

Agenda



6:00 p.m. Wednesday, June 17, 2020

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the June 3, 2020 meeting minutes.

PROCLAMATIONS

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 JUNE 2020.

This Resolution will approve the County bill lists for June, 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 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:

- **Commissioners Road Bridge 8-F-2 Over Oldman’s Creek - \$3,695,000.00.** This funding will address the deficiencies of the existing Commissioner’s Road Bridge 8-F-2 and dam over Oldman’s Creek in South Harrison Township. Bicycle and pedestrian access over the bridge will be provided. The existing spillway will be removed and the bottom of Algonkin Lake will be regraded to create a new stream channel.

A-3 RESOLUTION REAPPOINTING TWO MEMBERS TO THE BOARD OF EDUCATION OF THE SPECIAL SERVICES SCHOOL DISTRICT AND THE VOCATIONAL SCHOOL DISTRICT.

This Resolution authorizes the reappointments of Marlene A. McConnell and Dr. Erick (Eddie) Guerra, to the Board of Education of the Special Services School District and the Vocation School District, for a three-year term each, commencing July 1, 2020 and terminating June 30, 2023.

A-4 RESOLUTION AUTHORIZING AGREEMENTS FOR A COOPERATIVE PRICING SYSTEM WITH VARIOUS MUNICIPALITIES PROVIDING FOR THE ESTABLISHMENT OF AN ENERGY AGGREGATION PROGRAM PURSUANT TO THE GOVERNMENT ENERGY AGGREGATION ACT OF 2003, N.J.S.A. 48:93.1 to 98.

This Resolution authorizes agreements with various municipalities for participation in the Gloucester County cooperative pricing system for residential energy aggregation in accordance with The Government Energy Aggregation Act of 2003 (L. 2003, c.24, “GEA Act”). This participation affords the purchase of electric supply from Third Party Suppliers (“TPS”) at prices lower than the average utility price, with the possibility of added benefits such as higher renewable energy content, and the likelihood of lower electric rates for these users without causing any interruption in service.

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**DEPUTY DIRECTOR DIMARCO
FREEHOLDER LAVENDER**

B-1 RESOLUTION AUTHORIZING A CONTRACT WITH DOMINION VOTING SYSTEMS, INC., FROM NOVEMBER 1, 2019 to MARCH 31, 2021, FOR \$26,709.88.

This Resolution authorizes a contract with Dominion Voting Systems, Inc. for election services and a WinEDS Annual License Fee, as per Vendor's invoices DVS130670, DVS130768 & DVS130895, from November 1, 2019 to March 31, 2021, for \$26,709.88. C.A.F. #20-03244 has been obtained to certify funds.

B-2 RESOLUTION AUTHORIZING CHANGE ORDER #01 (INCREASE) TO CONTRACT WITH ABJ SPRINKLER COMPANY, INC.

This Resolution authorizes Change Order #01 to a Contract with ABJ Sprinkler Company, Inc. for replacement of the fire pump controllers and jockey pump at the Justice Complex, increasing Contract amount by \$4,800.00, per Vendor quote, resulting in revised Contract amount of \$44,600.00. CAF #20-04297 was obtained to certify funds.

B-3 RESOLUTION AUTHORIZING AN AMENDMENT TO THE VICTIMS OF CRIME ACT GRANT.

This Resolution will approve an amendment to the Victims of Crime Act Grant, to reflect the grant amount of \$421,181.00, with an in-kind match of \$546,452.00, for a new total amount of \$967,633.00 from July 1, 2020 to June 30, 2021.

**DEPARTMENT OF ECONOMIC DEVELOPMENT &
PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

C-1 RESOLUTION AUTHORIZING CONTRACTS WITH TRI-COUNTY COMMUNITY ACTION AGENCY, INC. T/A GATEWAY COMMUNITY ACTION PARTNERSHIP AND THE BOROUGH OF SWEDESBORO FOR CENSUS 2020 OUTREACH PROJECTS USING NJ DEPARTMENT OF STATE CENSUS FUNDS FROM JUNE 1, 2020 TO AUGUST 31, 2020.

This Resolution authorizes execution of contracts with Tri-County Community Action Agency, Inc. t/a Gateway Community Action Partnership, for an amount not to exceed \$10,000.00 and the Borough of Swedesboro, for an amount not to exceed \$5,000.00, from June 1, 2020 to August 31, 2020, per RFP#20-040, to provide Census 2020 eligible outreach activities that will increase the 2020 decennial census response rate in hard to count areas within the boundaries of Gloucester County.

C-2 RESOLUTION EXTENDING THE CONTRACT WITH J. FLETCHER CREAMER & SON FROM JUNE 25, 2020 TO JUNE 24, 2021 IN AN AMOUNT NOT TO EXCEED \$245,000.00.

This Resolution authorizes the County to exercise the final option to extend the contract with J. Fletcher Creamer & Son, Inc. for continued services regarding guiderail maintenance, as per engineering specifications #18-06, from June 25, 2020 to June 24, 2021, in an amount not to exceed \$245,888.00.

**DEPARTMENT OF PUBLIC SAFETY &
VETERANS AFFAIRS**

**FREEHOLDER CHRISTY
FREEHOLDER SIMMONS**

D-1 RESOLUTION AUTHORIZING A TWO (2) YEAR EXTENSION TO THE CONTRACT WITH COOPER WILBERT VAULT CO. INC., FROM JULY 7, 2020 TO JULY 6, 2022.

This Resolution authorizes a two (2) year extension to the contract with Cooper Wilbert Vault Co., Inc., from July 7, 2020 to July 6, 2020, awarded pursuant to PD-018-037.

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

F-1 RESOLUTION AUTHORIZING APPLICATION TO THE NJ DEPARTMENT OF HEALTH FOR A WIC HEALTH SERVICE GRANT FOR \$839,860.00 FROM OCTOBER 1, 2020 TO SEPTEMBER 30, 2021.

This Resolution authorizes the County, through its Department of Health, and Human Services, to apply to the New Jersey Department of Health, Division of Family Health Services, for a Women, Infants and Children (WIC) Health Service Grant, which provides funding for nutrition education and vouchers redeemable for nutritious food for lactating women and for infants and children in Gloucester County for \$839,860.00, from October 1, 2020 to September 30, 2021.

F-2 RESOLUTION AUTHORIZING AN AMENDMENT TO THE SPECIAL CHILD HEALTH SERVICES CASE MANAGEMENT GRANT.

This Resolution will approve an amendment to the Special Health Services Case Management Grant, to reflect the grant amount of \$43,250.00, with an in-kind match of \$17,501.00, for a new total amount of \$60,751.00 with a new term from July 1, 2020 through September 30, 2020.

F-3 RESOLUTION AUTHORIZING CONTRACTS WITH CENTER FOR FAMILY SERVICES, INC. IN AN AMOUNT NOT TO EXCEED \$70,000.00 AND THE SILENT EPIDEMIC IN AN AMOUNT NOT TO EXCEED \$35,600.00, FROM JUNE 30, 2020 TO JUNE 29, 2021.

This Resolution authorizes Contracts with Center for Family Services, Inc. in an amount not to exceed \$70,000.00 and The Silent Epidemic in an amount not to exceed \$35,600.00, to provide innovative and creative strategies for opioid abuse prevention and/or recovery for County residents as per RFP # 20-026, from June 30, 2020 to June 29, 2021.

F-4 RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE NATIONAL EMERGENCY FOOD AND SHELTER PROGRAM PHASE 37 GRANT IN AN AMOUNT NOT TO EXCEED \$22,180.00.

The National Food and Shelter Board has allotted \$113,180.00 to Gloucester County for emergency needs of County residents. The Local Emergency Food and Shelter Board, through Gloucester County Human Services Advisory Council has awarded \$22,180.00 of this to the Gloucester County Division of Social Services to purchase food certificates for use by County residents.

F-5 RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH NEW JERSEY DEPARTMENT OF HUMAN SERVICES REGARDING THE ADMINISTRATION OF DIVISION OF MEDICAL ASSISTANCE AND HEALTH SERVICES PROGRAMS.

This Resolution authorizes the Director of Gloucester County Division of Social Services to execute all documents required to effectuate a Memo of Understanding with DHS memorializing responsibilities and procedures for County administration of New Jersey's medical assistance programs in accordance with State and federal law under 42 C.F.R. 431.10(d), and to allow GCDSS access to new State technology platforms. This MOU will replace all prior agreements with DMAHS for the administration of qualifying healthcare programs, and shall be for a one-year period, which may be extended for two additional annual terms.

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER LAVENDER
FREEHOLDER DIMARCO**

G-1 RESOLUTION AUTHORIZING A CONTRACT WITH RAHN LANDSCAPING, LLC D.B.A. ALL GREEN TURF MANAGEMENT FOR \$19,500.00.

This Resolution authorizes a contract with Rahn Landscaping, LLC D.B.A. All Green Turf Management to furnish all plant, labor, equipment, specified materials and services, as per PD-020-018 for the improvements to #5 Green Complex at the GC Pitman Golf Course. C.A.F. #20-04493 has been obtained to certify funds.

G-2 RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT FOR FARM PROPERTY OWNED BY THOMAS ROSSI AND MICHAEL ROSSI FOR \$64,291.80.

This Resolution authorizes the purchase of the development rights on properties in the Borough of Newfield and Vineland, known as Block 400, Lot 5 (consisting of 14.323 acres), and Block 201, Lot 3 (consisting of 1.169 acres), respectively, (hereinafter collectively the "Property"), owned by Thomas Rossi and Michael Rossi, as per the application made to the Gloucester County Farmland Preservation Program by the same. This Resolution deals with the items necessary in order to commence settlement to acquire the development easements on the property (signing of the agreement of sale, deed of easement, etc.), which is expected to occur in the next month. The acquisition of the said development rights is based on a value of \$4, 150.00 per acre, which was determined as per two appraisals as completed by two State-certified appraisers. The property is also eligible for an estimated 60% reimbursement from the State Agriculture Development Committee for the settlement costs in an upcoming Farmland Preservation funding round. The cost of the associated appraisal services regarding the said acquisition was \$3,100.00 for Steven Bartelt. MAI and \$2,500.00 for T.W. Sheehan Associates. This property is being preserved in conjunction with a neighboring farm, and together will constitute the first four farmland properties preserved in the Borough of Newfield. Block 201, Lot 3, Vineland should remain under preservation easement with the adjacent farm and mother lot on Block 400, Lot 5, Newfield, as it is landlocked. The preservation easement for Block 201, Lot 3, shall be conveyed to Cumberland County at closing, as the property is situated in Cumberland County. C.A.F. #20-04506 has been obtained to certify funds.

G-3 RESOLUTION AUTHORIZING THE PURCHASE OF APX 4000 PORTABLE RADIOS FROM MOTOROLA SOLUTIONS, INC. THROUGH STATE CONTRACT FOR \$37,536.20.

This Resolution authorizes the purchase of sixteen (16) APX 4000 portable radios for use in emergency call boxes in County parks from Motorola Solutions, Inc.. Such purchase to be made through the use of State Contract # 83909 for a total amount of \$37,536.20. C.A.F. #20-04288 has been obtained to certify funds.

G-4 RESOLUTION AUTHORIZING THE PURCHASE OF WIRELESS CALL BOX STATIONS FROM WIRELESS C & E, INC. THROUGH STATE CONTRACT FOR \$98,850.00.

This Resolution authorizes the purchase, installation, configuration and programming of fifteen (15) call 24, solar S Series MK111 TDMA Wireless Call Box Stations from Wireless C & E, Inc. Such purchase and services are to be made through the use of State Contract # 20-TELE-00910 for a total amount of \$98,850.00. C.A.F. #20-04287 has been obtained to certify funds.

Old Business

New Business

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

Adjournment

MINUTES



6:00 p.m. Wednesday, June 3, 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 **May 27, 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

PROCLAMATIONS

52533 Proclamation to Petty Officer Second Class Christopher VanWell in Appreciation for his Service to our Country. Previously presented by Freeholder Christy.

52534 Proclamation to US Army Specialist Morris Macklin in Appreciation for his Service to our Country. Previously presented by Freeholder Christy.

52535 Proclamation in honor of Margaret "Peg" Mendoza on her 100th Birthday on May 26, 2020. Previously presented by Deputy Director Frank J. DiMarco.

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

Consent Agenda Statement

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 Consent Agenda Resolutions 52536-52549

FREEHOLDER	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Deputy Director DiMarco	X		X			
Freeholder Barnes		X	X			
Freeholder Christy			X		Resolution #52545	
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons			X		Resolution #52545	
Director Damminger			X			

Comments: N/A

RESOLUTIONS

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER
FREEHOLDER DIMARCO

52536 RESOLUTION AUTHORIZING INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2020 COUNTY BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

52537 RESOLUTION AUTHORIZING A CONTRACT WITH PACKETVIPER, LLC FROM JUNE 3, 2020 TO JUNE 2, 2023 IN AN AMOUNT NOT TO EXCEED \$15,800.00 PER YEAR.

52538 RESOLUTION AUTHORIZING EXECUTION OF A PREDEVELOPMENT LOAN AGREEMENT WITH THE HOUSING AUTHORIZING OF GLOUCESTER COUNTY.

DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES

DEPUTY DIRECTOR DIMARCO
FREEHOLDER LAVENDER

52539 RESOLUTION AUTHORIZING AN EMERGENCY CONTRACT PURSUANT TO N.J.S.A. 40A:11-6 WITH HOLDEN FACILITY SERVICES FOR \$133,633.00.

52540 RESOLUTION AUTHORIZING A CONTRACT WITH CSI TECHNOLOGY GROUP FOR COMPUTER SOFTWARE AND SERVER MAINTENANCE THROUGH DECEMBER 31, 2020, IN AN AMOUNT NOT TO EXCEED \$55,400.70.

52541 RESOLUTION AUTHORIZING A CONTRACT WITH RUNBECK ELECTION SERVICES, INC., FOR \$423,000.00.

DEPARTMENT OF ECONOMIC DEVELOPMENT &
PUBLIC WORKS

FREEHOLDER SIMMONS
FREEHOLDER CHRISTY

52542 RESOLUTION AUTHORIZING AN AMENDMENT TO A SUBRECIPIENT AGREEMENT WITH THE TOWNSHIP OF MANTUA.

52543 RESOLUTION AUTHORIZING CONTRACTS WITH MASER CONSULTING, P.A. AND FRENCH & PARRELLO ASSOCIATES FROM JUNE 11, 2020 TO JUNE 10, 2021 IN AN AMOUNT NOT TO EXCEED \$75,000.00 EACH.

52544 RESOLUTION AUTHORIZING THE PURCHASE OF TWO EXTENDED CARGO VANS FROM MALL CHEVROLET FOR A TOTAL AMOUNT OF \$99,167.48.

52545 RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. FOR \$2,339,863.50 FROM JUNE 3, 2020 TO COMPLETION OF THE PROJECT.

DEPARTMENT OF PUBLIC SAFETY &
VETERANS AFFAIRS

FREEHOLDER CHRISTY
FREEHOLDER SIMMONS

52546 RESOLUTION AUTHORIZING A CONTRACT WITH CLEAN AIR COMPANY, INC., FOR \$86,102.00.

DEPARTMENT OF EDUCATION

FREEHOLDER BARNES
FREEHOLDER JEFFERSON

DEPARTMENT OF HEALTH &
HUMAN SERVICES

FREEHOLDER JEFFERSON
FREEHOLDER BARNES

52547 RESOLUTION AUTHORIZING APPLICATION AND ACCEPTANCE OF FUNDS FROM THE STATE OF NEW JERSEY FOR THE ARCH PROGRAM IN AN AMOUNT OF \$31,250.00 FROM JULY 1, 2020 TO SEPTEMBER 30, 2020.

52548 RESOLUTION AUTHORIZING THE PURCHASE OF A 2020 FORD MODEL F550 BUS FROM ALLIANCE BUS GROUP, INC. FOR \$88,417.00 AND AGREEMENT WITH THE TOWNSHIP OF MONROE PURSUANT TO THE CAPITAL TRANSIT INVESTMENT PLAN FOR RECEIPT OF THE BUS.

52549 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH JOHN A. ALICE, ESQUIRE TO INCREASE THE CONTRACT AMOUNT BY \$50,000.00.

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:

Adjournment

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

Time: 6:04 p.m.

RESOLUTION APPROVING THE BILL LISTS FOR THE MONTH OF JUNE 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 June 12, 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 June 12, 2020.

NOW, THEREFORE, BE IT RESOLVED that the County’s bill list for the period ending June 12, 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 June 12, 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 June 17, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

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

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

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

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

- (1) The sum of **\$3,695,000.00**, which item is now available as a revenue from the State of New Jersey, Department of Transportation Commissioners Road Bridge 8-F-2 over Oldman’s Creek, to be appropriated under the caption of the State of New Jersey, Department of Transportation **Commissioners Road Bridge 8-F-2 over Oldman’s Creek - Other Expenses**

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on June 17, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE BURNS,
CLERK OF THE BOARD**

RESOLUTION REAPPOINTING TWO MEMBERS TO THE BOARD OF EDUCATION OF THE SPECIAL SERVICES SCHOOL DISTRICT AND THE VOCATIONAL SCHOOL DISTRICT

WHEREAS, the Board of Chosen Freeholders created a consolidated Board of Education of the Special Services School District and the Vocational School District of the County of Gloucester pursuant to N.J.S.A. 18A:46-47 et seq., and appoints members to the Board; and

WHEREAS, the current terms of Marlene A. McConnell and Dr. Erick (Eddie) Guerra will expire on June 30, 2020; and

WHEREAS, it is in the best interest of the County of Gloucester to reappoint said members to a three-year term each, commencing July 1, 2020 and terminating June 30, 2023.

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

1. That the reappointments of **Marlene A. McConnell** and **Dr. Erick (Eddie) Guerra** are hereby authorized, for a three-year term each, commencing July 1, 2020 and terminating June 30, 2023.
2. Said appointments are subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on June 17, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

Marlene A. McConnell



Summary of Qualifications

Commitment to the education of all students as evidenced by 23 years of service on the Board of Education. Professional leadership and communication skills with ability to work collaboratively in a group. Understand board governance and the role of the Board to oversee the operation of the Districts.

Professional Experience

- Board of Education of the Special Services School District and the Vocational School District of the County of Gloucester** July 2008 to present
President/Vice President of the Board; member of Personnel Committee and Negotiations Committee; Board representative on the Advisory Committee; Board liaison with County College
- Board of Education of the Gloucester County Special Services School District** August 1991 to June 2008
President/Vice President of the Board; served on the Personnel Committee, Negotiations Committee and Finance/Budget Committee; Board representative on the Advisory Committee
- Gloucester County Special Education Study Panel** November 1989 to July 1991
Parent representative; reviewed current and future needs of special education in Gloucester County; this led to the dissolution of the County Education Services Commission and creation of the Gloucester County Special Services School District
- St. John of God Parents and Friends Association** 1978 to 1999
Member and participant in fund raising activities; served on the Reading Curriculum Committee; parent representative on Legislative Forum co-sponsored by the Gloucester County ARC and St. John of God asking local politicians running for office questions concerning people with disabilities; served on the Humanization Committee whose purpose was to collect data pertaining to parental concerns and needs of programs to give insight into the future direction of the school; classroom volunteer in the secondary program; room parent
- Down Syndrome Support Group of South Jersey** 1985 to 1995
Active member and Outreach Coordinator; created and presented an in-service program to hospitals in the tri-county area to offer the Group's parent contact services; compiled a Procedure Handbook for the Outreach Committee; worked on the Group's Booklet Committee creating "Reaching Out", a booklet aimed at new parents to introduce the Group and give some basic information on Down syndrome
- Washington Township Parent Group for Special Needs Students** 1981 to 1991
Active member and Group Co-Spokesperson for the 1989-90 and 1990-91 school years; served on Washington Township Comprehensive System of Personnel Development (CSPD) Committee developing goals and objectives for the District's three-year plans for 1987 to 1990 and 1990 to 1993; helped to update and rewrite the Department of Pupil Personnel Services parent handbook while serving on the Parent Handbook Committee
- State Parent Advisory Council for the Handicapped (SPACH)** 1987 to 1989
Gloucester County representative; served on the Transition Committee and Update Committee for NJAC 6:28 regulations
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Employment History

Administrative Assistant , Gary Stuhltrager, Esq., Deptford, NJ	August 2004 to October 2009
Administrative Assistant , John R. Lindsay, Esq., Turnersville, NJ	November 2001 to March 2003
Substitute Teacher/Teacher Assistant , HollyDell School (formerly CP Center), Washington Township, NJ	December 1998 to October 2001
Administrative Assistant , Sell A House USA, Washington Township, NJ	March 1994 to September 1995
Real Estate Associate , Coldwell Banker, Washington Township, NJ	April 1993 to February 1994
Aisle Manager/Merchandiser , Gibson Greetings, Inc. in Phar Mor Store #305, Turnersville, NJ	October 1990 to January 1994
Accounts Receivable Billing , Delaware Valley Wholesale Florist, Sewell, NJ	October 1973 to October 1977

Education

Gloucester County College, Sewell, NJ
A.A.S. Secretarial Education (1973); graduated with honors, 4.0 GPA; Dean's Award for Academic Excellence; named to Who's Who in American Junior Colleges; assistant editor on campus newspaper

Activities/Affiliations

- New Jersey School Boards Association member since 1991
 - Certified volunteer and coach for New Jersey Special Olympics
 - New Jersey Notary Public since 1994
 - Received New Jersey Real Estate License in 1993
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Curriculum Vitae

Erick (Eddie) Guerra, Ph.D.

School of Earth & Environment

Department of Physics & Astronomy, College of Science & Mathematics

Rowan University

201 Mullica Hill Road

Glassboro, NJ 08028

Phone: (856) 256-4323

Fax: (856) 256-4478

Email: guerra@rowan.edu

Education:

- Ph.D. in Physics, 1997, Princeton University
- M.A. in Physics, 1995, Princeton University
- B.S. with Honors in Engineering Physics, 1993, University of California at Berkeley

Work Experience:

- Senior Associate to the Dean, Rowan University, School of Earth & Environment
07/01/2016 to present
- Chairperson, Rowan University, Department of Physics & Astronomy
07/01/2015 to 06/30/2016
- Associate Dean, Rowan University, School of Biomedical Science & Health Professions
07/01/2014 to 07/15/2015
- Assistant Dean for Research & Grants, Rowan University, College of Science & Mathematics
07/01/2013 to 06/30/2014
- Assistant Dean for Biomedical Planning, Rowan University, School of Biomedical Sciences
07/01/2012 to 06/30/2014
- Chairperson, Rowan University, Department of Physics & Astronomy
07/01/2011 to 06/30/2012
- Associate Professor, Rowan University, Department of Physics and Astronomy
09/01/2003 to present
- Visiting Research Fellow, Princeton University, Department of Physics
09/01/2004 to 01/31/2005
- Interim Coordinator, Edelman Planetarium at Rowan University
09/01/2003 to 06/30/2004
- Visiting Research Fellow, NASA Goddard Space Flight Center, WMAP Team
06/01/2002 to 08/31/2002
- Assistant Professor, Rowan University, Department of Chemistry & Physics
09/01/1998 to 08/31/2003.
- Visiting Assistant Professor (part-time), College of Staten Island (CUNY); Spring 1998
- Postdoctoral Associate, Princeton University, Department of Physics, 10/01/1997 to 08/31/1998
- Adjunct Lecturer, College of Staten Island (CUNY), Spring 1997 & Fall 1997

Honors and Fellowships:

- NASA Faculty Fellowship, summer 2002
- National Science Foundation Graduate Fellowship, 1993-1996
- Joseph Henry Prize, 1993-1994
- National Science Foundation Mentoring Assistantship, summer 1993
- National Hispanic Scholar, 1989-1992

Professional Memberships:

- American Astronomical Society
- American Association of Physics Teachers
- Society for Advancement of Chicanos/Hispanics and Native Americans in Science

Professional Service:

- February 6-8, 2008: Committee of Visitors, Division of Astronomical Sciences, National Science Foundation. The Committee of Visitors submits a report that provides the National Science Foundation providing external assessment of a division's operations and decisions.
- January 8, 2002: Panelist at a special session on the status of minorities in astronomy held during the 199th meeting of the American Astronomical Society in Washington, DC.
- September 2000: Reviewed grant proposals submitted to the National Science Foundation, Information Technology Research program.
- May 2000: National Science Foundation, Research at Undergraduate Institutions Workshop.
- February 2000: Member of a grant review panel for the National Science Foundation, Astronomical Sciences Division, Extra-galactic/Cosmology. Over 20 grants were reviewed.

