors, in connection with the issuance and sale of the Bonds are hereby ratified, confirmed, approved and adopted.

Section 20. The Director of the Board, Deputy Director of the Board, County Treasurer, Clerk of the Board, and County Administrator are each hereby authorized to determine all matters and execute all documents and instruments in connection with the Bonds not determined or otherwise directed to be executed by the Local Bond Law, the Bond Ordinance, or by this or any subsequent resolution, and the signature of the Director of the Board, Deputy Director of the Board,

County Treasurer, Clerk of the Board or County Administrator on such documents or instruments shall be conclusive as to such determinations.

Section 21. All other resolutions, or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

Section 22. This resolution shall take effect immediately upon adoption.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on May 27, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

Exhibit "A"

General Obligation Bonds, Series 2020

Ordinance No. and Section	Purpose/Improvement	Bonds to be Issued
52408-7C	Reconstruction and/or Renovation to various County Parks, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Parks and Recreation	\$760,000
52408-7D	Reconstruction and/or Renovation to various County Buildings, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Buildings and Grounds	123,500
52408-7E	Construction, Reconstruction and/or Repair to various County Roadways, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	8,730,500
52408-7F	Construction, Reconstruction and/or Repair of various Intersections in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	95,000
52408-7H	Acquisition of Computer and Phone Equipment, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Information Technology	1,931,000
52408-7I	Acquisition of Communications Systems and Equipment, together with the acquisition of all material and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Emergency Response	1,684,000
52408-7J	Acquisition of Emergency Medical Services Equipment, together with the acquisition of all material and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Emergency Response	1,651,000
52408-7K	Acquisition of Heavy Equipment, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	532,000
	TOTAL	\$15,507,000

**RESOLUTION AUTHORIZING INSERTION OF SPECIAL ITEMS OF
REVENUE INTO THE 2020 COUNTY BUDGET PURSUANT TO N.J.S.A. 40A:4-87**

A-3

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

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

NOW, THEREFORE, BE IT RESOLVED that the County of Gloucester hereby requests the Director of the Division of Local Government Services approve the insertion of special items of revenue into the Gloucester County budget for the year 2020 as follows:

- (1) The sum of **\$400,000.00**, which item is now available as a revenue from the State of New Jersey, Department of Transportation Rowan Fossil Park Roadway Design in Mantua Township-modification, to be appropriated under the caption of the State of New Jersey, Department of Transportation **Rowan Fossil Park Roadway Design in Mantua Township-modification - Other Expenses**
- (2) The sum of **\$161,261.00**, which item is now available as a revenue from the State of New Jersey, Department of Human Services Area Planning Grant-modification, to be appropriated under the caption of the State of New Jersey, Department of Human Services **Area Planning Grant-modification - Other Expenses**

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on May 27, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE BURNS,
CLERK OF THE BOARD**

A-4

RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER EQUIPMENT AND RELATED SERVICES FROM SOFTWARE HOUSE INTERNATIONAL, CORP. THROUGH STATE CONTRACT FROM JUNE 19, 2020 TO JUNE 18, 2021 IN AN AMOUNT NOT TO EXCEED \$500,000.00

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

WHEREAS, the County of Gloucester has a need to purchase computer equipment and related support services as needed by various County departments; and

WHEREAS, it has been determined that the County of Gloucester can purchase said goods and services from Software House International, Corp. of 290 Davidson Avenue, Somerset, NJ 08873, in an amount not to exceed \$500,000.00 from June 19, 2020 to June 18, 2021, through State Contracts 89851 (NJ software license and related services); 89980 (Panasonic); 40166 (Microsoft Corporation-laptops and tablets only); 87720 (Cisco Systems); and, 40121 (Lenovo); 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 purchase of computer equipment and related support services from Software House International, Corp. is hereby authorized through State Contracts 89851, 89980, 40166, 87720 and 40121, in an amount not to exceed \$500,000.00 from June 19, 2020 to June 18, 2021; and

BE IT FURTHER RESOLVED, before any purchase be made or service rendered pursuant to the within award, a certification must be obtained from the 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 May 27, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

RESOLUTION RATIFYING AND ACCEPTING COLLECTIVE BARGAINING AGREEMENTS BETWEEN THE COUNTY OF GLOUCESTER AND PBA LOCAL #122, GLOUCESTER COUNTY PROSECUTOR, INVESTIGATORS AND DETECTIVES, AND LOCAL #122, GLOUCESTER COUNTY PROSECUTOR, SUPERIOR OFFICERS, FOR THE PERIOD JANUARY 1, 2020 TO DECEMBER 31, 2023

WHEREAS, the County of Gloucester and the **PBA Local #122, Gloucester County Prosecutor, Investigators and Detectives**, and **Local #122, Gloucester County Prosecutor Superior Officers**, have negotiated Collective Bargaining Agreements (hereinafter referred to as "Agreements") for those employees of the Gloucester County Prosecutor's Office represented by said PBA Local #122; and

WHEREAS, under the terms of the Collective Bargaining Agreements, wages, benefits, and other terms and conditions of employment shall be set forth for the period January 1, 2020 through December 31, 2023; and

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 **PBA Local #122, Gloucester County Prosecutor, Investigators and Detectives**, which Agreement is incorporated herein by reference.
2. That the County of Gloucester hereby ratifies and accept the Collective Bargaining Agreement between the County of Gloucester and **PBA Local #122, Gloucester County Prosecutor, Superior Officers**, which Agreement is incorporated herein by reference.
3. Said Agreements shall be effective for the period beginning January 1, 2020 and concluding December 31, 2023.
4. That the appropriate County Officials shall be authorized to execute the Agreements and/or other documents necessary to effectuate said Collective Bargaining Agreements and the terms contained therein.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester, held on May 27, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

AGREEMENT

BETWEEN

THE GLOUCESTER COUNTY BOARD OF CHOSEN
FREEHOLDERS/

THE PROSECUTOR OF GLOUCESTER COUNTY

AND

Superior Officers P.B.A. LOCAL #122

JANUARY 1, 2020 THROUGH DECEMBER 31, 2023

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ARTICLE I - RECOGNITION

The County of Gloucester recognizes the New Jersey State Policemen's Benevolent Association, Local #122, as the exclusive majority representative for the purpose of collective negotiations regarding terms and conditions of employment of the salaried and sworn personnel, for the Superior Officers Investigators/Detectives of the Gloucester County Prosecutor's Office.

ARTICLE II – DUES DEDUCTION

1. The Employer agrees to make payroll deduction of PBA dues when authorized to do so by the employees on the appropriate form. Union dues deduction shall be exclusive as to PBA Local 122. The amount of said deduction shall have been certified to the Employer by the Treasurer of the PBA. The Employer shall remit the dues to an address designated by the PBA no later than the last day of the calendar month in which such deductions are made (or earlier, if reasonably possible), together with a list of employees from whose pay such deductions were made.
2. Employees who have authorize the payroll deduction of fees to the PBA may revoke such authorization by providing written notice to the Employer during the ten days following each anniversary date of their employment. Within five days of receipt of notice from an employee of revocation of authorization for the payroll deduction of fees, the Employer shall provide notice to the PBA of an employee's revocation of such authorization. The effective date of a termination in deductions shall be July 1 next succeeding the date on which notice of withdrawal is filed by an employee with the employer's disbursing officer.
3. Save Harmless. The PBA shall indemnify, defend and hold the Employer harmless against all claims, demands, suits, or other forms of liability that shall arise out of fee deductions by the Employer for the PBA which the Employer has remitted to the PBA and reliance by the Employer on any representations made by the PBA with respect to this Article. The Employer will give the PBA notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph.
4. Disclosure of Personnel Records Pursuant to N.J.S.A 47:1A-10 the Open Public Records Act (OPRA) the Employer and Union agree that all personnel records of individual bargaining unit employees shall be maintained in confidence and shall not be disclosed except to authorized persons. An employee shall have the right to inspect his or her own personnel records upon written request from the employee, and upon twenty-four (24) hour notice, at a mutually convenient time as set by the Personnel Department. Each employee will have the right to receive a copy of any document that is to be placed in the employee's personnel file. The employee may attach a response to such document, as may the County, and the employee must initial the document to signify that the employee has received the document.

5. **Disciplinary Records.** All final disciplinary records on employees, from a written reprimand or above, will be kept in confidential files in the Prosecutor's Office with copies in the Personnel Department. Each employee will receive a copy of any finalized documents critical of the employee or the employee's job performance and will be required to sign such documents, which is to be placed in his or her personnel file. Signing of the document does not indicate agreement. The employee may, at his or her option, submit a written response to such document, which shall be included with the document in the employee's file.

6. **Union Time Off.** Pursuant to 40A:14-177 Attendance at State, national convention of certain organizations. The heads of the county offices of the several counties and the head of every department, bureau and office in the government of the various municipalities shall give a leave of absence with pay to persons in the service of the county or municipality who are duly authorized representatives of an employee organization as defined in subsection e. of section 3 of P.L.1941, c.100 (C.34:13A-3) and affiliated with the New Jersey State Policemen's Benevolent Association, Inc., Fraternal Order of Police, Firemen's Mutual Benevolent Association, Inc. or Professional Fire Fighters Association of New Jersey to attend any State or national convention of such organization, provided, however, that no more than .10 percent of the employee organization's membership shall be permitted such a leave of absence with pay, except that no less than two and no more than 10 authorized representatives shall be entitled to such leave, unless more than 10 authorized representatives are permitted such a leave of absence pursuant to a collective bargaining agreement negotiated by the employer and the representatives of the employee organization, and for employee organizations with more than 5,000 members, a maximum of 25 authorized representatives shall be entitled to such leave.

A certificate of attendance to the State convention shall, upon request, be submitted by the representative _____ so _____ attending.

Leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for time to travel to and from the convention, provided that such leave shall be for no more than seven days.

ARTICLE III – GRIEVANCE PROCEDURE

1. Definitions

- A. *Grievance* - an allegation by an Employee that a specific provision of this Agreement has been violated.

- B. *Employee* - any member of this bargaining unit.

- C. *Employer* - the Prosecutor of the County of Gloucester.

2. Purpose

- A. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
- B. Nothing herein contained shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate member of the administration; and to have the grievance adjusted without the intervention of P.B.A. Local #122.

3. Presentation

The majority representative or its designee shall have the right to present his/her grievance on his/her own, or by an attorney, or to designate a representative of P.B.A. Local #122 to appear with him/her in accordance with the following steps:

STEP I - the majority representative or its designee shall deliver a written and signed grievance to his/her Chief within ten (10) calendar days of the occurrence of the grievance. The Chief shall render a written decision within ten (10) days after receipt of the grievance.

STEP II - In the event a satisfactory settlement has not been reached through Step I procedures, the Employee may file a written signed grievance with the Prosecutor, or his designee, within five (5) calendar days following the receipt of the decision at Step I. The Prosecutor, or designee, shall render a written decision within ten (10) calendar days after receipt of the grievance.

STEP III - In the event that the aggrieved person is not satisfied with the decision of the County Prosecutor, the aggrieved person or P.B.A. Local #122, on his/her behalf, has fifteen (15) days within which to notify the Prosecutor, in writing, of his/her intentions to file for binding arbitration.

- A. The arbitrator shall be selected in accordance with the rules and regulations of the New Jersey Public Employment Relations Commission.
- B. The Arbitrator's decision shall be in writing and shall not be issued later than thirty (30) calendar days after the close of the arbitration hearing. The decision shall set forth the Arbitrator's findings of fact, reasons, and conclusions on the issue or issues submitted.
- C. The cost for the services of the Arbitrator shall be borne equally by the County of Gloucester and P.B.A. Local #122. All other expenses incidental to and arising out of the arbitration shall be paid by the party incurring same.

- D. The Arbitrator's decision shall be final and binding on both parties. The time limits specified in the grievance procedure shall be construed as maximum time limits. However, these may be extended upon mutual agreement between the parties in writing.

ARTICLE IV - MANAGEMENT RIGHTS

Except as modified, altered, or amended by the within Agreement and subject to law, the Employer shall not be limited in the exercise of his statutory management functions. The Employer hereby retains the exclusive right to hire, direct, and assign the working force; to plan, direct, and control operations; to discontinue, reorganize or combine any section with any consequent reduction or other changes in the working force observing demotional rights established by the Department of Personnel procedures; to introduce new or improved methods of facilities regardless of whether or not the same causes a reduction in the working force, and in all respect to carry out the ordinary and customary functions of management, including the establishment of such operational rules as it shall deem advisable.

ARTICLE V - WAIVER CLAUSE

The parties agree that all negotiable items have been negotiated and that this Agreement constitutes the full agreement of the parties on those items.

ARTICLE VI - WORK CONTINUITY

P.B.A. Local #122 agrees that, for the life of this contract, there shall be no strike, slow down, sick out, or other similar concerted action, nor shall there be any individual action, the purpose of which is to induce the Employee to engage in such prohibited activities.

ARTICLE VII - RATES OF PAY

Attachment A represents the salary guide effective January 1, 2020 for all unit employees, and includes the base salary for each step of the guide.

Salary and step increases are retroactive to January 1, 2020. Attachment A represents the following increases:

- a. 2% increase on base salary on all steps effective January 1, 2020;
- b. 2% increase on base salary on all steps effective January 1, 2021;
- c. 2% increase on base salary on all steps effective January 1, 2022; and

- d. 2% increase on base salary on all steps effective January 1, 2023.

Rates of compensation provided for in this agreement are fixed on the basis of full time service in a full time position. If any position is established on a basis of less than full time service or if the incumbent of any full time position is accepted for employment on a part time basis only, the rate of compensation provided for the position (unless otherwise stated), shall be proportionately reduced in computing the rate of compensation payable for part time service.

In any case where a more qualified person is available, the Employer may make such an adjustment in the hiring rates as deemed necessary to properly and justifiably fill a position. The attached pay scales are based on the rank of Sergeant, Lieutenant, and Captains hired before and after January 1, 2014.

All monies Shall be retroactive to January 1, 2020. A concerted effort will be made by the County Of Gloucester to award all monies owed retroactively to be paid as soon as possible following the signing of this agreement. Only employees who retire between January 1, 2020 and the signing of this Agreement are eligible for the retroactive components of this Agreement. Those who sever their employment for any other reason are not eligible.

ARTICLE VIII (INTENTIONALLY LEFT BLANK)

ARTICLE IX - SICK LEAVE

The minimum sick leave with pay shall accrue to any full-time Employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after the initial appointment, and fifteen (15) days as of the first working day of the year for each subsequent calendar year thereafter. All unused sick leave in any calendar year shall accumulate from year to year.

Reimbursement for Unused Sick Leave

When the Employee covered under the Agreement retires from the Gloucester County Prosecutor's Office with twenty-five (25) years of credited service in a New Jersey locally or State administered pension system, or has terminated in good standing with fifteen (15) years of service with the Gloucester County Prosecutor's Office, the Employee shall be entitled to sell back 50% of his/her accumulated sick leave with a ceiling of \$15,000.00. The rate of pay for this sell back will be the Employee's hourly rate of pay at the time of retirement. A maximum of three (3) months terminal leave may be utilized prior to the last working day. This terminal leave provision is inapplicable to any Employees hired on or after May 22, 2010.

Sick Leave Donation

Any Employee who has suffered from a catastrophic illness or injury may receive sick leave voluntarily donated by fellow Employees, subject to the following conditions:

- A. A catastrophic illness or injury shall be understood as a condition which requires a period of treatment or recuperation, as a result of which the Employee has been unable to work for at least two months or is expected to be out of work for at least two months based on medical prognosis.
- B. An Employee will be eligible to receive up to 90 days of donated sick leave, provided he or she has exhausted all accrued sick, vacation, and administrative leave.
- C. An Employee may donate up to five (5) sick days to another Employee provided he or she retains a balance of at least forty (40) sick days, An Employee may donate up to ten (10) days provided he or she retains a balance of eighty (80) days, or up to fifteen (15) days with a balance of one hundred twenty (120) days.
- D. Any donated sick days that remain unused by the recipient upon his or her return to work will be restored to the donor Employees on a pro-rated basis,
- E. No Employees shall be subject to coercion of any kind in connection with the donation of sick leave. Donations will be strictly confidential.

Sick Leave Sell-Back

Employees hired on or before May 21, 2010, will be permitted to surrender 3 days of accumulated sick leave in exchange for 1 day pay, at an annual maximum exchange of up to 10 paid days; subject, however to the employee maintaining a minimum sick leave time balance of 30 days in its bank after the exchange.

Bereavement

Employees shall be entitled to three (3) days leave per incident with pay for death in the immediate family, the immediate family is defined as: mother, father, husband, wife, child, sister, brother, aunts, uncles, nieces, nephews, in-laws, grandfather, grandmother, foster child, grandchild, and domestic partner as defined under New Jersey law. Employees shall be entitled to one (1) day leave per incident with pay, for death of any other relative not referenced in this paragraph. Such bereavement leave shall not be deducted from annual sick leave.

ARTICLE X - VACATIONS

Effective January 1, 2020, all full-time Employees shall be credited vacation leave based on years of service as follows:

During the first calendar year of employment: One working day of vacation for each full month.

During the 2nd through 4th calendar year, fourteen (14) vacation days per year.

During the 5th through 9th calendar year, sixteen (16) vacation days per year.

During the 10th through 14th calendar year twenty (20) vacation days per year.

During the 15th through 19th calendar year twenty-five (25) vacation days per year.

During the 20th through 24th calendar year twenty-seven (27) vacation days per year.

During the 25th calendar year and years following, thirty-two (32) vacation days per year.

Where, in any calendar year, the vacation or any part of it is not taken by the Employee, such vacation leave or parts thereof shall accumulate and shall be granted during the next succeeding calendar year only.

The Employee shall be allowed to carry over the preceding year's earned vacation leave. Upon the death of the Employee, any earned vacation leave not used, shall be calculated and paid to the estate.

The Employee retiring or otherwise separating, shall be entitled to pro-rated allowance for the current year in which theseparation, or retirement become effective. Any vacation leave, which may have been carried over from the preceding calendar year will be included.

Vacation Leave Sell-Back

Employees may sell-back, at their hourly rate of pay, a maximum of ten (10) days of unused vacation time. Employees participating in vacation leave sell-back must submit their request by September 1st of each year and should be paid the first full pay period of November each year.

ARTICLE XI - HOLIDAYS

There shall be a minimum of thirteen (13) holidays per year, in accordance with the schedule to be determined by the Gloucester County Prosecutor. Additional holidays shall be granted as legally mandated or by determination of the Employer.

Any association member who is called to duty, or is required or scheduled to work any special assignment on any holiday, will be compensated at the rate of time and one-half (1½) for all hours worked during that holiday.

ARTICLE XII - PERSONAL DAYS

Every member of this bargaining unit will receive three (3) personal days. These days must be used in the calendar year in which they are earned. If possible, personal days should be requested by the Employee 48 hours in advance, and must receive approval from the County Prosecutor or her designee. Personal days are defined as days needed to conduct personal business which cannot be conducted except during normal working hours. For the purpose of this contract, the Employee shall not be required to disclose the reasons for this personal day.

ARTICLE XIII - EXPENSES

Members of this bargaining unit shall be entitled to compensation of all reasonable expenses incurred in the performance of his/her duties, provided receipts for items purchased are produced.

Employees shall be fully reimbursed for all reasonable expenses related to travel, lodging and meals for all performance related activities located 75 miles or greater from the Gloucester County Prosecutor's Office.

All expenses shall be reimbursed within sixty (60) days of a complete submission of expenses.

ARTICLE XIV - (INTENTIONALLY LEFT BLANK)

ARTICLE XV - HOURS OF WORK

The work period for all unit members shall be considered to be forty (40) hours during a one (1) week period. The normal working day will commence at 8:00 a.m. and terminate at 4:30 p.m. At the approval of the Gloucester County Prosecutor, employees may request to reasonably adjust their hours of work. Such approval shall not be unreasonably withheld.

All accrued time off shall be considered as an 8 hour day and as of the signing of this contract, any employee, who has sick, vacation and personal days in seven (7) hour increments, shall be credited one additional hour for each such day.

ARTICLE XVI - EDUCATION ASSISTANCE

The Employer agrees to reimburse tuition, book costs, fees and other course related materials upon satisfactory completion, up to a maximum of \$2,500 per year, per employee, for college or post-secondary courses that are approved in advance and related to or may lead to the advancement in related positions, as determined by the Gloucester County Prosecutor and/or his/her designee. Such approval shall not be unreasonably withheld.

ARTICLE XVII - OVERTIME COMPENSATION

That for all hours worked in excess of forty (40) hours during any such one (1) week period, the unit members shall receive time and one-half (1½) of his/her regular hourly rate or as compensatory time at a rate of time and one-half (1½), at the election of the Employee. For overtime calculation purposes, time worked includes vacation leave, compensatory time leave, sick leave, bereavement leave, administrative leave, union leave and holiday leave. An Employee may carry over to the following year up to one-hundred and twenty (120) hours of accrued compensatory time upon signing of this Agreement. No Employee may carry over to the following year more than 120 hours of accrued compensatory time. Any additional regular hours worked between November 1st and December 31st that exceed the one-hundred and twenty (120) hour cap will be paid at the Employee's time and one half (1½) rate. Any time accrued over one-hundred and twenty (120) hours shall be used within a thirty (30) day period, unless permission to extend the period is granted from the County Prosecutor or designee. Any unused compensatory time shall be paid to the Employee at time of retirement or separation from employment.

ARTICLE XVIII - STANDBY COMPENSATION/PAY

If any unit Employee is required to be on weekend standby, such Employee shall be compensated ten (10) hours compensatory/overtime. If the Employee is called out, the Employee shall be paid time and one-half (1 ½) for all hours worked. If the employee is called out, the employee shall be paid a minimum of two (2) hours.

If any unit member is required to be on weekend standby wherein a holiday immediately precedes or follows the weekend, the Employee shall be compensated (10) hours compensatory/overtime hours for Saturday and Sunday. The Employee will also be given ten (10) hours additional compensatory/overtime for the holiday. If the Employee is called out, he/she will receive time and one-half (1 ½) his/her regular hourly rate for hours worked during the holiday.