University Service:

- Chair of Academic Policies and Procedures Committee, Rowan University Senate, 2016-present
- Rowan University Senate Representative to the BOT subcommittee for Advancement, 2016-present
- Senator, Department of Physics & Astronomy, Rowan University Senate, 2016-present
- Chair of Tenure & Recontracting Committee, Department of Physics & Astronomy, 2016-18
- Vice-chair of the College of Science & Mathematics Curriculum Committee, 2015-16
- Member of Rowan/UMDNJ-SOM Academic & Educational Programs Integration Team, 2012-13
- Member of Rowan/UMDNJ-SOM Research Issues Integration Team, 2012-13
- Rowan University Academic Integrity Board member, 2012-present
- AFT Local 2373 Delegate to American Federation of Teachers (AFT) Council of New Jersey State College Locals and New Jersey State Federation Convention, April 20-21, 2012
- At-large Senate Executive Committee Member, Rowan University Senate, 2011-12
- Senator at-large, Rowan University Senate, 2011-12
- Rowan University Senate Representative to the BOT subcommittee for Advancement, 2011-12
- Chair of Academic Policies and Procedures Committee, Rowan University Senate, 2010-11
- At-large Executive Committee Member, Rowan University Senate, spring 2010
- AFT Local 2373 Delegate to Southern New Jersey Central Labor Council (AFL-CIO), 2009-2012
- Senator, Department of Physics & Astronomy, Rowan University Senate, 2009-11
- Chair of Tenure & Recontracting Committee, Department of Physics & Astronomy, 2009-10
- Chair of Tenure & Recontracting Committee, Department of Physics & Astronomy, 2007-08
- Chair of Recruitment, Admission and Retention Committee, Rowan University Senate, 2006-07
- Senator At-large, Rowan University Senate, 2005-07
- Chair of Tenure & Recontracting Committee, Department of Physics & Astronomy, 2005-06
- Contributed to efforts by University Advancement to secure a \$1 million donation from Frederick and Jean Edelman for equipment in the planetarium and observatory in the Science Hall, 2002-03.
- Senator, Department of Chemistry & Physics, Rowan University Senate, 2001-03

Community Service:

- Member of the Glassboro Planning Board, 2010-present
- Member of the Glassboro Zoning Board of Adjustment, 2006-2010
- Volunteer, Boy Scout Troop 289, Glassboro, 2015-16
- Volunteer, Cub Scout Pack 289, Glassboro, 2010-15

Research Interests:

- Radio Galaxies and Radio-loud Quasars
- Observational Cosmology
- Radio Interferometry
- Broadband Photometry
- Diversity in Science and the High-tech Workforce

Journal Publications:

- Erratum: "A Study of 13 Powerful Classical Double Radio Galaxies", P. Kharb, C. P. O'Dea, S. A. Baum, R. A. Daly, M. P. Mory, M. Donahue, & E. J. Guerra 2011, *Astrophysical Journal Supplement Series*, Vol. 196, 14.
- "Cosmological Studies with Radio Galaxies and Supernovae", R. A. Daly, M. P. Mory, C. P. O'Dea, P. Kharb, S. Baum, E. J. Guerra, & S. G. Djorgovski 2009, *Astrophysical Journal*, Vol. 691, 1058.
- "A study of 13 Powerful Classical Double Radio Sources", P. Kharb, C. P. O'Dea, S. Baum, R. A. Daly, M. P. Mory, M. Donahue, & E. J. Guerra 2008, *Astrophysical Journal Supplement Series*, Vol. 174, 74.
- "Quintessence, Cosmology, and FRIIb Radio Galaxies", R. A. Daly & E. J. Guerra 2002, *Astronomical Journal*, Vol. 124, Number 4, 1831.
- "Estimates of Global Cosmological Parameters Determined Using Classical Double Radio Galaxies", E. J. Guerra, R. A. Daly, & L. Wan 2000, *Astrophysical Journal*, Vol. 544, 659.
- "Empirical Determinations of Key Physical Parameters Related to Classical Double Radio Sources", L. Wan, R. A. Daly, & E. J. Guerra 2000, *Astrophysical Journal*, Vol. 544, 671.
- "Central Engines of AGN: Properties of Collimated Outflows and Applications for Cosmology", E. J. Guerra & R. A. Daly 1998, *Astrophysical Journal*, Vol. 493, 536.
- "Outflow Angles, Bulk Lorentz Factors, and Kinematics of Outflows from the Cores of AGN", E. J. Guerra & R. A. Daly 1997, *Astrophysical Journal*, Vol. 491, 483.

Articles in Conference Proceedings:

- "A Radio Study of 13 Powerful FR II Radio Galaxies", P. Kharb, C. P. O'Dea, S. A. Baum, R. A. Daly, M. P. Mory, M. Donahue, & E. J. Guerra 2007, in *The Central Engine of Active Galactic Nuclei*, ed. L. C. Ho & J. Wang (ASP conference series), 221.
- "High-frequency Spectra of Extreme GPS and Rising-spectrum Radio Sources", E. J. Guerra, J. Cabanela, R. B. Partridge, & S. Meyers 2005, in *Future Directions in High Resolution Astronomy: A Celebration of the 10th Anniversary of the VLBA*, eds. J. Romney & M. Reid (ASP conference series), 89.
- "Radio Galaxies: Cosmological Test for Quintessence", R. A. Daly & E. J. Guerra 2005, in *New Cosmological Data and the Values of the Fundamental Parameters: IAU Symposium 201*, ed. A. Lasenby & A. Wilkinson (ASP Conference Series), 264.
- "Cosmological Parameters and Quintessence from Radio Galaxies", R. A. Daly & E. J. Guerra 2003, in *The Dark Universe: Matter, Energy, and Gravity*, ed. M. Livio (Cambridge University), 77.
- "High-redshift Radio Galaxies as a Cosmological Tool", R. A. Daly, M. P. Mory, & E. J. Guerra 2002, in *The Proceedings of the Coral Gables Conference*, ed. B. N. Kursunoglu, S. L. Mintz, & A. Perlmutter (AIP Conference Proceedings), 87.
- "VLA-FIRST/GB6 Inverted-Spectrum Radio Sources at 20 GHz", E. J. Guerra, S. M. Newlander, D. B. Haarsma, & R. B. Partridge 2002, in *Life Cycles of Radio Galaxies*, *New Astronomy Reviews* (Elsevier Science), Volume 46, 303.
- "The Beam Power, Lifetime, and Energy of FRIIb Radio Galaxies", E. J. Guerra & R. A. Daly 2001, in *Particles and Fields in Radio Galaxies*, ed. R. Laing & K. Blundell (ASP Conference Series), 417.

- "Magnetic Field Strengths in the Lobes and Bridges of FR IIb Sources", R. A. Daly, E. J. Guerra, & M. Chester 2001, in *Particles and Fields in Radio Galaxies*, ed. R. Laing & K. Blundell (ASP Conference Series), 413.
- "Global Cosmological Parameters Measured Using Classical Double Radio Sources", R. A. Daly, E. J. Guerra, & L. Wan 1998, in *Fundamental Parameters in Cosmology: The Proceedings of the XXXIIIrd Rencontres de Moriond*, ed. J. Tran Thanh Van & Y. Giraud-Heraud (Paris: Editions Frontieres), 323.
- "Outflow Angles and Bulk Lorentz Factors for Different Categories of AGN", E. J. Guerra & R. A. Daly 1997, in *Accretion Phenomena and Related Outflows: IAU Colloquium 163*, ed. Dayal Wickramasinghe, Lilia Ferrario, & Geoff Bicknell (ASP Conference Series), 695.
- "Estimates of Doppler Factors, Outflow Angles, and Bulk Lorentz Factors for a Sample of Compact Radio Sources", R. A. Daly, E. J. Guerra, & A. Guijosa 1996, in *Energy Transport in Radio Galaxies and Quasars*, ed. P. Hardee, A. Bridle, & A. Zensus (ASP Conference Series), 73.
- "Cygnus A and Other 3CR Sources in Cosmological Tests", E. J. Guerra & R. A. Daly 1996, in *Cygnus A: A Study of a Radio Galaxy*, ed. C. Carilli & D. Harris (Cambridge Univ.), 252.

Presentations at Professional Meetings (as presenting author):

- "BVR Photometry Of An Inverted-spectrum, Flat-spectrum Radio Source With The Rowan 0.4-meter Telescope", 219th Meeting of the American Astronomical Society, January 9, 2012, Austin, TX.
- "Observational Astronomy: Adverse Conditions and Teachable Moments", invited talk at the Astronomical Image Processing Session during the 2011 Summer Meeting of the American Association of Physics Teachers, August 2, 2011, Omaha, NE.
- "Helical Radio Jets in Radio-loud Galaxies: Proper Motions and Doppler Shifts", 214th Meeting of the American Astronomical Society, June 8, 2009, Pasadena, CA.
- "Helical Jets in Radio-loud Active Galaxies and Periodic Variation of Doppler Factors", 205th Meeting of the American Astronomical Society, January 13, 2005, San Diego, CA.
- "Single-epoch Radio Spectra of VLA-FIRST/GB6 Inverted-spectrum Radio Sources", 199th Meeting of the American Astronomical Society, January 10, 2002, Washington, DC.
- "Single-epoch Spectra of Bright VLA-FIRST/GB6 Inverted-spectrum Radio Sources", 197th Meeting of the American Astronomical Society, January 11, 2001, San Diego, CA.
- "The Beam Power, Lifetime, and Energy of Powerful FR II Radio Galaxies", The Oxford Radio Galaxy Workshop, August 3, 2000, Oxford, United Kingdom.
- "Global Cosmological Parameters: How Accurate Are Current Estimates?", 196th Meeting of the American Astronomical Society, June 8, 2000, Rochester, NY.
- "VLA-FIRST/GB6 Inverted-Spectrum Radio Sources at 20 GHz", The International Workshop on Life Cycles of Radio Galaxies, July 16, 1999, Baltimore, MD.
- "Flux Measurements at 20 GHz of VLA-FIRST/GB6 Inverted-Spectrum Radio Sources", 194th Meeting of the American Astronomical Society, June 3, 1999, Chicago, IL.
- "Observations of VLA-FIRST/GB6 Inverted-Spectrum Radio Sources", 193rd Meeting of the American Astronomical Society, January 7, 1999, Austin, TX.
- "New point source measurements at 21 GHz", The Sloan Summit on Microwave Foregrounds, November 15, 1998, Princeton, NJ.
- "Global Cosmological Parameters Determined Using Radio Sources", 192nd Meeting of the American Astronomical Society, June 8, 1998, San Diego, CA.
- "The Phenomenology of Outflows from Radio Loud AGN", 191st Meeting of the American Astronomical Society, January 8, 1998, Washington, DC.
- "Powerful Extended Radio Galaxies as a Cosmological Test", 188th Meeting of the American Astronomical Society, June 10, 1996, Madison, WI.
- "Update and Results on Cosmology With Powerful Radio Sources", 187th Meeting of the American Astronomical Society, January 17, 1996, San Antonio, TX.

- "Disentangling Relativistic Effects in Compact Radio Sources", 187th Meeting of the American Astronomical Society, January 16, 1996, San Antonio, TX.
- "Cygnus A and Other 3CR Sources in Cosmological Tests", The Cygnus A Workshop, May 4, 1995, Green Bank, WV.

External Grants Awarded:

- "PCCC STEM and Rowan CSM Science Workforce Partnership: Chemistry & Biochemistry Applications". Subaward of \$3000 from Passaic County Community College with US Department of Education as prime sponsor. Project period from 03/15/14 to 05/15/14.
- "Radio Galaxies with Inverted Spectra: Effects of Evolution and Doppler Boosting". Lindback Minority Faculty Grant for the project period from 09/01/02 to 08/31/03. Awarded \$14,921 by the Lindback Foundation.
- "Multi-frequency Radio Astronomy as a Tool to Study Active Galaxies and Cosmology". Minority Research Planning Grant awarded \$17,620 by the National Science Foundation, Division of Astronomical Sciences. Project period from July 1, 1999 to June 30, 2001.
- Co-PI on "CREATE: CREative Audio Technology Environment at Rowan University" submitted by faculty from the Colleges of Engineering, Liberal Arts & Sciences, and Fine & Performing Arts. Project period from January 1, 2000 to December 31, 2001. Awarded \$24,693 by the National Science Foundation, Division of Undergraduate Education.

RESOLUTION AUTHORIZING AGREEMENTS FOR A COOPERATIVE PRICING SYSTEM WITH VARIOUS MUNICIPALITIES PROVIDING FOR THE ESTABLISHMENT OF AN ENERGY AGGREGATION PROGRAM PURSUANT TO THE GOVERNMENT ENERGY AGGREGATION ACT OF 2003, N.J.S.A. 48:93.1 to 98

WHEREAS, pursuant to N.J.S.A. 48:3-93.1 et seq. and N.J.A.C. 14:4-6.1 et seq., the establishment of a government aggregator and an energy aggregation program to purchase electric generation service, increases competition for the provision of electrical power to residential and non-residential users, thereby increasing the likelihood of lower electric rates without any interruption in service; and, by Resolution adopted June 19, 2019, the County of Gloucester established an Energy Aggregation Program with the County as a government aggregator; and

WHEREAS, N.J.S.A. 40A:11-11(5) specifically authorizes two or more contracting units to establish a Cooperative Pricing System for the procurement and provision of goods and services and to enter into a cooperative pricing agreement for its administration which Agreement is attached hereto; and

WHEREAS, various municipalities agree that under the aggregation process, energy cost savings are in the best interests of residents and non-residents, and have joined the Gloucester County Cooperative Pricing System for Residential Energy Aggregation, including but not limited to the Borough of **Clayton** which joined July 11, 2019, the Borough of **Woodbury Heights** which joined on August 21, 2019, and, the Township of **Woolwich** which joined on July 15, 2019.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Gloucester hereby authorizes the Freeholder Director to execute any and all Agreements regarding a Cooperative Pricing System with various municipalities in the establishment of a Residential Energy Aggregation Program pursuant to the Government Energy Aggregation Act of 2003, N.J.S.A. 48:93.1 to 98; and

BE IT FURTHER RESOLVED that the County of Gloucester shall utilize Commercial Utility Consultants, Inc., and Concord Energy Services' Reverse Energy Auction Platform, pursuant to the NJ E-PROCUREMENT pilot program (P.L. 2001, c.30) under the NJ Department of Community Affairs. The Reverse Energy auction will seek bids from licensed and appropriate third-party suppliers, with the bid specifications to include, inter alia, the following consumer protection provisions:

- A. A "Price Match Guarantee" provision, that should the local utility rate fall below the aggregation rate at any time during the contract, the electric supplier has the obligation to either match the local utility's price or seamlessly switch all consumer accounts back to the local utility. The purpose of this provision is to ensure that consumers will never pay more for energy through the aggregation program.
- B. That consumers can enter or exit the aggregation contract at any time during the term of the contract without paying any entry or termination fees.
- C. Bid specifications will require "Single Billing", insuring consumers will receive one (1) bill for the local utility that will include supply charges from the selected Third-Party Supplier ("TPS").
- D. If such winning bid is selected and agreement executed, individual residential consumers would retain the option not to participate and to choose any alternatives they desire, while non-residential ratepayers would also have the right to participate.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on June 17, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

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

**AGREEMENT FOR A COOPERATIVE PRICING SYSTEM
FOR RESIDENTIAL ENERGY AGGREGATION
BETWEEN THE COUNTY OF GLOUCESTER
AND THE BOROUGH OF CLAYTON**

THIS AGREEMENT is made and entered into this 17th day of June, 2020, by and between the **COUNTY OF GLOUCESTER** (“Lead Agency”) and the municipality of the **BOROUGH OF CLAYTON** (“participating contracting unit”) for participation in the **GLOUCESTER COUNTY COOPERATIVE PRICING SYSTEM FOR RESIDENTIAL ENERGY AGGREGATION**.

WITNESSETH

WHEREAS, N.J.S.A. 40A:11-11(5), specifically authorizes two or more contracting units to establish a Cooperative Pricing System for the provision and performance of goods and services and enter into a Cooperative Pricing Agreement for its administration; and

WHEREAS, the COUNTY OF GLOUCESTER is conducting a voluntary Cooperative Pricing System for Residential Energy Aggregation with other contracting units; and

WHEREAS, this Cooperative Pricing System is to effect substantial economies in the provision and performance of goods and services; and

WHEREAS, all parties hereto have approved the within Agreement by Resolution dated June 17, 2020 in the case of the County of Gloucester, and on July 11, 2019 in the case of Borough of Clayton, in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE, IN CONSIDERATION of the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

The services to be priced cooperatively may include time and material bids, energy aggregation and such other items that two or more participating contracting units in the system agree can be purchased on a cooperative basis.

1. Under the Residential Energy Aggregation Co-Operative program, the County may enter into a contract with a Third-Party Supplier (“TPS”) of electricity at rates below those offered by Atlantic City Electric and PSE&G.
2. The items and classes of items which may be designated by the participating contracting unit hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.

3. Lead Agency, on behalf of all participating contracting units, shall upon approval of the registration of the System and annually thereafter IN JANUARY OF EACH SUCCEEDING YEAR publish a legal ad in such format as required by N.J.A.C. 5:34- 7.9(a) in its official newspaper normally used for such purposes by it to include such information as:
 - (A) The name of Lead Agency soliciting competitive bids or informal quotations.
 - (B) The address and telephone number of the Lead Agency.
 - (C) The names of the participating units.
 - (D) The State Identification Code assigned to the Cooperative Pricing System.
4. Each of the participating contracting units shall designate, in writing, to the Lead Agency, the items to be purchased and indicate therein the approximate quantities if required, the location for delivery and other requirements, to permit the preparation of specifications as provided by law.
5. The specifications shall be prepared and approved by the Lead Agency and no changes shall be made thereafter except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
6. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be prepared by the Lead Agency on behalf of all of the participating contracting units desiring to purchase any item.
7. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all participating contracting units. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either reject all or certain of the bids or make one or more awards to the most responsible bidder(s). This award(s) shall result in the Lead Agency entering into a Master Contract with the successful bidder(s) providing for the estimated aggregate quantities to be ordered by other participating contracting units by separate contracts, subject to the specifications and prices set forth in the Lead Agency's Master Contract.
8. The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s).
9. Each participating contracting unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to successful vendor(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful vendor(s); make payment directly to the

successful vendor(s) and be responsible for any tax liability.

10. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating contracting unit. Each participating contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.
 11. The provisions of Paragraphs 7, 8, and 9 above shall be quoted or referred to and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.
 12. No participating contracting unit in the Cooperative Pricing System shall issue a purchase order or contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids or quotations which it has itself received.
 13. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.
 14. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
 15. This Agreement shall become effective on **June 17, 2020**, subject to the review and approval of the Director of the Division of Local Government Services and shall continue in effect for a period not to exceed five (5) years from said date, unless any party to this Agreement shall give written notice of its intention to terminate its participation.
 16. Additional local contracting units may from time to time, execute this Agreement by means of a Rider annexed hereto, which addition shall not invalidate this Agreement with respect to other signatories. The Lead Agency is authorized to execute the Rider on behalf of the members of the System.
 17. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.
 18. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.
-

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

LEAD AGENCY:

COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

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

PARTICIPATING UNIT:

BOROUGH OF CLAYTON

ATTEST:

TOM BIANCO, MAYOR

COOPERATIVE PRICING AGREEMENT RIDER

PURSUANT TO PARAGRAPH 15 OF THE COOPERATIVE PRICING AGREEMENT, the municipality of BOROUGH OF CLAYTON, hereby requests that it be allowed to participate in the cooperative arrangement described in the above-mentioned Agreement.

The municipality of BOROUGH OF CLAYTON acknowledges that it has received and reviewed the Agreement in its entirety, and agrees to be bound by its promises, covenants, terms and conditions, as well as by any rules and regulations duly promulgated by the Lead Agency and the members of the Cooperative Pricing System.

The municipality of BOROUGH OF CLAYTON shall likewise be entitled to all the rights and benefits of a member of the Cooperative Pricing System.

IN WITNESS WHEREOF, the parties hereto have caused this Rider to be executed by their authorized officers on the _____ day of June, 2020.

BOROUGH OF CLAYTON

ATTEST:

TOM BIANCO, MAYOR

**AGREEMENT FOR A COOPERATIVE PRICING SYSTEM
FOR RESIDENTIAL ENERGY AGGREGATION
BETWEEN THE COUNTY OF GLOUCESTER
AND THE BOROUGH OF WOODBURY HEIGHTS**

THIS AGREEMENT is made and entered into this 17th day of June, 2020, by and between the **COUNTY OF GLOUCESTER** (“Lead Agency”) and the municipality of the **BOROUGH OF WOODBURY HEIGHTS** (“participating contracting unit”) for participation in the GLOUCESTER COUNTY COOPERATIVE PRICING SYSTEM FOR RESIDENTIAL ENERGY AGGREGATION.

WITNESSETH

WHEREAS, N.J.S.A. 40A:11-11(5), specifically authorizes two or more contracting units to establish a Cooperative Pricing System for the provision and performance of goods and services and enter into a Cooperative Pricing Agreement for its administration; and

WHEREAS, the COUNTY OF GLOUCESTER is conducting a voluntary Cooperative Pricing System for Residential Energy Aggregation with other contracting units; and

WHEREAS, this Cooperative Pricing System is to effect substantial economies in the provision and performance of goods and services; and

WHEREAS, all parties hereto have approved the within Agreement by Resolution dated June 17, 2020 in the case of the County of Gloucester, and on August 21, 2019 in the case of Borough of Woodbury Heights, in accordance with the aforesaid Statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE, IN CONSIDERATION of the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

The services to be priced cooperatively may include time and material bids, energy aggregation and such other items that two or more participating contracting units in the system agree can be purchased on a cooperative basis.

1. Under the Residential Energy Aggregation Co-Operative program, the County may enter into a contract with a Third-Party Supplier (“TPS”) of electricity at rates below those offered by Atlantic City Electric and PSE&G.
2. The items and classes of items which may be designated by the participating contracting unit hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.

3. Lead Agency, on behalf of all participating contracting units, shall upon approval of the registration of the System and annually thereafter IN JANUARY OF EACH SUCCEEDING YEAR publish a legal ad in such format as required by N.J.A.C. 5:34- 7.9(a) in its official newspaper normally used for such purposes by it to include such information as:
 - (A) The name of Lead Agency soliciting competitive bids or informal quotations.
 - (B) The address and telephone number of the Lead Agency.
 - (C) The names of the participating units.
 - (D) The State Identification Code assigned to the Cooperative Pricing System.
4. Each of the participating contracting units shall designate, in writing, to the Lead Agency, the items to be purchased and indicate therein the approximate quantities if required, the location for delivery and other requirements, to permit the preparation of specifications as provided by law.
5. The specifications shall be prepared and approved by the Lead Agency and no changes shall be made thereafter except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
6. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be prepared by the Lead Agency on behalf of all of the participating contracting units desiring to purchase any item.
7. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all participating contracting units. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either reject all or certain of the bids or make one or more awards to the most responsible bidder(s). This award(s) shall result in the Lead Agency entering into a Master Contract with the successful bidder(s) providing for the estimated aggregate quantities to be ordered by other participating contracting units by separate contracts, subject to the specifications and prices set forth in the Lead Agency's Master Contract.
8. The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s).
9. Each participating contracting unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to successful vendor(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful vendor(s); make payment directly to the

successful vendor(s) and be responsible for any tax liability.

10. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating contracting unit. Each participating contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.
11. The provisions of Paragraphs 7, 8, and 9 above shall be quoted or referred to and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.
12. No participating contracting unit in the Cooperative Pricing System shall issue a purchase order or contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids or quotations which it has itself received.
13. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.
14. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
15. This Agreement shall become effective on **June 17, 2020**, subject to the review and approval of the Director of the Division of Local Government Services and shall continue in effect for a period not to exceed five (5) years from said date, unless any party to this Agreement shall give written notice of its intention to terminate its participation.
16. Additional local contracting units may from time to time, execute this Agreement by means of a Rider annexed hereto, which addition shall not invalidate this Agreement with respect to other signatories. The Lead Agency is authorized to execute the Rider on behalf of the members of the System.
17. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.
18. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

LEAD AGENCY:

COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

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

PARTICIPATING UNIT:

BOROUGH OF WOODBURY HEIGHTS

ATTEST:

WILLIAM C. PACKER, MAYOR

JANET PIZZI, CLERK

COOPERATIVE PRICING AGREEMENT RIDER

PURSUANT TO PARAGRAPH 15 OF THE COOPERATIVE PRICING AGREEMENT, the municipality of BOROUGH OF WOODBURY HEIGHTS, hereby requests that it be allowed to participate in the cooperative arrangement described in the above-mentioned Agreement.