Hours worked in excess of 40 hours for the one week pay period will be at a rate of pay of one and one-half (1 ½) time the Employee's regular hourly rate of pay or as compensatory time at a rate of time and one-half (1½), at the election of the Employee.

ARTICLE XIX - OUTSIDE EMPLOYMENT

No Employee covered by this Agreement shall hold any outside employment without obtaining prior written approval from the Prosecutor or her expressed designee. Such approval shall not be unreasonably withheld.

ARTICLE XX - AUTOMOBILE

Subject to the sole determination of the Prosecutor, automobiles may be furnished to members of this bargaining unit in order to complete their employment responsibilities. However, if any such person is required to use his/her personal vehicle, at any time, for County business, he/she will be reimbursed at the applicable I.R.S. rate per mile, or at any increased rate as may be granted by the Prosecutor. No use of a personal vehicle will be compensated without prior approval by the Prosecutor or her designee.

ARTICLE XXI - MEDICAL COVERAGE

SECTION 1 - The Employer agrees to continue the following insurance coverage for the Employee and his or her family, inclusive of all eligible dependents. In the event an employee's death occurs in the line of duty, health and prescription coverage shall continue for the employee's spouse (unless they remarry) and dependents (unless they age-out) indefinitely. In the event an active employee's death occurs outside of the line of duty, health and prescription coverage shall continue for the employee's spouse (unless they remarry) and dependents (unless they age-out) for one (1) year.

There shall be no change in the medical coverage presently maintained and paid for by the Board of Chosen Freeholders on behalf of the Employees, except in the case of a new plan that is equivalent or better. No changes will be made without first discussing them with P.B.A. Local #122.

A. **Medical.** Medical coverage will be in accordance with any of the plans offered by the State Health Benefits Program (SHBP) as of the signing of this Agreement. Co-payments, co-insurance, coverage limits and exclusions shall not be materially changed.

B. **Vision Care.** Allowances for the following items shall be as indicated: examination \$30.00; Frames \$20.00; single vision lenses \$30.00; bifocal lenses \$40.00; trifocal lenses \$50.00; lenticular lenses \$100.00; contact lenses \$200.00.

C. **Prescription.** Prescription drug coverage will be in accordance with any of the employee prescription drug plans offered by the State Health Benefits Program. Co-payments, co-insurance, coverage limits and exclusions shall not be materially changed.

D. **Premium Sharing.** Effective January 1, 2020 through December 31, 2023, all active unit employees who have not withdrawn from the County's health insurance program, shall contribute towards the cost of health insurance in accordance with the provisions of P.L. 2011, Chapter 78. Employees shall contribute towards the cost of coverage for medical and prescription drug benefits at percentages based upon the employee's base salary, as:

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. After open enrollment in 2020 and prior to 12/25/2020, employees enrolling in the above-identified plans 1. through 9. 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.

11. 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.

These payments shall be made on a pre-tax basis pursuant to an L.R.S. §125 Salary Reduction Premium-Only Plan, in accordance with the County's regular payroll practices. This contribution shall not be made by any active employee who has opted out of medical and prescription insurance coverage and/or who receives only dental or vision coverage, and unless expressly stated by law.

After open enrollment in 2020 and prior to 12/25/2020, employees enrolling in the above-identified plans, except for NJ DIRECT 10, 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.

SECTION 2 - The Employer agrees to provide disability coverage to all eligible Employees under the State Temporary Disability Benefits Law. Coverage will be financed by Employer- Employee contributions as required by law.

SECTION 3 - The Employer shall continue to provide dental insurance in accordance with the current indemnity plan for Employees only. As an alternative to the indemnity plan, the employee shall offer coverage through a dental plan organization, the terms of which shall be agreed upon by the Employer and PBA Local 122. Employees who elect to enroll in the dental plan organization may also enroll their dependents. Employees who do not have medical and prescription coverage pursuant to Sections I (A) and (C) above but receive dental coverage under this Section, at a cost to the Employer which shall be capped at \$22 per month, will make contributions towards the cost of coverage on a pre-tax basis pursuant to an I.R.S. §125, Salary Reduction Premium Only Plan, in accordance with the County's regular payroll practices. Any and all premium costs over \$22 per month shall be the responsibility of the employee. Open enrollment periods for the dental plan shall be in November of each year, for coverage beginning January 1.

SECTION 4 - Employees who terminate their employment or are on unpaid leave of absence after the fifth day of the month shall have their health benefits continued by the Employer for one calendar month following the month in which the leave begins. Employees on approved leaves of absence may continue coverage thereafter at their own expense by paying the applicable premium charges to the employer four (4) weeks in advance of the coverage month.

SECTION 5 - In January of each year, Employees who are enrolled in the medical or prescription plans pursuant to Section I (A) may elect to waive either or both coverages, subject to the following provisions:

A. Employees will be permitted to waive Employer provided medical coverage only upon furnishing proof of other medical coverage through a spouse's employer or other source.

B. Waivers of coverage shall remain in effect unless the Employee elects to re-enroll during subsequent open enrollment period or unless the Employee loses his or her alternative coverage, (i.e. termination of a spouse's employment). An employee who re-enrolls because of a loss of alternative coverage shall resume coverage under the Employer's plan within sixty (60) days after giving notice or as soon thereafter as is permitted under the insurance then in effect.

C. Waivers of coverage will take effect January 1, following the Employee's election.

D. Employees who have waived coverage, but plan to apply for post-retirement medical or prescription coverage pursuant to paragraphs A and C of Article XXI, must be re-enrolled in the respective plans at open enrollment.

SECTION 6 - Flexible Spending Account - Pursuant to P.L. 2011, Chapter 78, the Employer shall provide a flexible spending account (FSA) to permit employees to voluntarily set aside, on a pre-tax basis, a portion of their earnings to pay for qualified medical, vision, and dental expenses not otherwise covered by their health benefits plan, pursuant to §125 of the Internal Revenue Code, 26 U.S.C. §125.

ARTICLE XXII - MEDICAL COVERAGE UPON RETIREMENT

A. The Employer shall continue to pay for the Employee's family health coverage, under the New Jersey State Health Medical Benefit Act or its equivalent, upon the Employee's retirement from a New Jersey locally or State administered pension system. The Employee must retire from said pension system with twenty-five (25) years of credited service. In addition, such coverage shall be continued for all employees who retire through PFRS on a disability pension, together with their dependents or survivors.

B. The Employer shall also continue to pay for the Employee's prescription plan, including family prescription plan, (which shall be the same plan as available to active employees), upon the Employee's retirement from a New Jersey locally or State administered pension system. The Employee must retire from said system with twenty-five (25) years of credited service and have seven (7) years of service with the County of Gloucester before becoming eligible for this benefit. Health and prescription coverage shall continue for the Employee's spouse and family in the event of the Employee's death.

C. The County will reimburse eligible retirees for the excess costs incurred for prescription co-payments under the State Health Benefits Program (SHBP), or its equivalent, as compared to what they would have incurred for the same prescription benefits under the corresponding SHBP plan, or its equivalent, had they remained active employees with the County.

D. Eligible retirees may submit claims for reimbursement of excess co-payments by submitting a claim form to the Gloucester County Human Resources Department identifying the actual charges for each prescription and the date the prescription was filled, together with a receipt or other statement from the pharmacy or the prescription benefits manager verifying the charges. Each claim form must cover at least one (1) full calendar quarter.

E. Effective January 1, 2015, employees with less than 20 years of creditable service in one or more State or locally administered retirement systems as of June 28, 2011, and who subsequently retire after the signing of this contract, shall only make health care contributions during retirement and in accordance with any applicable requirements in P.L. 2011, Chapter 78. Employees with 20 or more years of creditable service as of June 28, 2011 are exempt from this contribution obligation.

ARTICLE XXIII - LEAVE OF ABSENCE

SECTION 1 - Disability due to pregnancy shall be considered as any other disability in accordance with federal law.

SECTION 2 - Leaves of absence without pay may be granted for a period not to exceed six (6) months with written approval of the respective appointing authority. Renewal by the appointing authority of such leave for another six (6) months may also be granted.

It is understood that childcare leave to care for an infant less than sixty (60) days of age at commencement of such leave is provided in this section.

Family Medical Leave

All applicable requirements of the State Family Leave Act (hereinafter "FLA") and the Federal Family and Medical Leave Act (hereinafter "FMLA") shall be followed with respect to Employees who request leave for:

1. childbirth

2. care of a newborn child
3. care of a newly adopted child
4. care of a newly placed foster child
5. care of a parent, child or spouse with a serious health condition
6. serious health condition on the part of the employee.

In accordance with the FMLA, Employees with at least one year of service who have worked for the Employer at least 1,250 hours in the preceding twelve months (1,000 hours under the FLA) are entitled to twelve weeks of qualifying leave during a twelve-month period (24-month period under the FLA). An Employee's twelve-week leave period shall be measured beginning with his/her first day of FMLA leave. Paid leave time will count as time worked for purposes of meeting the hours-of-work threshold. However, paid vacation, administrative or compensatory time off shall not be counted against an Employee's twelve-week FMLA or FLA entitlement, regardless of whether such leave is used for an otherwise qualifying reason.

Any Employee taking an unpaid leave of absence shall be permitted to continue his/her health benefit coverage after Employer-paid coverage ends by paying the monthly premiums prior to the coverage month. In addition, an eligible Employee who takes leave qualifying under the FLA or the FMLA shall have coverage continued by the Employer during such leave.

ARTICLE XXIV - CLOTHING ALLOWANCE

Members whose clothing has been damaged as a result of service and is no longer serviceable, shall be compensated for the full replacement value.

ARTICLE XXV - UNIT LEADER PAY

The designated unit leader shall be compensated at the rate of a Lieutenant or Captain when he or she assumes the responsibilities of said unit after two consecutive days or after 10 days cumulative in one year.

ARTICLE XXVI - ACKNOWLEDGEMENT OF STATUS AND RIGHTS

For the term of this Agreement, the title of County Investigator shall be changed to Prosecutor's Detective. The title change only affects the actual "Title" itself and not the job description and Civil Service Classification. Said title change shall not affect the powers, duties, or rights attached to the Employee's position. Employees acknowledge that a Prosecutor's Detective is the equivalent, both professionally and legally, of a County Investigator pursuant to *N.J.S.A.*

2A:157-10. Employees further recognize that a Prosecutor's Detective is not the equivalent of a County Detective, as that position is defined by *N.J.S.A. 2A:157-2* and that, by virtue of the change in the Employee's job title to Prosecutor's Detective, the Employees will not become a member of the classified service of the Civil Service. Employees also agree to sign a Waiver acknowledging same. Said Waiver will be maintained in the Employee's Gloucester County Prosecutor's Office personnel files. The Employees are covered by the provisions under *N.J.S.A. 2A:157-10* and any amendments thereto.

ARTICLE XXVII - GENERAL PROVISIONS

Should any portion of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific portion of the Agreement affected by such decision.

It is agreed that the Employer and P.B.A. Local #122 may meet from time to time, upon reasonable request of either party, to discuss matters of general interest and concern, matters that are not necessarily a grievance as such. Such meetings may be initiated by written request of either party, which shall reflect the precise agenda of the meeting. A minimum of seven (7) days advanced notice will be given the P.B.A. Local #122 or the Employer.

All aspects of this Agreement, including salary and economic benefits, shall be retroactive to January 1, 2020, unless otherwise stated in the Agreement, and shall be paid to all employees on the payroll at the time that the Agreement has been signed and to any employee who retired between the expiration of the most recent contract and that date. Any employee who resigned or is terminated during this period is not eligible for retroactive pay, unless otherwise ordered by a Court or Administrative Agency. All retroactive monies will be paid as soon as possible after ratification of this Agreement. All such monies shall be paid by separate check and shall not be included in regular pay.

ARTICLE XXVIII - EQUAL TREATMENT

The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, political affiliation, sexual orientation, physical challenge, union membership, or legal union activities.

ARTICLE XXIX - LIAISON

A maximum of three (3) representatives of P.B.A. Local #122 and three (3) representatives for the Employer shall meet at a time mutually convenient to both parties during March and September to discuss substantive items of mutual concern. Such meeting may be initiated by either party to this Agreement upon written notification to the other party; and such written notification shall explicitly list the items(s) for discussion so as to allow the other party opportunity to prepare relevant data so as to make such discussion productive. It is expressly understood that such meeting(s) are not intended to be negotiation sessions.

It will be the responsibility of all three, whoever they might be at the given time, to serve as representatives of the association with regard to the grievances or concerns, etc., and will serve for the duration of this contract or until replaced through resignation of a representative or vote of the body.

ARTICLE XXX - SENIORITY

For purposes of layoffs and recalls, seniority shall be the determining factor, with seniority defined as the Employee's date of hire as an Investigator/Detective with the Gloucester County Prosecutor's Office. Upon written request from the Union, the Employer shall furnish a complete seniority list ranked by date of hire.

ARTICLE XXXI - WORKER'S COMPENSATION

A. Under the New Jersey Worker's Compensation Law, employees of Gloucester County injured while in the course of their employment are entitled to be paid by the County's Worker's Compensation Insurance Carrier, provided the insurance carrier has determined that the disability is job-related. The Board of Chosen Freeholders has, by policy, declared that it will supplement the insurance check up to the employee's full salary for one (1) year.

B. Employees on Worker's Compensation after the first year shall receive only the amount of compensation due them from the Worker's Compensation. No additional financial compensation shall be provided to the employee by the County.

ARTICLE XXXII - DURATION

This Agreement shall be effective as of January 1, 2020 and shall remain in full force and effect until the 31st day of December 2023, or until a new Agreement is signed.

It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, one hundred and twenty (120) days prior to the anniversary date that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the anniversary date. This Agreement shall remain in force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph;

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

Any changes, modifications or amendments, or any one part of this contract shall not cause a change, modification or amendment in any other part unless expressly so stated and this Agreement shall continue in full force and effect, this writing contains the entire Agreement between the parties and shall not be changed, enlarged, diminished, or modified in any way except as herein granted with expressed written approval of both parties.

AUTHORIZED SIGNATURES

**County of Gloucester Board of Chosen
Freeholders/The Prosecutor of Gloucester
County**

PBA Local 122

Christine Hoffman, Prosecutor

Dated:

Steven Ingram, Lieutenant

Dated:

Robert Damminger, Freeholder Director

Dated:

Peter Ferris, Sergeant

Dated:

Chad M. Bruner, County Administrator

Dated:

Anthony Garbarino, Sergeant

Dated:

ATTACHMENT A – SALARY GUIDE

Salary Guide - 40 hour workweek, 8AM-4:30PM, ½ hour lunch					
		2020	2021	2022	2023
		2%	2%	2%	2%
Employees hired after 1/1/14	Sergeants	\$ 137,926	\$ 140,685	\$ 143,498	\$ 146,368
	Lieutenants	\$ 151,155	\$ 154,178	\$ 157,261	\$ 160,407
	Captains	\$ 156,302	\$ 159,429	\$ 162,617	\$ 165,869
Employees hired prior to 1/1/14	Sergeants	\$ 143,675	\$ 146,549	\$ 149,480	\$ 152,470
	Lieutenants	\$ 157,454	\$ 160,603	\$ 163,815	\$ 167,092
	Captains	\$ 162,117	\$ 165,359	\$ 168,667	\$ 172,040

AGREEMENT

BETWEEN

THE GLOUCESTER COUNTY BOARD OF CHOSEN
FREEHOLDERS/
THE PROSECUTOR OF GLOUCESTER COUNTY

AND

P.B.A. LOCAL #122

JANUARY 1, 2020 THROUGH DECEMBER 31, 2023

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ARTICLE I - RECOGNITION

The County of Gloucester recognizes the New Jersey State Policemen's Benevolent Association, Local #122, as the exclusive majority representative for the purpose of collective negotiations regarding terms and conditions of employment of the salaried and sworn personnel, for the Investigators/Detectives of the Gloucester County Prosecutor's Office.

ARTICLE II – DUES DEDUCTION

1. The Employer agrees to make payroll deduction of PBA dues when authorized to do so by the employees on the appropriate form. Union dues deduction shall be exclusive as to PBA Local 122. The amount of said deduction shall have been certified to the Employer by the Treasurer of the PBA. The Employer shall remit the dues to an address designated by the PBA no later than the last day of the calendar month in which such deductions are made (or earlier, if reasonably possible), together with a list of employees from whose pay such deductions were made.
2. Employees who have authorize the payroll deduction of fees to the PBA may revoke such authorization by providing written notice to the Employer during the ten days following each anniversary date of their employment. Within five days of receipt of notice from an employee of revocation of authorization for the payroll deduction of fees, the Employer shall provide notice to the PBA of an employee's revocation of such authorization. The effective date of a termination in deductions shall be July 1 next succeeding the date on which notice of withdrawal is filed by an employee with the employer's disbursing officer.
3. **Save Harmless.** The PBA shall indemnify, defend and hold the Employer harmless against all claims, demands, suits, or other forms of liability that shall arise out of fee deductions by the Employer for the PBA which the Employer has remitted to the PBA and reliance by the Employer on any representations made by the PBA with respect to this Article. The Employer will give the PBA notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph.
4. Disclosure of Personnel Records Pursuant to N.J.S.A 47:1A-10 the Open Public Records Act (OPRA) the Employer and Union agree that all personnel records of individual bargaining unit employees shall be maintained in confidence and shall not be disclosed except to authorized persons. An employee shall have the right to inspect his or her own personnel records upon written request from the employee, and upon twenty-four (24) hour notice, at a mutually convenient time as set by the Personnel Department. Each employee will have the right to receive a copy of any document that is to be placed in the employee's personnel file. The employee may attach a response to such document, as may the County, and the employee must initial the document to signify that the employee has received the document.
5. **Disciplinary Records.** All final disciplinary records on employees, from a written reprimand or above, will be kept in confidential files in the Prosecutor's Office with copies in the Personnel

Department. Each employee will receive a copy of any finalized documents critical of the employee or the employee's job performance and will be required to sign such documents, which is to be placed in his or her personnel file. Signing of the document does not indicate agreement. The employee may, at his or her option, submit a written response to such document, which shall be included with the document in the employee's file.

6. **Union Time Off.** Pursuant to 40A:14-177 Attendance at State, national convention of certain organizations. The heads of the county offices of the several counties and the head of every department, bureau and office in the government of the various municipalities shall give a leave of absence with pay to persons in the service of the county or municipality who are duly authorized representatives of an employee organization as defined in subsection e. of section 3 of P.L.1941, c.100 (C.34:13A-3) and affiliated with the New Jersey State Policemen's Benevolent Association, Inc., Fraternal Order of Police, Firemen's Mutual Benevolent Association, Inc. or Professional Fire Fighters Association of New Jersey to attend any State or national convention of such organization, provided, however, that no more than 10 percent of the employee organization's membership shall be permitted such a leave of absence with pay, except that no less than two and no more than 10 authorized representatives shall be entitled to such leave, unless more than 10 authorized representatives are permitted such a leave of absence pursuant to a collective bargaining agreement negotiated by the employer and the representatives of the employee organization, and for employee organizations with more than 5,000 members, a maximum of 25 authorized representatives shall be entitled to such leave.

A certificate of attendance to the State convention shall, upon request, be submitted by the representative so attending.

Leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for time to travel to and from the convention, provided that such leave shall be for no more than seven days.

ARTICLE III – GRIEVANCE PROCEDURE

1. Definitions

- A. *Grievance* - an allegation by an Employee that a specific provision of this Agreement has been violated.
- B. *Employee* - any member of this bargaining unit.
- C. *Employer* - the Prosecutor of the County of Gloucester.

2. Purpose

- A. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
- B. Nothing herein contained shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate member of the administration; and to have the grievance adjusted without the intervention of P.B.A. Local #122.

3. Presentation

The majority representative or its designee shall have the right to present his/her grievance on his/her own, or by an attorney, or to designate a representative of P.B.A. Local #122 to appear with him/her in accordance with the following steps:

STEP I - the majority representative or its designee shall deliver a written and signed grievance to his/her Chief within ten (10) calendar days of the occurrence of the grievance. The Chief shall render a written decision within ten (10) days after receipt of the grievance.

STEP II - In the event a satisfactory settlement has not been reached through Step I procedures, the Employee may file a written signed grievance with the Prosecutor, or her designee, within five (5) calendar days following the receipt of the decision at Step I. The Prosecutor, or designee, shall render a written decision within ten (10) calendar days after receipt of the grievance.

STEP III - In the event that the aggrieved person is not satisfied with the decision of the County Prosecutor, the aggrieved person or P.B.A. Local #122, on his/her behalf, has fifteen (15) days within which to notify the Prosecutor, in writing, of his/her intentions to file for binding arbitration.

- A. The arbitrator shall be selected in accordance with the rules and regulations of the New Jersey Public Employment Relations Commission.
- B. The Arbitrator's decision shall be in writing and shall not be issued later than thirty (30) calendar days after the close of the arbitration hearing. The decision shall set forth the Arbitrator's findings of fact, reasons, and conclusions on the issue or issues submitted.
- C. The cost for the services of the Arbitrator shall be borne equally by the County of Gloucester and P.B.A. Local #122. All other expenses incidental to and arising out of the arbitration shall be paid by the party incurring same.
- D. The Arbitrator's decision shall be final and binding on both parties. The time limits specified in the grievance procedure shall be construed as maximum time limits. However, these may be extended upon mutual agreement between the parties in writing.

ARTICLE IV - MANAGEMENT RIGHTS

Except as modified, altered, or amended by the within Agreement and subject to law, the Employer shall not be limited in the exercise of his statutory management functions. The Employer hereby retains the exclusive right to hire, direct, and assign the working force; to plan, direct, and control operations; to discontinue, reorganize or combine any section with any consequent reduction or other changes in the working force observing demotional rights established by the Department of Personnel procedures; to introduce new or improved methods of facilities regardless of whether or not the same causes a reduction in the working force, and in all respect to carry out the ordinary and customary functions of management, including the establishment of such operational rules as it shall deem advisable.

ARTICLE V - WAIVER CLAUSE

The parties agree that all negotiable items have been negotiated and that this Agreement constitutes the full agreement of the parties on those items.

ARTICLE VI - WORK CONTINUITY

P.B.A. Local #122 agrees that, for the life of this contract, there shall be no strike, slow down, sick out, or other similar concerted action, nor shall there be any individual action, the purpose of which is to induce the Employee to engage in such prohibited activities.

ARTICLE VII - RATES OF PAY

Attachment A represents the salary guide effective January 1, 2020 for all unit employees, and includes the base salary for each step of the guide.

Salary and step increases are retroactive to January 1, 2020. Attachment A represents the following increases:

- a. 2% increase on base salary on all steps effective January 1, 2020;
- b. 2% increase on base salary on all steps effective January, 2021;
- c. 2% increase on base salary on all steps effective January 1, 2022; and
- d. 2% increase on base salary on all steps effective January 1, 2023.

Rates of compensation provided for in this agreement are fixed on the basis of full time service in a full time position. If any position is established on a basis of less than full time service or if the incumbent of any full time position is accepted for employment on a part time basis only, the rate of compensation provided for the position (unless otherwise stated), shall be proportionately reduced in computing the rate of compensation payable for part time service.

The Gloucester County Prosecutor shall retain the right to hire any person at a starting salary at any level based on his discretion, but in no event to exceed First Class Investigator/Detective pay, Step One (1) nor less than Step Nine (9). For Employees hired after January 1, 2014, other than recruits in the academy, starting salary shall be at Step Nine (9), unless the Prosecutor determines otherwise, but in no event shall the salary be less than Step Nine (9) or greater than Step One (1).

In any case where a more qualified person is available, the Employer may make such an adjustment in the hiring rates as deemed necessary to properly and justifiably fill a position. The attached pay scales are based on accumulated time as an Investigator/Detective with the Gloucester County Prosecutor's Office.

Effective January 1, 2020, the employee shall move to the next increment on January 1st. New hires must be employed for a minimum of six (6) months prior to moving to the next step in pay grade. If a new hire has not been employed for six (6) months as of January 1st of each year, they will move to the next step in pay grade immediately following their six (6) month anniversary. Thereafter, they will move to the next step every January 1st.

ARTICLE VIII – (INTENTIONALLY LEFT BLANK)

ARTICLE IX - SICK LEAVE

The minimum sick leave with pay shall accrue to any full-time Employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after the initial appointment, and fifteen (15) days as of the first working day of the year for each subsequent calendar year thereafter. All unused sick leave in any calendar year shall accumulate from year to year.

Reimbursement for Unused Sick Leave

When the Employee covered under the Agreement retires from the Gloucester County Prosecutor's Office with twenty-five (25) years of credited service in a New Jersey locally or State administered pension system, or has terminated in good standing with fifteen (15) years of service with the Gloucester County Prosecutor's Office, the Employee shall be entitled to sell back 50% of his/her accumulated sick leave with a ceiling of \$15,000.00. The rate of pay for this sell back will be the Employee's hourly rate of pay at the time of retirement. A maximum of three (3) months terminal leave may be utilized prior to the last working day. This terminal leave provision is inapplicable to any Employees hired on or after May 22, 2010.

Sick Leave Donation

Any Employee who has suffered from a catastrophic illness or injury may receive sick leave voluntarily donated by fellow Employees, subject to the following conditions:

- A. A catastrophic illness or injury shall be understood as a condition which requires a period of treatment or recuperation, as a result of which the Employee has been unable to work for at least two months or is expected to be out of work for at least two months based on medical prognosis.
- B. An Employee will be eligible to receive up to 90 days of donated sick leave, provided he or she has exhausted all accrued sick, vacation, and administrative leave.
- C. An Employee may donate up to five (5) sick days to another Employee provided he or she retains a balance of at least forty (40) sick days, An Employee may donate up to ten (10) days provided he or she retains a balance of eighty (80) days, or up to fifteen (15) days with a balance of one hundred twenty (120) days.
- D. Any donated sick days that remain unused by the recipient upon his or her return to work will be restored to the donor Employees on a pro-rated basis,
- E. No Employees shall be subject to coercion of any kind in connection with the donation of sick leave. Donations will be strictly confidential.

Sick Leave Sell-Back

Employees hired on or before May 21, 2010, will be permitted to surrender 3 days of accumulated sick leave in exchange for 1 day pay, at an annual maximum exchange of up to 10 paid days; subject, however to the employee maintaining a minimum sick leave time balance of 30 days in its bank after the exchange.

Bereavement

Employees shall be entitled to three (3) days leave per incident with pay for death in the immediate family, the immediate family is defined as: mother, father, husband, wife, child, sister, brother, aunts, uncles, nieces, nephews, in-laws, grandfather, grandmother, foster child, grandchild, and domestic partner as defined under New Jersey law. Employees shall be entitled to one (1) day leave per incident with pay, for death of any other relative not referenced in this paragraph. Such bereavement leave shall not be deducted from annual sick leave.

ARTICLE X - VACATIONS

Effective January 1, 2020, all full-time Employees shall be credited vacation leave based on years of service as follows:

During the first calendar year of employment: One working day of vacation for each full month.

During the 2nd through 4th calendar year, fourteen (14) vacation days per year.

During the 5th through 9th calendar year, sixteen (16) vacation days per year.

During the 10th through 14th calendar year, twenty (20) vacation days per year.

During the 15th through 19th calendar year, twenty-five (25) vacation days per year.

During the 20th through 24th calendar year, twenty-seven (27) vacation days per year.

During the 25th calendar year and years following, thirty-two (32) vacation days per year.

Where, in any calendar year, the vacation or any part of it is not taken by the Employee, such vacation leave or parts thereof shall accumulate and shall be granted during the next succeeding calendar year only.

The Employee shall be allowed to carry over the preceding year's earned vacation leave. Upon the death of the Employee, any earned vacation leave not used, shall be calculated and paid to the estate.

The Employee retiring or otherwise separating, shall be entitled to pro-rated allowance for the current year in which the separation, or retirement become effective. Any vacation leave, which may have been carried over from the preceding calendar year will be included.

Vacation Leave Sell-Back

Employees may sell-back, at their hourly rate of pay, a maximum of ten (10) days of unused vacation time. Employees participating in vacation leave sell-back must submit their request by September 1st of each year and should be paid the first full pay period of November each year.

ARTICLE XI - HOLIDAYS

There shall be a minimum of thirteen (13) holidays per year, in accordance with the schedule to be determined by the Gloucester County Prosecutor. Additional holidays shall be granted as legally mandated or by determination of the Employer.

Any association member who is called to duty, or is required or scheduled to work any special assignment on any holiday, will be compensated at the rate of time and one-half (1½) for all hours worked during that holiday.

ARTICLE XII - PERSONAL DAYS

Every member of this bargaining unit will receive three (3) personal days. These days must be used in the calendar year in which they are earned. If possible, personal days should be requested by the Employee 48 hours in advance, and must receive approval from the County Prosecutor or her designee. Personal days are defined as days needed to conduct personal business which cannot be

conducted except during normal working hours. For the purpose of this contract, the Employee shall not be required to disclose the reasons for this personal day.

ARTICLE XIII - EXPENSES

Members of this bargaining unit shall be entitled to compensation of all reasonable expenses incurred in the performance of his/her duties, provided receipts for items purchased are produced.

Employees shall be fully reimbursed for all reasonable expenses related to travel, lodging and meals for all performance related activities located 75 miles or greater from the Gloucester County Prosecutor's Office.

All expenses shall be reimbursed within sixty (60) days of a complete submission of expenses.

ARTICLE XIV - (INTENTIONALLY LEFT BLANK)

ARTICLE XV - HOURS OF WORK

The work period for all unit members shall be considered to be forty (40) hours during a one (1) week period. The normal working day will commence at 8:00 a.m. and terminate at 4:30 p.m. At the approval of the Gloucester County Prosecutor, employees may request to reasonably adjust their hours of work. Such approval shall not be unreasonably withheld.

All accrued time off shall be considered as an 8 hour day and as of the signing of this contract, any employee, who has sick, vacation and personal days in seven (7) hour increments, shall be credited one additional hour for each such day.

ARTICLE XVI - EDUCATION ASSISTANCE

The Employer agrees to reimburse tuition book costs, fees and other course related materials upon satisfactory completion, up to a maximum of \$2,500 per year, per employee, for college and post-secondary courses that are approved in advance and related to or may lead to the advancement in related positions, as determined by the Gloucester County Prosecutor and/or his/her designee. Such approval shall not be unreasonably withheld.

ARTICLE XVII - OVERTIME COMPENSATION

That for all hours worked in excess of forty (40) hours during any such one (1) week period, the unit members shall receive time and one-half (1½) of his/her regular hourly rate or as

compensatory time at a rate of time and one-half (1½), at the election of the Employee. For overtime calculation purposes, time worked includes vacation leave, compensatory time leave, sick leave, bereavement leave, administrative leave, union leave and holiday leave. An Employee may carry over to the following year up to one-hundred and twenty (120) hours of accrued compensatory time upon signing of this Agreement. No Employee may carry over to the following year more than 120 hours of accrued compensatory time. Any additional regular hours worked between November 1st and December 31st that exceed the one-hundred and twenty (120) hour cap will be paid at the Employee's time and one half (1½) rate. Any time accrued over one-hundred and twenty (120) hours shall be used within a thirty (30) day period, unless permission to extend the period is granted from the County Prosecutor or designee. Any unused compensatory time shall be paid to the Employee at time of retirement or separation from employment.

ARTICLE XVIII - STANDBY COMPENSATION/PAY

If any unit Employee is required to be on weekend standby, such Employee shall be compensated ten (10) hours compensatory/overtime. If the Employee is called out, the Employee shall be paid time and one-half (1 ½) for all hours worked. If the employee is called out, the employee shall be paid a minimum of two (2) hours.

If any unit member is required to be on weekend standby wherein a holiday immediately precedes or follows the weekend, the Employee shall be compensated (10) hours compensatory/overtime hours for Saturday and Sunday. The Employee will also be given ten (10) hours additional compensatory/overtime for the holiday. If the Employee is called out, he/she will receive time and one-half (1 ½) his/her regular hourly rate for hours worked during the holiday.

Hours worked in excess of 40 hours for the one week pay period will be at a rate of pay of one and one-half (1 ½) time the Employee's regular hourly rate of pay or as compensatory time at a rate of time and one-half (1½), at the election of the Employee.

ARTICLE XIX - OUTSIDE EMPLOYMENT

No Employee covered by this Agreement shall hold any outside employment without obtaining prior written approval from the Prosecutor or her expressed designee. Such approval shall not be unreasonably withheld.

ARTICLE XX - AUTOMOBILE

Subject to the sole determination of the Prosecutor, automobiles may be furnished to members of this bargaining unit in order to complete their employment responsibilities. However, if any such person is required to use his/her personal vehicle, at any time, for County business, he/she will be reimbursed at the applicable I.R.S. rate per mile, or at any increased rate as may be granted by the Prosecutor. No use of a personal vehicle will be compensated without prior approval by the Prosecutor or her designee.

ARTICLE XXI - MEDICAL COVERAGE

SECTION 1 - The Employer agrees to continue the following insurance coverage for the Employee and his or her family, inclusive of all eligible dependents. In the event an employee's death occurs in the line of duty, health and prescription coverage shall continue for the employee's spouse (unless they remarry) and dependents (unless they age-out) indefinitely. In the event an active employee's death occurs outside of the line of duty, health and prescription coverage shall continue for the employee's spouse (unless they remarry) and dependents (unless they age-out) for one (1) year.

There shall be no change in the medical coverage presently maintained and paid for by the Board of Chosen Freeholders on behalf of the Employees, except in the case of a new plan that is equivalent or better. No changes will be made without first discussing them with P.B.A. Local #122.

A. **Medical.** Medical coverage will be in accordance with any of the plans offered by the State Health Benefits Program (SHBP) as of the signing of this Agreement. Co-payments, co-insurance, coverage limits and exclusions shall not be materially changed.

B. **Vision Care.** Allowances for the following items shall be as indicated: examination \$30.00; Frames \$20.00; single vision lenses \$30.00; bifocal lenses \$40.00; trifocal lenses \$50.00; lenticular lenses \$100.00; contact lenses \$200.00.

C. **Prescription.** Prescription drug coverage will be in accordance with any of the employee prescription drug plans offered by the State Health Benefits Program. Co-payments, co-insurance, coverage limits and exclusions shall not be materially changed.

D. **Premium Sharing.** Effective January 1, 2020 through December 31, 2023, all active unit employees who have not withdrawn from the County's health insurance program, shall contribute towards the cost of health insurance in accordance with the provisions of P.L. 2011, Chapter 78. Employees shall contribute towards the cost of coverage for medical and prescription drug benefits at percentages based upon the employee's base salary, as follows:

1. 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.
2. 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.
3. 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.
4. 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.

5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. After open enrollment in 2020 and prior to 12/25/2020, employees enrolling in the above-identified plans 1. through 9. 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.
11. 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.

These payments shall be made on a pre-tax basis pursuant to an L.R.S. §125 Salary Reduction Premium-Only Plan, in accordance with the County's regular payroll practices. This contribution shall not be made by any active employee who has opted out of medical and prescription insurance coverage and/or who receives only dental or vision coverage, and unless expressly stated by law.

After open enrollment in 2020 and prior to 12/25/2020, employees enrolling in the above-identified plans, except for NJ DIRECT 10, 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.

SECTION 2 - The Employer agrees to provide disability coverage to all eligible Employees under the State Temporary Disability Benefits Law. Coverage will be financed by Employer- Employee contributions as required by law.

SECTION 3 - The Employer shall continue to provide dental insurance in accordance with the current indemnity plan for Employees only. As an alternative to the indemnity plan, the employee shall offer coverage through a dental plan organization, the terms of which shall be agreed upon by the Employer and PBA Local 122. Employees who elect to enroll in the dental plan organization may also enroll their dependents. Employees who do not have medical and prescription coverage pursuant to Sections 1 (A) and (C) above but receive dental coverage under this Section, at a cost to the Employer which shall be capped at \$22 per month, will make contributions towards the cost of coverage on a pre-tax basis pursuant to an I.R.S. §125, Salary Reduction Premium Only Plan, in accordance with the County's regular payroll practices. Any and all premium costs over \$22 per month shall be the responsibility of the employee. Open enrollment periods for the dental plan shall be in November of each year, for coverage beginning January 1.

SECTION 4 - Employees who terminate their employment or are on unpaid leave of absence after the fifth day of the month shall have their health benefits continued by the Employer for one calendar month following the month in which the leave begins. Employees on approved leaves of absence may continue coverage thereafter at their own expense by paying the applicable premium charges to the employer four (4) weeks in advance of the coverage month.

SECTION 5 - In January of each year, Employees who are enrolled in the medical or prescription plans pursuant to Section I (A) may elect to waive either or both coverages, subject to the following provisions:

A. Employees will be permitted to waive Employer provided medical coverage only upon furnishing proof of other medical coverage through a spouse's employer or other source.

B. Waivers of coverage shall remain in effect unless the Employee elects to re-enroll during subsequent open enrollment period or unless the Employee loses his or her alternative coverage, (i.e. termination of a spouse's employment). An employee who re-enrolls because of a loss of alternative coverage shall resume coverage under the Employer's plan within sixty (60) days after giving notice or as soon thereafter as is permitted under the insurance then in effect.

C. Waivers of coverage will take effect January 1, following the Employee's election.

D. Employees who have waived coverage, but plan to apply for post-retirement medical or prescription coverage pursuant to paragraphs A and C of Article XXI, must be re-enrolled in the respective plans at open enrollment.

SECTION 6 - Flexible Spending Account - Pursuant to P.L. 2011, Chapter 78, the Employer shall provide a flexible spending account (FSA) to permit employees to voluntarily set aside, on a pre-tax basis, a portion of their earnings to pay for qualified medical, vision, and dental expenses not otherwise covered by their health benefits plan, pursuant to §125 of the Internal Revenue Code, 26 U.S.C. §125.

ARTICLE XXII - MEDICAL COVERAGE UPON RETIREMENT

A. The Employer shall continue to pay for the Employee's family health coverage, under the New Jersey State Health Medical Benefit Act or its equivalent, upon the Employee's retirement from a New Jersey locally or State administered pension system. The Employee must retire from said pension system with twenty-five (25) years of credited service. In addition, such coverage shall be continued for all employees who retire through PFRS on a disability pension, together with their dependents or survivors.

B. The Employer shall also continue to pay for the Employee's prescription plan, including family prescription plan, (which shall be the same plan as available to active employees), upon the Employee's retirement from a New Jersey locally or State administered pension system. The Employee must retire from said system with twenty-five (25) years of credited service and have seven (7) years of service with the County of Gloucester before becoming eligible for this benefit. Health and prescription coverage shall continue for the Employee's spouse and family in the event of the Employee's death.

C. The County will reimburse eligible retirees for the excess costs incurred for prescription co-payments under the State Health Benefits Program (SHBP), or its equivalent, as compared to what they would have incurred for the same prescription benefits under the corresponding SHBP plan, or its equivalent, had they remained active employees with the County.

D. Eligible retirees may submit claims for reimbursement of excess co-payments by submitting a claim form to the Gloucester County Human Resources Department identifying the actual charges for each prescription and the date the prescription was filled, together with a receipt or other statement from the pharmacy or the prescription benefits manager verifying the charges. Each claim form must cover at least one (1) full calendar quarter.

E. Effective January 1, 2015, employees with less than 20 years of creditable service in one or more State or locally administered retirement systems as of June 28, 2011, and who subsequently retire after the signing of this contract, shall only make health care contributions during retirement and in accordance with any applicable requirements in P.L. 2011, Chapter 78. Employees with 20 or more years of creditable service as of June 28, 2011 are exempt from this contribution obligation.

ARTICLE XXIII - LEAVE OF ABSENCE

SECTION 1 - Disability due to pregnancy shall be considered as any other disability in accordance with federal law.

SECTION 2 - Leaves of absence without pay may be granted for a period not to exceed six (6) months with written approval of the respective appointing authority. Renewal by the appointing authority of such leave for another six (6) months may also be granted.

It is understood that childcare leave to care for an infant less than sixty (60) days of age at commencement of such leave is provided in this section.

Family Medical Leave

All applicable requirements of the State Family Leave Act (hereinafter "FLA") and the Federal Family and Medical Leave Act (hereinafter "FMLA") shall be followed with respect to Employees who request leave for:

1. childbirth
2. care of a newborn child
3. care of a newly adopted child
4. care of a newly placed foster child
5. care of a parent, child or spouse with a serious health condition
6. serious health condition on the part of the employee.

In accordance with the FMLA, Employees with at least one year of service who have worked for the Employer at least 1,250 hours in the preceding twelve months (1,000 hours under the FLA) are entitled to twelve weeks of qualifying leave during a twelve-month period (24-month period under the FLA). An Employee's twelve-week leave period shall be measured beginning with his/her first day of FMLA leave. Paid leave time will count as time worked for purposes of meeting the hours-of-work threshold. However, paid vacation, administrative or compensatory time off shall not be counted against an Employee's twelve-week FMLA or FLA entitlement, regardless of whether such leave is used for an otherwise qualifying reason.

Any Employee taking an unpaid leave of absence shall be permitted to continue his/her health benefit coverage after Employer-paid coverage ends by paying the monthly premiums prior to the coverage month. In addition, an eligible Employee who takes leave qualifying under the FLA or the FMLA shall have coverage continued by the Employer during such leave.

ARTICLE XXIV - CLOTHING ALLOWANCE

Members whose clothing has been damaged as a result of service and is no longer serviceable, shall be compensated for the full replacement value.

ARTICLE XXV - UNIT LEADER PAY

The designated unit leader shall be compensated at the rate of a Sergeant when he assumes the responsibilities of said unit after two consecutive days or after 10 days cumulative in one year.

ARTICLE XXVI - ACKNOWLEDGEMENT OF STATUS AND RIGHTS

For the term of this Agreement, the title of County Investigator shall be changed to Prosecutor's Detective. The title change only affects the actual "Title" itself and not the job description and Civil Service Classification. Said title change shall not affect the powers, duties,

or rights attached to the Employee's position. Employees acknowledge that a Prosecutor's Detective is the equivalent, both professionally and legally, of a County Investigator pursuant to *N.J.S.A. 2A:157-10*. Employees further recognize that a Prosecutor's Detective is not the equivalent of a County Detective, as that position is defined by *N.J.S.A. 2A:157-2* and that, by virtue of the change in the Employee's job title to Prosecutor's Detective, the Employees will not become a member of the classified service of the Civil Service. Employees also agree to sign a Waiver acknowledging same. Said Waiver will be maintained in the Employee's Gloucester County Prosecutor's Office personnel files. The Employees are covered by the provisions under *N.J.S.A. 2A:157-10* and any amendments thereto.

ARTICLE XXVII - GENERAL PROVISIONS

Should any portion of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific portion of the Agreement affected by such decision.

It is agreed that the Employer and P.B.A. Local #122 may meet from time to time, upon reasonable request of either party, to discuss matters of general interest and concern, matters that are not necessarily a grievance as such. Such meetings may be initiated by written request of either party, which shall reflect the precise agenda of the meeting. A minimum of seven (7) days advanced notice will be given the P.B.A. Local #122 or the Employer.

All aspects of this Agreement, including salary and economic benefits, shall be retroactive to January 1, 2020, unless otherwise stated in the Agreement, and shall be paid to all employees on the payroll at the time that the Agreement has been signed and to any employee who retired between the expiration of the most recent contract and that date. Any employee who resigned or is terminated during this period is not eligible for retroactive pay, unless otherwise ordered by a Court or Administrative Agency. All retroactive monies will be paid as soon as possible after ratification of this Agreement. All such monies shall be paid by separate check and shall not be included in regular pay.

ARTICLE XXVIII - EQUAL TREATMENT

The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, political affiliation, sexual orientation, physical challenge, union membership, or legal union activities.