The municipality of BOROUGH OF WOODBURY HEIGHTS acknowledges that it has received and reviewed the Agreement in its entirety, and agrees to be bound by its promises, covenants, terms and conditions, as well as by any rules and regulations duly promulgated by the Lead Agency and the members of the Cooperative Pricing System.

The municipality of BOROUGH OF WOODBURY HEIGHTS shall likewise be entitled to all the rights and benefits of a member of the Cooperative Pricing System.

IN WITNESS WHEREOF, the parties hereto have caused this Rider to be executed by their authorized officers on the _____ day of June, 2020.

BOROUGH OF WOODBURY HEIGHTS

ATTEST:

WILLIAM C. PACKER, MAYOR

JANET PIZZI, CLERK

**AGREEMENT FOR A COOPERATIVE PRICING SYSTEM
FOR RESIDENTIAL ENERGY AGGREGATION
BETWEEN THE COUNTY OF GLOUCESTER
AND THE TOWNSHIP OF WOOLWICH**

THIS AGREEMENT is made and entered into this 17th day of June, 2020, by and between the **COUNTY OF GLOUCESTER** (“Lead Agency”) and the municipality of the **TOWNSHIP OF WOOLWICH** (“participating contracting unit”) for participation in the GLOUCESTER COUNTY COOPERATIVE PRICING SYSTEM FOR RESIDENTIAL ENERGY AGGREGATION.

WITNESSETH

WHEREAS, N.J.S.A. 40A:11-11(5), specifically authorizes two or more contracting units to establish a Cooperative Pricing System for the provision and performance of goods and services and enter into a Cooperative Pricing Agreement for its administration; and

WHEREAS, the COUNTY OF GLOUCESTER is conducting a voluntary Cooperative Pricing System for Residential Energy Aggregation with other contracting units; and

WHEREAS, this Cooperative Pricing System is to effect substantial economies in the provision and performance of goods and services; and

WHEREAS, all parties hereto have approved the within Agreement by Resolution dated June 17, 2020 in the case of the County of Gloucester, and on July 15, 2019 in the case of Township of Woolwich, in accordance with the aforesaid Statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE, IN CONSIDERATION of the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

The services to be priced cooperatively may include time and material bids, energy aggregation and such other items that two or more participating contracting units in the system agree can be purchased on a cooperative basis.

1. Under the Residential Energy Aggregation Co-Operative program, the County may enter into a contract with a Third-Party Supplier (“TPS”) of electricity at rates below those offered by Atlantic City Electric and PSE&G.
2. The items and classes of items which may be designated by the participating contracting unit hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.

3. Lead Agency, on behalf of all participating contracting units, shall upon approval of the registration of the System and annually thereafter IN JANUARY OF EACH SUCCEEDING YEAR publish a legal ad in such format as required by N.J.A.C. 5:34- 7.9(a) in its official newspaper normally used for such purposes by it to include such information as:
 - (A) The name of Lead Agency soliciting competitive bids or informal quotations.
 - (B) The address and telephone number of the Lead Agency.
 - (C) The names of the participating units.
 - (D) The State Identification Code assigned to the Cooperative Pricing System.
4. Each of the participating contracting units shall designate, in writing, to the Lead Agency, the items to be purchased and indicate therein the approximate quantities if required, the location for delivery and other requirements, to permit the preparation of specifications as provided by law.
5. The specifications shall be prepared and approved by the Lead Agency and no changes shall be made thereafter except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
6. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be prepared by the Lead Agency on behalf of all of the participating contracting units desiring to purchase any item.
7. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all participating contracting units. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either reject all or certain of the bids or make one or more awards to the most responsible bidder(s). This award(s) shall result in the Lead Agency entering into a Master Contract with the successful bidder(s) providing for the estimated aggregate quantities to be ordered by other participating contracting units by separate contracts, subject to the specifications and prices set forth in the Lead Agency's Master Contract.
8. The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s).
9. Each participating contracting unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to successful vendor(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful vendor(s); make payment directly to the

successful vendor(s) and be responsible for any tax liability.

10. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating contracting unit. Each participating contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.
11. The provisions of Paragraphs 7, 8, and 9 above shall be quoted or referred to and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.
12. No participating contracting unit in the Cooperative Pricing System shall issue a purchase order or contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids or quotations which it has itself received.
13. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.
14. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
15. This Agreement shall become effective on **June 17, 2020**, subject to the review and approval of the Director of the Division of Local Government Services and shall continue in effect for a period not to exceed five (5) years from said date, unless any party to this Agreement shall give written notice of its intention to terminate its participation.
16. Additional local contracting units may from time to time, execute this Agreement by means of a Rider annexed hereto, which addition shall not invalidate this Agreement with respect to other signatories. The Lead Agency is authorized to execute the Rider on behalf of the members of the System.
17. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.
18. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

LEAD AGENCY:

COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

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

PARTICIPATING UNIT:

TOWNSHIP OF WOOLWICH

ATTEST:

VERNON MARINO, MAYOR

JANE DIBELLA, CLERK

COOPERATIVE PRICING AGREEMENT RIDER

PURSUANT TO PARAGRAPH 15 OF THE COOPERATIVE PRICING AGREEMENT, the municipality of TOWNSHIP OF WOOLWICH hereby requests that it be allowed to participate in the cooperative arrangement described in the above-mentioned Agreement.

The municipality of TOWNSHIP OF WOOLWICH acknowledges that it has received and reviewed the Agreement in its entirety, and agrees to be bound by its promises, covenants, terms and conditions, as well as by any rules and regulations duly promulgated by the Lead Agency and the members of the Cooperative Pricing System.

The municipality of TOWNSHIP OF WOOLWICH shall likewise be entitled to all the rights and benefits of a member of the Cooperative Pricing System.

IN WITNESS WHEREOF, the parties hereto have caused this Rider to be executed by their authorized officers on the _____ day of June, 2020.

TOWNSHIP OF WOOLWICH

ATTEST:

VERNON MARINO, MAYOR

JANE DIBELLA, CLERK

RESOLUTION AUTHORIZING A CONTRACT WITH DOMINION VOTING SYSTEMS, INC., FROM NOVEMBER 1, 2019 to MARCH 31, 2021, FOR \$26,709.88

WHEREAS, the County has a need to purchase election services and a WINeds Annual License as per Vendor's quotes; and

WHEREAS, the Board of Elections recommends that said equipment and services be provided by Dominion Voting Systems, Inc., of 1201 18th Street, Suite 210, Denver, Colorado 80201, from November 1, 2019 to March 31, 2021, for \$26,709.88; and

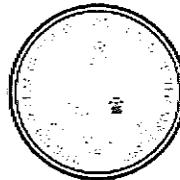
WHEREAS, the Treasurer of Gloucester County has certified the availability of funds in the amount of \$26,709.88, pursuant to C.A.F.# 20-03244, which amount shall be charged against budget line item 0-01-20-121-001-20225; and

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 has not made or will not make during the term of the contract a disqualifying contribution; and

WHEREAS, this contract may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contract is for services required to prepare and conduct an Election in accordance with 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 Dominion Voting Systems, Inc. for the purchase of election services and a WINeds Annual License, from November 1, 2019 to March 31, 2021, for \$26,709.88

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 17, 2020, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

**CONTRACT BETWEEN
DOMINION VOTING SYSTEMS, INC.
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 17th day of June, 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 **Dominion Voting Systems, Inc.** of 1201 18th Street, Suite 210, Denver, CO 80202, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to purchase election services and a WINeds Annual License; 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 has not made or will not make during the term of the contract a disqualifying contribution; 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, Vendor represents that he is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this contract.

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

TERMS OF AGREEMENT

1. **TERM.** The term of the contract is from November 1, 2019 to March 31, 2021.
2. **COMPENSATION.** Vendor shall be compensated in the total contract amount of \$26,709.88.

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 VENDOR.** Vendor shall be compensated in a total contract amount of \$26,709.88, as per Vendor's invoices DVS130670, DVS130768 & DVS130895, attached hereto as Attachment A 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 any specifications, which may have been issued by the County of Gloucester in connection with the work to be performed.

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.

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 the County a copy of all current license and permits 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 the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by 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 Vendors, 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 invoices DVS130670, DVS130768 & DVS130895. If there is a conflict between this Contract and the specification or the Vendor's Invoices, 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**

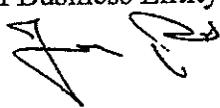
ATTEST:

DOMINION VOTING SYSTEMS, INC.

**By:
Title:**

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: Dominion Voting Systems, Inc.

Signed:  _____

Title: President & CEO

Print Name: John Poulos

Date: 4/27/20

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: Dominion Voting Systems, Inc.

Signed:  _____

Title: President & CEO

Print Name: John Poulos

Date: 4/27/20

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.

ATTACHMENT A

DOMINION VOTING



1201 18th Street, Suite 210
 Denver CO 80202 United States
 FED ID#27-0565149

Invoice Date	11/20/2019
Invoice #	DVS130670
Page	1

Bill To:

Gloucester County, NJ (BOE)
 Mark Harris
 550 Grove Road, PO Box 352
 Paulsboro NJ 08066

Ship To:

Gloucester County, NJ (BOE)
 Mark Harris
 550 Grove Road, PO Box 352
 Paulsboro NJ 08066

Purchase Order No.		Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
		USNJGLOUCEBOE	CWILLIAMS	BEST WAY	Net 30	11/20/2019	34,081
Ordered	Shipped	B/O	Item Description Item Number	Discount	Unit Price	Ext. Price	
1	1	0	04/01/20-03/31/21 WinEDS Annual License Fee	\$ 0.00	\$ 15,829.88	\$ 15,829.88	
REMIT TO: Dominion Voting Systems, Inc. P.O. Box 538214 Atlanta, GA 30353-8214						COURIER ADDRESS: Dominion Voting Systems, Inc. Lockbox #538214 1669 Phoenix Parkway, Suite 210 College Park, GA 30349	
						Subtotal	\$ 15,829.88
						Tax	\$ 0.00
						Freight	\$ 0.00
						Trade Discount	\$ 0.00
						Total	\$ 15,829.88

Comments:

Coverage Period: Apr 1, 2020 - Mar 31, 2021

DOMINION VOTING



1201 18th Street, Suite 210
 Denver CO 80202 United States
 FED ID#27-0565149

Invoice Date	11/26/2019
Invoice #	DVS130768
Page	1

Bill To:

Gloucester County, NJ (BOE)
 Mark Harris
 550 Grove Road, PO Box 352
 Paulsboro NJ 08066

Ship To:

Gloucester County, NJ (BOE)
 Mark Harris
 550 Grove Road, PO Box 352
 Paulsboro NJ 08066

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
NOV 5 GEN ELECTION	USNJGLOUCEBOE	CWILLIAMS	BEST WAY	Net 30	11/26/2019	34,150

Ordered	Shipped	B/O	Item Description Item Number	Discount	Unit Price	Ext. Price
8.00	8.00	0.00	EMS/ICC Scanning System programming hours for November General Election	\$ 0.00	\$ 235.00	\$ 1,880.00
1.00	1.00	0.00	Onsite Election Day EMS/ICC scanning system tally technician for November General Election (Ed Dutton)	\$ 0.00	\$ 4,500.00	\$ 4,500.00
1.00	1.00	0.00	Onsite Late Mail-in/Provisional ballot tabulation for November General Election on November 12, 2019 (Ed Dutton)	\$ 0.00	\$ 2,000.00	\$ 2,000.00

REMIT TO: Dominion Voting Systems, Inc. P.O. Box 538214 Atlanta, GA 30353-8214	COURIER ADDRESS: Dominion Voting Systems, Inc. Lockbox #538214 1669 Phoenix Parkway, Suite 210 College Park, GA 30349	Subtotal	\$ 8,380.00
		Tax	\$ 0.00
		Freight	\$ 0.00
		Trade Discount	\$ 0.00
		Total	\$ 8,380.00

Comments:

DOMINION VOTING



1201 18th Street, Suite 210
 Denver CO 80202 United States
 FED ID#27-0565149

Invoice Date	12/10/2019
Invoice #	DVS130895
Page	1

Bill To:

Gloucester County, NJ (BOE)
 Mark Harris
 500 Grove Road, PO Box 352
 Woodburg NJ 08096

Ship To:

Gloucester County, NJ (BOE)
 Mark Harris
 500 Grove Road, PO Box 352
 Woodburg NJ 08096

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
NOV 5 GEN ELECTION	USNJGLOUCEBOE	CWILLIAMS	BEST WAY	Net 30	12/10/2019	34,240

Ordered	Shipped	B/O	Item Description Item Number	Discount	Unit Price	Ext. Price
1.00	1.00	0.00	Onsite Election Day EMS/ICC scanning system tally technician for November General Election Pitman Re-count - Chris Williams - Nov 26, 2019	\$ 0.00	\$ 2,500.00	\$ 2,500.00

REMIT TO: Dominion Voting Systems, Inc. P.O. Box 538214 Atlanta, GA 30353-8214	COURIER ADDRESS: Dominion Voting Systems, Inc. Lockbox #538214 1669 Phoenix Parkway, Suite 210 College Park, GA 30349	Subtotal	\$ 2,500.00
		Tax	\$ 0.00
		Freight	\$ 0.00
		Trade Discount	\$ 0.00
		Total	\$ 2,500.00

Comments:

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.	20-03244

Pg

SHIP TO	GLOUC. CO BOARD OF ELECTIONS 550 GROVE RD. PAULSBORO, NJ 08066 856-384-4500
----------------	--

ORDER DATE: 04/21/20
REQUISITION NO: R0-16754
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

VENDOR	VENDOR #. DOMIN030 DOMINION VOTING SYSTEMS, INC. 57 S. MAIN STREET, SUITE 220 NEPTUNE, NJ 07753
---------------	--

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	11/19 GENERAL ELECTION INVOICE# DVS130768 EMS/ICC SCANNING SYSTEM PROGRAMMING HOURS ONSITE ELECTION DAY EMS/ICC SCANNING SYSTEM TALLY TECHNICIAN (ED DUTTON) ONSITE LATE MAIN-IN/PROVISIONAL BALLOT TABULATION (ED DUTTON)	0-01-20-121-001-20225 Data Processing Services	8,380.0000	8,380.00
1.00	11/19 ELECTION SERVICES INVOICE#DVS130670 4/1/20-3/31/21 WINEDS ANNUAL LICENSE FEE	0-01-20-121-001-20225 Data Processing Services	15,829.8800	15,829.88
1.00	11/26/19 SERVICES INVOICE#DVS130895 ONSITE ELECTION DAY EMS/ICC SCANNING SYSTEM TALLY TECHNICIAN FOR NOVEMBER GENERAL ELECTION PITMAN RE-COUNT CHRIS WILLIAMS-11/26/2019	0-01-20-121-001-20225 Data Processing Services	2,500.0000	2,500.00
			TOTAL	26,709.88

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;">TREASURER / CFO <i>Kimberly [Signature]</i> QUALIFIED PURCHASING AGENT</p>

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

B-2

RESOLUTION AUTHORIZING CHANGE ORDER #01 (INCREASE) TO CONTRACT WITH ABJ SPRINKLER COMPANY, INC.

WHEREAS, the County of Gloucester previously received public bids for the removal and replacement of the fire pump, controllers and jockey pump at the Justice Complex, as per PD-19-071; and

WHEREAS, by Resolution adopted on December 4, 2019, a Contract for the Project in the amount of \$39,800.00 was awarded to ABJ Sprinkler Company, Inc., 100 Delsea Drive South, Suite 100, Glassboro, NJ 08028, as the lowest responsive and responsible bidder; and

WHEREAS, the Department Head of County Buildings and Grounds has recommended Change Order #01 to increase the Contract by \$4,800.00 for replacement of the fire pump controllers and jockey pump at the Justice Complex, per Vendor quote dated May 20, 2020, resulting in a new contract amount of \$44,600.00; and

WHEREAS, the County Treasurer has certified the availability of funds pursuant to CAF #20-04297, which amount(s) shall be charged against budget line item C-04-18-018-310-18204; and

WHEREAS, all other terms and provisions of the original 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 Change Order #01 is authorized to increase the Contract with ABJ Sprinkler Company, Inc.. by \$4,800.00, resulting in a new total Contract amount of \$44,600.00, and, that the Director of the Board is authorized to execute 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 Wednesday, June 17, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

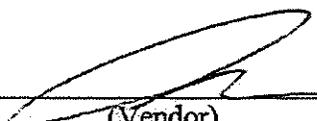
ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

CHANGE ORDER FORM

- 1. Name & Address of Vendor:
ABJ Sprinkler Company Inc
100 Delsea Drive South
Suite 100
Glassboro NJ 08028
- 2. Description of project or contract:
Replacement of Fire pump controllers and Jockey Pump at Justice Complex
- 3. Resolution date and term of original contract: 12/4/2019
- 4. Amount of original contract: \$ 39,800.00
- 5. Original CAF# / Purchase Order number: 19-10533
- 6. Amount of previously authorized change orders: \$ 0
- 7. Amount of this change order: \$ 4,800.00
- 8. New total amount of contract: \$44,600
- 9. Need or purpose of this change order: When replacing the fire pump found the OSY value under pump was leaking and needed to be replaced. This has to be done in order to have the fire pump function correctly.

This change order requested by Pete Scirrotto on 5/27/20
(Dept. Head) (Date)

Accepted by  on 5/28/20
(Vendor) (Date)
Robert Galante, ABJ SPRINKLER CO., INC

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest: Laurie J. Burns, Clerk of the Board

By: Robert M. Damminger, Director

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 RESOLUTION.

ABJ SPRINKLER COMPANY, INC.

Change Order

Project: JUSTICE COMPLEX 70 HUNTER STREET WOODBURY, NJ 08096	Change Order No: #001 Date: 5/20/2020 Contract No: PD-019-071	OWNER: _____ X ARCHITECT: _____ CONTRACTOR: _____ FIELD: _____ OTHER: _____
CONTRACTOR: ABJ SPRINKLER CO., INC. 100 DELSEA DRIVE SOUTH SUITE 100 GLASSBORO, NEW JERSEY 08028		
		Contract Date: Contract For: REPLACE FIRE PUMP/JOCKEY PUMP/CONTROLLERS

THE CONTRACT IS CHANGED AS FOLLOWS:

REPLACE LEAKY 8" OSY VALVE

The original Contract sum was:	\$39,800.00
The net change by previously authorized change orders:	\$0.00
The contract Sum prior to this change order was:	\$39,800.00
The contract sum will be increased by this change order in the amount of:	\$4,800.00
The new Contract sum including this change order will be:	\$44,600.00

The contract time will be increased by (0) days.
 The date of substantial completion as of the date of this change order therefore is:
 Original Terms and General Conditions of Contract apply.

NOTE: This Change Order does not include in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and the Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

ABJ SPRINKLER CO., INC

 CONTRACTOR

100 DELSEA DRIVE SOUTH
 ST 100 GLASSBORO, NJ 08028

 ADDRESS

 BY (Signature)

 TYPE NAME

 DATE

COUNTY OF GLOUCESTER

 OWNER

2 S. BROAD STREET
 WOODBURY, NJ 08096

 ADDRESS

 BY (Signature)

 TYPE NAME

 DATE

 ARCHITECT

 ADDRESS

 BY (Signature)

 TYPE NAME

 DATE

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.	20-04297

SHIP TO	GLOUC. CO BUILDINGS & GROUNDS SHADY LANE COMPLEX (251-6700) 254 COUNTY HOUSE ROAD CLARKSBORO, NJ 08020
	VENDOR
	VENDOR #: ABTSP020 ABJ SPRINKLER COMPANY, INC. 100 DELSEA DRIVE SOUTH SUITE 100 GLASSBORO, NJ 08028

ORDER DATE: 06/01/20
REQUISITION NO: R0-17749
DELIVERY DATE:
STATE CONTRACT: PD 19-071
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	CHANGE ORDER #1 PD 19-071 REPLACE OSY VALVE UNDER NEW FIRE PUMP	C-04-18-018-310-18204 General Building Renovations	4,800.0000	4,800.00
	PD 19-071 RESOLUTION PASSED 12/4/2019			
	ORIGINAL CONTRACT \$39,800			
	NEW CONTRACT TOTAL \$44,600			
			TOTAL	4,800.00

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

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE VICTIMS
OF CRIME ACT GRANT**

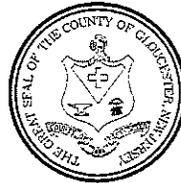
WHEREAS, by resolution adopted on May 27, 2020, a grant application with the New Jersey Division of Criminal Justice was authorized on behalf of the County Prosecutor's Office relative to the Victims of Crime Act Grant (VOCA), with grant funds in the amount of \$421,181.00, and an in-kind match of \$289,114.00, for a total amount of \$710,295.00 for grant period July 1, 2020 to June 30, 2021; and

WHEREAS, after submission of said grant application, the State required a modification to revise the in-kind match to \$546,452.00, resulting in a total amount of \$967,633.00.

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

1. That amendment to the Victims of Crime Act Grant is hereby authorized and approved to revise and accept the grant amount of \$421,181.00 with an in-kind match of \$546,452.00, for a total amount of \$967,633.00, for the grant term July 1, 2020 to June 30, 2021.
2. That the Freeholder Director is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to, any documents necessary to effectuate said amendment; and,
3. That all terms and provisions of the original grant that are not amended herein shall remain in full force and effect.

ADOPTED, at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 17, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

PROJECT INFORMATION

6-3

AGENCY-SPECIFIC INFORMATION

Official Name of Agency: County of Gloucester

Executive/Agency Director: Christine A. Hoffman, Acting County Prosecutor

Type of Agency: State County Municipality Nonprofit

Address:

City/State: Woodbury NJ **Zip Code +4:** 08096 **County:** Gloucester

County/Countries Served by your Agency:
Gloucester

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

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

Telephone Number: 856-384-5500

For Nonprofits only:

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

New Jersey Business Registration Certificate: _____

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

Yes No If yes, please explain on a separate sheet

Lead Agency Status

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

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

Volunteers

Does your agency use volunteers to provide victim services as required by VOCA? Yes No

AGENCY-CONTACT INFORMATION

Project Director, Name/Title:

Christine A. Hoffman, Acting County Prosecutor

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

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

Telephone:

856-384-5534

Ext.

Email:

choffman@co.gloucester.nj.us

Fax:

Main Point of Contact, Name/Title:

Kris Gallagher, Victim-Witness Coordinator

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

Telephone:

856-384-5557

Ext.

Email:

kgallagher@co.gloucester.nj.us

Fax:

Fiscal Contact, Name/Title:

Amanda Liberto, Principal Accountant

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

Telephone:

856-853-3356

Ext.

Email:

aliberto@co.gloucester.nj.us

Fax:

PROJECT-SPECIFIC INFORMATION

Project Title: Victims of Crime Act (VOCA) Grant Program

Type of Project: New Continuing Expansion

Amount Requested: \$ \$ 421,181.00 Federal \$ \$ 546,452.00 Match \$ \$ 967,633.00 Total

This Project Provides:
 Direct Services Legal Services Training Outreach Services
 Other (Please Describe) _____

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

Gloucester County

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

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

Yes, indicate population: _____
 No

A Description of your Project:

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

Description of your Agency Background, Mission, Experience and Capability:

The Gloucester County Prosecutor's Office is located in the City of Woodbury, which is the County Seat. Woodbury has a population of 10,174, with the total county population being 291,636. There are 24 municipalities under the jurisdiction of the Prosecutor's Office. The municipalities are primarily considered suburban and rural, with only four municipalities being considered as an urban center. The most recent statistics available come from the 2018-2019 Uniform Crime Reports published annually by the New Jersey State Police. Those statistics indicate that the total number of crimes has decreased from 5077 in 2018 to 4734 in 2019. The mission of the OVWA is to provide the services as set down by the NJ Crime Victims' Bill of Rights and to provide direct services to the victims of Gloucester County. The Unit has eight advocates to provide services to victims in the municipal courts, juvenile court, superior court, domestic violence hearings and sexual assault cases.

Core Services to be Provided:

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

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

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

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

Problem Statement/Needs Assessment:

It is impossible to determine where, when and how the next crime will happen even though we study their patterns. The Prosecutor's Office Victim Witness Unit provides services to respond to the emotional and physical needs of crime victims/survivors to help them understand and participate in the criminal justice system. We help to ensure that the victims/survivors are treated with fairness, compassion and respect by the criminal justice system to prevent secondary victimization.

In 2019 there were approximately 3,538 new victims of crime assisted by the Gloucester County Victim Witness Unit. There were over 35,000 letters generated by the Promis Gavel System to notify victims of events scheduled in the criminal justice system which affect them. Our staff provided assistance to victims in applying for assistance from the Victims of Crime Compensation Office (VCCO) and requested for restitution through the Courts. In State FY2017 the VCCO approved 25 claims from Gloucester County and paid out \$94,370.98 to victims for lost wages, medical and funeral expenses, counseling, and emergency relocation costs due to crime.

The VWU aspires to raise public awareness and educate the community about victims' rights and the multitude of services provided by the Gloucester County Office of Victim Witness Advocacy and their numerous colleagues throughout the County and State

Goals, Objectives and Implementation:

GOAL 1: Provide advocacy, information, assistance, emotional support and referrals to victims of crime and witnesses in a compassionate manner that treats victims, survivors and witnesses with dignity and respect.

OBJECTIVE: Provide daily, direct services to victims and witnesses in accordance with the Attorney General's "Standards to Ensure the Rights of Crime Victims." These services encompass the full spectrum of rights enumerated in the NJ Crime Victims' Bill of Rights.

ACTION STRATEGIES: The Gloucester County OVWA will develop an informational brochure provided to victims of adult offenders to reflect 2012 updates to the NJ Crime Victims' Bill of Rights as well as to reflect changes under the new Criminal Justice Reform system.

GOAL 2: Support advocacy presence and assistance to victims that fall under the new Criminal Justice Reform System.

OBJECTIVE: Increase the provision of information and referrals to victims on cases that will be, or likely to be, handled in municipal court, prioritizing disorderly persons domestic violence cases that are initially heard in the Superior Court and handled by a County assistant prosecutor under the new Criminal Justice Reform system.

ACTION STRATEGIES: Victim advocates will be assigned on a rotating basis to cover CJP court on Saturdays and holidays to provide information and supportive services to new victims that attend hearings, and to outreach to victims whose cases will, or are likely to be handled in municipal court.

GOAL 3: Raise public awareness and educate the community about victim's rights and the services provided by the Gloucester County Victim Witness Advocacy.

OBJECTIVE: The OVWA staff members will participate in community awareness and education events as appropriate and as their schedules allow.

ACTION STRATEGY: Participate in planning and hosting an annual Crime Victims' Remembrance Ceremony. Participate in additional events as appropriate and required.

GOAL 4: Foster a coordinated community response to the needs of crime victims in Gloucester County.

OBJECTIVE: Build relationships and collaborate with our colleagues in the Criminal Justice System and victim service agencies.

ACTION STRATEGY: The Victim Witness Unit Coordinator and/or advocates will continue to actively participate in the following collaborative committees.

GOAL 5: Foster the continuing education and professional development of staff.

OBJECTIVE: Take advantage of relevant training opportunities as they arise, and continue to hold monthly unit meetings and incorporate a training component.

ACTION STRATEGY: The VW Unit will have schedule monthly staff meetings and participate in trainings when appropriate and available.

GOAL 6: To maintain compliance with all reporting requirements of the Victims of Crime Act (VOCA) grant program.

OBJECTIVE: To provide meaningful data and narrative reports in a timely fashion that detail the activities performed within a given grant period in and on-going effort to achieve the goals and objectives of that program.

ACTION STRATEGY: The OVWA staff will enter all information on new victims and services to INFOShare. Provide quarterly reports.

TIMETABLE: July 1, 2020- June 30, 2021

List of Key Project Staff:

PROJECT MANAGEMENT AND STAFF

Christine Hoffman, Acting County Prosecutor, Project Director
Kris Gallagher, Victim Witness Coordinator
Lillian Robinson, Victim Advocate
Rosemarie Seider-Paquin, Victim Advocate
Leslie Taylor, Victim Advocate
Celine Mitchell, Victim Advocate
Colin Sheridan, Victim Advocate
Elsie McKenna, Victim Witness Clerk

1 Victim Advocate to be hired

Data Collection/Performance Measures/Evaluation:

The Victim Witness Unit uses INFOShare to capture daily data. Each Advocate and Clerk has INFOShare/VW Module on their computer that conforms to the Federal reporting requirements. Each contact that is made by in-person contact, phone or letter is documented. Each documentation is referenced by a file number whether it be an adult or juvenile case. Every advocate must maintain their stats in the INFOShare system. This process has proven to be effective in capturing data used for quarterly reporting submitted to the OVC. This office sends out evaluations at the disposition of all of our cases for the recipient to be able to respond anonymously about their experience with our advocates, prosecutors and judges. Hopefully with anonymity the respondents can give an honest response. We use the responses collectively as a tool for performance measure and evaluation.

Any additional information you would like to provide:

RESOLUTION AUTHORIZING CONTRACTS WITH TRI-COUNTY COMMUNITY ACTION AGENCY, INC. T/A GATEWAY COMMUNITY ACTION PARTNERSHIP AND THE BOROUGH OF SWEDESBORO FOR CENSUS 2020 OUTREACH PROJECTS USING NJ DEPARTMENT OF STATE CENSUS FUNDS FROM JUNE 1, 2020 TO AUGUST 31, 2020

C-1

WHEREAS, the NJ Complete Count Commission (CCC), an agency of the N.J. Department of State (NJDOS) awarded to Gloucester County the Census 2020 Complete Count Commission Grant and by Resolution dated December 18, 2019, the County accepted said grant funds from the NJDOS; and

WHEREAS, the County, as applicant, has primary responsibility for administering the funds may delegate the implementation of certain census outreach activities to sub grantees located within the County to promote the Census and enhance response rates in Hard to Count areas within the County; and

WHEREAS, the County has requested proposals for the aforementioned services via RFP# 20-040 from interested providers and has evaluated those proposals consistent with the County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, such evaluation, based on the established criteria, concluded that Tri-County Community Action Agency t/a Gateway Community Action Partnership, located at 110 Cohansey Street, Bridgeton, New Jersey 08302, be awarded a contract from June 1, 2020 to August 31, 2020, for an amount not to exceed \$10,000.00; and

WHEREAS, such evaluation, based on the established criteria, concluded that the Borough of Swedesboro, located at 500 Kings Highway, Swedesboro, New Jersey 08085, be awarded a contract from June 1, 2020 to August 31, 2020, for an amount not to exceed \$5,000.00; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director be and is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of contracts with Tri-County Community Action Agency t/a Gateway Community Action Partnership, for an amount not to exceed \$10,000.00 and the Borough of Swedesboro, for an amount not to exceed \$5,000.00, from June 1, 2020 and August 31, 2020; and

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

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 17, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE
COUNTY OF GLOUCESTER
AND
TRI-COUNTY COMMUNITY ACTION AGENCY, INC
T/A GATEWAY COMMUNITY ACTION PARTNERSHIP**

THIS CONTRACT is made this 17th day of June, 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 **TRI-COUNTY COMMUNITY ACTION AGENCY, INC T/A GATEWAY COMMUNITY ACTION PARTNERSHIP**, of 110 Cohansey Street, Bridgeton, New Jersey 08302, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, the County of Gloucester has determined that there is a need for Census 2020 outreach, education, and awareness campaigns targeting Hard to Count (HTC) populations in Gloucester County, as per RFP# 20-040; and

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

WHEREAS, 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**. The term shall be effective from June 1, 2020 to August 31, 2020.
2. **COMPENSATION**. Contractor shall be compensated for an amount not to exceed \$10,000.00, as per Contractor's response to RFP# 20-040, dated June 9, 2020.

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

Contractor shall be paid in accordance with this Contract document upon County's 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 including monthly report in Exhibit A. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the County's RFP#20-040 and Contractor's responsive proposal, which are incorporated in their entirety by reference and made a part of this Contract.

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

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation and gender identity or expression, disability, nationality, sex, veteran status, or military service. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation and gender identity or expression, disability, nationality, sex, veteran status, or military service. Such equal employment opportunities shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The 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 non-discrimination clause.

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

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

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

The Contractor or subcontractor, where applicable, agrees to make good faith efforts to meet targeted 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 the County a copy of all current licenses 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 the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of any license or certification held by Contractor or its agents and/or subcontractors.

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

A. Pursuant to the termination provisions set forth in the RFP# 20-040 which are specifically referred to and incorporated herein by reference.

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

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

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

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach, negligence, or gross misconduct 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 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 in writing.

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 mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other third party, 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 or omissions occurring prior to termination.

9. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance and Workers' Compensation insurance in amounts 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 which is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

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

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.
 12. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
 13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor or subcontractors, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
 14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
 15. **CHANGES.** This Contract may be modified by approved written 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 in writing. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
 16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
 17. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.
 18. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent Contractor and is not an agent of the County.
 19. **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.
-

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

22. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of RFP# 20-040 and Contractor's proposal, dated June 9, 2020. If there is a conflict between this Contract and the specifications or the proposal, then this Contract and the specifications shall control.

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

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

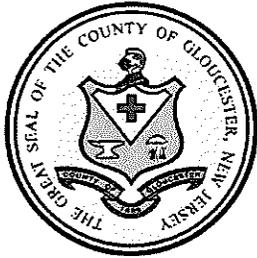
ATTEST:

**TRI-COUNTY COMMUNITY ACTION
AGENCY, INC T/A GATEWAY
COMMUNITY ACTION PARTNERSHIP**

Name:

ALBERT B. KELLY, PRESIDENT / CEO

EXHIBIT A
MONTHLY REPORT



**GLOUCESTER COUNTY
2020 Census Outreach Grant
Monthly Report Form**

Must be submitted by the Due Date:

Month	Due Date
June	July 8th
July	August 5th
August/ Final Report	September 9th

FINAL REPORT MUST BE SUBMITTED AT NEXT DUE DATE AFTER GRANT FUNDS ARE EXHAUSTED

Project Number	Organization Name:
Contact Name:	Title:
Phone:	E-mail address:

Reporting Month	A)
Total Census Funds Received To Date	B)
Total Funds Spent From Previous Month	C)
Total Census Expenditures This Month (Total from Column 1 on page 3)	D)
Ending Balance	E)

I certify the information contained in this report is true and accurate to the best of my knowledge.

Signature: _____ **Date:** _____

Spending Report Instructions:

1. Complete the following table with Census Outreach expenses – OR – attach your own spreadsheet with the same information (Columns 1, 2 and 3) on page 3 of 3.
2. Provide Description of Activities / Events conducted during reporting period. Please provide event sign-in sheets.
3. Completed reports must be submitted by due dates listed above.

2020 Census Outreach Grant

Monthly Expense Report Form

All receipts must be copied and submitted.

(1.)	(2.)	(3.)
\$ of Census funds used	Date of Expense	Description of Expense

EVENT/OUTREACH ACTIVITY	DATE/DESCRIPTION	Number of Participants? (Total among reporting period)
Awareness & Education Event		
Social Media Posts		
JOB FAIR HOSTING		
CENSUS ACTION DAY		
DISTRIBUTION OF MATERIALS		# OF MATERIALS

Please provide a synopsis of any additional information in connection with outreach.

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
BOROUGH OF SWEDESBORO**

THIS CONTRACT is made this 17th day of June, 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 **BOROUGH OF SWEDESBORO**, a body politic and corporate of New Jersey, with offices at 500 Kings Highway, Swedesboro, New Jersey 08085, hereinafter referred to as "**Borough**".

RECITALS

WHEREAS, the County of Gloucester has determined that there is a need for Census 2020 outreach, education, and awareness campaigns targeting Hard to Count (HTC) populations in Gloucester County as per **RFP# 20-040**; and

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

WHEREAS, Borough 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 Borough do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM**. This Contract shall be effective from June 1, 2020 to August 31, 2020.
2. **COMPENSATION**. Borough shall be compensated for an amount not to exceed \$5,000.00, as per Borough's response to RFP# 20-040, dated June 4, 2020.

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

Borough shall be paid in accordance with this Contract document upon County's 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 including monthly report in Exhibit A. 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 Borough 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 BOROUGH.** The specific duties of the Borough shall be as set forth in the County's RFP# 20-040 document, and Borough's responsive proposal dated June 4, 2020, which are incorporated in their entirety by reference and made a part of this Contract.

Borough agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP# 20-040.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

The Borough or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation and gender identity or expression, disability, nationality, sex, veteran status, or military service. Except with respect to affectional or sexual orientation and gender identity or expression, the Borough 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 and gender identity or expression, disability, nationality, sex, veteran status, or military service. Such equal employment opportunities shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Borough 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 non-discrimination clause.

The Borough or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Borough, state that all qualified applicants will receive consideration for employment without regard to gender, 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 Borough or subcontractor, where applicable, 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 Borough's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

5. **LICENSING AND PERMITTING.** If the Borough 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, Borough shall provide to the County a copy of all current licenses 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.

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

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

A. Pursuant to the termination provisions set forth in the RFP# 20-040 which are specifically referred to and incorporated herein by reference.

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

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

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

8. **INDEMNIFICATION.** The Borough 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 mental or physical injuries or disabilities, including death, to employees or recipients of the Borough's services or to any other third party, 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 Boroughs, or from the Borough's failure to provide for the safety and protection of its employees, or from Borough's performance or failure to perform pursuant to the terms and provisions of this Contract. The Borough'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 or omissions occurring prior to termination.

9. **INSURANCE.** Borough 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 and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Borough shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Borough is a member of a profession which is subject to suit for professional malpractice, then Borough shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Borough 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. Borough also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

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

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is

prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Borough shall be suspended without liability for the period during which the County is so prevented.

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

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

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

15. **CHANGES.** This Contract may be modified by approved written 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 in writing. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

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

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

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

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

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

21. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of RFP# 20-040 and Borough's proposal, dated June 4, 2020. If there is a conflict between this Contract and the specifications or the proposal, then this Contract and the specifications shall control.

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

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

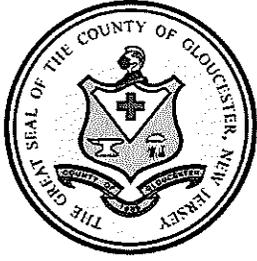
ATTEST:

BOROUGH OF SWEDESBORO

Name:

THOMAS W. FROMM, MAYOR

EXHIBIT A
MONTHLY REPORT



**GLOUCESTER COUNTY
2020 Census Outreach Grant
Monthly Report Form**

Must be submitted by the Due Date:

Month	Due Date
June	July 8th
July	August 5th
August/ Final Report	September 9th

FINAL REPORT MUST BE SUBMITTED AT NEXT DUE DATE AFTER GRANT FUNDS ARE EXHAUSTED

Project Number	Organization Name:
Contact Name:	Title:
Phone:	E-mail address:

Reporting Month	A)
Total Census Funds Received To Date	B)
Total Funds Spent From Previous Month	C)
Total Census Expenditures This Month (Total from Column 1 on page 3)	D)
Ending Balance	E)

I certify the information contained in this report is true and accurate to the best of my knowledge.

Signature: _____ Date: _____

Spending Report Instructions:

1. Complete the following table with Census Outreach expenses – OR – attach your own spreadsheet with the same information (Columns 1, 2 and 3) on page 3 of 3.
2. Provide Description of Activities / Events conducted during reporting period. Please provide event sign-in sheets.
3. Completed reports must be submitted by due dates listed above.

2020 Census Outreach Grant

Monthly Expense Report Form

All receipts must be copied and submitted.

(1.)	(2.)	(3.)
\$ of Census funds used	Date of Expense	Description of Expense

EVENT/OUTREACH ACTIVITY	DATE/DESCRIPTION	Number of Participants? (Total among reporting period)
Awareness & Education Event		
Social Media Posts		
JOB FAIR HOSTING		
CENSUS ACTION DAY		
DISTRIBUTION OF MATERIALS		# OF MATERIALS

Please provide a synopsis of any additional information in connection with outreach.

C-2

RESOLUTION EXTENDING THE CONTRACT WITH J. FLETCHER CREAMER & SON FROM JUNE 25, 2020 TO JUNE 24, 2021 IN AN AMOUNT NOT TO EXCEED \$245,888.00

WHEREAS, the County of Gloucester (“County”) entered into a contract on June 25, 2018 with J. Fletcher Creamer & Son, for the 2018-2019 Guiderail Maintenance Project, known as Engineering Project #18-06, which contract provided the County with the option to extend the contract for one (1) two-year period or two (2) one-year periods; and

WHEREAS, on June 19, 2019, the County exercised its option to extend the contract for a one-year period from June 25, 2019 to June 24, 2020, in an amount not to exceed \$245,888.00; and

WHEREAS, the County’s Qualified Purchasing Agent has recommended extension of the contract for the final one-year option, from June 25, 2020 to June 24, 2021, in an amount not to exceed \$245,888.00; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders that the County of Gloucester does hereby exercise its final option to extend the contract with J. Fletcher Creamer & Son, Inc., for continued services as per engineering specifications #18-06, from June 25, 2020 to June 24, 2021 in an amount not to exceed \$245,888.00, and, that the County’s Qualified Purchasing Agent is directed to inform the Contractor of the extension; and

BE IT FURTHER RESOLVED, before any purchase be made or service rendered pursuant to the within award, a certification must be obtained from the 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 Wednesday, June 17, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

**RESOLUTION AUTHORIZING A TWO (2) YEAR EXTENSION TO THE
CONTRACT WITH COOPER WILBERT VAULT CO. INC.,
FROM JULY 7, 2020 TO JULY 6, 2022**

WHEREAS, a contract was awarded to Cooper Wilbert Vault Co., Inc., with offices at 621 East Atlantic Avenue, Barrington, New Jersey 08007 on June 20, 2018, for supplying and delivery of all labor and material for a backhoe operator for grave digging services for the Gloucester County Veterans Memorial Cemetery; and

WHEREAS, the specifications provided the County of Gloucester with the option to extend for one (1) two year term or two (2) one year terms; and

WHEREAS, the County Qualified Purchasing Agent has recommended that the option to extend be exercised, as awarded pursuant to PD-018-037, extending the term of the Contract for one (1) two (2) year term through July 6, 2022; and

WHEREAS, the contract shall be for estimated units of service as per PD-018-037. However, no Certificate of Availability of Funds is required at this time due to the fact that the services will be paid by the family of the deceased.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders that the County of Gloucester does hereby exercise its option to extend the contract with Cooper Wilbert Vault Co., Inc., for supplying and delivery of all labor and material for a backhoe operator for grave digging services for the Gloucester County Veterans Memorial Cemetery, for an additional two year term, from July 7, 2020 to July 6, 2022, as awarded pursuant to PD-018-037, and the County Qualified Purchasing Agent is directed to so inform the Vendor.

ADOPTED at a regular meeting of the Gloucester County, Board of Chosen Freeholders held on Wednesday, June 17, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

RESOLUTION AUTHORIZING APPLICATION TO THE NJ DEPARTMENT OF HEALTH FOR A WIC HEALTH SERVICE GRANT FOR \$839,860.00 FROM OCTOBER 1, 2020 TO SEPTEMBER 30, 2021

WHEREAS, the County, through its Department of Health and Human Services, wishes to apply to the New Jersey Department of Health, Division of Family Health Services, for a Women, Infants and Children (WIC) Health Services Grant for a total amount of \$839,860.00 from October 1, 2020 to September 30, 2021; and

WHEREAS, the grant provides nutrition, education and vouchers redeemable for nutritious food for lactating women, infants and children; 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 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, Division of family Health Services, for the Women, Infant and Children (WIC) Health Services Grant for \$839,860.00, from October 1, 2020 to September 30, 2021; 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, June 17, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

GRANT REQUEST FORM

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

DATE: 6/03/2020

1. TYPE OF GRANT
 NEW GRANT
 RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER 325

2. GRANT TITLE: WIC

3. GRANT TERM: FROM: 10/1/20 TO: 9/30/21

4. COUNTY DEPARTMENT: Health and Human Services

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

6. NAME OF FUNDING AGENCY: NJDHSS

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): The Department of Health and Human Services-Division of Senior Services request authorization to submit an application in the amount of \$839,860 to provide nutrition education and vouchers redeemable for nutritious food to lactating women, infants and children(WIC).

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

NAME	AMOUNT	NAME	AMOUNT
<u>K.Mahmoud</u>		S. Finkbeiner	
A. Wentz		Y. Gates	
J. Benjamin		R. Becker	
B.Pizzuto		R. Conway	
A. Welch		S. Chaikin	

9. TOTAL SALARY CHARGED TO GRANT: \$ 564,074

10. INDIRECT COST (IC) RATE: %

11. IC CHARGED TO GRANT \$ N/A

12. FRINGE BENEFIT RATE CHARGED TO GRANT: 44.33%

13. DATE APPLICATION DUE TO GRANTOR June 30, 2020

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: 06/3/2020

1. GRANT TITLE: WIC
2. DEPARTMENT: Health and Human Services
3. GRANT ID NUMBER: STATE: FY 2021 WIC Health Service Grant (HSG)
FEDERAL: _____
4. FUNDING AGENCY CONTACT PERSON: Nancy Scotto-Rosato, Ph.D
5. FUNDING AGENCY PHONE NUMBER: 609/292-9560
6. GRANT AMOUNT: 839,860
7. A. CASH MATCH AMOUNT: _____
(Attach mandated documentation)
- B. IN-KIND MATCH: _____
- C. NEW TOTAL: 839,860
8. CONTRACT PERIOD: FROM: 10/01/20 TO: 09/30/21
9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE: _____
REIMBURSEMENT: MONTHLY: X
QUARTERLY: _____
END OF CONTRACT: _____
OTHER (EXPLAIN) _____
10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES X NO _____
ARE THEY MONTHLY X QUARTERLY _____ END OF CONTRACT _____
LIST DATES REPORTS ARE DUE: 10 Day Following calendar quarter

11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES _____ NO X
(IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING SENT OUT FOR RFP'S)

12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES X NO _____
EXPLAIN: _____

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: Supplementary funding to cover the salary and fringe benefit costs associated with additional hours of existing peer counseling staff.

14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL? YES _____ NO X

DEPARTMENT HEAD 
Signature

DATE: 6/3/2020

.....
Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: _____

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. _____
Signature

2. _____
Signature

Revised: 9/22/03

601	Salaries	564,074
994	Fringe	250,054
410	Office Expense	1,792
432	Medical Supplies	9,252
850	Copier Rental	1,114
921	Meeting/Dues	50
970	Travel	1,568
999	Other/PPE	11,956

ATTACHMENT C

A Grant Between the New Jersey Department of Health And

PROGRAM SPECIFICATIONS

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

- A. In consideration of the payments prescribed in Item 12 of the Notice of Grant Award hereof, the Grantee agrees to administer a Special Supplemental Nutrition Program for Women, Infants and Children (WIC) in accordance with:

The Federal Regulations governing the WIC Program as directed by Section 17 of the Child Nutrition Act of 1966 as amended through P.L. 111-296, effective December 13, 2010; WIC Consolidated Regulations 7 CFR 246 published in the FEDERAL REGISTER, currently in effect; State Policies and Procedures; Health Service Grant Guidelines; State guidance; correspondence and directives; and the Terms & Conditions for Administration of Grants.

- B. **Disqualification of Local WIC Agencies and other Grantees**

The Local WIC Agency Grantee can be disqualified if it is in noncompliance with WIC Program regulations, State Policies and Procedures, Health Service Grant guidelines, State guidance, correspondences and directives, and the Terms and Conditions for Administration of Grants. (Reference: Policy and Procedure 4.09.)

- C. **Mandatory Meetings**

The grantee shall attend all mandatory meetings required by the Department of Health. Unexcused absences shall be considered material noncompliance with the Terms and Conditions of this award and subject to allowable disciplinary action that may include suspension of funds.

- D. **Local Agency Staffing Requirements**

Sufficient staff to effectively run the WIC Program is a requirement of the Health Service Grant. Prior approval is required for hiring of all key Personnel: WIC Program Coordinator, Assistant Coordinator, Chief Nutritionist, Competent Professional Authorities, and Breastfeeding Promotion and Support staff. Credentials and related paperwork must be submitted in advance and new employees must be made available for mandatory State training. (Ref: Policy & Procedures 4.02, 4.04, 4.05 and 4.08)

E. Notification of Significant Changes

The Local Agency WIC Program shall provide to the State WIC Agency at least six (6) months advanced written notice, or if less than six (6) months, then immediately upon the Local Agency WIC Program being made aware, of any changes or contemplation of changes, to the WIC site, location, lease, rental agreement, MOA, or any other changes to the operations of a WIC site. Failure to provide the necessary advanced written notice may result in loss of corresponding funding and/or the grant.