ARTICLE XXIX - LIAISON

A maximum of three (3) representatives of P.B.A. Local #122 and three (3) representatives for the Employer shall meet at a time mutually convenient to both parties during March and September to discuss substantive items of mutual concern. Such meeting may be initiated by either party to this Agreement upon written notification to the other party; and such written notification shall explicitly list the items(s) for discussion so as to allow the other party opportunity to prepare

relevant data so as to make such discussion productive. It is expressly understood that such meeting(s) are not intended to be negotiation sessions.

It will be the responsibility of all three, whoever they might be at the given time, to serve as representatives of the association with regard to the grievances or concerns, etc., and will serve for the duration of this contract or until replaced through resignation of a representative or vote of the body.

ARTICLE XXX - SENIORITY

For purposes of layoffs and recalls, seniority shall be the determining factor, with seniority defined as the Employee's date of hire as an Investigator/Detective with the Gloucester County Prosecutor's Office. Upon written request from the Union, the Employer shall furnish a complete seniority list ranked by date of hire.

ARTICLE XXXI - WORKER'S COMPENSATION

A. Under the New Jersey Worker's Compensation Law, employees of Gloucester County injured while in the course of their employment are entitled to be paid by the County's Worker's Compensation Insurance Carrier, provided the insurance carrier has determined that the disability is job-related. The Board of Chosen Freeholders has, by policy, declared that it will supplement the insurance check up to the employee's full salary for one (1) year.

B. Employees on Worker's Compensation after the first year shall receive only the amount of compensation due them from the Worker's Compensation. No additional financial compensation shall be provided to the employee by the County.

ARTICLE XXXII - DURATION

This Agreement shall be effective as of January 1, 2020 and shall remain in full force and effect until the 31st day of December 2023, or until a new Agreement is signed.

It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, one hundred and twenty (120) days prior to the anniversary date that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the anniversary date. This Agreement shall remain in force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph;

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

Any changes, modifications or amendments, or any one part of this contract shall not cause a change, modification or amendment in any other part unless expressly so stated and this Agreement shall continue in full force and effect, this writing contains the entire Agreement between the parties and shall not be changed, enlarged, diminished, or modified in any way except as herein granted with expressed written approval of both parties.

AUTHORIZED SIGNATURES

**County of Gloucester Board of Chosen
Freeholders/The Prosecutor of Gloucester
County**

PBA Local 122

Christine Hoffman, Prosecutor

Dated:

Keith Palek Jr., PBA Local 122 - Detective

Dated:

Robert Damming, Freeholder Director

Dated:

Steven Hogan, PBA Local 122 - Detective

Dated:

Chad M. Bruner, County Administrator

Dated:

Christopher Senor, PBA Local 122 - Detective

Dated:

ATTACHMENT A - SALARY GUIDE

Employees hired before January 1, 2014

Steps	2.00%	2.00%	2.00%	2.00%
	2020	2021	2022	2023
9	96,759.24	98,694.42	100,668.31	102,681.68
8	102,948.60	105,007.57	107,107.72	109,249.88
7	107,581.44	109,733.07	111,927.73	114,166.28
6	110,900.52	113,118.53	115,380.90	117,688.52
5	115,059.06	117,360.24	119,707.45	122,101.59
4	119,086.02	121,467.74	123,897.10	126,375.04
3	123,568.92	126,040.30	128,561.10	131,132.33
2	125,111.16	127,613.38	130,165.65	132,768.96
1	127,616.28	130,168.61	132,771.98	135,427.42

Employees hired after January 1, 2014

Steps	2.00%	2.00%	2.00%	2.00%
	2020	2021	2022	2023
Recruit/Academy	89,842.62	91,639.47	93,472.26	95,341.71
Post Academy	90,862.62	92,679.87	94,533.47	96,424.14
Post Academy / One Year Experience	91,882.62	93,720.27	95,594.68	97,506.57
9	96,759.24	98,694.42	100,668.31	102,681.68
8	102,948.60	105,007.57	107,107.72	109,249.88
7	107,581.44	109,733.07	111,927.73	114,166.28
6	110,900.52	113,118.53	115,380.90	117,688.52
5	115,059.06	117,360.24	119,707.45	122,101.59
4	119,086.02	121,467.74	123,897.10	126,375.04
3	123,568.92	126,040.30	128,561.10	131,132.33
2	125,111.16	127,613.38	130,165.65	132,768.96
1	127,616.28	130,168.61	132,771.98	135,427.42

B-1

RESOLUTION AUTHORIZING A GRANT APPLICATION AND ACCEPTANCE OF FUNDS WITH THE NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY FOR THE CLICK IT OR TICKET GRANT FOR A GRANT AMOUNT OF \$40,000.00 FROM MAY 1, 2021 THROUGH JUNE 30, 2021

WHEREAS, the Gloucester County Prosecutor wishes to submit a grant application to the New Jersey Division of Highway Traffic Safety for the Click It or Ticket Grant in the amount of \$40,000.00, which funds will be used to reimburse various municipalities for 727 hours of incurred overtime expenses during Click It or Ticket details throughout Gloucester County, where law enforcement conducts special seat belt enforcement patrols in an effort to reduce the number of serious injuries and fatalities from motor vehicle crashes; and

WHEREAS, the County Prosecutor’s Office has reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders that all information contained in the grant application and in its attachments is true and correct; and

WHEREAS, the County Prosecutor’s Office has submitted the grant application to the County’s Department of Treasury for review, and said agency has approved the application, and the Board of Chosen Freeholders of the County understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued for the administration of grant projects; and

WHEREAS, the total amount of grant funds to be requested is \$40,000.00 for the grant period from May 1, 2021 to June 30, 2021 via State Grant number FED-2021-Gloucester County-00124.

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

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 27, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

TOTAL PROGRAM BUDGET \$ 40,000.00

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ 0

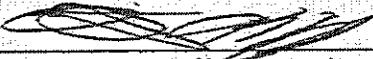
TOTAL OTHER EXPENSES (b): \$ 40,000.00

TOTAL FRINGE (c): \$ 0

TOTAL PROGRAM COST (d): \$ 40,000.00

TOTAL GRANT FUNDING (e): \$ 40,000.00

TOTAL COUNTY FUNDING (f): \$ 0

DEPT. HEAD: 
Christine A. Hoffman, Acting Prosecutor

DATE: April 6, 2020

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

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

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

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

RESOLUTION AUTHORIZING AN APPLICATION AND ACCEPTANCE OF FUNDS FROM THE NJ DIVISION OF CRIMINAL JUSTICE FOR THE VICTIMS OF CRIME ACT GRANT FOR \$421,181.00, WITH AN IN-KIND MATCH OF \$289,114.00, FOR A TOTAL AMOUNT OF \$710,295.00 FOR GRANT PERIOD JULY 1, 2020 TO JUNE 30, 2021

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

WHEREAS, the Victims of Crime Act Grant includes State funding in the amount of \$421,181.00, with an in-kind match of \$289,114.00, for a total amount of \$710,295.00 for grant period July 1, 2020 to June 30, 2021; and

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

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

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday May 27, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ 349,325

TOTAL OTHER EXPENSES (b): \$ 12,342

TOTAL FRINGE (c): \$ 289,114

TOTAL PROGRAM COST (d): \$ 710,295

TOTAL GRANT FUNDING (e): \$ 421,181

TOTAL COUNTY FUNDING (f): \$ _____

DEPT. HEAD: _____
Signature

DATE: _____

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

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

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

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

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH
COLORSOURCE, INC., FOR \$101,746.68**

WHEREAS, the County of Gloucester has a need for services of Vote-By-Mail Application Mailing; and

WHEREAS, the Clerk of Gloucester County recommends that said services be provided by ColorSource, Inc. of 7025 Central Highway, Pennsauken, New Jersey 08109; and

WHEREAS, the cost proposal of ColorSource, Inc. is estimated for \$101,746.68 based upon the number of registered voters, election districts and the number of elections; and

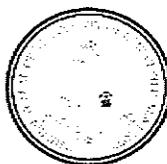
WHEREAS, the Treasurer for the County has certified the availability of funds for the emergency provisions in the amount of \$101,746.68, pursuant to C.A.F. #20-04134, which amount shall be charged against budget line item 0-01-20-120-002-20275.

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the 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 with ColorSource, Inc. for the provision of services of Vote-By-Mail Application Mailing for the Primary Election, for \$101,746.68.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 27, 2020, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD

**CONTRACT BETWEEN
COLORSOURCE, INC.
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 27TH day of May, 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 **COLORSOURCE, INC.** of 7025 Central Highway, Pennsauken, New Jersey 08109, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, there exists a need for the County to contract for services of Vote-By-Mail Application Mailing for the Primary Election; and

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

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

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

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

TERMS OF AGREEMENT

1. **TERM.** Contract shall be effective upon the execution of contract and Vendor shall complete delivery and all services within a reasonable period of time.
2. **COMPENSATION.** Vendor shall be compensated in a total contract amount of \$101,746.68, as per Vendor's Quote, dated May 20, 2020, attached hereto as **Attachment A**.

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

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

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

3. DUTIES OF CONTRACTOR. The specific duties of the Vendor shall be as set forth in **Attachment A, *Vendor's Quote***, dated May 20, 2020, which is attached hereto 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 of the vendor's proposal.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

damages due the County from the Vendor is determined.

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

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

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

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

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

11. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of

New Jersey. Vendor shall, simultaneously with the execution of this contract, deliver certifications of said insurance to County, naming County as an additional insured.

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

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

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

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

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

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

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

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

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

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

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

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

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

24. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of County, incorporated into this Contract by reference and Vendor's Quote, dated May 20, 2020. If there is a conflict between this Contract and the specification or the Vendor's Quote, 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**

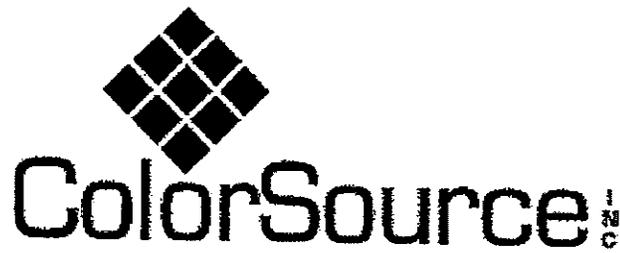
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

COLORSOURCE, INC.

**BY:
TITLE:**

ATTACHMENT A



7025 Central Hwy. Pennsauken NJ 08109
856-488-8100 800-554-9169 fax: 856-488-9181
Visit us on our website colorsourceinc.com

Quotation

Quote No.: 44998

Date: 05/20/20

TO: GLOUCESTER COUNTY CLERK
ELECTION DIVISION
550 GROVE RD
WEST DEPTFORD, NJ 08096

(856) 384-4531

Description: **GLOUCESTER COUNTY PRIMARY ELECTION MATERIAL**

133,092 - INSERTION AND MAIL: .29/ EACH
150,000 OUTER MAILING WINDOW ENVELOPE: 11 X 6 3/8 - .0665/ EACH
150,000 YELLOW CERTIFICATE ENVELOPE PEEL AND SEAL 10.25 X 5.75: .217/each
150,000 GREEN TINTED WINDOW BUS. REPLY REMOISTABLE GLUE 10.375 X 5.75: .1375/each

Thank you for the opportunity to quote.

FRED DeMARCO.

RESOLUTION AUTHORIZING EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY AND THE TOWNSHIP OF WEST DEPTFORD FOR THE PURCHASE AND USAGE OF FUEL

WHEREAS, the County of Gloucester has a need for the purchase and usage of fuel for County vehicles; and

WHEREAS, the Township of West Deptford has the capability of providing such fuel and is willing to provide access to fuel pumps located at the Township's Public Works site, at a cost based on the Township's actual costs; and

WHEREAS, N.J.S.A. 40A:65-1 et seq. specifically authorizes local government units, including counties and municipalities, to enter into agreements for the provision of shared services.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board is directed to attest to the Shared Services Agreement between the County of Gloucester and the Township of West Deptford regarding the purchase and usage of fuel for County vehicles, in accordance with the terms and conditions set forth in said Agreement.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on May 27, 2020 at Woodbury New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

WEST DEPTFORD TOWNSHIP

RESOLUTION 2020-164

RESOLUTION OF THE TOWNSHIP OF WEST DEPTFORD AUTHORIZING EXECUTION OF SHARED SERVICES AGREEMENT BY AND BETWEEN THE COUNTY OF GLOUCESTER AND THE TOWNSHIP OF WEST DEPTFORD FOR THE PURCHASE AND USE OF FUEL FROM THE TOWNSHIP OF WEST DEPTFORD

WHEREAS, the Township of West Deptford is a Municipal Corporation of the State of New Jersey, with its principal offices located at 400 Crown Point Road, West Deptford, New Jersey; and

WHEREAS, the County of Gloucester is a County in the State of New Jersey, with its principal offices located at 2 South Broad Street, Woodbury, New Jersey; and

WHEREAS, the County of Gloucester has the need to purchase fuel from the Township of West Deptford; and

WHEREAS, the Township of West Deptford has the capabilities to provide the services of its fuel pump to the County of Gloucester; and

WHEREAS, N.J.S.A. 40A:65-1 et seq. ("Shared Services Law") specifically authorizes local government units, including counties and municipalities, to enter into shared services agreements; and

WHEREAS, the parties to this Shared Services Agreement agree that their mutual public purposes and their best interests will be promoted by the execution and delivery of this Agreement pursuant to the powers conferred by the Shared Services Law; and

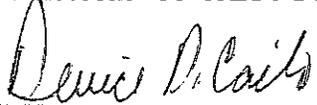
WHEREAS, the Agreement shall be effective commencing upon the execution date of the Agreement and for a term of three years.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Committee of the Township of West Deptford, County of Gloucester, State of New Jersey, on this 6th day of May, 2020, that the Mayor and/or Acting Township Administrator are herein authorized to execute the attached Shared Services Agreement by and between the Township of Deptford and County of Gloucester for purchase of fuel from the Township of West Deptford.

ADOPTED at a meeting of the Mayor and Township Committee held on the 6th day of May, 2020.

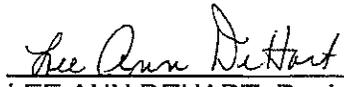
TOWNSHIP OF WEST DEPTFORD

By:



DENICE DICARLO, Mayor

ATTEST:



LEE ANN DEHART, Registered Municipal Clerk

CERTIFICATION

I, Lee Ann DeHart, Registered Municipal Clerk, of the Township of West Deptford, in the County of Gloucester, do hereby certify that the foregoing Resolution was presented and duly adopted by the Township Committee at a meeting of the Township of West Deptford held on May 6, 2020.



LEE ANN DEHART, Registered Municipal Clerk

SHARED SERVICES AGREEMENT

by and between

TOWNSHIP OF WEST DEPTFORD

and

THE COUNTY OF GLOUCESTER

**FOR THE PURCHASE AND USE OF FUEL FROM THE
TOWNSHIP OF WEST DEPTFORD**

Dated: _____

**SHARED SERVICES AGREEMENT FOR THE PURCHASE AND USE OF FUEL
FROM THE TOWNSHIP OF WEST DEPTFORD**

THIS SHARED SERVICES AGREEMENT (“Shared Services Agreement” or “Agreement”), dated _____ 2020, is made by and between Township of West Deptford, a body politic and corporate of the State of New Jersey (hereinafter referred to as “Township”), and the County of Gloucester, a body politic and corporate of the State of New Jersey (hereinafter referred to as “County”).

RECITALS

WHEREAS, N.J.S.A. 40A:65-1 et seq. (“Shared Services Law”) specifically authorizes local government units, including counties and municipalities, to enter into shared services agreements; and

WHEREAS, the parties to this Shared Services Agreement agree that their mutual public purposes and their best interests will be promoted by the execution and delivery of this Agreement pursuant to the powers conferred by the Shared Services Law;

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND THE MUTUAL COVENANTS AND REPRESENTATIONS CONTAINED HEREIN, AND INTENDING TO BE LEGALLY BOUND, THE PARTIES HERETO HEREBY MUTUALLY AGREE AS FOLLOWS:

AGREEMENT

This Agreement sets forth the specific provisions for the Shared Services Agreement between Township and the County for the access by the County to the fuel pumps located in the Township of West Deptford’s Public Works Site (“Pumps”), in accordance with the Shared Services Law, as follows:

A. DESCRIPTION OF SERVICES

Township does hereby agree to provide access to the Pumps to the County for the purpose of filling County vehicles, being used for and in the course of County business, with fuel.

B. PAYMENT

1. Township shall invoice the County on a quarterly basis for all fuel used by the County, based on Township’s actual costs.
2. All invoices shall be sent to Chad Bruner, County of Gloucester Administrator, 2 South Broad Street, Woodbury, NJ 08097, P.O. Box 337.

C. TERM OF AGREEMENT

The term of this Shared Services Agreement (Term) shall commence on the execution by the parties of this Agreement and shall continue for a period of three (3) years.

D. TERMINATION

Either party may terminate this Agreement at any time by providing written notice to the other party at the address specified in this Agreement by written notice, no less than thirty (30) days prior to the date of termination, the notice itself shall specify the date the termination becomes effective ("termination date"). The County shall be responsible for paying all sums owed to the Township for gasoline provided through the termination date.

E. LIMITATION OF DELEGATION, INDEMNIFICATION, INSURANCE

1. During the Term of this Shared Services Agreement, the County shall indemnify and shall hold Township, the members of its governing body, and its officers, agents and employees harmless against, and shall pay any and all liability, loss, cost, damage, claims, judgment or expense of any and all kinds or nature, which shall be imposed by law, which Township, its governing body, or its officers, agents and employees may sustain or may be subject to or may be caused to incur by reason of any claim, suit or action brought by an officer, agent or employee of the County, which is based upon personal injury, death, or damage to property, whether real, personal or both, and which arises from the County's access to and use of the West Deptford Public Works Facility.

2. The County, at its own cost and expense, shall defend any and all such claims, suits and actions which may be brought or asserted by an officer, agent or employee of the County against Township, the members of its governing body, and its officers, agents and employees; provided, however, that this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance of its obligation to defend Township or any other insured party which may be named in such policy or insurance in connection with any claims, suits or actions which are covered by the terms of such policy.

3. Township shall give an authorized representative of the County prompt written notice of the filing of each such claim by an officer, agent or employee of the County.

4. The County shall provide a Certificate of Insurance to Township listing Township as an additional named insured.

E. COMPLIANCE WITH LAWS AND REGULATIONS

The parties agree that they will, at their own cost and expense, promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Shared Services Agreement.

F. MISCELLANEOUS

1. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and

undertakings, inducements or conditions, express or implied, oral or written, between the parties hereto.

2. **Supplements.** The parties shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be required to correct any inconsistent or ambiguous term of the Agreement.

3. **Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived herein.

4. **Amendments.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.

5. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

6. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

7. **Notices.** Unless otherwise provided in writing, any notices to be given or to be served upon any party hereto, in connection with this Agreement, must be in writing and may be delivered personally or be certified or registered mail and, if so mailed, shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise, shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties at their following respective addresses or at such other addresses as each party may hereafter designate to the other parties in writing:

If to the TOWNSHIP OF WEST DEPTFORD:

Lee Ann DeHart, Acting Township Administrator
Township of West Deptford
400 Crown Point Road
Thorofare, NJ 08086

If to the COUNTY OF GLOUCESTER

Chad Bruner, County of Gloucester Administrator
2 South Broad Street
Woodbury, NJ 08096
P.O. Box 337

8. **Covenants and Conditions.** No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the parties, and neither the officers, agents or employees of the parties nor any official executing this Shared Services Agreement

shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed entirely within the State of New Jersey, including all matters of enforcement, validity and performance.

G. EFFECTIVE DATE

This Shared Services Agreement shall be effective as of this _____ day of _____, 2020, which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties of this Shared Services Agreement.

H. SIGNATURES

IN WITNESS WHEREOF, the parties, pursuant to the authority granted to them and set forth, have executed this Agreement on the date indicated herein.

ATTEST:

TOWNSHIP OF WEST DEPTFORD

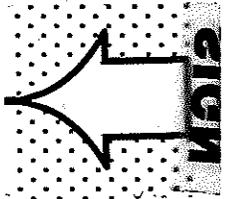
Lee Ann DeHart
Lee Ann DeHart

By: Denice DiCarlo
Denice DiCarlo, Mayor

ATTEST:

COUNTY OF GLOUCESTER

By: _____



C-2

**RESOLUTION AUTHORIZING A CONTRACT WITH PEIRCE EAGLE
EQUIPMENT COMPANY FROM MAY 27, 2020 TO MAY 26, 2021
FOR \$39,837.24**

WHEREAS, the County of Gloucester purchased and put into service on July 31, 2009, a 2009 Vac-Con v390LHA, fabricated and built by Peirce Eagle Equipment Company ("Peirce"), of 3388 Route 22 West, Branchburg, NJ 08876 for hydro-evacuation services; and

WHEREAS, this equipment is currently in need of servicing which includes custom replacement parts which the County can obtain from Peirce for \$39,837.24; and

WHEREAS, the performance of this contract is unique to Peirce's fabrication, and is an exception to the Local Public Contracts Law, made possible by N.J.S.A. 40A:11-5(1)(a)(ii); and

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

WHEREAS, the Treasurer for the County has certified the availability of funds for \$39,837.24 pursuant to CAF No. 20-03970, which amount shall be charged against budget line item C-04-20-019-315-19210.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board is authorized to attest to, a contract with Peirce Eagle Equipment Company for parts and service regarding the County's 2009 Vac-Con v390LHA as referenced hereinabove, from May 27, 2020 to May 26, 2021 for \$39,837.24; and

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on May 27, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

**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. 20-03970

ORDER DATE: 05/15/20
REQUISITION NO: R0-17298
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

SHIP TO	GLOUC.CO.FLEET MANAGEMENT 1200 N.DELSEA DRIVE CLAYTON, NJ 08312 PHONE 856-307-6440
	VENDOR # : PEIRC083
VENDOR	PEIRCE EAGLE EQUIPMENT CO 3388 ROUTE 22 WEST BRANCHBURG, NJ 08876

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	ESTIMATE NO. 1820155 REPLACEMENT OF DEBRIS TANK, AND HYDRAULIC AND ELECTRICAL LINES ON 2009 VAC-CON V390LHA. MILES AND LABOR HOURS INCLUDED MACHINE SERIAL NO. 07095388 PROPRIETARY CONTRACT PASSED BY RESOLUTION 5/27/20	C-04-20-019-315-19210 Heavy Equipment	39,837.2400	39,837.24
			TOTAL	39,837.24

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	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

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
PEIRCE EAGLE EQUIPMENT COMPANY**

THIS CONTRACT is made effective the 27th day of **May, 2020**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **PEIRCE EAGLE EQUIPMENT COMPANY**, with offices at 3388 Route 22 West, Branchburg, NJ 08876, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, the County of Gloucester has a need for equipment servicing, which includes replacement parts for a 2009 Vac-Con v390LHA, which equipment has been fabricated and built by Peirce Eagle Equipment Company for hydro-evacuation services; and

WHEREAS, this contract is awarded to Peirce Eagle Equipment Company as an exception to the Local Public Contracts Law, made possible by N.J.S.A. 40A:11-5(i); and

WHEREAS, the contract is being awarded consistent with provisions of the Gloucester County Administrative Code and N.J.S.A. 19:44A-20.4 et seq., with this Contractor having certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

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

TERMS OF AGREEMENT

1. **TERM**. This Contract shall be for a period of one (1) year, from May 27, 2020 to May 26, 2021.
2. **COMPENSATION**. This Contract shall be for the total amount of \$39,837.24.