F. Internet Access for WIC Systems

The Local Agency WIC Program must provide internet access at the bandwidth dictated by the current WIC client processing application's minimum standards, either through the Sponsoring Agency's networking environment or directly through an internet service provider. In cases where the Sponsoring Agency provides internet access through its networking environment, the Sponsoring Agency must designate the Local Agency's WIC Program network as a separate entity (domain/subnet) in relation to the Sponsoring Agency's network. In addition, the minimum bandwidth must be set through QoS to ensure that the WIC Program can function at acceptable levels when the Sponsoring Agency's network is under excessive load. New Jersey WIC Services must retain all administrative rights to the Local Agency's WIC network and computers therein. The Local Agency WIC Program must also have a mechanism to request access to program related websites that may be blocked by content filtering services utilized by the Sponsoring Agency. (Ref: Policy & Procedure 3.11)

G. Computer Inventory

The Local Agency WIC Program must maintain a complete and accurate accounting of all state-owned equipment used in the WIC program. The sponsoring agency will be liable for any unresolvable discrepancies between the local agency inventory and the equipment leased to it through this grant. The Sponsoring Agency will be expected to refund the NJ State WIC Program for the replacement cost of the missing items through its own resources, and not with grant funding.

This document will be available upon request from the State and may be audited at any time to ensure accuracy of the inventory provided.

H. Network Security and Employee Access

The data used by the NJ WIC system is governed by NJ State privacy and encryption standards. The Sponsoring Agency will be responsible for providing the State WIC Program with immediate notification, in writing, of employee termination or suspension so appropriate security authorizations can be terminated in the NJ State WIC computer systems.

Failure to provide this notification in a timely manner will result in the Sponsoring Agencies liability for any and all security breaches by the terminated individual from the time of termination or suspension of their employment.

I. Sub-grant Clause

If a sub-grant is approved, the grantee must comply with Subpart P- Sub-grants of the Terms and Conditions for Administration of Grants.

J. Conferences, Meetings and Trainings

All conferences, meetings and trainings must be pre-approved by NJ WIC staff prior to attendance.

K. Equipment Purchases

Equipment purchases made during a grant year must be delivered and installed by September 30th of that grant year. If the equipment is found to be delivered and installed after September 30th, the items will not be reimbursed.

L. Maintain an Effective Breastfeeding Peer Counseling Program:

1. Conduct a peer counseling program based on research-based components of a successful peer counseling program as identified by the Food and Nutrition Service *Loving Support*® Model for a Successful Peer Counseling Program that is consistent with program guidance set forth in “*Loving Support*® Through Peer Counseling: A Journey together – For WIC Managers” and “*Loving Support*® Through Peer Counseling: A Journey Together – For Peer Counselors;”
2. Administer and continue activities outlined in the State’s approved breastfeeding peer counseling implementation plan;
3. Enhance existing breastfeeding peer counseling programs to attract and retain staff that are culturally and linguistically representative of the population they serve. This includes providing a salary commensurate with the responsibility of the position and benefits that conform to the established policy of the employer.

Name of Agency: County of Gloucester

Name and Title of Official certifying for Sponsor/Agency: Robert M. Damming

Signature of Official: X

Date: June 17, 2020

2020 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS

410 Office Supplies-Cost of actual office supplies per historical cost. Stickers, reminder cards staples,paper,pens, folders and etc	1,792
450 Medical Supplies-Cost to purchase all medical supplies including but not limited to: Gloves, Band-Aides, Vital, Tubes and Trays. Cost equal to prior year.	9,252
850 Copier Rental Ricoh Copier rental 92.81 x 12	1,114
921 Meetings/Membership and Dues Cost of Coordinator membership	50
.970 Travel - Estimated Cost of Director to attend out of town meetings and staff members who travel to more than one location in a day. Cost equal to prior year	1,568
999 Other - Personal Protective Equipment Funding	11,956
Total	25,732
Salaries	564,074
Fringe	250,054
	<hr/>
	839,860

Form C-2
Department Code G-02-20-325
Submission Date 6/10/2020
Revision Date

Department Health



State of New Jersey
DEPARTMENT OF HEALTH
 DIVISION OF FAMILY HEALTH SERVICES
 PO BOX 364
 TRENTON, N.J. 08625-0364

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

www.nj.gov/health

JUDITH M. PERSICHILLI, RN, BSN, MA
Commissioner

May 29, 2020

Ms. Tamarisk Jones
 Director
 Gloucester County Health Department
 204 East Holly Avenue
 Sewell, NJ 08080

**SUBJECT: Federal Fiscal Year (FFY) 2021 WIC Health Service Grant (HSG)
 Application Intent to Fund Due: June 30, 2020**

Dear Ms. Jones:

For FFY 2021, NJ WIC Services is recommending that you submit an HSG application for USDA funding as follows:

FFY 2021 USDA NSA (October 1, 2020 - September 30, 2021)	\$687,200
FFY 2021 Target USDA Breastfeeding Funding	\$82,621
FFY 2021 Personal Protective Equipment Funding	\$11,956
Total FFY 2021 WIC NSA Funding	\$781,777
Total FFY 2021 Food Funds for Breast Pump Purchases	\$1,500
Total FFY 2021 Breastfeeding Peer Counseling Funding	\$56,583
Total FFY 2021 HSG Funding	\$839,860

Congress' WIC appropriation for Federal Fiscal Year 2021 has not been determined. Please be reminded that national WIC funding, both food and NSA, are tied directly to trends in participation and food dollar expenditures. During the Federal Fiscal Year 2020 NJ WIC continues to lose participation, thus, it is highly likely that further cuts will occur in both food and NSA funding. Therefore, the recommended funding that is outlined above is subject to the availability of funds.

The FFY 2021 HSG application must be planned and written to support a full fiscal year of WIC service delivery with the funds listed above. It is important to note that if you do not adhere with

this directive you are still obligated to provide WIC services through September 30, 2021. It is highly recommended prior to planning your FFY 2021 HSG application, that you review the New Jersey Department of Health Grant Terms and Conditions, as well as the FFY 2021 Attachment C (included with this correspondence) to gain full knowledge of the WIC grant's requirements. Attachment C contains the requirements/conditions unique to the WIC grant that must be adhered to by the sponsor once the grant is approved. We are encouraging you to review these documents to incorporate the costs associated with these obligations in your upcoming application.

Please be advised that any costs that are expected to be reimbursed must be delineated in the grant application. Only those items included in the approved grant are eligible for reimbursement. In addition, NJ WIC Services must provide prior approval for anticipated special purchases or projects including, but not limited to, leasing new WIC space, renovations of real property, purchasing large equipment items, and creating/deleting any positions, before incorporation into the budget. For additional guidance refer to Policy and Procedures 5.04, 5.08 and 5.25.

In response to the COVID 19 pandemic and NJ DOH's commitment to following CDC guidelines to prevent the spread of infection, dedicated funds are being provided in FFY 2021 to support on-going measures to maintain a safe and healthy clinic environment for both the WIC staff and clients. These funds are provided for the sole purpose of purchasing protective equipment (PPE) for WIC staff and clinic visitors and to make minor clinic modifications to promote social distancing. These funds cannot be budgeted for any other WIC purchases and any unused balance that remains at the end of the fiscal year must be returned to the State.

USDA Target and Breastfeeding Peer Counseling funds are included in this grant. These funds may not be comingled, and the allowable costs are different for these two funding sources. Follow Policy and Procedure 5.19, "Breastfeeding Promotion and Support Expenditures," when preparing the budgets for these two grants.

Food funds can only be used to purchase breast pumps and breast pump kits for WIC participants. Only State designated, and pre-approved breast pump manufacturers and breast pump models can be purchased with these funds. Any food funds that are not encumbered by September 30, 2021 must be returned to the State. When you incorporate these funds into your FFY 2021 grant applications and when you report using food funds in your monthly expenditure report you must keep them completely separated from USDA NSA funds.

The HSG application must include the following documents attached to the appropriate section of SAGE:

- Valid Tax Clearance Certificate (in Organizational Details)
- Proof of Non Profit (501(C)3) (in Organizational Details)
- Valid NJ Charities Registration; if applicable, (in Organizational Details)
- Annual Independent (A-133) Audit (in Organizational Details)

- Organizational Chart delineating WIC funded positions, titles and names (in Attachments)
- A Salary and Fringe Worksheet that includes employee hours worked by cost category in Excel Format (in Attachments)

Any grant application received without the above attachments will be returned and may delay approval and disbursement of funds.

We anticipate that the grant application will be available in SAGE on June 1, 2020 with a submission date no later than June 30, 2020.

If you have any questions, please contact Janice Pedota at (609) 292-9560.

Sincerely,



Nancy Scotto-Rosato, Ph.D.
Director
WIC Services

c Kathleen Mahmoud
Karen Christina

RESOLUTION AUTHORIZING AN AMENDMENT TO THE SPECIAL CHILD HEALTH SERVICES CASE MANAGEMENT GRANT

WHEREAS, by resolution adopted on April 15, 2020, a grant application with the NJ Department of Family Health Services was authorized on behalf of the Department of Health and Human Services relative to the Special Child Health Services Case Management Grant, with grant funds in the amount of \$173,000.00 and an in-kind match of \$70,004.00, for a total of \$243,004.00, for grant period July 1, 2020 to June 30, 2021; and

WHEREAS, after submission of said grant application, the State required modifications to revise the grant amount to \$43,250.00, with an in-kind match of \$17,501.00, for a total amount of \$60,751.00, and a new grant term from July 1, 2020 to September 30, 2020.

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

1. That amendment to the Special Child Health Services Case Management Grant is hereby authorized and approved to revise and accept the grant amount of \$43,250.00 with an in-kind match of \$17,501.00, for a total amount of \$60,751.00, for the grant term July 1, 2020 to September 30, 2020.
2. That the Freeholder Director is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to, any documents necessary to effectuate said amendment.
3. That all terms and provisions of the original grant that are not amended herein shall remain in full force and effect.

ADOPTED, at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 17, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

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: 03/26/2020

1. GRANT TITLE: Special Child Health – Case Management

2. DEPARTMENT: Health Department

3. GRANT ID NUMBER: STATE: DFHS21CSE010

FEDERAL: _____

4. FUNDING AGENCY CONTACT PERSON: Felicia Walton

5. FUNDING AGENCY PHONE NUMBER: (609) 777-7778

6. GRANT AMOUNT: \$43,250

7. A. CASH MATCH AMOUNT _____
(Attach mandated documentation)

B. IN-KIND MATCH: _____ : _____ \$17,501 _____

C. MODIFICATION AMOUNT _____

D. NEW TOTAL: \$60,751

8. CONTRACT PERIOD: FROM: 07/01/20 TO: 09/30/20

9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE: _____

REIMBURSEMENT: MONTHLY: _____

QUARTERLY: X _____

END OF CONTRACT: _____

OTHER (EXPLAIN) _____

10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES X NO _____
ARE THEY MONTHLY _____ QUARTERLY X END OF CONTRACT _____

LIST DATES REPORTS ARE DUE: 10/10/2020;

11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES _____ NO X
(IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING SENT OUT FOR RFP'S)

12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES _____ NO _____
EXPLAIN:

PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: Additional funds were received to cover Salary cost to provide required services to the Children and Youth with Special Healthcare Needs.

13. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL? YES _____ NO X

DEPARTMENT HEAD: _____
Signature

DATE: _____

.....
Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: _____

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

DEPARTMENT OF TREASURY, GRANTS DIVISION:

1. _____
Signature

2. _____
Signature

DFHS21CSE010
 Gloucester County
Cost Summary

Cost Summary

Verify the direct costs listed below, and if applicable, enter indirect costs and program income.

Cost Category	Activity	Grant Funds Requested from State	Cost Share or Match	Total Costs
Salaries and Wages	21CSE	\$42,615	\$0	\$42,615
Fringe Benefits	21CSE	\$0	\$17,501	\$17,501
Personnel Costs (Subtotal)		\$42,615	\$17,501	\$60,116
Construction/Alteration and Renovations		\$0	\$0	\$0
Equipment		\$0	\$0	\$0
Facility Costs		\$0	\$0	\$0
Professional Service Agreements		\$0	\$0	\$0
Subaward		\$0	\$0	\$0
Supplies	21CSE	\$137	\$0	\$137
Travel		\$0	\$0	\$0
Training	21CSE	\$250	\$0	\$250
Other	21CSE	\$248	\$0	\$248
Other Direct Costs (Subtotal)		\$635	\$0	\$635
Total Direct Costs	21CSE	\$43,250	\$17,501	\$60,751
Total Direct Cost		\$43,250	\$17,501	\$60,751
Indirect Costs	21CSE	\$0	\$0	\$0
Total Indirect Costs		\$0	\$0	\$0
Total Costs		\$43,250	\$17,501	\$60,751
(Program Income)	21CSE	\$0	\$0	\$0
(Total Program Income)		\$0	\$0	\$0
Net Total Costs	21CSE	\$43,250	\$17,501	\$60,751
Net Total Costs		\$43,250	\$17,501	\$60,751

Indirect Cost Rate

If applicable, enter the requested information and upload proof of your approved, federally recognized indirect cost rate, or if charging a de minimus rate of 10% in accordance with 2 C.F.R. 200, §200.414, a statement confirming that you have never received a negotiated indirect cost rate.

Applicable Rate: %

Program Income

"Program income" means gross income earned by the grantee or subgrantee that is directly generated by a grant supported activity, or earned as a result of the grant during the award period. If anticipated, please upload a description of the program income that will be generated or earned as a result of this project.

RESOLUTION AUTHORIZING CONTRACTS WITH CENTER FOR FAMILY SERVICES, INC. IN AN AMOUNT NOT TO EXCEED \$70,000.00 AND THE SILENT EPIDEMIC IN AN AMOUNT NOT TO EXCEED \$35,600.00, FROM JUNE 30, 2020 TO JUNE 29, 2021

WHEREAS, the County of Gloucester has received grant funding to address opioid abuse prevention and/or recovery for County residents, including the use of private contractors from whom proposals were solicited in accordance with N.J. Local Public Contracting Law; and

WHEREAS, the proposals were publically opened on March 31, 2020 for RFP #20-026, and the County of Gloucester, Department of Health and Human Services recommends contracting with the Center for Family Services, Inc., 584 Benson Street, Camden, NJ 08103, in an amount not to exceed \$70,000.00, and The Silent Epidemic, 731 Willow Drive, Gibbstown NJ 08027, in an amount not to exceed \$35,600.00, from June 30, 2020 to June 29, 2021 to provide the services set forth in their proposals and consistent with terms and conditions of the grant; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and the Clerk of the Board of Chosen Freeholders are hereby authorized to execute Contracts with Center for Family Services, Inc. in an amount not to exceed \$70,000.00 and The Silent Epidemic in an amount not to exceed \$35,600.00, from June 30, 2020 to June 29, 2021; and

BE IT FURTHER RESOLVED, that the Board of Chosen Freeholders hereby designates the County Department of Health & Human Services with the responsibility for grant implementation and compliance.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on June 17, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
CENTER FOR FAMILY SERVICES, INC.**

THIS CONTRACT is made effective the 17th day of **June, 2020**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate with administrative offices at 2 South Broad Street, Woodbury, NJ 08096, hereinafter referred to as “**County**”, and **Center for Family Services, Inc.**, of 584 Benson Street, Camden, NJ 08103, hereinafter referred to as “**Contractor**”.

RECITALS

WHEREAS, the County recognizes the need for innovative and creative approaches for opioid abuse prevention and/or recovery for County residents; and

WHEREAS, The Contractor represents that it is qualified to perform said services and desires to so perform pursuant the requirements of RFP-20-026 and to the terms and provisions of its proposal and 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 for a one (1) year from June 30, 2020 through June 29, 2021.

2. **COMPENSATION**. Contract shall be in an amount not to exceed \$70,000.00.

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

3. **DUTIES OF CONTRACTOR**. The specific duties of the Contractor shall be set forth in this Contract, RFP# 20-026, and the Contractor’s attached statement of work.

Contractor agrees that it must have representation at three of the four Gloucester County Provider’s Advisory Committee on Alcoholism and Drug Abuse (PACADA) meetings during the term of this contract.

Contractor further 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 and timelines of the proposal documents.

4. **FURTHER OBLIGATIONS OF THE PARTIES**. During the performance of this

Contract, the Contractor agrees as follows:

A. The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality 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 or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the Proposal Specifications which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent Contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

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

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

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

13. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
14. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
18. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.
19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.
20. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
21. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

22. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of RFP# 20-026 and Contractor's statement of work attached hereto. If there is a conflict between this Contract, the proposal specifications and the Contractor's statement of work, then this Contract and the Specifications shall control.

THIS CONTRACT shall be effective the 17th day of **June, 2020**.

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

ATTEST:

COUNTY OF GLOUCESTER

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

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CENTER FOR FAMILY SERVICES, INC.

**EILEEN HENDERSON,
CHIEF OPERATING OFFICER**

Cost Proposal - Budget Narrative

Total Operational Budget: \$70,000

PERSONNEL

Salary Cost: \$42,040; This funding will support the following positions:

The *Program Supervisor, Heather Thomas*, will be on site to provide administrative oversight and support. This position will be 1 hours per week at \$20/hour, for a total salary of \$1,040.

The *Senior Peer Services Coordinator (vacant)* will lead the daily operations of the CPRC; manage staff and community linkages; plan, implement and supervise events, activities and services that support the mission of the CPRC. This position is full time at 35 hours per week for a total annual salary of \$32,760.

The *Associate Peer Services Coordinator (vacant)* will assist clients in achieving and remaining in the principles of recovery. This position will be 10 hours per week at \$12/hour, for a total salary of \$6,240.

The *RecoveryCorps Program Manager, Brandy Mullin*, supervises volunteer RecoveryCorps members. This position will be 2 hours per week at \$19/hour, for a total salary of \$2,000.

Two *Volunteer RecoveryCorps Members (vacant)* will work 15 hours per week and will be provided in-kind through a grant from the NJ Office of the Governor and Horizon Foundation.

The *Volunteer Nurse* will be available 2 hours per week to provide infectious disease workshops and smoking cessation and will be provided in-kind by Gloucester County Health Department.

Fringe: 24.93%; FICA at 7.65%; SUI at 0.65%; HSU Expense at 1.33%; Health Insurance for Full Time Staff at 10.50%; Workers Compensation at 2.80%; Pension Plan 401 (k) (FT Only)/Benefit Processor at 2.00%

Total Personnel Cost: \$51,865

Consultants & Professional Fees: None

Materials & Supplies: \$5,800

Office Supplies is requested for pens, paper, staplers, desk set up, etc. in the amount of \$150/month for 12 months, for a total of \$1,800 per year.

Program Supplies are requested for workshop and Recovery Board Materials, training supplies, etc. in the amount of \$150/month for 12 months, for a total of \$1,800 per year.

Food expenses are requested to supply coffee, snacks, etc. for meetings and events in the amount of \$100/month for 12 months, for a total of \$1,200 per year.

Outreach Materials are requested for flyers, brochures, etc. to publicize the availability of services and advertise events, as well as website updates for services, etc. Costs are estimated at \$1,000.

Facility Costs: \$750

Rent - Program staff will be located at Community Peer Recovery Center at Rowan College of South Jersey (RCSJ) on the Gloucester County campus. RCSJ has agreed to provide an in-kind

donation of space, to be co-located in the same space as the ReConnections program. The value of this donation is estimated at \$2,000/month for 12 months.

Cable costs are requested to provide TV Hookup and internet access for CFS VPN Connection for staff. Costs will also provide client internet and Cable TV for Social Events such as Game Days and Movie Night. Costs are estimated at \$62.50/month for 12 months, for a total of \$750 per year.

Client Assistance: Items to assist individuals to remain in the Recovery Zone including clothing, uniforms, bus passes, etc. These will be in kind donations.

Other: \$4,160

Cell Phone Service is requested for 2 employees (Senior Peer Services Coordinator and Associate Peer Services Coordinator) at \$60/month per phone for 12 months, for a total of \$1,440 per year.

Mileage is requested for staff travel to outreach and meetings in the amount of \$0.50/mile for 303 miles/month for 12months, for a total of \$1,820 per year.

Laptops are requested for 1 laptops at \$900 each, for a total of \$900.

General and Administrative Cost Allocation: 12% of costs are \$11,314.

Cost Category	Amount
Salary	\$42,040
Fringe	\$ 9,825
Materials and Supplies	\$ 5,800
Facility Costs	\$ 750
Client Assistance	In kind
Other	\$ 4,160
TOTAL DIRECT CHARGES	\$62,575
G&A (12%)	\$ 7,425
TOTAL PROGRAM COSTS	\$70,000

PERSONNEL			Annual Cost
Salary	Hrs/Wk	Rate/Hr	
Program Supervisor Heather Thomas	1	\$ 20	\$ 1,040
Senior Peer Services Coordinator (Vacant)	35	\$ 18	\$32,760
Associate Peer Services Coordinator (Vacant)	10	\$ 12	\$ 6,240
RecoveryCorps Program Manager (Brandy Mullin)	2	\$ 19	\$ 2,000
Volunteers RecoveryCorp Member Cost Share (Vacant)	35	\$ 12	\$ -
Volunteer Nurse	1	\$ 35	\$ -
Total Salary			\$ 42,040
Fringe			
FICA		7.65%	\$ 3,216
SUI		0.65%	\$ 273
HSU Expense		1.33%	\$ 559
Health Insurance Full Time staff		10.50%	\$ 3,759
Workers Compensation		2.80%	\$ 1,177
Pension Plan 401 (k) (FT Only)/Benefit Processor		2.00%	\$ 841
Total Fringe		24.93%	\$ 9,825
*TOTAL PERSONNEL			\$ 51,865
MATERIALS AND SUPPLIES			
Office Supplies (\$200/month)			\$ 1,800
Program Supplies (\$150/month)			\$ 1,800
Food (\$100/month)			\$ 1,200
Outreach Materials			\$ 1,000
*TOTAL MATERIALS AND SUPPLIES:			\$ 5,800
FACILITY COSTS			
Rent (\$2,000/Month)			\$ -
Cable (\$62.50/Month)			\$ 750
*TOTAL FACILITY COSTS			\$ 750
CLIENT ASSISTANCE			
Items to assist individuals to remain in the Recovery Zone			
*TOTAL CLIENT ASSISTANCE:			\$ -
OTHER			
Cell Phone Service (2 Cell Phones - \$60/month)			\$ 1,440
Mileage (\$0.50/mile)			\$ 1,820
Laptops (1 Laptops @ \$900 each)			\$ 900
*TOTAL OTHER			\$ 4,160
DIRECT COST SUBTOTAL			\$ 62,575

Center For Family Services
RFP #020-026 Innovation Grant for the Prevention of, and Recovery from Opioid Use Disorder Budget

Indirect cost rate (12%)			\$ 7,425
TOTAL			\$ 70,000

DESCRIPTION OF SERVICES

RECOVERY MENTOR INDIVIDUAL SUPPORTS INCLUDE: to be billed at 1/2 hour increments

- Daily Recovery Coaching to onsite clients
- Monthly Telephone Support to members
- Vocational/Education supports by appointment
- Development of the Wellness and Recovery and Support Plans (WRAP)

CASE MANAGEMENT/ADVOCACY to be billed at 1/2 hour increments

- Referrals to housing, childcare, language and employment assistance
- Assistance getting into treatment
- Assistance getting accepted into halfway houses
- Coordination with Gloucester County Addiction Services on funding for treatment or halfway house
- Linkage to Gloucester County American Jobs Center
- Linkage to MAT providers, OP and IOP treatment and other Recovery Services

RECOVERY SUPPORT GROUPS INCLUDE:

- 8 Wellness
- 4 Illness Management
- 8 Relaxation/Medication
- 4 Nutrition
- 4 Arts
- 4 Veterans
- 4 MAT

36 Total Support Groups

Unit is \$125 per group - includes preparation of materials arranging for Guest Speakers, coordinating Rooms with Rowan College of New Jersey.

SAMPLE MONTHLY INVOICE

SERVICE	UNITS PROVIDED	UNIT COST	TOTAL COST
RECOVERY MENTOR INDIVIDUAL	38	\$30 1/2 hr	\$1,140
Case Management ADVOCACY	80	\$15.00 1/2hr.	\$1,200
RECOVERY SUPPORT GROUPS	28	\$125/EA	<u>\$3,500</u>
MONTHLY TOTAL			\$5,840

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
THE SILENT EPIDEMIC**

THIS CONTRACT is made effective the 17th day of **June, 2020**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate with administrative offices at 2 South Broad Street, Woodbury, NJ 08096, hereinafter referred to as “**County**”, and **The Silent Epidemic**, of 731 Willow Drive, Gibbstown, NJ 08027, hereinafter referred to as “**Contractor**”.

RECITALS

WHEREAS, the County recognizes the need for innovative and creative approaches for opioid abuse prevention and/or recovery for County residents; and

WHEREAS, The Contractor represents that it is qualified to perform said services and desires to so perform pursuant the requirements of RFP-20-026 and to the terms and provisions of its proposal and 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 for a one (1) year from June 30, 2020 through June 29, 2021.

2. **COMPENSATION**. Contract shall be in an amount not to exceed \$35,600.00.

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

3. **DUTIES OF CONTRACTOR**. The specific duties of the Contractor shall be set forth in this Contract, RFP# 20-026, and the Contractor’s attached statement of work.

Contractor agrees that it must have representation at three of the four Gloucester County Provider’s Advisory Committee on Alcoholism and Drug Abuse (PACADA) meetings during the term of this contract.

Contractor further 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 and timelines of the proposal documents.

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

A. The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality 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 or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the Proposal Specifications which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

13. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
14. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
18. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.
19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.
20. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
21. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

22. CONTRACT PARTS. This contract shall consist of this document, the specifications of RFP# 20-026 and Contractor's statement of work attached hereto. If there is a conflict between this Contract, the proposal specifications and the Contractor's statement of work, then this Contract and the Specifications shall control.

THIS CONTRACT shall be effective the 17th day of **June, 2020**.

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

ATTEST:

COUNTY OF GLOUCESTER

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

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

THE SILENT EPIDEMIC

**EDWARD BRAZELL,
PRESIDENT**

**PROPOSED SERVICE
&
LEVEL OF SERVICE DEFINITIONS**

Proposed Service HIOP Housing and IOP Requested Funding \$ 35,000

Address where service is to be provided
731 Willow Dr, Gibbstown, NJ 08027

Target population to be served 60

Number of unduplicated clients to be served 45

Define unit(s) of service:
(Brief Description)

- A. HIOP Housing IOP program. To give clients housing and intensive outpatient program without worrying about work.
- B. _____
- C. _____
- D. _____

Number of proposed contract units	Cost per unit
A. <u>60</u>	\$ <u>600.00</u>
B. _____	\$ _____
C. _____	\$ _____
D. _____	\$ _____

Indicate any additional funding streams being used to provide this service.

General fund raising will be used for shortage and for food and misc cost.

COUNTY OF GLOUCESTER

Silent Epidemic

A. PROGRAM DESCRIPTION

This program provides much needed services listed below for clients leaving withdraw management. The goal is to provide them with recovery housing, food, transportation and case management as long as they enroll into an Intensive Out Patient Program (IOP) or other available continuing care program of their choice.

B. WHAT WE PROVIDE

We will provide up to 21 days of the following services:

1. Recovery Housing funding.
2. Food
3. Transportation to any recovery services they choose.

To qualify for this assistance the client will have to enroll into a program of their choice before getting out of detox.

We work with the client and their counselor while they are still in detox to setup recovery housing and arrange for an intake appointment at their program. Upon discharge we will provide transportation from the detox facility to the recovery house. Transportation will also be provided for their intake appointment to their service as needed. We already have agreements with several recovery houses including Oxford Houses to provide this resource at a discounted cost. Follow up will be done weekly with the client, the housing manager and the service counselor to ensure that their recovery needs are being met. Silent Epidemic does not provide IOP service. They are provided by licensed treatment programs and funded by Medicaid, the State or County. The cost of the program which is \$600.00 goes directly to the recovery house. Food and any transportation that is needed comes from our internal budget.

B. PROGRAM GOALS

The goal of the program is to provide a client with the additional treatment services over the normal 5-7 days of detox to continue their recovery. Currently our numbers reflect that over 80% of clients are going straight from detox to a recovery house without any tools to stay in recovery. So our goal is provide those tools while putting a recovery roof over their head. This program will help with the high relapse percentage in the first 30 days.

By:  _____
(Signature)

Edward Brazell
(Type name)

Title: President

Date: 4th June 2020

F-4

RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE NATIONAL EMERGENCY FOOD AND SHELTER PROGRAM PHASE 37 GRANT IN AN AMOUNT NOT TO EXCEED \$22,180.00

WHEREAS, the Emergency Food and Shelter National Board Program Phase 37 has allotted \$113,180.00 grant funding through its Phase 37 Grant to Gloucester County for emergency needs of County residents; and

WHEREAS, the Local Emergency Food and Shelter Board, through Gloucester County Human Services Advisory Council, has awarded \$22,180.00 of these funds to the Gloucester County Division Social Services to purchase food certificates for distribution to families and individuals who come to the Division in need of food from January 1, 2020 to May 31, 2021; and

WHEREAS, the Gloucester County Division of Social 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 state and federal regulations, and designates the Gloucester County Division of Social 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, June 17, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

(Attached Documentation)

TOTAL PROGRAM BUDGET \$22,180.00

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ _____

TOTAL OTHER EXPENSES (b): \$ _____

TOTAL FRINGE (c): \$ _____

TOTAL PROGRAM COST (d): \$ _____

TOTAL GRANT FUNDING (e): \$ _____

TOTAL COUNTY FUNDING (f): \$ _____

DEPT. HEAD:

Kathleen Doyle
Signature

DATE:

6/3/2020

***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.

**2020 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS**

2020 Budget

The Gloucester County Division of Social Services is seeking to assist in addressing the emergency food needs of Gloucester County residents by having a supply of \$10 and \$20 denomination food cards readily available for distribution to anyone in need of food once every sixty (60) days. All food cards will be stamped "food only". Each Gloucester County resident requesting emergency food will be allocated \$20 per person per day for a maximum of three (3) days. Careful records of all food cards distributed will be kept by the Accounting Department.

20430-Food: \$22,180.00

Form C-2

Department: Division of Social Services

Department Code 345

Submission Date _____

Revision Date _____

Phase 37 Local Board Plan

Due date for submission: May 29, 2020

Jurisdiction: **Gloucester County, NJ, Local Board ID# 5976-00**

Award Amount: **\$113,180**

Phase 37 start date: 01/01/2020

The administrative allowance of \$2,264 is included in the award amount.

Local Board ID: 597600

Spending Period Extension Request If extension date is not selected, the end date for this spending period will be 05/31/2021.

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> January 31, 2020 | <input type="checkbox"/> February 28, 2020 | <input type="checkbox"/> March 31, 2020 | <input type="checkbox"/> April 30, 2020 |
| <input type="checkbox"/> May 31, 2020 | <input type="checkbox"/> June 30, 2020 | <input type="checkbox"/> July 31, 2020 | <input type="checkbox"/> August 31, 2020 |
| <input type="checkbox"/> September 30, 2020 | <input type="checkbox"/> October 31, 2020 | <input type="checkbox"/> November 30, 2020 | <input type="checkbox"/> December 31, 2020 |
| <input type="checkbox"/> January 31, 2021 | <input type="checkbox"/> February 28, 2021 | <input type="checkbox"/> March 31, 2021 | <input type="checkbox"/> April 30, 2021 |
| <input checked="" type="checkbox"/> May 31, 2021 | | | |

The Local Board certifies that public notice of availability of these funds appeared in print in the **Courier Post** on **05/07/2020**.
 The advertisement appeared at least 5 business days prior to our Local Board's allocation decision.
 The Local Board will meet: **quarterly**. We understand that if meeting semiannually, copies of meeting minutes must be included with the Phase 37 Final Report.

Our Local Board does (copy attached) does not have additional requirements beyond those of the National Board (select one).

As the chair of the Local Board, I certify that the Local Board meets the requirements as stated on the Local Board Certification Form and that the above information and all information provided on the attached forms and via the EFSP website are correct. Our Local Board understands that all parties will be held accountable for complying with the provisions of the grant as well as full compliance with applicable requirements of all other Federal laws, Executive Orders, regulations, and policies governing this program, including those not specifically stated in the Manual and the accompanying Phase 37 Responsibilities and Requirements Manual.

Gloucester County, NJ, Local Board ID# 5976-00

Signature of Local Board Chair: 

Date: 6/3/2020

Print Name of Local Board Chair: Kathleen Doyle

NOTE: Indicate below at least one alternate authorized signature which is acceptable for the processing of your jurisdiction's paperwork, i.e., Local Board Plans, Second Payment Requests, etc., to be used in the absence of the Local Board Chair. Alternate signatories must be members of the Local Board or the Local Board contact. Submission of any type of documentation from an unauthorized signer will not be processed.

Print Name

Print Name

Signature

Signature

Position with Local Board

Position with Local Board

National Board use only: Cert _____ Adv _____ Sig _____ R _____ NA _____ H _____ Initials _____ K _____ E _____

597600

11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES ___ NO_x ___
 (IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING SENT OUT FOR RFP'S)
12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES ___ NO ___
 EXPLAIN: _____

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: _____
- The National Food and Shelter Board has allotted \$113,180.00 to Gloucester County for emergency needs of County residents. The Local Emergency Food and Shelter Board, through Gloucester County Human Services Advisory Council has awarded \$22,180.00 of this to the Gloucester County Division of Social Services to purchase food certificates. The certificates are distributed to families and individuals who come to the Division of Social Services in need of food.
14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL?
 YES ___ NO_x ___

DEPARTMENT HEAD: *Kathleen Doyle*
 Signature

DATE: *6/3/2020*

***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

**RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH
NEW JERSEY DEPARTMENT OF HUMAN SERVICES REGARDING THE
ADMINISTRATION OF DIVISION OF MEDICAL ASSISTANCE AND HEALTH
SERVICES PROGRAMS**

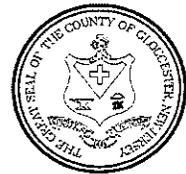
WHEREAS, the NJ Department of Human Services ('DHS') and the Gloucester County Division of Social Services ('GCDSS'), desire to enter into a Memorandum of Understanding ('MOU') for County administration of certain DHS programs; and

WHEREAS, this MOU confirms the entire understanding of those parties regarding the operation and administration of New Jersey's Medicaid Program and Children's Health Insurance Program through the Gloucester County Division of Social Services, commencing July 1, 2020 through June 30, 2021, and may be extended by written agreement of the parties for two additional annual terms.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the County Division of Social Services be and is hereby authorized to execute the Memorandum of Understanding with NJ Department of Human Services, to memorialize the responsibilities and procedures regarding GCDSS' administration of certain Division of Medical Assistance and Health Services Programs, and to utilize State technology platforms for the purpose of streamlining administrative processes under qualifying programs, in accord with the requirements of applicable State and Federal law.

BE IT FURTHER RESOLVED, this Memorandum of Understanding shall be effective for a period of one (1) year, and may be extended upon written agreement of the parties for two additional annual terms.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 17, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE STATE OF NEW JERSEY

Department of Human Services

AND

THE GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES

REGARDING:

**THE ADMINISTRATION OF DIVISION OF MEDICAL ASSISTANCE AND
HEALTH SERVICES PROGRAMS INCLUDING THE NEW JERSEY
MEDICAID AND CHILDREN'S HEALTH INSURANCE PROGRAMS**

WHEREAS, the New Jersey Department of Human Services ("DHS") and Gloucester County Division of Social Services ("GCDSS") or County Welfare Agency ("CWA"), together the "Parties", desire to enter into a Memorandum of Understanding ("MOU") for the purposes set forth below; and

WHEREAS, DHS is the single state agency (pursuant to 42 U.S.C. 1396a(a)(5) and N.J.S.A. 30:4D-5) responsible for administering, through the Division of Medical Assistance and Health Services ("DMAHS"), New Jersey's Medicaid Program and Children's Health Insurance Program ("CHIP") in accordance with 42 U.S.C. 1396a, 42 U.S.C. 1397aa, N.J.S.A. 30:4D-1 *et seq.*, N.J.S.A. 30:4J-9 *et seq.* and N.J.A.C. 10:49-1.1 (these programs are commonly referred to as "NJ FamilyCare" programs); and

WHEREAS, DHS, through DMAHS, is permitted to delegate the authority to make eligibility determinations to government agencies, in accordance with 42 C.F.R. 431.10, N.J.S.A. 30:4D-7, N.J.S.A. 30:4J-12 and N.J.A.C. 10:49-1.2(a); and

WHEREAS, the CWA has been responsible for performing certain functions, including eligibility determinations, in order to assist DHS in its responsibility to administer the Medicaid and CHIP programs, in accordance with the Medicaid State Plan and the CHIP State Plan and any waivers or demonstration projects, the current and future State Appropriations Act, the applicable provisions of state and federal law including N.J.A.C. 10:49-1.1 *et seq.*, N.J.A.C. 10:69-1.1 *et seq.*, N.J.A.C. 10:70-1.1 *et seq.*, N.J.A.C. 10:71-1.1 *et seq.*, N.J.A.C. 10:72-1.1 *et seq.*, N.J.A.C. 10:78-1.1 *et seq.*, N.J.A.C. 10:79-1.1 *et seq.*, any federal State Health Official Letter, New Jersey Medicaid Communications or other official policy guidance; and

WHEREAS, Medicaid and CHIP implementing regulations at 42 C.F.R. 431.300 *et seq.*, 42 C.F.R. 457.1110, 45 C.F.R. 155.260 and N.J.A.C. 10:49-9.7 require that all Medicaid and CHIP beneficiary and applicant information (including information about

other individuals that is included with an application) is confidential and must be carefully safeguarded; furthermore, other federal and State confidentiality statutes and rules require careful safeguarding of applicant and beneficiary protected health information (“PHI”), personally identifiable information (“PII”), Social Security records, and federal tax information (FTI); and

WHEREAS, DHS is responsible for exercising oversight of the CWA and instituting corrective action as needed, in accordance with 42 C.F.R. 431.10(c); and

WHEREAS, DHS is responsible for maintaining a CHIP accounting system that is in compliance with Federal law, in accordance with 42 C.F.R. 457.226; and

WHEREAS, the Parties seek to enter into a written agreement memorializing the Parties’ responsibilities and expectations, in accordance with 42 C.F.R. 431.10(d); and

WHEREAS, this MOU memorializes the Parties’ responsibilities and procedures for administering New Jersey’s medical assistance programs and CHIP, in accordance with State and federal law. All prior MOUs with DMAHS for the administration of the Medicaid program and for “Medicaid application/redetermination processing” are suspended.

NOW, THEREFORE, the Parties mutually agree as follows:

- 1. TERM and TERMINATION:** This MOU shall be for a *one-year term* unless terminated or extended as set forth below:

This Agreement may be terminated by mutual agreement in writing by both Parties.

- a. Both Parties agree that should this MOU be terminated prior to the expiration of its term, both Parties will work together as needed so that both Parties may remain in compliance with the requirements of State and Federal law.
- b. Any termination of this MOU shall be without prejudice to any obligations or liabilities of the Parties accrued prior to such termination. All funds expended are accountable through the cost allocation system.
- c. This MOU may be extended by both Parties agreeing in writing to extend the MOU for *two* additional annual terms.
- d. DMAHS may at any time unilaterally amend Appendices with 30 days of notice provided to CWA and without requiring an amendment of the entire MOU when needed for compliance with state or federal requirements, or for emergent circumstances.

- 2. MEDICAID AND CHIP ADMINISTRATION:** The CWA agrees to be responsible for performing certain functions in assisting DHS’s administration of New Jersey’s medical assistance and subsidized health insurance programs, including but not limited to, timely eligibility determinations and related activities (including fair hearings) for the administration of CHIP and Medicaid. It is understood that the CWA will not be responsible for cases that are the sole responsibility of other entities such as the Social Security Administration or DMAHS’s Health Benefits Coordinator (currently Conduent,

formerly Xerox State Healthcare LLC). As part of the performance of these functions, the CWA *agrees*:

- a. that included in the CWA's budget submission will be a roster regarding only the full-time equivalent Medicaid employees (FTE) the CWA is counting in its budget to ensure timely and accurate processing of cases. See Appendix A Roster Template. In addition, examples of items to be in the budget to be submitted by the CWA to DMAHS for approval shall include, but not be limited to, salaries and wages, travel expenses, office space expense, and allocation of administrative expenditures. The CWA will not be paid for any expenses included in its calendar year budget until such budget has been approved by the DMAHS. Upon approval, the County shall be responsible for the non-federal share of any approved budget expenditures. Caseload, FTEs, budget, and work product will be reviewed quarterly by DMAHS fiscal staff;
- b. that its eligibility determinations will be performed within applicable time requirements (except in unusual circumstances, eligibility must be determined within 45 days unless the person applies for Medicaid on the basis of disability in which case the time frame is 90 days maximum) and conform with 42 C.F.R. 431.10(c)(3). Unusual circumstances must be documented in the Worker Portal and include, for example: (1) when the agency cannot reach a decision because the applicant or an examining physician delays or fails to take required action, or (2) an administrative or other emergency beyond the agency's control. If an unusual circumstance is not documented in the Worker Portal, the case will be included in the CWA's processing times;
- c. to be paid consistent with DMAHS's Eligibility Determination Incentive and Penalty Payment Program: In accordance with P.L. 2019, c.246, payments will be made quarterly as set forth in Appendix B to this MOU based on average county-specific statistics using DMAHS reports and system capabilities;
- d. to use the Worker Portal to timely enter applications (including paper applications) within three (3) business days and timely update each application's status as described in Appendix B;
- e. the CWA is required to use only approved written communications such as standardized letters in the Worker Portal and notices and applications as set forth by DMAHS;
- f. that all paper applications including all supporting paper documentation that was used to determine eligibility will be timely scanned into the current document imaging system. Paper applications and redeterminations, all verifications, modified adjusted gross income (MAGI) determinations, worker case notes regarding the determination, and anything else relevant to the case determination not in the worker portal will be scanned into the document imaging system. All documents will be scanned into the document imaging system according to the guidance provided by DMAHS;
- g. to enter into a corrective action plan delineating measurable outcomes and deadlines for improvements if requirements in this MOU are not performed.

3. COMPLIANCE WITH LAW AND OFFICIAL GUIDANCE: Pursuant to 42 C.F.R. 431.10(d), DMAHS must have an agreement with the CWA for determining eligibility.

This agreement must set forth the relationship and respective responsibilities of the parties, the quality control and oversight of DMAHS including instituting corrective action, and that the CWA will comply with all Medicaid requirements in carrying out its eligibility functions including complying with all relevant Federal and State laws, regulations and policies, such as those related to the eligibility criteria applied by the agency under 42 C.F.R. part 435, prohibitions against conflicts of interest and improper incentives, and safeguarding confidentiality. Consistent with this federal requirement, the CWA agrees to assist in DHS's administration of the Medicaid and CHIP programs in accordance with the Medicaid State Plan and CHIP State Plan and any waivers or demonstration projects (and any amendments), the current and future State Appropriations Act, the applicable provisions of state and federal law including N.J.A.C. 10:49-1.1 et seq., N.J.A.C. 10:69-1.1 et seq., N.J.A.C. 10:70-1.1 et seq., N.J.A.C. 10:71-1.1 et seq., N.J.A.C. 10:72-1.1 et seq., N.J.A.C. 10:78-1.1 et seq., N.J.A.C. 10:79-1.1 et seq., as these laws may be amended, any federal State Health Official Letter, New Jersey Medicaid Communications or other DHS or CMS official policy guidance, and any future regulations promulgated under federal or state law.

- a. **NATIONAL VOTER REGISTRATION ACT (NVRA):** CWA shall comply with the voter registration agency requirements of the NVRA as required by law (52 U.S.C. 20506; N.J.S.A. 19:31-6.11; N.J.S.A. 30:4D-19.1), Medicaid Communication guidance, and any settlement DHS or DMAHS enters into related to compliance with the NVRA. CWA will keep records of voter registration activities and interactions as requested by DMAHS (including number of voter registration opportunity forms and applications mailed, the number of opportunity forms received back and what they state, and the number of completed voter registration applications sent to the Division or Elections or a County Elections Office) and timely report to DMAHS each quarter the NVRA statistics required by the New Jersey Division of Elections. CWA will not include completed voter registration documents with an individual's eligibility file.
- b. **NON-DISCRIMINATION NOTICES.** CWA agrees to incorporate DHS-approved non-discrimination statements in all eligibility notices, and maintain the non-discrimination poster in public areas of its office at all times. (See section 1557 of the Patient Protection and Affordable Care Act for the federal requirements on medical assistance and other programs.)

Consistent with 45 C.F.R. 92.1 et seq., CWAs shall provide appropriate auxiliary aids and services, including qualified interpreters for individuals with disabilities and information in alternate formats free of charge and in a timely manner as necessary to ensure equal opportunity to participate in NJ FamilyCare. The CWA shall also provide language assistance services, including translated documents and oral interpretation, free of charge and in a timely manner, when such services are necessary to provide meaningful access to individuals with limited English proficiency. Upon request, DMAHS will assist the CWA when possible to provide the alternate formats and translated documents.

4. PRIVACY, CONFIDENTIALITY and DATA SECURITY MEASURES:

a. **PRIVACY AND CONFIDENTIALITY:** CWA acknowledges that Social Security Administration (SSA) records and Federal Tax Information (FTI) records, as well as Medicaid and CHIP records, are confidential and require safeguarding. The CWA agrees that it will not disclose SSA or FTI records even when authorized by the beneficiary and will use these records only for determining eligibility. CWA will advise all staff that failure to safeguard SSA and FTI records can subject the CWA, its employees and its workforce to civil and criminal sanctions under Federal and State laws. CWA agrees keep all applicant and beneficiary information for DMAHS's programs (including information about an individual not applying that is necessary for the application of another person) confidential and will use appropriate physical, technical and administrative safeguards to protect the privacy and security of such information consistent with 42 C.F.R. 431.300 et seq., 42 C.F.R. 457.1110, 45 C.F.R. 155.260 and N.J.A.C. 10:49-9.7 and other applicable Federal or State statutes and rules requiring safeguarding including those laws and requirements set forth in Appendix C. CWA agrees to enact and maintain safeguards necessary to protect these records and prevent the unauthorized or inadvertent access to, duplication of, or disclosure of SSA records, FTI records and any applicant or beneficiary personally identifiable information consistent with Appendix C.

b. **DATA SECURITY MEASURES:** CWA agrees to establish, maintain, comply with and use the most current privacy and security measures to protect DMAHS applicant and beneficiary information and data as set forth in Appendix C. DMAHS agrees to provide resources to CWA to assist with compliance activities.

5. TRAINING AND TECHNICAL ASSISTANCE: DMAHS's Office of Eligibility Policy and its field staff will provide assistance and guidance related to eligibility determinations by CWA, and will provide certain eligibility training for CWA trainers as necessary. CWA shall have staff trainers to provide DMAHS's trainings to the CWA staff. CWA shall be responsible for timely training all CWA users and workforce, maintaining records of such training, and promptly training new staff as needed for activities performed under this MOU. CWA agrees to provide Eligibility and County Operations training to CWA staff as needed. CWA agrees to provide all annual or biennial training to CWA Users and CWA staff including:

- Biennial NVRA training after initial training (within 60 days of start date);
- Annual HIPAA privacy training;
- Annual securing the workplace training;
- Annual IRS training in FTI (for those with any access to FTI; available from IRS online); and
- Any other training required by County, State or federal government for the functions performed by the CWA.

6. QUALITY CONTROL. CWA agrees to provide files requested by DMAHS's Bureau of Quality Control, and respond to emailed 551B letters outlining findings in case

reviews within 10 days of receipt of the 551B letter. CWA agrees to scan case files into the document imaging system within 10 days of request from DMAHS.

The CWA agrees to comply with DHS's quality control and oversight including any reporting requirements as directed by DHS, in accordance with 42 C.F.R. 431.10(d)(2); failure to comply timely will forfeit the CWA's opportunity to have errors and deficiencies reversed.