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

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

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

3. **DUTIES OF CONTRACTOR.** Contractor shall provide the parts and labor necessary to repair the County's 2009 Vac-Con v390LHA equipment as per Contractor's estimate No. 1820155 annexed hereto and incorporated herein.

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, and will ensure that equal employment opportunity is afforded to all 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.

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, 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 County Bid Specifications or Requests for Proposal, 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 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 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 affect the validity of the indemnification provisions of this Contract, nor prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any

attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

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

9. POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION. This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process 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.

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

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

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

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

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

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

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

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

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

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

20. **CONTRACT PARTS.** This Contract consists of this document and the Contractor's Scope of Work/Schedule of Protection and Commercial Sales Agreements dated March 19, 2020. Should there occur a conflict in the documents identified above, then this Contract shall prevail.

THIS CONTRACT is effective as of the **27th** day of **May, 2020**.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its 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:

PEIRCE-EAGLE EQUIPMENT COMPANY

**By:
Title:**

POLITICAL CONTRIBUTION DISCLOSURE CERTIFICATION
Contracting Agency: County of Gloucester

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

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

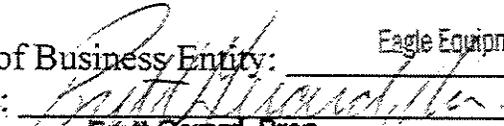
A business entity contracting with a county, independent authority, or board of election shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office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

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

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

Date	Amount	Recipient's Name
None		

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

Name of Business Entity: Eagle Equipment Inc, d.b.a. Peirce Equipment Co.
Signed:  Title: _____
Print Name: Brett Gerard, Pres. Date: 5-15-2020

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

PARTIAL SCHEDULE OF RELEVANT STATUTES

N.J.S.A. 19:44A-20.26 Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

PARTIAL SCHEDULE OF RELEVANT STATUTES (continued)

c. As used in this section:

“business entity” means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

“State agency” means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission, or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

BUSINESS ENTITY DISCLOSURE CERTIFICATION

Contracting Agency: County of Gloucester

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

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

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

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

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

Name of Business Entity: Eagle Equipment Inc, d.b.a. Peirce Equipment Co.
Signed: *Brett Gerard* Title: _____
Print Name: Brett Gerard, Pres. Date: 5-15-2020

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

PARTIAL SCHEDULE OF RELEVANT STATUTES

19:44A-20.6. Person as business entity; contributions by spouse or child of person; contributions by persons having interest in business

When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7. Definitions

As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

"fair and open process" means, at a minimum, that the contract shall be: publicly advertised in newspapers or on the Internet website maintained by the public entity in sufficient time to give notice in advance of the contract; awarded under a process that provides for public solicitation of proposals or qualifications and awarded and disclosed under criteria established in writing by the public entity prior to the solicitation of proposals or qualifications; and publicly opened and announced when awarded. The decision of a public entity as to what constitutes a fair and open process shall be final.

"State agency in the Legislative Branch" means the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch.

19:44A-20.8. Duty to report contributions

a. Prior to awarding any contract, except a contract that is awarded pursuant to a fair and open process, a State agency in the Legislative Branch, a county, or a municipality shall require the business entity to which the contract is to be awarded to provide a written certification that it has not made a contribution that would bar the award of a contract pursuant to this act.

PARTIAL SCHEDULE OF RELEVANT STATUTES

b. A business entity shall have a continuing duty to report to the Election Law Enforcement Commission any contributions that constitute a violation of this act that are made during the duration of a contract.

19:44A-20.9. Repayment of contribution

If a business entity makes a contribution that would cause it to be ineligible to receive a public contract or, in the case of a contribution made during the term of a public contract, that would constitute a violation of this act, the business entity may request, in writing, within 60 days of the date on which the contribution was made, that the recipient thereof repay the contribution and, if repayment is received within those 60 days, the business entity would again be eligible to receive a contract or would no longer be in violation, as appropriate.

19:44A-20.10. Violation of act by business entity; penalty

A business entity which is determined by the Election Law Enforcement Commission to have willfully and intentionally made a contribution or failed to reveal a contribution in violation of this act may be liable to a penalty of up to the value of its contract with the public entity and may be debarred by the State Treasurer from contracting with any public entity for up to five years.



PEIRCE-EAGLE EQUIPMENT CO.

Eagle Equip, Inc. dba Peirce Equip Co.
3388 Route 22 West
Branchburg NJ USA 08876
Phone #: (908) 203-0999
Fax #: (908) 203-5211

Estimate Number: 1820155
Tag Number:



Date and Time In: 5/5/2020 - 12:34 PM
Date and Time Out: 5/5/2020 - 12:34 PM
Promised Date - Time: 5/5/2020 - 12:34 PM
Cashed Out Date:

Date Appointment Initiated: 10/7/2019

Service Advisor: (4016723) EVAN POLICASTRO

GLOUCESTER COUNTY PURCHASR GLOUCPW
P.O. BOX 337
WOODBURY NJ 08096

Veh Info: 09 VAC-GON V390LHA HOLLY GREEN P3400
Serial Numbers: 07095388 AJ236478
In-Srv: 7/31/2009 Miles/Hrs In: Out: Plate #:

Table with columns: Repair, Hrs, VIN, Requested Repair Description, Mech #, Type, Labor, Discount, Total. Row 1: 1, 75.00, 07095388, MILES HOURS AUX. CUSTOMER REQUESTS ESTIMATE TO REPLACE DEBRIS TANK... AJ236478, Government, \$9,375.00, \$0.00, \$9,375.00

Table with columns: Repair, Part #, Description, Qty, Retail Price, Savings, Selling Price, Extended Discount, Extended Price. Lists various parts like DEBRIS TANK STRUCTURE ASSEMBLY, VACUUM BREAKER STRUCTURE ASSE, etc.

Summary table with columns: Pay Type, CC #, Amount. Includes sub-totals for Parts Total (\$27,177.29), Labor Total (\$9,375.00), and Total (\$39,837.24).

Printed On : 5/5/2020 11:03:30 AM
Customer Copy

**STANDARD CERTIFICATION DECLARATION FOR AN EXTRAORDINARY
UNSPECIFIABLE SERVICE**

TO: Members of the Governing Body
FROM: *Name and Title of the Contracting Unit's
Designated Administrative Official*
DATE:
SUBJECT: This is a contract for _____

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: _____
Cost: _____
Duration: _____
Purpose: _____

This is to request an award of a contract without the receipt of formal bids as an Extraordinary Unspecifiable Service [N.J.S.A. 40A:11-5(1)(a)(ii) and N.J.A.C. 5:34-2.3(b)]. I do hereby certify to the following:

1. **Provide a clear description of the nature of the work to be done.**
(Provide a complete description)
2. **Describe in detail why the contract meets the provisions of the statute and rules:**
(Do not just rewrite or paraphrase the statute or rule, or merely state a desire to have a reliable job performed – provide a complete explanation. However, pursuant to N.J.S.A. 40A:11-5(1)(m), it is permissible by law that insurance contracts and/or services can cite the statutory provision)
3. **The service(s) is of such a specialized and qualitative nature that the performance of the service(s) cannot be reasonably described by written specifications because:**
(Describe why it is “qualitative in nature requiring the need for expertise, extensive training and proven reputation”. Provide a complete explanation why it is not reasonably possible to draft specifications. Please note this provision does not apply to insurance contracts and/or services and should thus be marked as non-applicable.)
4. **Describe the informal solicitation of quotations:**
(List vendors contacted, prices and terms provided. If this has not been done explain in detail). The lowest quotation is: (If no quotation(s) is received, explain why in detail)
5. **I have reviewed the rules of the Division of Local Government Services pursuant to N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered an extraordinary unspecifiable service in accordance with the requirements thereof.**

Respectfully,

Name _____
(Signature)
Title _____

(Original to be retained by governing body's Clerk with the affirmed copy of the resolution; signed duplicate to be kept by appropriate official.)

**RESOLUTION AUTHORIZING A CONTRACT WITH PEIRCE EAGLE
EQUIPMENT COMPANY FROM MAY 27, 2020 TO MAY 26, 2021
FOR \$39,837.24**

WHEREAS, the County of Gloucester purchased and put into service on July 31, 2009, a 2009 Vac-Con v390LHA, fabricated and built by Peirce Eagle Equipment Company (“Peirce”), of 3388 Route 22 West, Branchburg, NJ 08876, for necessary hydro-evacuation services within the County; and

WHEREAS, this aging equipment is currently in need of servicing which necessitates custom replacement parts from Peirce for a total contract amount of \$39,837.24; and

WHEREAS, the performance of this contract is unique to Peirce’s fabrication, and is an exception to the Local Public Contracts Law, made permissible by N.J.S.A. 40A:11-5(i); and

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

WHEREAS, the Treasurer for the County has certified the availability of funds for \$39,837.24 pursuant to CAF No. 20-03970, which amount shall be charged against budget line item C-04-20-019-315-19210.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board is authorized to attest to, a contract with Peirce Eagle Equipment Company for parts and service regarding the County’s 2009 Vac-Con v390LHA as referenced hereinabove, from May 27, 2020 to May 26, 2021 for \$39,837.24.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on May 27, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD

**RESOLUTION AUTHORIZING CHANGE ORDER #01-FINAL TO
DECREASE THE CONTRACT WITH ZONE STRIPING, INC.
BY \$113,921.52 FOR ENGINEERING PROJECT #16-13FA**

WHEREAS, the County of Gloucester previously received public bids for the 2017 Gloucester County Roadway Safety Project in Various Municipalities, as per bid specifications #16-13-FA (hereinafter the "Project"); and

WHEREAS, by Resolution adopted on May 17, 2017, a contract for the Project was awarded to Zone Striping, Inc. as the lowest responsive and responsible bidder for \$611,333.77; and

WHEREAS, the County Engineer has recommended Change Order #01-Final to decrease the contract by \$113,921.52, which is necessary due to as-built quantities, resulting in a new contract amount of \$497,412.25.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that Change Order #01-Final is hereby authorized to decrease the contract with Zone Striping, Inc. by \$113,921.52, resulting in a new total contract amount of \$497,412.25, and, that the Director of the Board is authorized to execute and the Clerk of the Board to attest to said Change Order, and any other documents necessary and proper to carry out the objectives of this Resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on May 27, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

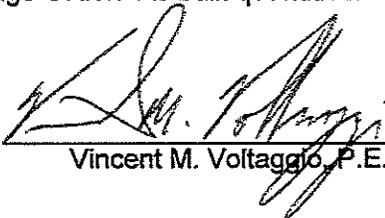
ATTEST:

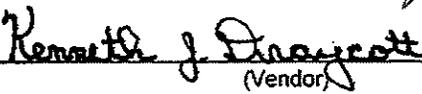
**LAURIE J. BURNS,
CLERK OF THE BOARD**

COUNTY OF GLOUCESTER
CHANGE ORDER FORM

- 1. Name & Address of Vendor: Zone Striping, Inc.
PO Box 568
Glassboro, NJ 08028
- 2. Description of Project or Contract: 2017 Gloucester County Roadway Safety
Project in Various Municipalities
- 3. Date of Original Contract: 5/17/2017
- 4. P.O. Number: 17-03699
- 5. Amount of Original Contract: \$611,333.77
- 6. Amount of Previously Authorized Change Order \$0.00
- 7. Amount of this Change Order No. 1 FINAL: -\$113,921.52
- 8. New Total Amount of Contract \$497,412.25
(Total of Numbers 5, 6 & 7 Above)

9. Need or Purpose of this Change Order: As built quantities. This is a Federally Funded Project.

This change order requested by  on 5-6-20
Vincent M. Voltaggio, P.E. (Date)

Accepted by  on 5/4/2020
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

By: Laurie J. Burns Robert M. Damminger, Director
Clerk of the Board

To All Vendors:
This Change Order is not official nor authorized until such time as this Change Order is accepted by The Board of Chosen Freeholders, County of Gloucester with appropriate

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID
FEDERAL AID CHANGE ORDER**

Sheet 1 of 2
Order No: 1
Final: [X]
Date: 4/30/20

Project: 2017 Gloucester County Roadway Safety Project in Various Municipalities Throughout the County of Gloucester
Federal Project No: TTF NJDOT JOB NO. 6200355 Doc. No. _____
Contractor: Zone Striping, Inc.

You are hereby directed to implement the following changes in accordance with the provisions of the specifications for this contract.

Location of the proposed order: Overall Project

Nature and reason for order: Final project quantities based on as built quantities.

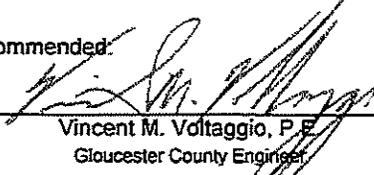
Extension Reduction of time recommended for this order: N/A

CONTRACT AMOUNT	ROAD	BRIDGE	TOTAL
Amount of original contract:	<u>\$611,333.77</u>		<u>\$611,333.77</u>
Adjusted amount based on orders No. 1 :	<u>\$497,412.25</u>		<u>\$497,412.25</u>

CONTRACT TIME
Original Completion Date: <u>10/31/2019</u>
Adjustment This Order: (+ or -) _____
Previous Adjustments: (+ or -) _____
Adjusted Completion Date: _____

ORDER NO.	<input checked="" type="checkbox"/> Road	Bridge	<input type="checkbox"/> Other
<u>1 FINAL</u>	Road	Bridge	Total
Extra Work:	\$0.00	\$0.00	\$0.00
Increases:	\$3,281.00	\$0.00	\$3,281.00
Decreases:	-\$117,202.52	\$0.00	-\$117,202.52
Total:	-\$113,921.52	\$0.00	-\$113,921.52

RESERVED FOR FHWA OR
F.T.A.

Recommended: 

Vincent M. Voltaggio, P.E.
Gloucester County Engineer

5-6-20
Date

Approved: _____
Robert M. Damminger
Freeholder Director

Date

Approved for Funding Participation Purposes: _____
Manager, District #4, Local Aid Date

ALTERNATE PROCEDURES PROJECTS	
This order is approved for Federal participation:	
Director, Local Aid & Economic Development	Date

Accepted: 

Contractor's Authorized Signature

5/4/2020
Date

Name: Kenneth J. Draycott
Title: Project Manager

CONTRACTS PAYABLE SECTION	
Reviewed by: _____	Date
Input Submitted by: _____	Date
Certification of Funds:	
Director of Accounting & Auditing	Date

Unprotected
 Protested by letter dated _____ attached.

NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID
FEDERAL AID CHANGE ORDER

Sheet 2 of 2
Order No: 1
Order Letter: _____
Date: 4/30/20

Project:		2017 Gloucester County Roadway Safety Project in Various Municipalities Throughout the County of Gloucester		
Federal Project No:		6200355 TTF-Funds	Doc. No.	
Contractor:		Zone Striping, Inc.		
ITEM NO.	DESCRIPTION	QUANTITY (+/-)	UNIT PRICE	
Extras				
N/A				\$0.00
			Total Extras	\$0.00
Increases				
5	Traffic Stripes, Long Life Epoxy Resin	11374	\$0.25	\$2,843.50
9	Beam Guide Rail	12.5	\$33.00	\$412.50
10	Removal of Beam Guide Rail	10	\$2.50	\$25.00
			Total Increases	\$3,281.00
Decreases				
6	Traffic Markings, Symbols, Long Life, Thermoplastic	5818	\$6.00	-\$34,908.00
7	Traffic Markings, Lines, Long Life, Thermoplastic	76754	\$0.68	-\$52,192.72
8	Removal of Traffic Stripes & Markings	5500	\$0.72	-\$3,960.00
21	Flexible Delineators, Ground Mounted	120	\$42.00	-\$5,040.00
22	Raised Pavement Markers	536	\$26.35	-\$14,123.60
23	Removal of Raised Pavement Markers	20	\$10.00	-\$200.00
24	Removal & Replacement of RPM Lens	780	\$8.69	-\$6,778.20
			Total Decreases	-\$117,202.52
Total Amount Change Order No.				-\$113,921.52

Amount of Original Amount:	\$611,333.77
Adjusted Amount Based on Change Order No. 1 Final	\$497,412.25
Total Change (+ or -):	(\$113,921.52)
% of Change in Contract [(+) Increase or (-) Decrease]	-18.63%

RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH STRYKER SALES CORPORATION

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on February 19, 2020 authorizing the award of contract to Stryker Sales Corporation, per PD-020-004; and

WHEREAS, a contract was awarded to Stryker Sales Corporation for the purchase of twelve (12) Chest Compression Systems for the Gloucester County Division of EMS, for \$185,399.76; and

WHEREAS, an amendment to this Contract is necessary to authorize the purchase of two (2) additional Chest Compression Systems for \$28,874.56, resulting in a total contract amount of \$214,274.32; and

WHEREAS, the Treasurer of the County of Gloucester has certified the availability of funds in the amount of \$28,874.56, pursuant to C.A.F. #20-03793, which will be charged against budget line item C-04-20-020-250-20006; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of amendment to increase the contract with Stryker Sales Corporation by \$28,874.56 for the purchase of two (2) additional Chest Compression Systems, resulting in a total contract amount of \$214,274.32.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 27, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

Laurie J. Burns, Clerk of the Board

**AMENDMENT TO CONTRACT
BETWEEN
STRYKER SALES CORPORATION
AND
COUNTY OF GLOUCESTER**

THIS is an amendment to a contract entered into on the 19TH day of February, 2020, by and between **Stryker Sales Corporation**, with offices at 3800 E. Centre Avenue, Portage, MI 49002, hereinafter referred to as “**Vendor**”, and the **County of Gloucester**, hereinafter referred to as “**County**”.

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

The Contract is amended to purchase two (2) additional Chest Compression Systems for \$28,874.56, per Vendor’s quote #10189993, dated May 8, 2020.

Therefore, the Contract is amended to increase the contract amount by \$28,874.56, resulting in a total contract amount of \$214,274.32.

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

THIS AMENDMENT is effective as of the _____ day of _____, 2020.

ATTEST:

COUNTY OF GLOUCESTER

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

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

STRYKER SALES CORPORATION

**By:
Title:**



Gloucester Lucas quote

Quote Number: 10189993

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: GLOUCESTER COUNTY EMS

Rep: Pat Julian

Attn:

Email: patrick.julian@stryker.com

Phone Number:

Quote Date: 05/08/2020

Expiration Date: 08/06/2020

Delivery Address

Name: GLOUCESTER COUNTY EMS

Account #: 1185303

Address: 1200 N DELSEA DR

CLAYTON

New Jersey 08312-1000

End User - Shipping - Billing

Name: GLOUCESTER COUNTY EMS

Account #: 1185303

Address: 1200 N DELSEA DR

CLAYTON

New Jersey 08312-1000

Bill To Account

Name: GLOUCESTER COUNTY EMS

Account #: 1185303

Address: 1200 N DELSEA DR

CLAYTON

New Jersey 08312-1000

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	2	\$13,437.70	\$26,875.40
2.0	11576-000090	LUCAS Grip Tape (3-pack) for Slim Back Plate	2	\$59.86	\$119.72
3.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	2	\$619.10	\$1,238.20
4.0	11576-000071	LUCAS External Power Supply	2	\$320.62	\$641.24
Equipment Total:					\$28,874.56

Price Totals:

Grand Total: \$28,874.56

Comments:

Gloucester LUCAS contract PD-20-004

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.



Gloucester Lucas quote

Quote Number: 10189993

Version: 1

Prepared For: GLOUCESTER COUNTY EMS

Attn:

Remit to:

Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308

Rep:

Pat Julian

Email:

patrick.julian@stryker.com

Phone Number:

Quote Date: 05/08/2020

Expiration Date: 08/06/2020

AUTHORIZED CUSTOMER SIGNATURE

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.