7. **ADDITIONAL AGREEMENTS:** The Parties may enter into additional agreements with each other that supplement this MOU, including agreements on inter-agency payments and specific procedures to effectuate and accomplish the purposes of this MOU.
8. **RECORDS:** The books, records, documents, financial statements and accounting procedures and practices of the CWA or any subcontractor relevant to this MOU shall be subject to inspection, examination and audit by the State, DMAHS, the N.J. Department of Law and Public Safety, the N.J. Office of the State Comptroller, the Office of Legislative Services, the Comptroller General of the United States, the Internal Revenue Services, the Social Security Administration, the U.S. Department of Health and Human Services, or any authorized agents of those entities, and any other entity authorized by law to review such records.
9. **NO ASSIGNMENT:** The CWA shall not assign, subcontract, transfer, or delegate any rights or responsibilities under this MOU without the prior and ongoing written consent of DMAHS.
10. **INVALIDITY:** In the event that any provision of this MOU is rendered invalid or unenforceable by any federal or State law, or State or federal court with jurisdiction, said provision(s) hereof will be immediately void and may be re-negotiated for the sole purpose of rectifying the non-compliance. The remainder of the provisions of this MOU that are not in question shall remain in full force and effect.
11. **PERFORMANCE:** Failure by either party to exercise any right or demand performance of any obligation under this MOU shall not be deemed a waiver of such right or obligation.
12. **GOVERNING LAW:** This MOU shall be construed and interpreted according to the laws of the State of New Jersey.
13. **ENTIRE UNDERSTANDING:** This MOU constitutes the entire understanding among the Parties and may only be modified by a written amendment signed by the Parties. Neither Party has made representations, warranties, or promises outside of this MOU. This MOU takes precedence over any other documents that may be in conflict with it.
14. **PURPOSE, AMENDMENT, THIRD PARTY BENEFICIARIES:** This MOU is being entered into for the sole purpose of evidencing the mutual understanding and

intention of the parties. It may be amended, modified, and supplemented at any time by mutual consent in writing signed by the Parties. There are no third-party beneficiaries of this MOU.

15. COUNTERPARTS: This MOU may be executed in counterpart on separate signature pages and each fully signed MOU shall be enforceable.

THEREFORE, the Parties hereto have caused this MOU to be signed on the dates set forth below:

Signed: _____ Date: _____
Kathleen Doyle, Director,
Gloucester County Division of Social Services

Signed: _____ Date: _____
Jennifer Langer Jacobs, Assistant Commissioner
Division of Medical Assistance & Health Services
New Jersey Department of Human Services

APPENDIX A
TO THE
MOU BETWEEN DHS AND CWA REGARDING THE ADMINISTRATION OF
DMAHS PROGRAMS INCLUDING THE NEW JERSEY MEDICAID AND
CHILDREN'S HEALTH INSURANCE PROGRAMS

Full Time Equivalent Employee Template
Submission required no later than April 1 of each budget year

MAP UNIT DEDICATED STAFFING						
First Name	Last Name	Title	Supervisor	Annual Salary	% Time Charged to MAP	Salary Charged to MAP
Diane	Getsinger	Adm Supvr of IM	Kathleen Doyle	\$ 113,768.00	100%	\$ 113,768.00
Marie	Macmullen	Clerk 1	Jenai Davis	\$ 39,688.00	100%	\$ 39,688.00
Kapree	Clark	HS Aide	Jenai Davis	\$ 40,637.00	100%	\$ 40,637.00
James	Defrancesco	HS Aide	Lynda Kerr	\$ 40,637.00	100%	\$ 40,637.00
Jamie	Vespar	HS Aide	Lynda Kerr	\$ 40,637.00	100%	\$ 40,637.00
Judith	Alberta	HSS1	Lori Holmes	\$ 62,863.00	100%	\$ 62,863.00
Shelly	Bailey-Farmer	HSS1	Lynda Kerr	\$ 62,237.00	100%	\$ 62,237.00
Kathleen	Caltabiano	HSS1	Lori Holmes	\$ 52,532.00	100%	\$ 52,532.00
Deneene	Cunli	HSS1	Lynda Kerr	\$ 65,212.00	100%	\$ 65,212.00
Frank	Gurcsik	HSS1	Lynda Kerr	\$ 48,585.00	100%	\$ 48,585.00
Lillian	Palladino	HSS1	Lori Holmes	\$ 51,436.00	100%	\$ 51,436.00
Jermaine	Ruffin	HSS1	Lori Holmes	\$ 49,088.00	100%	\$ 49,088.00
Linda	Slavek	HSS1	Lori Holmes	\$ 46,738.00	100%	\$ 46,738.00
Michelle	Snyder	HSS1	Jenai Davis	\$ 52,375.00	100%	\$ 52,375.00
Jackie	Tillman	HSS1	Lynda Kerr	\$ 46,895.00	100%	\$ 46,895.00
John	Wilcox	HSS1	Jenai Davis	\$ 52,062.00	100%	\$ 52,062.00
Edmund	Bamford	Human Services Spec 2	Jenai Davis	\$ 60,993.00	100%	\$ 60,993.00
Mathew	Carrey	Human Services Spec 2	Lynda Kerr	\$ 58,274.00	100%	\$ 58,274.00
Marie	Bonanno	Human Services Spec 3	Lori Holmes	\$ 79,432.00	100%	\$ 79,432.00
Carla	Maggio	Human Services Spec 3	Jenai Davis	\$ 75,637.00	100%	\$ 75,637.00
Shirley	Martin	Human Services Spec 3	Jenai Davis	\$ 76,036.00	100%	\$ 76,036.00
Donald	Mobley	Human Services Spec 3	Lynda Kerr	\$ 75,637.00	100%	\$ 75,637.00
Kisha	Sanders-Ziegler	Human Services Spec 3	Lynda Kerr	\$ 77,235.00	100%	\$ 77,235.00
Jenai	Davis	Human Services Spec 4	Diane Getsinger	\$ 96,347.00	100%	\$ 96,347.00
Lori	Holmes	Human Services Spec 4	Diane Getsinger	\$ 89,639.00	100%	\$ 89,639.00
Linda	Lonabaugh	Human Services Spec 4	Kathy Connolly	\$ 96,347.00	100%	\$ 96,347.00
Diane	Marker	Sr Clerk Typist	Lori Holmes	\$ 51,095.00	100%	\$ 51,095.00
Emily	Calfio	HSS1	Lori Holmes	\$ 52,532.00	95%	\$ 49,905.40
Trisha	Brattelli	Clerk 4	Gerri Hammer	\$ 71,896.00	56%	\$ 40,261.76
James	Butch	HSS1	Jenai Davis	\$ 65,212.00	50%	\$ 32,606.00
Camille	Duren	Human Services Spec 2	Linda Lonabaugh	\$ 87,899.00	50%	\$ 43,949.50
Judith	Rausenberger	Human Services Spec 2	Linda Lonabaugh	\$ 85,822.00	50%	\$ 42,911.00
Antoinette	Blue	Clerk 3	Trisha Brattelli	\$ 62,106.00	16%	\$ 9,936.96
Nicole	Harris	Human Services Spec 3	Terry Knapp	\$ 83,228.00	15%	\$ 12,484.20
Mary Ellen	Taylor	Keyboard clerk 2	Terry Knapp	\$ 51,095.00	6%	\$ 3,065.70
Monica	Barron	Human Services Spec 4	Shane Stevenson	\$ 82,933.00	5%	\$ 4,146.65
Kathleen	Connolly	Admin Supvr of IM	Kathleen Doyle	\$ 113,768.00	5%	\$ 5,688.40
Linda	Spencer	Supvg Clerk Typist	Gerri Hammer	\$ 71,896.00	2%	\$ 1,437.92
	Vacancy	Clerk 1		\$ 46,344.00	37%	\$ 17,147.28
	Vacancy	HS Aide		\$ 40,637.00	100%	\$ 40,637.00
	Vacancy	HS Aide		\$ 40,637.00	100%	\$ 40,637.00
	Vacancy	Technician, MIS		\$ 47,042.00	15%	\$ 7,056.30
				Total Dedicated MAP Salaries Charged to MAP		\$ 2,053,933.07
				Total FTE Count		33.02

APPENDIX B
TO THE
MOU BETWEEN DHS AND CWA REGARDING THE ADMINISTRATION OF
DMAHS PROGRAMS INCLUDING THE NEW JERSEY MEDICAID AND
CHILDREN'S HEALTH INSURANCE PROGRAMS

DMAHS Eligibility Determination Incentive and Penalty Payment Program

Effective January 1, 2020 and continuing until DMAHS notifies CWA in writing of a new Eligibility Determination Incentive and Penalty Payment Program and modification to this Appendix B, the DMAHS Eligibility Determination Incentive and Penalty Payment Program shall be as follows:

1. **Redetermination Timeliness** - The redetermination report in DMAHS's Shared Data Warehouse will be used for the calculation of the completed redetermination rate and the calculation will be based on the average monthly completed redeterminations during the entire quarter.
 - a) For the period January 1, 2020 to March 31, 2020, a payment of \$30 will be made for each eligible case.
 - b) For the period April 1, 2020 to September 30, 2020, payment will be made depending on the county's performance with respect to timely redetermination for the quarter, as follows:
 - 95% or greater: \$35 for each eligible case
 - 85% or greater but less than 95%: \$30 for each eligible case
 - Less than 85%: \$25 for each eligible case
 - c) For the period October 1, 2020 to December 31, 2020, payment will be made depending on the county's performance with respect to timely redetermination for the quarter, as follows:
 - 95% or greater: \$40 for each eligible case
 - 85% or greater but less than 95%: \$30 for each eligible case
 - Less than 85%: \$20 for each eligible case
 - d) Example:
 - April redetermination percentage: 96%
 - May redetermination percentage: 94%
 - June redetermination percentage: 94%
 - Average for quarter: $(96+94+94)/3 = 94.67\%$
 - **94.67% qualifies county for \$30 per eligible case**
 - e) The average quarterly value will not be rounded.
 - f) Beginning April 1, 2020, this incentive is available only if there are no redeterminations 2 years or greater past due for that county.
2. **Information Technology Platform** – Integrated Eligibility System performance reports will be used to determine the sum of applications submitted by the CWA.
 - a) For the period January 1, 2020 to June 30, 2020, the CWA will be paid \$10 per paper application data-entered and submitted into the Worker Portal.

- b) For the period July 1, 2020 to December 31, 2020, the CWA will be paid \$5 per paper application data-entered and submitted into the Worker Portal.
 - c) There is a statewide cap of \$1,500,000 on this incentive payment. Once the statewide cap is reached for entering applications into the Worker Portal by all CWAs who are entering applications into the Worker Portal, no additional payments will be available for this activity.
3. **Initial/New Application Processing Time** – Integrated Eligibility System performance reports will be used for the calculation of the initial application processing time. This includes only applications entered into the Integrated Eligibility System after January 1, 2020.
- a) Beginning July 1, 2020, a bonus payment of \$10,000 per quarter will be paid to CWA for processing 100% of initial applications within federal timelines.
 - b) This incentive is available only if processing times are met for all MAGI and ABD cases for the quarter.

No incentive payments will be paid to CWA for activity performed on or after January 1, 2020 if CWA does not have this signed MOU with DMAHS by June 30, 2020 containing the new Eligibility Determination Incentive and Penalty Payment Program.

If the CWA signs the MOU with DMAHS on or after July 1, 2020, the CWA will not be eligible for any payments for activities between January 1, 2020 and June 30, 2020. All prior incentive payments methodologies cease as of December 31, 2019 and no further incentive payments will be made under prior payment methodologies for activity performed on or after January 1, 2020. For MOUs executed on or after July 1, 2020 incentive payments will be paid for the quarter the signed MOU is received by the State.

APPENDIX B-1
TO THE
MOU BETWEEN DHS AND CWA REGARDING THE ADMINISTRATION OF
DMAHS PROGRAMS INCLUDING THE NEW JERSEY MEDICAID AND
CHILDREN'S HEALTH INSURANCE PROGRAMS

DMAHS Eligibility Determination Incentive and Penalty Payment Program

Emergency Terms for Appendix B due to COVID-19

Effective January 1, 2020 and for calendar year 2020, this Appendix B-1 temporarily replaces the original Appendix B. These emergency terms were necessitated by appropriate prioritization as a result of COVID-19. Incentive #1 is changed, while Incentives #2 and #3 remain unchanged, however, all incentives (1, 2, and 3) under Appendix B-1 for calendar year 2020 are subject to a county specific cap of 105% of 2019 calendar year payments to CWA under the previous \$35.80 per case payment plan ("cap"), and, for each CWA that signs the MOU prior to July 1, 2020, a county specific floor of 75% of total calendar year 2019 payments to CWA under the previous \$35.80 per case payment plan ("floor"). The floor will only apply to those CWAs that execute the MOU by June 30, 2020. The 2020 incentive #1 will no longer incentivize redeterminations but will focus instead on determining initial eligibility and ongoing administration of active eligibility. The provisions of this 2020 incentive are defined as follows:

- 1. Initial Eligibility Determination and Ongoing Administration of Active Eligibility –**
This incentive payment focuses on processing applications to address enrollment increases and current beneficiary eligibility, and the need to promptly determine and promptly administer eligibility for Medicaid and CHIP individuals who receive eligibility through the CWA. **This incentive is contingent on adoption of the MAGI worker portal by June 30, 2020 and adoption of the ABD worker portal within 90 days of its implementation.**

Subject to the above described cap and floor for all calendar year 2020 incentive payments to CWA, an incentive payment of \$5 per individual as of the last day of the quarter, as reported in the Medicaid Eligibility System, will be paid to the CWA based on the county of supervision. This payment will be for determining initial eligibility and ongoing administration.

For example, if the CWA has 20,000 individuals under its supervision as of the last day of the quarter, the incentive payment for incentive #1 for that quarter would be \$100,000 (20,000 individuals x \$5 per individual = \$100,000), **subject to the cap and the floor, set forth above, for total (incentives 1,2 and 3) calendar year 2020 incentive payments.** This incentive payment based on the individuals under supervision, plus other incentive payments under this MOU, would be paid quarterly until the CWA reaches the above described cap.

Once the CWA reaches its cap, no further payments will be made in calendar year 2020. If calendar year 2020 payments do not reach the above described floor, and the MOU is executed prior to July 1, 2020, additional payments will be made with the last calendar quarter payment to reach the floor.

- 2. Information Technology Platform** – Integrated Eligibility System performance reports will be used to determine the sum of applications submitted by the CWA.
- a) For the period January 1, 2020 to June 30, 2020, the CWA will be paid \$10 per paper application data-entered and submitted into the Worker Portal.
 - b) For the period July 1, 2020 to December 31, 2020, the CWA will be paid \$5 per paper application data-entered and submitted into the Worker Portal.
 - c) There is a statewide cap of \$1,500,000 on this incentive payment. Once the statewide cap is reached for entering applications into the Worker Portal by all CWAs who are entering applications into the Worker Portal, no additional payments will be available for this activity.
- 3. Initial/New Application Processing Time** – Integrated Eligibility System performance reports will be used for the calculation of the initial application processing time. This includes only applications entered into the Integrated Eligibility System after January 1, 2020.
- a) Beginning July 1, 2020, a bonus payment of \$10,000 per quarter will be paid to CWA for processing 100% of initial applications within federal timelines.
 - b) This incentive is available only if processing times are met for all MAGI and ABD cases for the quarter.

No incentive payments will be paid to CWA for activity performed on or after January 1, 2020 if CWA does not have this signed MOU with DMAHS by June 30, 2020 containing the new Eligibility Determination Incentive and Penalty Payment Program.

If the CWA signs the MOU with DMAHS on or after July 1, 2020, the CWA will not be eligible for any payments for activities between January 1, 2020 and June 30, 2020. All prior incentive payment methodologies cease as of December 31, 2019 and no further incentive payments will be made under prior payment methodologies for activity performed on or after January 1, 2020. For MOUs executed on or after July 1, 2020, incentive payments will be paid for the quarter the signed MOU is received by the State, but the floor described above will not apply to the incentive payments.

This Appendix B-1 shall be appended to the original MOU. At the expiration of this Appendix B-1 (*on December 31, 2020*), the original Appendix B and any other updates made by DMAHS not including this Appendix B-1, will be in effect.

APPENDIX C
TO THE
MOU BETWEEN DHS AND CWA REGARDING THE ADMINISTRATION OF
DMAHS PROGRAMS INCLUDING THE NEW JERSEY MEDICAID AND
CHILDREN'S HEALTH INSURANCE PROGRAMS

Definitions,
Privacy and Confidentiality Requirements, and
Data Security Measure to Be Followed

a. AGREEMENT DEFINITIONS:

Authorized Representative means an individual who acts on behalf of an applicant or beneficiary and meets the requirements set forth at 42 C.F.R. 435.923.

Breach means the compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, loss of control, or any similar terms or phrases that refer to situations where persons other than authorized users, for other than an authorized purpose, have access to personally identifiable information whether physical or electronic.

Federal Tax Information or FTI or Return information means information as defined under Section 6103(b)(2)(A) of the Internal Revenue Code and in Internal Revenue Service (IRS) Publication 1075, as any information collected or generated by the IRS with regard to any person's liability or possible liability under the Internal Revenue Code. It includes, but is not limited to, information, including the tax return, which IRS obtained from any source or developed through any means that relates to the potential liability of any person under the Internal Revenue Code for any tax, penalty, interest, fine, forfeiture, other imposition or offense; information extracted from a return including names of dependents or the location of business, taxpayer's name, address and identification number, information collected by the IRS about any person's tax affairs whether a return was filed, under examination, or subject to other investigation or processing, including collection activities; and information contained on transcripts of accounts.

Incident means a violation or imminent threat of violation of security policies, acceptable use policies, or standard security practices. This includes attempts (including both failed or successful) to gain unauthorized access to a system or its data, unwanted disruption, the unauthorized use of a system for the processing or storage of data; and change to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction. Certain adverse events (e.g., floods, fires, electrical outages, excessive heat, etc.) can cause system crashes but are not considered

Incidents. An Incident becomes a Breach when there is loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access or any similar term referring to situations where persons other than authorized users and for other than an authorized purpose have access to personally identifiable information or personal health information, whether physical or electronic.

PII or Personally Identifiable Information refers to information about an individual,

- (1) that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and
- (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

Examples of PII include, but are not limited to:

- Name, such as full name, maiden name, mother's maiden name, or alias
- Personal identification number, such as social security number (SSN), passport number, driver's license number, taxpayer identification number, or financial account or credit card number
- Address information, such as street address or email address
- Personal characteristics, including photographic image (especially of face or other identifying characteristic), fingerprints, handwriting, or other biometric data (e.g., retina scan, voice signature, facial geometry)
- Information about an individual that is linked or linkable to one of the above (e.g., date of birth, place of birth, race, religion, weight, activities, geographical indicators, employment information, medical information, education information, financial information).

PII includes social security numbers and social security records.

Protected Health Information or PHI means any information, including genetic information, whether oral or recorded in any form or medium, that:

- (1) is created or received by a health care provider, health plan such as DMAHS or a managed care organization, or health care clearinghouse; and
- (2) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.

b. PRIVACY AND CONFIDENTIALITY REQUIREMENTS:

SSA and FTI data about applicants and beneficiaries can only be used for determining eligibility and cannot be otherwise used or disclosed, even when authorized by the applicant or beneficiary. Disclosure of Medicaid or CHIP applicant or beneficiary information, other than SSA records and FTI, must be authorized prior to disclosure and be disclosed only to the applicant or beneficiary or their Authorized Representative, to an individual or entity that the applicant or beneficiary or their Authorized Representative authorizes to receive

specific information, or to those with which the CWA has agreements to protect the privacy and security of such disclosures consistent with the standards applicable to DMAHS and for the purpose of determining eligibility under this MOU. The CWA agrees that it will keep all applicant and beneficiary information for DMAHS's programs (including information about an individual not applying that is necessary for the application of another person) confidential and will use appropriate physical, technical and administrative safeguards to protect the privacy and security of such information consistent with 42 C.F.R. 431.300 et seq., 42 C.F.R. 457.1110, 45 C.F.R. 155.260 and N.J.A.C. 10:49-9.7 and any other Federal or State statute and rule requiring confidentiality including, but not limited to, the following:

1. The federal Medicaid Act at 42 U.S.C. 1396 et seq.; 42 C.F.R. 430 et seq.; in particular 42 U.S.C. 1396a(a)(7) and 42 C.F.R. 431.300 et seq.
2. The federal State Children's Health Insurance Program at 42 U.S.C. 1397aa et seq., and its rules at 42 C.F.R. 457, especially 42 C.F.R. 457.1110.
3. The Patient Protection and Affordable Care Act of 2010 as amended by the HealthCare and Education Reconciliation Act referred to collectively as the Affordable Care Act, and its implementing regulations at 42 C.F.R. 431, 435, 457 and 45 C.F.R. 155-157, including the privacy and security rule at 45 C.F.R. 155.260 (with penalties at 45 C.F.R. 155.285).
4. The Information Exchange Agreement between the Social Security Administration and the State of New Jersey, Department of Human Services.
5. IRS federal tax information rules at 26 U.S.C. 6103 and IRS Publication 1075.
6. The Health Insurance Portability and Accountability Act (HIPAA, codified at 42 U.S.C. 300gg et seq., and 42 U.S.C. 1320d et seq.) and Health Information Technology for Economic and Clinical Health (HITECH) Act, enacted as part of the American Recovery and Reinvestment Act of 2009, with regulations at 45 C.F.R. parts 160, 162, and 164.
7. Substance Use Disorder Patient Record protections at 42 U.S.C. 290dd-2 and regulations at 42 C.F.R. 2.1 et seq.
8. N.J.S.A. 26:5C-5 and -7 regarding confidentiality of AIDS or HIV infection records.
9. N.J.S.A. 9:6-8.10a regarding confidentiality of records of child abuse reports.
10. N.J.S.A. 10:5-47 regarding confidentiality of genetic testing and information.
11. N.J.S.A. 26:4-41 regarding confidentiality of sexually transmitted disease information.

12. N.J.S.A. 30:4-24.3 regarding confidentiality of services received by a client in a DHS non-corrections institution, with regulations at N.J.A.C. 10:41-2.1 and 4.1.
13. The New Jersey Medical Assistance and Health Services Act at N.J.S.A. 30:4D-1 et seq., and its rules at N.J.A.C. 10:49-1.1 et seq. In particular, the Medicaid confidentiality rule is at N.J.A.C. 10:49-9.7.
14. N.J.S.A. 44:10-47 regarding confidentiality of Supplemental Nutrition Assistance Program and for Work First New Jersey program information.
15. N.J.S.A. 54:4-2.42 regarding the confidential nature of State tax return information.
16. N.J.S.A. 56:8-161 to 164 regarding customer records and display of social security records.
17. The Open Public Records Act (N.J.S.A. 47:1A-1 et seq.).
18. CWA acknowledges that SSA records, information or data regarding individuals are confidential and require safeguarding. SSA records may only be used for determining eligibility for Medicaid and CHIP. Failure to safeguard SSA records can subject the CWA and its employees and workforce to civil and criminal sanctions under Federal and State laws including the Federal Privacy Act at 5 U.S.C. 552a; Social Security Act sections 205 and 1106 (see 42 U.S.C. 405(c)(2)(C)(viii) and 42 U.S.C. 1306, respectively); and N.J.S.A. 56:8-164. The CWA shall train all workforce that SSA records can only be used for determining Medicaid and CHIP eligibility, the standard for safeguarding, the requirement of reporting breaches and improper disclosure of SSA records immediately and within 24 hours, and the penalties for improper use and disclosure. CWA shall ensure that all persons who will handle or have access under this MOU to any SSA records will be advised of the confidentiality of the records; the safeguarding requirements to protect the records and prevent unauthorized access, handling, duplication and re-disclosure of the SSA records; the breach reporting requirements, and the civil and criminal sanctions for failure to safeguard the SSA records (subject to SSA changes: civil penalties and costs of prosecution; criminal penalties of \$5,000 and misdemeanor). The CWA agrees to enact and/or maintain safeguards necessary to protect these records and prevent the unauthorized or inadvertent access to, duplication of or disclosure of a Social Security number or other SSA records.

c. DATA SECURITY MEASURES TO BE FOLLOWED:

CWA agrees to protect the privacy and security of its Medicaid and CHIP data consistent with the following security guidelines:

1. Centers for Medicare and Medicaid Services' Minimum Acceptable Risk Standards for Exchanges (MARS-E) version 2.0 or latest version, currently found at: <https://www.cms.gov/CCIIO/Resources/Regulations-and-Guidance/> .
2. National Institute for Standards and Technology current guidance. See <https://csrc.nist.gov/>.
3. The Federal Information Security Management Act of 2002 as amended by the Federal Information Security Modernization Act of 2004.
4. State of New Jersey Office of Information Technology, Information Security Policies, <http://www.state.nj.us/it/business/index.shtml#policies> . as updated, and the New Jersey Office of Homeland Security and Preparedness Statewide Information Security Manual as updated, https://www.nj.gov/it/docs/ps/NJ_Statewide_Information_Security_Manual.pdf .