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.	20-03793

Pg

SHIP TO	GLOUC. CO COMMUNICATION CENTER 1200 N. DELSEA DR., BUILDING B CLAYTON, NJ 08312 856-307-7100
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VENDOR	STRYKER SALES CORPORATION 3800 E. CENTRE AVENUE PORTAGE, MI 49002-5826
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VENDOR #: STRYK020

ORDER DATE: 05/11/20
REQUISITION NO: R0-17253
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
2.00/EA	LUCAS 3, CHEST COMPRESSION Catalog #: 99576-000063 SYSTEM AS PER PD-020-004	C-04-20-020-250-20006 EMS Station Start up - Deptford/Monroe	13,437.7000	26,875.40
2.00/EA	LUCAS GRIP TAPE Catalog #: 11576-000090	C-04-20-020-250-20006 EMS Station Start up - Deptford/Monroe	59.8600	119.72
2.00/EA	LUCAS 3 BATTERY Catalog #: 11576-000080	C-04-20-020-250-20006 EMS Station Start up - Deptford/Monroe	619.1000	1,238.20
2.00/EA	LUCAS EXTERNAL POWER SUPPLY Catalog #: 11576-000071	C-04-20-020-250-20006 EMS Station Start up - Deptford/Monroe	320.6200	641.24
			TOTAL	28,874.56

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

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

D-2

RESOLUTION AUTHORIZING AN EMERGENCY PURCHASE PURSUANT TO N.J.S.A. 40A:11-6 FROM CLORDISYS SOLUTIONS, INC., FOR \$19,650.00

WHEREAS, the award of a contract by the County under and pursuant to the emergency provision of the Local Public Contracts Law, and regulations promulgated thereunder for the purchase for the purchase of five (5) Lantern UV Disinfection Systems used within Emergency Response Vehicles to provide a rapid and highly effective method to disinfect surfaces and components from COVID-19 was made by the County to ClorDiSys Solutions, Inc.; and

WHEREAS, the said contract was exempt from public bidding, as it was required for emergency equipment related to the current COVID-19 Pandemic, which was not anticipated, as set forth in N.J.S.A. 40A:11-6, as certified by Joseph T. Butts, Director of Emergency Response; and

WHEREAS, the Director of Emergency Response, Joseph T. Butts, notified Kimberly A. Larter, County Qualified Purchasing Agent of the need for said contract, the nature of the emergency, the time of its occurrence, and the need for invoking the Emergency Provisions, and certified to same; and

WHEREAS, the County invoked N.J.S.A. 40A:11-6 (Emergency Purchases and Contracts) in order to obtain the equipment and contracted with ClorDiSys Solutions, Inc., with a mailing address of 50 Tannery Road, Suite 1, Branchburg, NJ 08876; and

WHEREAS, the Treasurer for the County has certified the availability of funds for the emergency provisions in the amount of \$19,650.00, pursuant to C.A.F. #20-03943, which amount shall be charged against budget line item 0-01-35-470-001-20208.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the emergency contract awarded by the County to ClorDiSys Solutions, Inc., for emergency equipment, five (5) Lantern UV Disinfections Systems used within Emergency Response Vehicles, pursuant to and in accordance with the emergency provisions, be, and hereby is, confirmed and approved; and

BE IT FURTHER 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 with ClorDiSys Solutions, Inc., in the total amount of \$19,650.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 27, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD

**COUNTY OF GLOUCESTER
CERTIFICATION OF REQUEST FOR EMERGENCY PURCHASES**

THE UNDERSIGNED DEPARTMENT HEAD (OR DESIGNATED AGENT) CERTIFIES AS FOLLOWS:

1. AN EMERGENCY CONDITION EXISTS IN: CMS
(NAME OF DEPARTMENT)
2. THIS EMERGENCY OCCURRED ON: 5/12/2020
(DATE)
3. THE NATURE OF THE EMERGENCY IS:
COVID-19 CRISIS
4. THIS CONDITION CONSTITUTES AN EMERGENCY AFFECTING THE IMMEDIATE HEALTH, SAFETY OR WELFARE OF THE PUBLIC.
5. DESCRIPTION OF CONDITION AND HOW IT AFFECTS HEALTH, SAFETY OR WELFARE.
Purchase of Lantec UV Disinfectant Systems to use to Disinfect Ambulances, EMS Stations, County Offices to fight against COVID-19 & other sickness w/out use of chemicals
6. IT IS NECESSARY TO INVOKE N.J.S.A. 40A:11-6 (EMERGENCY PURCHASES AND CONTRACTS) IN ORDER TO OBTAIN THE DELIVERY OF THE MATERIALS, SUPPLIES, OR SERVICES DESCRIBED IN THE ATTACHED REQUISITION # BO-17361 THE ESTIMATED COST OF FURNISHING THE MATERIALS, SUPPLIES OR SERVICES IS \$ 19,650.00
7. PERMISSION IS REQUESTED FOR APPROVAL TO ISSUE A PURCHASE ORDER WITHOUT OBTAINING BIDS, PURSUANT TO THE ABOVE CITED STATUTE.
8. I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT.

DEPARTMENT HEAD JL Batt DATE 5/14/2020
QUALIFIED PURCHASING AGENT Kimberly Batt
APPROVED BY COUNTY ADMINISTRATOR Cedric M

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.	20-03943

Pg 1

SHIP TO	GLOUC. CO COMMUNICATION CENTER 1200 N. DELSEA DR., BUILDING B CLAYTON, NJ 08312 856-307-7100
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ORDER DATE: 05/14/20
 REQUISITION NO: R0-17361
 DELIVERY DATE:
 STATE CONTRACT:
 ACCOUNT NUM:

VENDOR	VENDOR #: CLORD005 CLORDISYS SOLUTIONS INC. 50 TANNERY ROAD SUITE 1 BRANCHBURG, NJ 08876
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SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
5.00/EA	LANTERN UV DISINFECTANT SYSTEM	0-01-35-470-001-20208 COVID-19 Emergency Funds	3,900.0000	19,500.00
1.00	ESTIMATE SHIPPING	0-01-35-470-001-20208 COVID-19 Emergency Funds	150.0000	150.00
	QUOTE# ES051220-GCEMS			
			TOTAL	19,650.00

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

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

**CONTRACT BETWEEN
CLORDISYS SOLUTIONS, INC.
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 27th day of **May, 2020**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as “County”, and **CLORDISYS SOLUTIONS, INC.**, of 50 Tannery Road, Suite 1, Branchburg, NJ 08876, hereinafter referred to as “Vendor”.

RECITALS

WHEREAS, there existed a need for the County to contract for emergency equipment due to the COVID-19 Pandemic; and

WHEREAS, the County invoked N.J.S.A. 40A:11-6 (Emergency Purchases and Contracts) in order to obtain the equipment; 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.** Contract shall be effective upon the execution of contract and Vendor shall complete delivery and all services within a reasonable period of time.
2. **COMPENSATION.** Vendor shall be compensated in a total contract amount of \$19,650.00, as per Vendor’s Quote #ES051220-GCEMS, dated May 12, 2020, attached hereto as Attachment A.

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

3. **DUTIES OF PARTIES.** The specific duties of the Vendor shall be as set forth in Attachment A, *Vendor’s Quote #ESO51220-GCEMS*, dated May 12, 2020, which is attached hereto 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 of the vendor’s proposal.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 reasonable 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 defects in products purchased pursuant to this agreement or the negligence of any acts or omissions, of any of its officers, directors, employees, agents, servants or independent contractors in the performance of this agreement, 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. **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.

11. **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.

12. **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.

13. **PARTIAL INVALIDITY.** In the event that any provision of this contract shall be or

become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this contract.

14. **CHANGES.** This contract may be modified by 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.

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

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

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

18. **CONFLICT OF INTEREST.** Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree 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.

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 County, incorporated into this Contract by reference and Vendor's Quote #ES051220-GCEMS, dated May 12, 2020. If there is a conflict between this Contract and the specification or the

Vendor's Quote, 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:

CLORDISYS SOLUTIONS, INC.

By:
Title:

ATTACHMENT A

ClorDiSys

QUOTATION

ClorDiSys Solutions, Inc
 50 Tannery Road, Suite 1
 Branchburg, NJ 08876
 Ph: 908-236-4100
 Fax: 908-236-2222

Prepared by: Erika Stampoulos
 Email: erikastampoulos@ClorDiSys.com

Date	5/12/2020
Quote#	ES051220-GCEMS
Valid For	60 Days

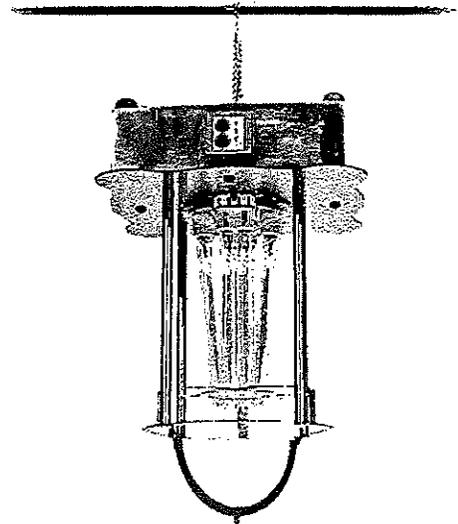
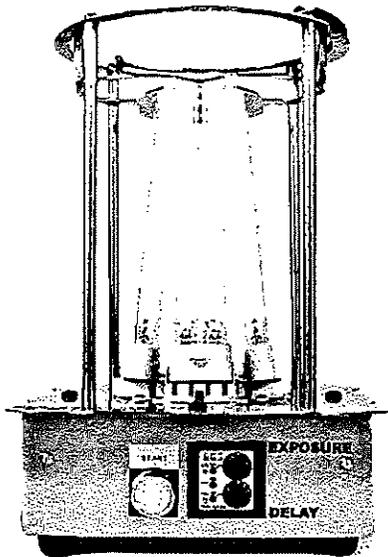
Customer
Andy Lovell Gloucester County EMS alovell@co.gloucester.nj.us 856-307-7120

Payment Terms	Net 30
Availability	2-4 Weeks
F.O.B. Point	Factory
Freight Terms	PP&A

Item #	Qty	Part	Unit Price	Extended Price
1	5	Lantern UV Disinfection System	\$3,900	\$19,500
2	1	Estimated Shipping	\$150	\$150
Does not include: Shipping, Taxes, or Tariffs			TOTAL	\$19,650

The purchase price includes:

-1 year warranty on all parts and labor



RESOLUTION AUTHORIZING AN EMERGENCY PURCHASE PURSUANT TO N.J.S.A. 40A:11-6 FROM COMPDATA SYSTEMS, FOR \$61,641.50

WHEREAS, the award of a contract by the County under and pursuant to the emergency provision of the Local Public Contracts Law, and regulations promulgated thereunder for the purchase of an Inventory Management System for EMS and Health Departments to track all inventory purchased during the COVID-19 Pandemic and beyond was made by the County to CompData Systems; and

WHEREAS, the said contract was exempt from public bidding, as it was required for emergency equipment related to the current COVID-19 Pandemic, which was not anticipated, as set forth in N.J.S.A. 40A:11-6, as certified by Joseph T. Butts, Director of Emergency Response; and

WHEREAS, the Director of Emergency Response, Joseph T. Butts, notified Kimberly A. Larter, County Qualified Purchasing Agent of the need for said contract, the nature of the emergency, the time of its occurrence, and the need for invoking the Emergency Provisions, and certified to same; and

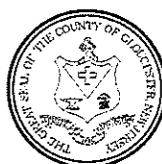
WHEREAS, the County invoked N.J.S.A. 40A:11-6 (Emergency Purchases and Contracts) in order to obtain the equipment and services and contracted with CompData Systems, with a mailing address of P.O. Box 341513, Tampa, Florida 33694; and

WHEREAS, the Treasurer for the County has certified the availability of funds for the emergency provisions in the amount of \$61,641.50, pursuant to C.A.F. #20-04034, which amount shall be charged against budget line item 0-01-35-470-001-20208.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the emergency contract awarded by the County to ClorDiSys Solutions, Inc., for the purchase of an Inventory Management System for EMS and Health Departments to track all inventory purchased during the COVID-19 Pandemic and beyond, pursuant to and in accordance with the emergency provisions, be, and hereby is, confirmed and approved; and

BE IT FURTHER 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 with CompData Systems, in the total amount of \$61,641.50.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 27, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD

**COUNTY OF GLOUCESTER
CERTIFICATION OF REQUEST FOR EMERGENCY PURCHASES**

THE UNDERSIGNED DEPARTMENT HEAD (OR DESIGNATED AGENT) CERTIFIES AS FOLLOWS:

1. AN EMERGENCY CONDITION EXISTS IN: ERC Health
(NAME OF DEPARTMENT)
2. THIS EMERGENCY OCCURRED ON: 5/20/20
(DATE)
3. THE NATURE OF THE EMERGENCY IS:
COVID-19 Crisis
4. THIS CONDITION CONSTITUTES AN EMERGENCY AFFECTING THE IMMEDIATE HEALTH, SAFETY OR WELFARE OF THE PUBLIC.
5. DESCRIPTION OF CONDITION AND HOW IT AFFECTS HEALTH, SAFETY OR WELFARE.
Purchase of inventory control system to keep track of all purchased inventory during crisis & beyond.
6. IT IS NECESSARY TO INVOKE N.J.S.A. 40A:11-6 (EMERGENCY PURCHASES AND CONTRACTS) IN ORDER TO OBTAIN THE DELIVERY OF THE MATERIALS, SUPPLIES, OR SERVICES DESCRIBED IN THE ATTACHED REQUISITION # 80-1738 THE ESTIMATED COST OF FURNISHING THE MATERIALS, SUPPLIES OR SERVICES IS \$ 61,641.50
7. PERMISSION IS REQUESTED FOR APPROVAL TO ISSUE A PURCHASE ORDER WITHOUT OBTAINING BIDS, PURSUANT TO THE ABOVE CITED STATUTE.
8. I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT.

DEPARTMENT HEAD J.P. Butta DATE 5/12/20
QUALIFIED PURCHASING AGENT Kimberly
APPROVED BY COUNTY ADMINISTRATOR Chad M. B.

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. 20-04034

Pg

S H I P T O
GLOUC. CO COMMUNICATION CENTER
1200 N. DELSEA DR., BUILDING B
CLAYTON, NJ 08312
856-307-7100

V E N D O R
COMPDATA SYSTEMS
PO BOX 341513
TAMPA, FL 33694
VENDOR #: COMPD005

ORDER DATE: 05/19/20
REQUISITION NO: R0-17368
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	INVENTORY MANAGEMENT SYSTEM Catalog #: APT-INT-21 FOR EMS AND HEALTH DEPARTMENTS. INCLUDES: ASSET MANAGEMENT, SERVICE, MAPS. 31 TO 30 READER LICENSES	0-01-35-470-001-20208 COVID-19 Emergency Funds	8,250.0000	8,250.00
5.00/EA	SERVICES INCLUDE: Catalog #: SPT-SER-SRV SITE SURVEY, CONSULTING, DISCOVERY, INSTALLATION, CONFIGUARATION, IMPORT AND DATABASE SERVICES.	0-01-35-470-001-20208 COVID-19 Emergency Funds	1,295.0000	6,475.00
1.00/EA	HARDWARE: 2D DATAMATRIX Catalog #: SPT-2D-SCANNER BARCODE SCANNER	0-01-35-470-001-20208 COVID-19 Emergency Funds	495.0000	495.00
22.00/EA	ZEBRA 8500 RFID Catalog #: SPT-ZEBRA8500 SLED HANDHELD BLUETOOTH DEVICE FOR PHYSICAL COUNTS, INCLUDES ONTIME LICENSE AND IPOD	0-01-35-470-001-20208 COVID-19 Emergency Funds	2,195.0000	48,290.00
20.00/EA	DISCOUNT FOR CLIENT PROVIDED ios DEVICE	0-01-35-470-001-20208 COVID-19 Emergency Funds	200.0000-	4,000.00-
50.00/EA	UHF PASSIVE TAGS	0-01-35-470-001-20208 COVID-19 Emergency Funds	3.6300	181.50
40000.00/EA	UHF PASSIVE Catalog #: LABLE-AD321 "CONSUMABLE LABELS"	0-01-35-470-001-20208 COVID-19 Emergency Funds	0.2000	8,000.00

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

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

County of Gloucester Purchasing Department

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

PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS	
THIS NUMBER MUST APPEAR ON ALL INVOICES	
NO.	20-04034

Pg

SHIP TO

GLOUC. CO COMMUNICATION CENTER
 1200 N. DELSEA DR., BUILDING B
 CLAYTON, NJ 08312
 856-307-7100

VENDOR

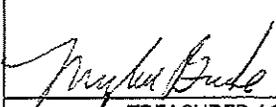
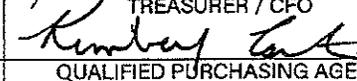
COMPDATA SYSTEMS
 PO BOX 341513
 TAMPA, FL 33694

VENDOR #. COMPD005

ORDER DATE: 05/19/20
 REQUISITION NO: R0-17368
 DELIVERY DATE:
 STATE CONTRACT:
 ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
4000.00/EA	UHF RAT TAIL CONSUMABLE LABELS	0-01-35-470-001-20208	0.2000	800.00
	Catalog #: LABEL-RT	COVID-19 Emergency Funds		
1.00	COVID19/DISCOUNT	0-01-35-470-001-20208	6,850.0000-	6,850.00-
		COVID-19 Emergency Funds		
			TOTAL	61,641.50

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 _____		 QUALIFIED PURCHASING AGENT
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS	DEPARTMENT HEAD _____ DATE _____	

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

**CONTRACT BETWEEN
COMPDATA SYSTEMS
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 27th day of **May, 2020**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as “County”, and **COMPDATA SYSTEMS**, with a mailing address of P.O. Box 341513, Tampa, Florida 33694, hereinafter referred to as “Vendor”.

RECITALS

WHEREAS, there existed a need for the County to contract for emergency services and equipment due to the COVID-19 Pandemic; and

WHEREAS, the County invoked N.J.S.A. 40A:11-6 (Emergency Purchases and Contracts) in order to obtain the equipment; 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.** Contract shall be effective upon the execution of contract and Vendor shall complete delivery and all services within a reasonable period of time.
2. **COMPENSATION.** Vendor shall be compensated in a total contract amount of \$61,641.50, as per Vendor’s Quote, dated April 13, 2020, attached hereto as Attachment A.

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

3. **DUTIES OF PARTIES.** The specific duties of the Vendor shall be as set forth in Attachment A, *Vendor’s Quote*, dated April 13, 2020, which is attached hereto 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 of the vendor’s proposal.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 reasonable 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 defects in products purchased pursuant to this agreement or the negligence of any acts or omissions, of any of its officers, directors, employees, agents, servants or independent contractors in the performance of this agreement, 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. **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.

11. **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.

12. **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.

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

14. **CHANGES.** This contract may be modified by 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.

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

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

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

18. **CONFLICT OF INTEREST.** Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree 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.

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 County, incorporated into this Contract by reference and Vendor's Quote, dated April 13, 2020. If there is a conflict between this Contract and the specification or the Vendor's Quote, 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:

COMPDATA SYSTEMS

**By:
Title:**

ATTACHMENT A



CompData Systems

P.O. Box 341513
TAMPA, FL 33694
PH: (813) 906-7662

NAME: Ian and Patrick
COMPANY: Gloucester EMS
ADDRESS:

CONFIDENTIAL AND BASED ON VOLUME PRICING

PHONE:
FAX:
EMAIL:

Date: 4/13/2020

QUOTE:

2 Weeks

PAYMENT TERMS	SHIP VIA	SALES CONSULTANT			DELIVERY
50/10/20					
PART NUMBER	DESCRIPTION	QTY	UNIT	SELL PRICE	EXTENDED
	IntellView Pricing—Passive, Active or Both. Solution Sold as a Service. Solution includes but not limited to Asset Management, Inventory Management, Service, Maps, and more. Pricing is on a "per reader license/per year" and "user licenses". Solution comes with 2 initial reader licenses and 3 user licenses.				
SPT-INT-01	1 to 2 Readers (\$1,237.50 for 1)	0	ea	1,237.00	-
SPT-INT-02	3 to 5	0	ea	4,125.00	-
SPT-INT-06	6 to 10	0	ea	5,484.00	-
SPT-INT-11	11 to 15	0	ea	6,215.00	-
SPT-INT-16	16 to 20 (\$,087 Cents per reader per day)	0	ea	6,875.00	-
SPT-INT-21	21 to 30	1	ea	8,250.00	8,250.00
SPT-INT-31	31 to 40	0	ea	9,625.00	-
SPT-INT-41	41 to 50	0	ea	10,725.00	-
SPT-INT-51	51 to 70	0	ea	14,025.00	-
SPT-INT-71	71 to 100	0	ea	17,325.00	-
	***Service, Chain of Custody, Check In/Out, Checklists are individually sold at \$495.00 Year.	0	ea	495.00	-
	Cellular and/or GPS only (dots on a map)—PRICE WILL DEPEND ON APPLICATION & Country:	0	ea	195.00	-
	User Licenses				
SPT-USER-01	1 to 3	0	ea		
SPT-USER-04	4 to 10 (7)	0	ea	85.00	-
SPT-USER-11	11 to 50 (40)	0	ea	75.00	-
SPT-USER-51	51 to 100 (50)	0	ea	40.00	-
	Software Subtotal (under 30,000 Assets):				
	Add 30% between 30,000 and 50,000 Assets:				
	Add 50% between 51,000 and 100,000:				
	Annual Software Total:				8,250.00
	Courtesy Discount:				
	SERVICES				
	Professional Services including but not limited to: Site Survey, Consulting, Discovery (specification requirements definition), Installation, configuration, import and database services, and training. Services can be performed on site or when applicable—off site. Project Management, 1-10 Days. Asset Management, 1-10 Days. Check In/Out, 1-5 Days. Checklists, 1-10 Days. Service Tracking, 1-5 Days. Inventory Management, 1-10 Days. Narcotics Tracking, 1-4 Days. Order Management, 1-10 Days.				
SPT-SER-SRV		5	ea	1,295.00	6,475.00
SPT-TRAVEL	Travel at actual.	0	ea	-	-
	PAGE 1 SUBTOTAL:			14,725.00	
	SEE SHEET 2 FOR ALL HARDWARE				
	SEE SHEET 3 FOR ALL CONSUMABLES				
	Covid/19 Discount.				(6,850.00)
	***TERMS AND CONDITIONS http://www.silentpartner.com/spt-intms-conditions/				
	UNLESS OTHERWISE NOTED SHIPPING AND HANDLING CHARGES ARE NOT INCLUDED IN ABOVE QUOTATION				
THANK YOU FOR YOUR BUSINESS				SUBTOTAL \$	61,641.56
				SALES TAX	
				TOTAL \$	61,641.56
<p><small>CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by The Home Office of the Seller. All Quotations and agreements are contingent upon prices, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance.</small></p> <p><small>Typographical and other errors subject to correction. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged pro rata. Purchaser assumes liability for print and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.</small></p> <p><small>Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's firm order will not be binding on the Seller.</small></p> <p><small>This document contains information which is proprietary to Silent Partner Technologies and may not be divulged to any third party without the expressed written consent of Silent Partner Technologies.</small></p>					



CompData Systems

P.O. Box 341513
 Tampa, Florida 33694
 PH: 813.906.7562

PART NUMBER	DESCRIPTION	QTY	UNIT	SELL PRICE	EXTENDED
HARDWARE					
SPT-2D-SCANNER	2D Datamatrix Barcode Scanner.	1	ea	495.00	495.00
SPT-TSL	TSL 1128 UHF Bluetooth Device for Physical Counts, Includes One Time License and iPod-IF CLIENT PROVIDES DEVICE, SUBTRACT \$200.00.	0	ea	2,185.00	-
SPT-TSL-IND	TSL 1166 UHF Bluetooth Device (Includes Charging Cradle, power cord, and USB cable) for Physical Counts, Includes One Time License and iPod-IF CLIENT PROVIDES DEVICE, SUBTRACT \$200.00.	0	ea	2,895.00	-
SPT-ZEBRA8500	Zebra 8500 RFID Sied handheld bluetooth device (includes charge cable) for physical counts, includes one time license and iPod-IF CLIENT PROVIDES DEVICE SUBTRACT \$200.00	22	BR	2,195.00	48,290.00
Discount	Discount for Client Provided IDS Device for RFID Scanner Application	20	ea	(200.00)	(4,000.00)
SPT-TM-PRO	ThingMagic USB Pro.	0	ea	500.00	-
SPT-THING-M6	ThingMagic M6 UHF Reader-and onetime Run Time for MultiTool.	0	ea	1,985.00	-
SPT-SMTshelf-Kit	SPT UHF Two Rack (5 Shelf) solution- Includes Reader, 8 Antenna's, Plastic Rack/Shelves, Mux.	0	ea	4,995.00	-
SPT-SMTSHELF	Additional Shelves.	0	ea	155.00	-
SPT-PORTAL	SPT UHF two antenna Portal.	0	ea	2,995.00	-
SPT-POE-PRO	SPT ACTIVE READERS PROTRAC WITH POWER, NEMA, POE, AND ANTENNAS.	0	ea	1,195.00	-
SPT UHF 915 MHz PASSIVE READER (USED FOR PORTALS, SHELVES, VEHICLES)					
AP1000-P	AP1000 Passive Reader. ***Add \$200.00 for Active-used as Hybrid solution.	0	ea	985.00	-
AP1000-LICENSE	AP1000 one time Software License	0	ea	950.00	-
SPT-SMTshelf	SPT Passive Shelves (if over 2 Antenna's, Add Mux & AP1000 Mux Adaptor)	0	ea	175.00	-
				Subtotal	-
SPT VHF 433 MHz LONG RANGE READER (USED FOR PORTALS, ROOMS, VEHICLES)					
AP1000-A	AP1000 Active Reader. ***Add \$200.00 for Passive-used as Hybrid solution.	0	ea	985.00	-
AP1000-LICENSE	AP1000 one time Software License	0	ea	950.00	-
SPT-LRANGE-KIT	Long Range Active Antenna Kit- Includes Mounting Bracket, Antenna Cable, and Power Supply.	0	ea	175.00	-
				Subtotal	-
AP1000 Parts Related Accessories					
AP1000-CABLE	AP1000 Power Cable (DC Plug or Bare wire for manual installation, client specifies)	0	ea	70.00	-
AP1000-PUCK	AP1000 Tri-Band Puck Antenna (Cell, Wi-Fi, GPS) NOTE: Stick on Magnetic or Thru Hole available, add \$8 for Thru Hole.	0	ea	70.00	-
AP1000-MUX-ADPTR	AP1000 specific Multiplexer (Mux) adapter- (**REQUIRED IF OVER 2 ANTENNA'S)	0	ea	95.00	-
Additional Passive/Active Hardware					
SPT-MUX	16 PORT Multiplexer (SMA Connector) ***Required if over 2-4 Antenna's- Depending on Reader.	0	ea	550.00	-
SPT-MUX-ADPTR	ThingMagic only M6 Mux Adapter	0	ea	25.00	-
SPT-ANT-STR	SPT ANTENNA (902-930Mhz) SMA Connector (Edge or rear mount)	0	ea	95.00	-
SPT-ANT-XLR	SPT ANTENNA LONG RANGE (902-930Mhz) SMA Connector (Edge or rear mount)	0	ea	200.00	-
SPT-ANT-XLR-IND	SPT ANTENNA LONG RANGE (902-930Mhz) SMA Connector (Edge or rear mount)-Out door.	0	ea	350.00	-
SPT-PATCH	SPT ACTIVE (433Mhz) Patch Antenna	0	ea	395.00	-
SPT-WHP	SPT ACTIVE (433Mhz) Whip Antenna	0	ea	35.00	-
SPT-SPLTR-4	SPT Active 4 Port Splitter.	0	ea	40.00	-
SPT-Muster	SPT Active Muster Box- Battery (4-6 hours) Pelican Case, Power Supply, Cellular.	0	ea	3,495.00	-
	SPT Outdoor Nema Enclosure (with exhaust vents), and Miscellaneous Parts for Mounting of Reader and Antenna's.	0	ea	450.00	-
SPT-Rack-Xt	SPT UHF Four Rack (4 Antenna, 5 Shelf) solution- Includes Reader, Antenna's, Plastic Rack/Shelves, and Mux.	0	ea	7,500.00	-
SPT-Vehicle-Kit	SPT UHF AP1000 Reader, UHF Configuration, includes 8 Antenna's with Antenna Cables- Specify Power Configuration.	0	ea	3,252.00	-
SPT-Solar Kit-Passive	UHF Solar Kit for Passive configuration with Nema Enclosure and Batteries.	0	ea	2,500.00	-
*****TERMS AND CONDITIONS http://www.silentpartnertech.com/spt-terms-conditions/					
*****UNLESS OTHERWISE NOTED SHIPPING AND HANDLING CHARGES ARE NOT INCLUDED IN ABOVE QUOTATION*****					
THANK YOU FOR YOUR BUSINESS				Hardware Total	\$ 44,785.00
				total on 1st Page	

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by The Home Office of the Seller. All Quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance. Typographical and stenographic errors subject to correction. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged pro rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production. Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.

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CompData Systems

P.O. Box 341513
TAMPA, FL. 33694
PH: (813) 966-7662

PART NUMBER	DESCRIPTION	QTY	UNIT	SELL PRICE	EXTENDED
ACTIVE TAGS					
TAG-PRO-IND	SPT ACTIVE TAGS - Standard (Call for specialty tag pricing)	0	ea	35.00	-
TAG-PRO-MICRO	SPT ACTIVE TAGS -- Micro w/Wings (Call for specialty tag pricing)	0	ea	48.00	-
UHF PASSIVE TAGS					
TAG-USRT	Short Range Ultra Slim Industrial Hard Tag	0	ea	1.75	-
TAG-SRT	Short Range Slim Industrial Hard Tag	0	ea	1.90	-
TAG-MRT	Mid-Range Medium Size Industrial Hard Tag	0	ea	3.40	-
TAG-CABLE	Industrial Cable/Hose Clamp (specify size) price shown is average	0	ea	7.50	-
TAG-LNDY	Laundry Tag (silicone based, good for 10,000 washes)	0	ea	1.80	-
LABEL-MOM	Mount on Metal Label 1 & 7/8ths X 7/8ths	0	ea	1.70	-
TAG-FLEX	UHF Semi Industrial Flexible Multi Surface (metal and off metal) Tag.	0	ea	2.40	-
TAG-CYL	Industrial Grade Cylinder Tag	0	ea	6.00	-
TAG-MICRO	Small Round Industrial Tag (Fisheye) for Radios and other small equipment	0	ea	2.60	-
AVERAGE PASSIVE TAG PRICE:		50.00	EA	3.63	181.56
UHF SPECIALTY TAGS					
TAG-WIRE	Wire Tag-Blue Polyolefin	0	ea	2.95	-
TAG-WELD	Weld on Tag	0	ea	10.00	-
TAG-RADIO	Radio Knob Tag	0	ea	10.00	-
TAG-XLRT	Long-Range Large Size Industrial Hard Tag (Based on quantity of 500+)	0	ea	10.50	-
UHF PASSIVE LABELS					
LABEL-AD321	UHF PASSIVE "CONSUMABLE LABELS"	40000	ea	0.20	8,000.00
LABEL-RT	UHF Rat Tail Consumable Labels	4000	ea	0.20	800.00

*****TERMS AND CONDITIONS <http://www.silentpartnertech.com/spt-terms-conditions/>

****UNLESS OTHERWISE NOTED SHIPPING AND HANDLING CHARGES ARE NOT INCLUDED IN ABOVE QUOTATION****

Consumable Total	\$ 8,981.56
	total on 1st Page

THANK YOU FOR YOUR BUSINESS

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by The Home Office of the Seller. All Quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance.
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RESOLUTION AUTHORIZING APPLICATION AND ACCEPTANCE OF FUNDS TO THE NEW JERSEY DEPARTMENT OF HEALTH FOR A LOCAL CORE CAPACITY FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS GRANT IN THE AMOUNT OF \$280,803.00 FROM JULY 1, 2020 TO JUNE 30, 2021

WHEREAS, the County, through the County Health Department, desires to apply to the New Jersey Department of Health for a Local Core Capacity for Public Health Emergency Preparedness Grant for \$280,803.00 from July 1, 2020 to June 30, 2021; and

WHEREAS, the funding will enhance the capabilities of an emergency-ready Health Department to evaluate, upgrade, and integrate its emergency preparedness and responses; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director be and is hereby authorized to execute, and the Clerk of the Board be and is hereby authorized to attest to, all documents necessary to apply to the New Jersey Department of Health for the Local Core Capacity for Public Health Emergency Preparedness Grant for \$280,803.00 from July 1, 2020 to June 30, 2021; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 27, 2020, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD



State of New Jersey
DEPARTMENT OF HEALTH

PO BOX 360
TRENTON, N.J. 08625-0360

www.nj.gov/health

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

JUDITH M. PERSICILLI, RN, BSN, MA
Commissioner

April 24, 2020

Annamarie Ruiz
Gloucester County Department of Health & Senior Services
204 East Holly Avenue
Sewell, NJ 08080

Dear Health Officer,

SUBJECT: LETTER OF INTENT

The New Jersey Department of Health, Division of Public Health Infrastructure, Laboratories, and Emergency Preparedness intends to process your Grant application for the Local Core Capacity for Public Health Emergency Preparedness LINCS Grant Program PHLP21LNC in the amount of \$280,803. The award of a grant for this project is contingent upon the execution of a grant agreement by the Department's Approval Officer and the availability of funds. This award will be effective for the grant period 07/01/2020 through 06/30/2021.

Please consider this letter as notice of the Division's intent to fund this project in accordance with the legal provisions of the subject grant. Once an agreement has been executed, it will be available for your review in the Department's online grant system, the System for Administering Grants Electronically (SAGE), which can be accessed at www.sage.nj.gov. The Department will not provide cash payments for any project-related costs until an executed agreement has been issued. Any payments made under the grant will be made in accordance with the terms of the Grant Agreement.

The Grantee recognizes and agrees that funding under a grant agreement is expressly dependent upon the availability of funds to the Department, appropriated by the State Legislature from State or federal revenue, or such other funding sources as may be applicable. The Department shall not be held liable for any breach of this agreement, resulting from the absence of available funding appropriations.

Project Category	Funding Amount	Budget Period
CDC Base	\$178,803	07/01/2020 - 06/30/2021
CDC CRI	\$102,000	07/01/2020 - 06/30/2021

The grant award will further be contingent upon the fiscal and programmatic completeness of your application, as well as the fulfillment of any grant objectives, if applicable. **Grant applications are to be completed on-line via the System for Administering Grants Electronically (SAGE).** "Terms and Conditions" as well as Cost Controlling Initiatives will apply and may be found under "Management Activities" within each application. SAGE can be accessed at www.sage.nj.gov. Paper applications will not be accepted. SAGE will be open for PHLP21LNC on **May 12, 2020** and close on **June 10, 2020 at 11:59PM**.

If you have any questions or are in need of assistance, contact Susan Johnson, Program Management Officer, at regionalmmo@doh.nj.gov or Rina Warehall, Grant Management Officer at rina.warehall@doh.nj.gov.

Sincerely,

Dana B. Johnson
Director, Office of Disaster Resilience

cc: SAGE Application
Carl Michaels, Administrator
Karen Fox Pawlak, Service Director
Susan Johnson, Program Management Officer
Rina Warehall, Grant Management Officer

GRANT REQUEST FORM

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

DATE: May 4, 2020

1. TYPE OF GRANT
 NEW GRANT
 x RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER 326

2. GRANT TITLE: Local Core Capacity for Public Health Emergency Preparedness Grant

3. GRANT TERM: FROM: 07/01/2020 TO: 06/30/2021

4. COUNTY DEPARTMENT: Health Department

5. DEPT. CONTACT PERSON & PHONE NUMBER: Carl Michaels (609) 292-0290

6. NAME OF FUNDING AGENCY: NJ Department of Health

10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): NJ Department of Health will be providing funding to enhance the county's capabilities of emergency-ready public health department by upgrading, integrating and evaluating local public health jurisdictions' preparedness and responses.

7.
8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK " * "):

NAME	AMOUNT	NAME	AMOUNT
<u>Eric Fisher</u>	<u>79,277</u>	<u>Carla Kephart</u>	<u>99,839</u>
<u>Annmarie Ruiz</u>	<u>10,482</u>	<u>Ditty Jankauskas</u>	<u>32,808</u>

9. TOTAL SALARY CHARGED TO GRANT: \$ 222,406

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

11. IC CHARGED TO GRANT \$ N/A

12. FRINGE BENEFIT RATE CHARGED TO GRANT: 41.76 %

13. DATE APPLICATION DUE TO GRANTOR June 10, 2020

14. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	\$ <u>280,803.00</u>	
CASH MATCH		_____ (Attach Documentation)
IN-KIND MATCH	_____	_____
TOTAL PROGRAM BUDGET:	\$ <u>280,803.00</u>	

15. DID YOU READ THE GRANT/CONTRACT AND UNDERSTAND ITS TERMS?
 YES x NO _____

16. HAS THE DESCRIPTION BEEN E-MAILED TO THE COUNTY TREASURER'S OFFICE, WHO WILL FORWARD IT TO THE CLERK OF THE BOARD.

DEPARTMENT HEAD: *[Signature]*
 Signature

DATE: 5/4/2020

.....
 Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: _____

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

DEPARTMENT OF TREASURY, GRANTS DIVISION:

1. _____
 Signature

2. _____
 Signature

Revised: 9/22/03

Budget	101 Salaries	222,406	
	410 Office	606	
	750 Telephone	2,006	
	999 Other	4,600	
	994 Fringe	51,189*	(at 41.76 for Fisher and Ruiz only)
		51,185	

BUDGET AMENDMENT FORM

INCLUDE GRANT AGREEMENT AND/OR COMMITMENT LETTER, ATTACH (AMENDED) BUDGET PAGE WITH COUNTY BUDGET EXPENEDITURE EXPLANATIONS (C-2 FORM) AND CODE NUMBER (PER BUDGET MANUAL).

DATE May 4, 2020

1. GRANT TITLE: Local Core Capacity for Public Health Emergency Preparedness Grant
2. DEPARTMENT: Health Department

3. GRANT ID NUMBER: STATE: PHLP21LNC

FEDERAL: _____

4. FUNDING AGENCY CONTACT PERSON: Carl Michaels

5. FUNDING AGENCY PHONE NUMBER: (609) 292-0290

6. GRANT AMOUNT: \$280,803.00

7. A. CASH MATCH AMOUNT: _____
(Attach mandated documentation)

B. IN-KIND MATCH: _____

C. MODIFICATION AMOUNT: _____

D. NEW TOTAL: \$ 280,803.00

8. CONTRACT PERIOD: FROM: 07/01/2020 TO: 06/30/2021

9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE: _____

REIMBURSEMENT: MONTHLY: _____

QUARTERLY: x _____

END OF CONTRACT: _____

OTHER (EXPLAIN) _____

10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES x NO _____
ARE THEY MONTHLY _____ QUARTERLY x END OF CONTRACT _____

LIST DATES REPORTS ARE DUE: 10/10/2020;1/10/2021;4/10/2021
and 7/30/2021

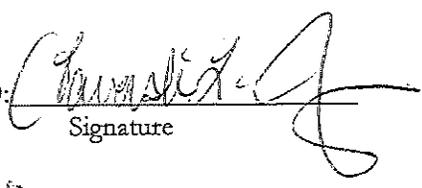
11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES _____ NO x
(IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING SENT OUT FOR RFP'S)

12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES x NO _____
EXPLAIN: _____

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: NJ Department of Health will be providing funding to enhance the county's capabilities of emergency-ready public health department by upgrading, integrating and evaluating local public health jurisdictions' preparedness and responses.

14.

15. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL? YES x NO _____

DEPARTMENT HEAD: 
Signature

DATE: 5/4/2020

.....
Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: _____

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

DEPARTMENT OF TREASURY, GRANTS DIVISION:

1. _____
Signature

2. _____
Signature

**2020-2021 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS**

410 Office Supplies			
Purchase of general office supplies ie pens paper folders etc. plus the purchase of drumkits and color cartridges for Color Laser Printer			606
750 Telephone			
Cost of 1 cell phones at 53.17 per month for 12 months (53.17x12)	638		2,006
Cost of 3 I-Pads at 114.03 per month or (114.03 x 12)	1368		
999 Other/Reserve			
Funds earmarked for MRC enhancement. These funds will be used to purchase new chairs in conference room where the MRC meetings are held. In addition software that is capable of hyperlinks for submitting documents to grantor.			4,600
	Total		<u>\$ 7,212</u>
	Salaries	222,406	
	Fringe	51,185	
		<u>273,591</u>	

Form C-2

Department Code _____ 330

Submission Date _____ 5/4/2020

Department: Health & Human Services Revision Date _____

F-2

RESOLUTION AUTHORIZING THE FREEHOLDER DIRECTOR AND COUNTY COUNSEL TO AUTHENTICATE THE 2020 CERTIFICATIONS AND ASSURANCES TO RECEIVE FEDERAL TRANSIT ADMINISTRATION (FTA) ASSISTANCE GRANTS ADMINISTERED BY NEW JERSEY TRANSIT

WHEREAS, the Federal Transit Administration awards grants and requires applicants to execute and submit various Certifications and Assurances; and

WHEREAS, the County has been provided the 2020 Annual List of Certifications and Assurances.

NOW, THEREFORE, BE IT RESOLVED, that the Gloucester County Board of Chosen Freeholders hereby authorizes the Freeholder Director and County Counsel to attest to any necessary Federal 2020 Certifications and Assurances, and any other documents required for eligibility to receive Federal Transit Administration (FTA) Assistance Grants administered by NJ Transit.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held of Wednesday, May 27, 2020, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD



April 6, 2020

Re: FTA 2020 Annual Certifications and Assurances for Federal Assistance

Dear Subrecipient:

Currently your agency receives or will receive funding and/or vehicle(s) through NJ TRANSIT from a Federal Transit Administration (FTA) grant(s). NJ TRANSIT must certify annually to the FTA that the various applicable rules and regulations are being complied with by both NJ TRANSIT and its subrecipients.

To find out more information on this FTA requirement [click here](#).

The following documents must be completed and signed by your agency (FTA subrecipient) and if you contract out service, with your vendor:

	Agency (FTA Subrecipient)	Vendor
Annual Certifications & Assurances	X	
Annual ADA Affidavit		X
NJ TRANSIT Code of Ethics (MUST BE NOTARIZED with raised seal)		X
FTA Disclosure of Lobbying		X
LLL Lobbying Certification		X
Title VI	X	

Please be advised that for the Annual Certifications and Assurances portion is completed as follows:

- **Keep pages 1-18 for your records** and **only** return last 3 pages.
- Complete Page 1 and include the name of your agency.
- Your agency's appropriate officer and your agency's attorney must sign page 3.

We will also be doing our yearly DUNS #, search on the **System for Award Management (SAM)** website. If your DUNS # registration date is expiring before May 31, 2020, kindly re-register it and ensure that the settings are in place to make it viewable to the public. Should you need more information on how to do so call their toll-free helpdesk number 1-866-705-5711.

Please be sure to retain copies for your files and mail signed originals to my attention by and no later than Friday, May 15, 2020.

If you have any questions or concerns, please call me at (973) 491-7772 or email me at Cderrick@njtransit.com

Thank you in advance for your attention in this matter.

Sincerely,

Cecily Derrick

Sr. Secretary

Local Programs Minibus Support

Phone: (973) 491-7772

E-Fax: 908-445-3429

Email: Cderrick@njtransit.com



FEDERAL FISCAL YEAR 2020 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: County of Gloucester

The Applicant certifies to the applicable provisions of categories 01–20.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	_____
02 Public Transportation Agency Safety Plans	_____
03 Tax Liability and Felony Convictions	_____
04 Lobbying	_____
05 Private Sector Protections	_____
06 Transit Asset Management Plan	_____
07 Rolling Stock Buy America Reviews and Bus Testing	_____
08 Urbanized Area Formula Grants Program	_____
09 Formula Grants for Rural Areas	_____
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____

- 12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs
- 13 State of Good Repair Grants
- 14 Infrastructure Finance Programs
- 15 Alcohol and Controlled Substances Testing
- 16 Rail Safety Training and Oversight
- 17 Demand Responsive Service
- 18 Interest and Financing Costs
- 19 Construction Hiring Preferences
- 20 Cybersecurity Certification for Rail Rolling Stock and Operations

FEDERAL FISCAL YEAR 2020 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE

PAGE

(Required of all Applicants for federal assistance to be awarded by FTA in FY 2020)

AFFIRMATION OF APPLICANT

County of Gloucester

Name of the Applicant:

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2020, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2020.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.



Signature _____ Date: _____

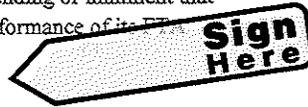
Name **Robert M. Damminger, Freeholder Director** Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): **County of Gloucester**

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its Federal assisted Award.



Signature _____ Date: _____

Name **Emmett E. Primas, Jr., County Counsel** Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

**ANNUAL AFFIDAVIT OF COMPLIANCE WITH
THE AMERICANS WITH DISABILITIES ACT**

- I, Robert M. Damminger (*Name of Individual*), executing this document on behalf of the undersigned company, partnership, corporation, or entity hereinafter referred to as "Subrecipient", presently doing business with NJ Transit, hereby warrant and affirm to NJ Transit as follows:
- The Subrecipient certifies that its transportation service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities.
- The Subrecipient shall make reasonable accommodations in policies, practices, or procedures when such accommodations are necessary to avoid discrimination on the basis of disability unless the subrecipient can demonstrate that making the accommodations would fundamentally alter the nature of the service, program, or activity or result in an undue financial and administration burden.
- The Subrecipient shall make information about how to contact the agency to make requests for reasonable modifications readily available to the public through the same means it uses to inform the public about its policies and practices.
- Accessibility features shall be repaired promptly if they are damaged or out of order. When an accessibility feature is out of order, the Subrecipient shall take reasonable steps to accommodate individuals with disabilities who would otherwise use the feature. This does not prohibit isolated or temporary interruptions in service or access due to maintenance or repairs.
- All individuals using wheelchairs shall be transported in the Subrecipient's vehicles.
- The Subrecipient is not required to permit wheelchairs to ride in places other than designated securement locations in the vehicle, where such locations exist.
- The Subrecipient shall use the securement system to secure wheelchairs as provided and ensure that the wheelchair remains within the securement area.
- The Subrecipient may require that an individual permit his or her wheelchair to be secured.
- The Subrecipient may not deny transportation to a wheelchair or its user on the ground that the device cannot be secured or restrained satisfactorily by the vehicle's securement system.
- The Subrecipient may recommend to a user of a wheelchair that the individual transfer to a vehicle seat. The Subrecipient may not require the individual to transfer.

- Where necessary or upon request, the Subrecipient's personnel shall assist individuals with disabilities with the use of securement systems, ramps and lifts. If it is necessary for the personnel to leave their seats to provide this assistance, they shall do so.
- The Subrecipient shall permit individuals with disabilities who do not use wheelchairs, including standees, to use a vehicle's lift or ramp to enter the vehicle. The Subrecipient shall permit service animals to accompany individuals with disabilities in vehicles and facilities.
- The Subrecipient shall ensure that vehicle operators and other personnel make use of accessibility-related equipment or features.
- The Subrecipient shall make available to individuals with disabilities adequate information concerning transportation services. This obligation includes making adequate communications capacity available, through accessible formats and technology, to enable users to obtain information and schedule service.
- The Subrecipient shall not prohibit an individual with a disability from traveling with a respirator or portable oxygen supply.
- The Subrecipient shall ensure that adequate time is provided to allow individuals with disabilities to complete boarding or disembarking from the vehicle.
- The Subrecipient shall ensure that personnel are trained to proficiency, as appropriate to their duties, so that they operate vehicles and equipment safely and properly assist and treat individuals with disabilities who use the service in a respectful and courteous way, with appropriate attention to the difference among individuals with disabilities.
- Any and all ADA complaints shall be reported to NJ TRANSIT:

COMPLAINTS	
Has your agency received any complaints, investigations or lawsuits alleging discrimination in the delivery of transportation service in the last year?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
If YES, provide a detailed description of the allegation and the current status and/or outcome.	
Has any federal entity conducted an ADA compliance review of your agency within the last three years?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
If YES, provide the purpose/reason for the review, the name of the agency that performed the review, a summary of Findings/Recommendations, and the status and/or disposition.	
Has your agency had a finding of non-compliance by any other federal agency?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

Certification of ADA Compliant Service

This is to certify that County of Gloucester (***Name of Agency***) transportation services meet the requirements as listed above and those of 49 CFR part 37 Transportation Services for Individuals with Disabilities (ADA) as applicable.

Signature

Robert M. Damminger
Print Name of Authorized Official

Freeholder Director
Title

Date

**ANNUAL AFFIDAVIT OF COMPLIANCE WITH
NJ TRANSIT'S CODE OF ETHICS FOR VENDORS
AND
STATE OF NEW JERSEY ETHICS LAW**

I, Robert M. Damminger (*Name of Individual*), executing this document on behalf of the undersigned company, partnership, corporation, or entity hereinafter referred to as "Subrecipient", presently doing business with NJ Transit, hereby warrant and affirm to NJ Transit as follows:

1. I warrant and affirm that the Subrecipient has received a copy of NJ Transit's Code of Vendor Ethics and that I have read and studied this document and distributed this document to all of the Subrecipient's personnel doing business with NJ Transit and required said personnel to fully read this document. In addition, I further warrant and affirm that the Subrecipient has received from NJ Transit a document entitled "Important Notice to All Subrecipients and Consultants" and that I have read and studied this document, including the page setting forth various New Jersey statutory provisions, and that the Subrecipient has distributed this document to all of the Subrecipient's personnel doing business with NJ Transit and required said personnel to fully read this document.
2. The Subrecipient warrants and affirms that it has issued written instructions to all of the Subrecipient's personnel doing business with NJ Transit instructing and requiring same to strictly adhere to the Subrecipient's responsibilities as set forth in NJ Transit's Code of Vendor Ethics and in the "Important Notice to all Subrecipients and Consultants."
3. The Subrecipient warrants and affirms that during the term of the contract with NJ Transit no gratuities or other inducements have been offered or given or will be offered or given in any form including gifts, gratuities, benefits, inducements, meals (other than *de minimis* valued snacks such as coffee, tea, soda, pretzels, cookies, or similar non-meal items), entertainment, or any other thing of value or favors of any kind to any member of NJ Transit's board of Directors, officer or employee of NJ Transit, except as Subrecipient has heretofore disclosed to NJ Transit.
4. The Subrecipient warrants and affirms that during the term of the contract with NJ Transit, the Subrecipient has not and will not make any offers of employment to any NJ Transit officer or employee directly involved with this contract of solicit or interview therefore, directly or indirectly, without first seeking and obtaining written approval from NJ Transit's Ethics Liaison Officer.
5. The Subrecipient warrants and affirms that it has promptly reported in writing to NJ Transit, and, that in the future, it shall so report to NJ Transit every instance that comes except as Subrecipient has heretofore disclosed to NJ Transit, to the Subrecipient's attention and knowledge regarding any member of NJ Transit's Board of Directors, officer or employee of NJ Transit who has, during the term of the contract between NJ Transit and the Subrecipient, solicited or asked Subrecipient to provide gifts, gratuities, benefits, inducements, meals (other than *de minimis* valued snacks such as coffee, tea, soda, pretzels, cookies, or similar non-meal items), entertainment or any other thing of value or favors of any kind or has made any solicitation or request, directly or indirectly, for employment with or through the Subrecipient
6. The Subrecipient acknowledges and accepts that for breach or violation of the foregoing warranties and affirmations, NJ Transit shall have the discretion and legal right to terminate the contract between the Subrecipient and NJ Transit without any fee, cost, assessment, liability or penalty of any kind.

County of Gloucester
(*Print Name of Subrecipient Agency*)

(*Signature of Authorized Principal or Officer*)

Robert M. Damminger, Freeholder Director
(*Print Name and Title of Signatory*)

Sworn to and subscribed to before me, this _____ day of _____, 20_____

Notary Public

VERIFICATION OF TITLE VI ACTIVITIES BY SUBRECIPIENT

Please read enclosed document before completing this form.

Subrecipient Name and address:

County of Gloucester, Division of Transportation Services
115 Budd Blvd.
West Deptford, NJ 08096

Agency's Designated Title VI Person:

Lisa Cerny, Director, Gloucester County Division of Human & Disability Services

E-mail: lcerny@co.gloucester.nj.us

Phone #: 856 -384 -6874

NOTICE TO BENEFICIARIES

Have you made a change to the locations where your Notice is Published?

YES NO

If YES, where is notice published?

- Website
 Brochure/Timetable
 On-board the Vehicles
 Signs Posted at Facility/ Office
 Other

If Other, please explain.

COMPLAINTS

Has your agency received any complaints, investigations or lawsuits alleging discrimination in the delivery of transportation service in the last year?

YES NO

If YES, provide a detailed description of the allegation and the current status and/or outcome.

Has any federal entity conducted a Title VI compliance review of your agency within the last three years?

YES NO

If YES, provide the purpose/reason for the review, the name of the agency that performed the review, a summary of Findings/Recommendations, and the status and/or disposition.

Has your agency had a finding of non-compliance by any other federal agency?

YES NO

Authorized Representative Signature
Robert M. Damminger, Freeholder Director

Date

FTA LOBBYING CERTIFICATION

Required (An authorized representative of the applicant must sign and submit this certification.)**

The undersigned applicant certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to a person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriate funds have been paid or will be paid to any person for making lobbying contracts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure form to Report Lobbying," in Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et. seq.)
- (3) The undersigned shall require that the language of this certification be included in the award documents or all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

(The Applicant) County of Gloucester Division of Transportation certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, et seq., apply to this certification and disclosure, if any.

Signature of Applicant's Authorized Representative: _____

Print Name of Applicant's Authorized Representative: Robert M. Damming

Title of Applicant's Authorized Representative: Freeholder Director

Date _____

RESOLUTION AUTHORIZING MARYVILLE, INC. TO OFFER INTERACTIVE VIDEO CLASSES FOR THE 12 HOUR IDRC PROGRAM

WHEREAS, on November 26, 2019, the County extended a contract to Maryville, Inc., (“Maryville”) with offices at 1903 Grant Avenue, Williamstown, NJ 08094, to serve as the County’s 12 hour Intoxicated Driver Resource Center (IDRC) that provides education and screening services to County residents and individuals referred by the Intoxicated Driver Program within the County’s jurisdiction; and

WHEREAS, due to the on-going public health emergency, the Intoxicated Driving Program (“IDP”) has conceptually approved the delivery of 12-hour IDRC services via electronic methods; and

WHEREAS, in accordance with NJ State requirements, Maryville will provide a summary to the IDP, setting forth how video services will be offered via an online classroom or other synchronous method, utilizing the current certified curriculum to the extent possible, and a listing of any services which will not be offered electronically; and

WHEREAS, Maryville will assume the responsibility to contact clients directly to ascertain their willingness and ability to participate in an online class, as well as manage the mailing/emailing of pertinent information to clients, such as how to logon, how to pay, rules for class “attendance”, screening and documentation handling.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Chosen Freeholders authorizes Maryville, Inc. to deliver 12-hour Intoxicated Driver Resource Center services via electronic methods, for such time as the public health emergency exists, contingent upon approval by the New Jersey Intoxicated Driving Program of the programming details.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 27, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

F-4

RESOLUTION ACCEPTING FUNDS FROM THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES/DIVISION OF ADDICTION SERVICES FOR THE FY 2020 INNOVATION GRANT IN AN AMOUNT NOT TO EXCEED \$111,151.00 FROM JUNE 30, 2020 TO JUNE 29, 2021

WHEREAS, on April 28, 2020, the County was awarded grant funds from the New Jersey Department of Human Services, Division of Mental Health and Addiction Services for the FY 2020 Innovation Grant in an amount to not exceed \$111,151.00 from June 30, 2020 through June 29, 2021, which will be used to provide opioid crisis recovery support in the form of prevention, intervention, treatment and recovery for eligible Gloucester County residents; and

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

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board of Chosen Freeholders is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to any and all documents necessary to carry out the acceptance of the grant funds; and

BE IT FURTHER RESOLVED, that the Board of Chosen Freeholders hereby confirms that the County shall comply with all applicable regulations of the granting authority, and designates the County Department of Health & Human Services with the responsibility for grant implementation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 27, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD

GRANT REQUEST FORM



DATE: April 27, 2020

1. TYPE OF GRANT
X NEW GRANT _____ RENEWAL

2. GRANT TITLE: Gloucester Co. Innovation Opioid Crisis Services

3. GRANT TERM: FROM: 7/1/20 TO: 06/30/21

4. DATE APPLICATION DUE TO GRANTOR: 6/30/20

5. CFDA NUMBER: _____

6. STATE GRANT NUMBER: Grant Number: 20-673-ADA-1

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

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

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

8. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): To provide Innovative Addiction Services to address Opioid Crisis for residents in accordance with Needs Assessment and process promulgated by the Grantor, the NJ Div. Of Mental Health and Addiction Services.

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

10. INDIRECT COST (IC) RATE NA

11. IC CHARGED TO GRANT : \$ \$0

12. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	\$ <u>\$111,151</u>	
CASH MATCH	\$ <u>\$0</u>	<u>NO</u> (Attach Documentation)
IN-KIND MATCH	\$ <u>0</u>	



(Attached Documentation)

TOTAL PROGRAM BUDGET \$ 111,151

13. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$5,551*

TOTAL OTHER EXPENSES (b): \$ 105,600

TOTAL FRINGE (c): \$0 *

TOTAL PROGRAM COST (d): \$111,151

TOTAL GRANT FUNDING (e): \$ 111,151

TOTAL COUNTY FUNDING (f): \$0

DEPT. HEAD: _____
Signature

DATE: _____

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

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

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

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

BUDGET AMENDMENT FORM

DATE: 04/27/20

1. GRANT TITLE: Gloucester Co. Innovation Opioid Crisis Services - #20-673-ADA-1

2. DEPARTMENT: Gloucester County Health and Human Services

3. FUNDING AGENCY CONTACT PERSON: Dr. Donald Hallcom and/or Jason Bell

4. FUNDING AGENCY PHONE NUMBER: Dr. Hallcom-(609)984-4049 or
Jason-(609) 777-0619

5. GRANT AMOUNT: \$ 111,151

6.
7. A. CASH MATCH AMOUNT: \$ 0 - NA
(Attach mandated documentation)

B. IN-KIND MATCH: \$ 0000

C. MODIFICATION AMOUNT: \$ 00000

D. NEW TOTAL: \$ 111,151

8. CONTRACT PERIOD: FROM: 7/1/20 TO 6/30/21

9. HOW DOES COUNTY RECEIVE PAYMENT?:

MONTHLY: _____
QUARTERLY: X
END OF CONTRACT: _____
ADVANCE: _____
OTHER (EXPLAIN): _____

10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES X NO _____
ARE THEY MONTHLY _____ QUARTERLY X END OF CONTRACT _____

LIST DATES REPORTS ARE DUE: On the 15th of month following the quarter of
the calendar year: April 15, July 15,
October 15, January 15 of following year



11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES X NO _____
(IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING SENT OUT FOR RFP'S)

12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES _____ NO X
EXPLAIN: This is a special allocation by the Grantor, special purpose funding. The Grantor cannot commit to the availability of funds for the next Grant period, yet there is a possibility that funds may be available.

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: To provide Innovative Addiction Services to address Opioid Crisis for residents in accordance with Needs Assessment and process promulgated by the Grantor, the NJ Div. Of Mental Health and Addiction Services.

14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL?
 YES- X- (within certain parameters) _____
 NO _____.

DEPARTMENT HEAD: _____
Signature

DATE: _____

***WHEN SUBMITTING A BUDGET AMENDMENT REQUEST PLEASE INCLUDE:

- COMMITMENT LETTER
- SIGNED CONTRACT AGREEMENT AS SOON AS IT IS AVAILABLE
- BUDGET PAGE C-2 WITH EXPLANATIONS

*ONLY ONE HARD COPY OF THE BUDGET AMENDMENT REQUEST IS REQUIRED

F-5

RESOLUTION AUTHORIZING AN APPLICATION TO THE NEW JERSEY TRANSIT CORPORATION AND THE DEPARTMENT OF TRANSPORTATION FOR CARES ACT FFY20 SECTION 5311 GRANT FUNDING IN AN AMOUNT NOT TO EXCEED \$373,657.00 FROM MARCH 1, 2020 TO DECEMBER 31, 2020

WHEREAS, the County seeks to file a grant application with the NJ Transit Corporation and the Department of Transportation for the Coronavirus Aid, Relief, and Economic Security Act (CARES) FFY20 Section 5311; and

WHEREAS, the County is eligible to receive CARES funding in an amount not to exceed \$373,657.00 for the grant period from March 1, 2020 to December 31, 2020; and

WHEREAS, the funds will be used by the County to provide transportation for eligible residents impacted by the effects of the Coronavirus pandemic; and

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

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board of Chosen Freeholders is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to the grant application referenced hereinabove, the resulting agreement and any other certifications or assurances required for acceptance of the grant; and

BE IT FURTHER RESOLVED, that the Board of Chosen Freeholders hereby confirms that the County shall comply with all applicable state and federal regulations, and designates the County Department of Health & Human Services with the responsibility for grant implementation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 27, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD

GRANT REQUEST FORM

DATE: 5/6/2020

1. TYPE OF GRANT
 NEW GRANT RENEWAL
2. GRANT TITLE: CARES ACT/FTA Non-Urbanized Area Formula Program (S5311)
3. GRANT TERM: FROM: 03/01/20 TO: 12/31/20
4. DATE APPLICATION DUE TO GRANTOR: 5/8/20
5. CFDA NUMBER: _____
6. STATE GRANT NUMBER: _____
7. COUNTY DEPARTMENT: Division of Human & Disability Services / DTS
8. DEPT. CONTRACT PERSON & PHONE NO. Lisa Cerny, Director 856-384-6870
9. NAME OF FUNDING AGENCY: NJ TRANSIT
10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): To provide economic assistance to public rural transportation providers in response to effects of the Corona virus pandemic. This application is specific to CARES ACT funds.
11. DID YOU READ THE GRANT AND UNDERSTAND ITS TERMS? Yes
12. INDIRECT COST (IC) RATE 31.7 %
13. IC CHARGED TO GRANT : _____
14. FINANCIAL:

	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	\$ <u>373,657.00</u>	
CASH MATCH	\$ _____	
IN-KIND MATCH	\$ _____	
(Attached Documentation)		(Attach Documentation)
TOTAL PROGRAM BUDGET	\$ <u>373,657.00</u>	

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ 120,000.00

TOTAL OTHER EXPENSES (b): \$ 253,657.00

TOTAL FRINGE (c): \$ _____

TOTAL PROGRAM COST (d): \$ 373,657.00

TOTAL GRANT FUNDING (e): \$ 373,657.00

TOTAL COUNTY FUNDING (f): \$ _____

DEPT. HEAD: _____
Signature

DATE: _____

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

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

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

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

F-6

**RESOLUTION AUTHORIZING AN EMERGENCY CONTRACT PURSUANT TO
N.J.S.A. 40A:11-6 WITH HAPPY HEALTHY YOU FAMILY MEDICINE
IN AN AMOUNT NOT TO EXCEED \$40,000.00**

WHEREAS, an emergency has arisen for services necessary in the protection against the current COVID-19 pandemic, and

WHEREAS, an emergency contract pursuant to N.J.S.A. 40A:11-6 may be awarded without advertisement for bids or bidding, in that an emergency affecting the health and public safety requires immediate performance or service; and

WHEREAS, the County Health Director has certified said emergency pursuant to N.J.S.A. 40A:11-6, for services to be performed by a licensed physician with appropriate staff to enter prescriptions and process COVID-19 antibody testing requisitions to laboratory facilities for analysis, by Happy Healthy You Family Medicine of 707 North Main Street, Unit #2, Glassboro, NJ 08028, from May 1, 2020 to December 31, 2020, in an amount not to exceed \$40,000.00; and

WHEREAS, the certification of Request for an Emergency Purchase is attached to the original of this resolution, a copy of which is on file in the Office of the Clerk of the Board; and

WHEREAS, the contract is for estimated units of service 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 an emergency contract pursuant to N.J.S.A. 40A:11-6 with Happy Healthy You Family Medicine is hereby authorized and approved for the term May 1, 2020 to December 31, 2020 in an amount not to exceed \$40,000.00; and

BE IT FURTHER RESOLVED that prior to any 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 purpose, 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 May 27, 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
HAPPY HEALTHY YOU FAMILY MEDICINE**

THIS CONTRACT is made effective the 1st day of **May, 2020**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 S. Broad Street, Woodbury, NJ 08096, hereinafter referred to as “**County**”, and **HAPPY HEALTHY YOU FAMILY MEDICINE**, of 707 North Main Street, Unit #2, Glassboro, NJ 08028, hereinafter referred to as “**Contractor**”.

RECITALS

WHEREAS, as a result of the COVID-19 pandemic, the County, through the Department of Health has a need for services to be performed by a licensed physician with appropriate staff to enter prescriptions and process COVID-19 antibody testing requisitions to laboratory facilities for analysis; and

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

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective from May 1, 2020 to December 31, 2020.
2. **COMPENSATION.** Contractor shall be compensated in an amount not to exceed \$40,000.00. This is an open-ended Contract and as such, services shall be provided on an as-needed basis and the County is not required to obtain any minimum amount of service.

For the sake of expediency due to certain emergent circumstances, including the existence of a global COVID-19 pandemic and declared Federal and State emergencies, County and Contractor have mutually agreed that Contractor’s fee for goods and/or services pursuant to this Agreement shall be at a rate to be determined jointly by the parties, taking into consideration prevalent market rates for the same or similar goods and/or services. The covenant of good faith and fair dealing shall be applicable to that determination. 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 the services of a licensed physician with appropriate staff to enter prescriptions and process COVID-19 antibody testing requisitions to laboratory facilities for analysis, and thereafter return positive and/or negative results back to the County Health Department as soon as practicable, together with any other specifications which may have been issued by the County in connection with this Contract.

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals or quotes submitted, 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, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

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

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

9. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County 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, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

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

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

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

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

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

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

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

Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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

20. **CONFLICT OF INTEREST.** Contractor declares 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 or sale of goods 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, together with any other specifications which may have been issued by the County in connection with this Contract.

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

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its 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,
FREEHOLDER DIRECTOR**

ATTEST:

**HAPPY HEALTHY YOU
FAMILY MEDICINE**

**By: DR. JOSETTE PALMER,
Title: MD, MPH, FAAFP**