CWA agrees to use the following security measures:

5. The CWA shall limit access to its electronic systems and to its data containing applicant and beneficiary information for DMAHS programs to only those authorized CWA workforce members who need DMAHS applicant and beneficiary data to perform their job duties consistent with this MOU. In this Appendix C, DMAHS electronic systems and data with DMAHS applicant and beneficiary information will be referred to as “**DMAHS PII.**” Information about applicants and beneficiaries on non-electronic records (paper, phone) is also referred to as DMAHS PII. CWA workforce members who need to access DMAHS PII to perform their job duties under this MOU are referred to in this Appendix C as “**CWA Users.**”
6. CWA shall use appropriate administrative safeguards to protect DMAHS PII. CWA User access limitations shall include role-based access limits. CWA shall have a written access policy. CWA Users granted access to a DMAHS PII shall be advised of the confidential nature of the data, the safeguards required to protect the data, and the civil and criminal sanctions for noncompliance with the confidentiality requirements contained in applicable State and federal laws. Access to DMAHS PII should always be limited to the minimum necessary to accomplish the official job duty or task. A warning banner providing notice of the confidentiality of DMAHS PII must be displayed when accessing eligibility or other DMAHS PII.
7. CWA shall implement and maintain appropriate physical security and storage safeguards to protect the DMAHS PII from loss, theft or inadvertent disclosure. CWA shall ensure that data containing DMAHS PII shall be physically and technologically secure from access by unauthorized persons during work hours and non-work hours, and when not in use (door locks, card keys, biometric identifiers, other appropriate protections.). Fax machines and printers that may receive PII shall be secured by appropriate physical barriers. DMAHS PII shall be accessed and used in such a way that unauthorized persons cannot retrieve any DMAHS PII data by means of computer, remote terminal or other means. DMAHS PII will only

be transported by authorized CWA Users. Laptops and other electronic devices and media containing DMAHS PII must encrypt and password-protect the DMAHS PII. Storing DMAHS PII on movable devices is to be avoided. Accessing DMAHS PII by CWA Users outside of normal work locations is to be avoided. DMAHS PII should not be included in emails and further cannot be sent by email outside of the CWA secure email system unless encryption is used (such as the State's Datamotion system). CWA Users will only send emails containing DMAHS PII (using encryption as appropriate) to persons authorized to receive DMAHS PII at authorized email addresses. CWA will establish appropriate safeguards for DMAHS PII by performing, and annually updating, a risk-based security assessment. In cases involving FTI, CWA Users and agents must comply with IRS Publication 1075's rules and restrictions on use and disclosure of FTI and emailing FTI.

- i. When sending or receiving faxes containing PII or printing documents containing PII:
 - Fax machines and printers must be located in a locked room, and for faxes, there must be a trusted staff member having custodial coverage over outgoing and incoming transmissions;
 - For faxes, accurate broadcast lists and other preset numbers of frequent fax recipients must be maintained; and
 - For faxes, a cover sheet must be used that explicitly provides guidance to the recipient that includes a notification of the sensitivity of the data and the need for protection, and a notice to unintended recipients to telephone the sender (collect if necessary) to report the disclosure and confirm destruction of the information.
8. CWA agrees to implement and maintain appropriate technical safeguards. CWA agrees that DMAHS PII will be processed under the immediate supervision and control of authorized personnel to protect the confidentiality of the data in such a way that unauthorized persons cannot retrieve any such data by means of computer, remote terminal, or other means. CWA Users must enter personal identification numbers when accessing DMAHS PII on electronic systems. CWA will strictly limit authorized access to those electronic data areas necessary for CWA Users to perform his or her official duties.
9. IRS Safeguards. For FTI, CWA agrees to maintain all tax return information sourced from the IRS in accordance with IRC section 6103(p)(4) and comply with the safeguard requirements set forth in IRS Publication 1075, "Tax Information Security Guidelines for Federal, State and Local Agencies," which is the IRS published guidance for security guidelines and other safeguards for protecting return information pursuant to 26 C.F.R. 301.6103(p)(4)-1. In addition, IRS safeguarding requirements require CWA, if it receives FTI (for example, through the IEVS or Iacquire system), to:
 - i. Establish a central point of control for all requests for and receipt of FTI, and maintain a log to account for all subsequent disseminations and products made with/from that information, and movement of the

- information until destroyed, in accordance with Publication 1075, section 3.0.
- ii. Establish procedures for secure storage of FTI consistently maintaining two barriers of protection to prevent unauthorized access to the information, including when in transit, in accordance with Publication 1075, section 4.0.
 - iii. Consistently label FTI to make it clearly identifiable and to restrict access by unauthorized individuals. Any duplication or transcription of FTI creates new records which must also be properly accounted for, logged and safeguarded. FTI should not be commingled with other CWA records unless the entire file is safeguarded in the same manner as required for FTI and the FTI within is clearly labeled in accordance with Publication 1075, section 5.0.
 - iv. Restrict access to FTI solely to officers, employees, agents and contractors of CWA whose duties require access. Prior to access, CWA must evaluate which personnel require such access. Authorized individuals may only access FTI to the extent necessary to perform services related to this MOU, in accordance with Publication 1075, section 5.0.
 - v. Ensure, in accordance with Publication 1075, section 5.1.1, prior to access, that officers, employees, agents or contractor personnel who require access to FTI for their job duties, successfully undergo the background investigation (including fingerprinting and criminal background check) required by IRS Publication 1075, consistent with State law (P.L. 2017, c.179), coordinated through the DHS Central Fingerprint Unit consistent with DHS policy, that it is completed for any individual who will have access to FTI, and that a reinvestigation is conducted within 10 years at a minimum. DHS Central Fingerprint Unit must also be notified when an individual no longer has access to FTI for their job duties (for example, when individuals retire or get promoted to different positions) and no longer requires updating of the background investigation required by this paragraph (CFU can be reached at 609-292-0207 or 609-292-1617).
 - vi. Prior to initial access to FTI and annually thereafter, ensure that employees, officers, agents and contractors that will have access to FTI receive security awareness training regarding the confidentiality restrictions applicable to the FTI and certify acknowledgment in writing that they are informed of the criminal penalties and civil liability provided by section 7213, 7213A, and 7431 of the Internal Revenue Code for any willful disclosure or inspection of FTI that is not authorized by the Internal Revenue Code in accordance with Publication 1075, section 6.0.
 - vii. Cooperate with DHS in DHS submitting annually a comprehensive Safeguard Security Report required by IRS Publication 1075, that fully describes the procedures established for ensuring the confidentiality of FTI; addresses all outstanding areas for improvement; accurately and completely reflects the current physical and logical environment for the receipt, storage, processing and transmission of FTI; accurately reflects the security controls in place to protect FTI in accordance with Publication 1075 and a commitment to protect FTI;

- viii. Report suspected unauthorized inspection or disclosure of FTI within 24 hours of discovery to DMAHS for reporting to the IRS in accordance with Publication 1075, section 10.0, and cooperate with investigators from state or federal government, providing data and access as needed to determine the facts and circumstances of the incident; support site review to assess compliance with Publication 1075 requirements by means of manual and automated compliance and vulnerability assessment testing, including coordination with information technology divisions to secure preapproval, if needed, for automated system scanning and to support timely mitigation of identified risks to FTI in a Corrective Action Plan for as long as FTI is received or retained.
- ix. Ensure that FTI is properly destroyed or returned to the IRS when no longer needed based on established CWA record retention schedules in accordance with Publication 1075, section 8.0, or after such longer time as required by applicable law.
- x. Conduct periodic internal inspections of activities where FTI is maintained to ensure IRS safeguarding requirements are met and permit the IRS access to such facilities as needed to review the extent to which CWA is complying with requirements.
- xi. Ensure information systems processing FTI are compliant with Section 3544(a)(1)(A)(ii) of the Federal Information Security Management Act of 2002 (FIMSA). CWA will maintain written documentation that fully describes the systems and security controls established at moderate impact level in accordance with National Institute of Standards and Technology (NIST) standards and guidance. Required security controls for systems that receive, process, store and transmit FTI are provided in Publication 1075 section 9.0.
- xii. Ensure that contracts with contractors and subcontractors performing work involving FTI under the MOU contain specific language requiring compliance with IRC section 6103(p)(4) and Publication 1075 safeguard requirements and enforce DMAHS's right, CMS's right and IRS's right to access contractor and subcontractor facilities to conduct periodic internal inspections where return information is maintained to ensure IRS safeguarding requirements are met.
- xiii. Officers, employees and agents who inspect or disclose FTI obtained pursuant to this MOU in a manner or for a purpose not authorized by 26 U.S.C. 6103 are subject to the criminal sanction provisions of 26 U.S.C. sections 7213 and 7213A, and 18 U.S.C. section 1030(a)(2), as may be applicable. In addition, CWA may be required to defend a civil damages action under section 7431. Criminal Penalties subject to IRS changes: section 7213 specifies that willful unauthorized disclosure of returns or return information by an employee or former employee is a felony. The penalty can be a fine of up to \$5,000 or up to five (5) years in jail, or both, plus costs of prosecution. Under section 7213A, willful unauthorized access or inspection of taxpayer records by an employee or former employee is a misdemeanor. This applies to both paper documents and electronic

information. Violators can be subject to a fine of up to \$1,000 and/or sentenced to up to one year in prison. Civil Penalties subject to IRS changes: A taxpayer whose return or return information has been knowingly or negligently inspected or disclosed by an employee in violation of section 6103 may seek civil damages. Section 7431 allows a taxpayer to institute action in district court for damages where there is unauthorized inspection or disclosure. If the court finds there has been an unauthorized inspection or disclosure, the taxpayer may receive damages of \$1,000 for each unauthorized access or disclosure, or actual damages, whichever is greater, plus punitive damages (in the case of willful or gross negligence), and costs of the action (which may include attorney's fees). There is no liability under section 7431 if the disclosure was the result of a good faith but erroneous interpretation of section 6103

- xiv. Allow the IRS to conduct periodic safeguard reviews of the CWA to assess whether security and confidentiality of FTI is maintained consistent with the safeguarding protocols described in Publication 1075. Periodic safeguard reviews will involve the inspection of CWA facilities and contractor facilities where FTI is maintained, the testing of technical controls for computer systems sorting, processing or transmitting FTI, review of CWA recordkeeping policies and interviews of CWA employees and contractor employees as needed to verify the use of FTI and assess the adequacy of procedures established to protect FTI.
 - xv. Recognize and treat all FTI records and related communications as IRS official agency records; understand that they are property of the IRS, and that IRS records are subject to disclosure restrictions under federal law and IRS rules and regulations and may not be released publicly under the Open Public Records Act (N.J.A.C. 47:1A-1 et seq.), and that any requestor seeking access to IRS records should be referred to the federal Freedom of Information Act (FOIA) statute (5 U.S.C. 552) and the IRS. If the CWA determines that it is appropriate to share FTI documents and related communications with another governmental entity for the purposes of operational accountability or to further facilitate the protection of FTI, that the recipient governmental entity must be made aware, in unambiguous terms, that FTI and related IRS communications are property of the IRS and that they constitute IRS official agency records, that any request for the release of IRS records is subject to disclosure restrictions under federal law and IRS rules and regulations, and that any requestor seeking access to IRS records should be referred to the federal Freedom of Information Act (FOIA) statute. Federal agencies in receipt of FOIA requests for FTI and related IRS communications must forward them to the IRS for reply.
10. IRS and DMAHS PII Incident Handling and Reporting. In regard to FTI, SSA records, and DMAHS PII, CWA shall comply with DHS's formal written policies and procedures for responding to privacy and security incidents, breaches and the required breach notification procedures in accordance with state and federal law, MARS-E, IRS, SSA and CMS guidance. These policies and procedures will

include the scope, roles, responsibilities and how to:

- i. Identify Incidents involving DMAHS PII, SSA records or FTI
 - ii. Report all suspected or confirmed Incidents involving DMAHS PII, SSA records or FTI to the DMAHS Privacy Officer (currently Dianna Rosenheim 588-2700; Dianna.rosenheim@dhs.state.nj.us) and DMAHS Information Security Officer (currently Achuta Nagireddy; achuta.nagireddy@dhs.state.nj.us) immediately upon discovery. This requirement applies to all system environments (e.g., production, pre-production, test, development). Using DMAHS's Incident Reporting Form, the CWA shall report all suspected or confirmed Incidents (including loss or suspected loss involving DMAHS PII, SSA records or FTI) to DMAHS within one hour of discovery for reporting to CMS, SSA and/or the IRS as well as State officials. Privacy and security incidents include suspected or confirmed incidents that involve PII. DMAHS must report a breach or suspected breach to CMS and as required by HIPAA and as required by the New Jersey Office of Information Technology. DMAHS must also report breaches or suspected breaches involving social security numbers and records to the SSA, and DMAHS must report breaches or suspected breaches involving FTI to the IRS. DMAHS will comply with all applicable laws that require the notification of individuals in the event of unauthorized release of PII, PHI, SSA records or FTI, or other event requiring notifications under applicable law.
 - iii. Work with DMAHS to determine the risk level of Incidents involving DMAHS PII, SSA records or FTI, and determine a risk-based response to such Incidents.
 - iv. Work with DMAHS to determine whether breach notification is required, and if so, work with DMAHS to identify appropriate breach notification methods, timing, source, and contents from among different options and bear costs associated with the notice as well as any mitigation.
 - v. Limit the disclosure of information about individuals whose information may have been compromised, misused, or changed without proper authorization, determine the person who improperly disclosed DMAHS PII, SSA records or FTI, and report to authorized federal, state, or local law enforcement investigators in connection with efforts to investigate and mitigate the consequences of any such Incidents.
11. CWA has and follows written policies and procedures regarding the creation, collection, use and disclosure of DMAHS PII (including SSA records and FTI) consistent with State and federal privacy and security requirements. CWA has trained each current CWA User and will timely train any new CWA User in these policies including regarding State and federal Medicaid confidentiality requirements and HIPAA privacy and security requirements including workplace security and incident response, in addition to the required SSA record training and IRS training for FTI access. CWA will annually review and update its written privacy and security policies, and annually refresh staff training in these policies.

12. CWA will restrict access to DMAHS PII, SSA records and FTI to officers, employees and contractors of CWA who have an official purpose for getting access to the data. Any contractor or agent of CWA shall sign an agreement with the same standards as this MOU in order to have any access to DMAHS PII, SSA records and FTI. CWA shall require each CWA User requiring access to the DMAHS PII (including SSA records and FTI) to sign a confidentiality agreement requiring that they maintain the confidentiality of the DMAHS PII, requiring that the CWA User will only access DMAHS PII that is necessary for their job duties, and requiring that such records will be properly stored and destroyed when no longer needed. CWA Users will sign an FTI confidentiality agreement agreeing to follow Publication 1075 requirements if the CWA User has access to FTI.
13. CWA will not use DMAHS PII, SSA records or FTI to extract information concerning individuals for any purpose not allowed by this MOU and federal law.
14. CWA agrees that DMAHS PII is and will remain the property of DMAHS, SSA records are the property of SSA, and FTI records are the property of the IRS. These records will be retained and destroyed consistent with CWA record retention policies.
15. CWA acknowledges that DMAHS's applications and its website will provide notice to applicants and beneficiaries of the use of an individual's PII.
16. CWA acknowledges and will advise CWA Users that any individual who receives information from the CMS Federally Facilitated Marketplace (FFM) or Federal Data Services Hub (FDSH) in connection with an eligibility determination for enrollment in DMAHS's programs (including DMAHS PII provided to CWA under this MOU) and who knowingly and willfully uses or discloses the information in a manner or for a purpose not authorized by 45 C.F.R. 155.260 and Section 1411(g) of the ACA, is potentially subject to the civil penalty provisions of Section 1411(h)(2) of the ACA and 45 C.F.R. 155.285, which carries a fine of up to \$25,000.
17. CWA agrees to provide, pursuant to 5 U.S.C. 552(o)(1)(K), access for the Government Accountability Office (Comptroller General) to all DMAHS PII records as necessary in order to verify compliance with federal requirements.
18. CWA agrees that DMAHS's electronic data systems, including DMAHS PII, are as is. Any inaccuracies in DMAHS data systems that are discovered by the CWA shall be corrected according to procedure or reported to DMAHS's Office of Eligibility Policy if appropriate.
19. CWA understands that access to DMAHS PII is dependent upon the availability of the DMAHS systems functioning and there may be periods of unavailability from time to time due to system maintenance.

20. CWA may use Appendix C-1 or other similar form to track unmet security measures and the plan of action to correct them.

APPENDIX C-1
TO THE
MOU BETWEEN DHS AND CWA REGARDING THE ADMINISTRATION OF
DMAHS PROGRAMS INCLUDING THE NEW JERSEY MEDICAID AND
CHILDREN'S HEALTH INSURANCE PROGRAMS

Gloucester County Division of Social Services Plan of Action

GCDSS Contact:

Name: Kathleen Doyle

Title: Director

E-mail: kdoyle@co.gloucester.nj.us

Instructions: This optional form is to help the CWA track unmet security controls or weaknesses in security controls. This completed Plan of Action form can be provided to DMAHS within 90 days of execution of the MOU, updated as weaknesses are found, and updated annually. List each unmet security measure in "Security Measure Weakness," the risk level, the corrective action needed, interim and final target dates for actions to be completed, and status.

High Risk means that a threat event could be expected to have a *severe or catastrophic* adverse effect on CWA operations or assets, individuals, or other organizations. **Moderate Risk** means that a threat event could be expected to have a *serious* adverse effect on CWA operations or assets, individuals, or other organizations. **Low Risk** means that a threat event could be expected to have a *limited* adverse effect on CWA operations or assets, individuals, or other organizations.

#	Security Measure Weakness	Risk Level (H-M-L)	Action Needed	Target Completion Dates	Status (Ongoing Or Completed)

**RESOLUTION AUTHORIZING A CONTRACT WITH RAHN LANDSCAPING, LLC
D.B.A. ALL GREEN TURF MANAGEMENT FOR \$19,500.00**

WHEREAS, after due notice and advertisement, the County received sealed bids for the furnishing of all plant, labor, equipment, specified materials, and services for the proposed improvements to #5 Green Complex at the Gloucester County Pitman Golf Course located in Sewell, NJ, pursuant to bid specifications PD-020-018; and

WHEREAS, bids were publicly received and opened on June 4, 2020, after following proper bidding procedure, it was determined that Rahn Landscaping, LLC d.b.a. All Green Turf Management, located at 634 N. Black Horse Pike, Blackwood, New Jersey 08012 was the lowest, most responsive and responsible bidder, having bid the amount of \$19,500.00; and

WHEREAS, the Treasurer of the County of Gloucester has certified the availability of funds in the amount of \$19,500.00, pursuant to C.A.F. # 20-04493, which shall be charged against budget line item C-04-20-010-371-10219.

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 Rahn Landscaping, LLC d.b.a. All Green Turf Management, for the proposed improvements to #5 Green Complex at the Gloucester County Pitman Golf Course, for \$19,500.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 17, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

**CONTRACT BETWEEN
RAHN LANDSCAPING, LLC
D.B.A. ALL GREEN TURF MANAGEMENT
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 17th day of **June, 2020**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices located at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "County", and **RAHN LANDSCAPING, LLC D.B.A. ALL GREEN TURF MANAGEMENT**, of 534 N. Black Horse Pike, Blackwood, New Jersey 08012, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, the County, after due notice and advertisement, received sealed bids for the furnishing of all plant, labor, equipment, specified materials, and services for the proposed improvements to #5 Green Complex at the Gloucester County Pitman Golf Course located in Sewell, NJ, as more particularly set forth in PD-020-018; 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, installation, and all services as indicated in bid PD-020-018 from the Notice to Proceed within a reasonable period of time.
2. **COMPENSATION.** Vendor shall be compensated in a total amount of \$19,500.00, as per PD-020-018.

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.

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Vendor shall as set forth in specifications identified as PD-020-018, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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 bid documents.

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 identified as PD-020-018, 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 PD-020-018 and Vendor's bid response. If there is a conflict between this Contract and the specification or the bid response, then this Contract and the Specifications shall control.

THIS CONTRACT shall be effective the 17th day of **June, 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:

**RAHN LANDSCAPING, LLC D.B.A.
ALL GREEN TURF MANAGEMENT**

Name:
Title:

County of Gloucester Purchasing Department

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

**PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 20-04493

ORDER DATE: 06/09/20
REQUISITION NO: R0-18000
DELIVERY DATE:
STATE CONTRACT: PD-20-018
ACCOUNT NUM:

Pg 1

**S
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GC PITMAN GOLF COURSE
501 PITMAN RD.
SEWELL, NJ 08080
856-589-6688

**V
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N
D
O
R**

VENDOR #: ALLGR018

ALL-GREEN TURF MANAGEMENT CORP
534 N BLACK HORSE PIKE
BLACKWOOD, NJ 08012

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	TEE#5 RECONSTRUCTION PD-20-018 CONTRACT AWARD FOR THE PROVISION OF MOBILIZATION AND DE-MOBILIZATION, ALL SPECIFIED BUNKER WORK, INCLUDING ALL NECESSARY SEEDING, SODDING, ANND RESTORATION OF HAUL RAODS, ETC., FOR THE IMPROVEMENT TO #5 GREEN COMPLEX AT THE GLOUCESTER COUNTY PITMAN GOLF COURSE AS PER PD-20-018	C-04-20-010-371-10219 Golf Course Rebuild Hoies #5 & #8 Greens	19,500.0000	19,500.00
			TOTAL	19,500.00

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>VENDOR SIGN HERE _____ DATE _____</p> <p>TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____</p>	<p>DEPARTMENT HEAD _____ DATE _____</p>	<p>TREASURER / CFO <i>[Signature]</i> QUALIFIED PURCHASING AGENT</p>

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT FOR FARM PROPERTY OWNED BY THOMAS ROSSI AND MICHAEL ROSSI FOR \$64,291.80

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

WHEREAS, **Thomas Rossi and Michael Rossi**, having presented himself as the owner of the land and premises located in the **Borough of Newfield** (hereinafter "**Newfield**"), and known as **Block 400, Lot 5**, on the Official Tax Map of the **Borough of Newfield** (hereinafter collectively the "Property"), which consists of approximately **14.323 acre**, and **Block 201, Lot 3**, on the Official Tax Map of the City of Vineland (hereinafter collectively the "Property"), which consists of approximately 1.169 acres, total acreage is 15.492 made application to the County seeking to have the County purchase development easements in the Property; and

WHEREAS, **Thomas Rossi and Michael Rossi**, as the owner of the Property located at Block 400, Lot 5, Newfield, has indicated a willingness to execute a conditional Agreement of Sale to grant to the County development easements in the Property, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such an easement; and

WHEREAS, **Thomas Rossi and Michael Rossi**, as the owner of the Property located at Block 201, Lot 3, Vineland, has indicated a willingness to execute a conditional Agreement of Sale to grant to the County development easements in the Property, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such an easement; and

WHEREAS, Block 201, Lot 3, Vineland should remain under preservation easement with the adjacent farm and mother lot on Block 400, Lot 5, Newfield, as it is landlocked. The preservation easement for Block 201, Lot 3, shall be conveyed to Cumberland County at closing, as the property is situated in Cumberland County; and

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

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

WHEREAS, the County would be providing the funds through its Farmland Preservation Program for the purchase of the said development easements in the Property in the amount of **\$64,291.80** which is the total purchase price for same; and

WHEREAS, the Treasurer for the County has certified the availability of funds in the amount of **\$64,291.80**, pursuant to CAF# 20-04506, which amount shall be charged against County budget line item T-03-08-509-372-20548; and

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

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

1. The County be, and the same hereby is, authorized to acquire development easements in the farm premises owned by **Thomas Rossi and Michael Rossi**, in the **Borough of Newfield**, County of Gloucester, and **City of Vineland**, Cumberland County, State of New Jersey for **\$64,291.80**; and

2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and **Thomas Rossi and Michael Rossi**, in regard to the County's purchase of development easements in the farm premises known as **Block 400, Lot 5**, in the **Borough of Newfield**, County of Gloucester, and **Block 201, Lot 3** in City of Vineland, Cumberland County, State of New Jersey, be, and the same hereby is, approved; and the signing of same by the Freeholder Director or his designee, and the Clerk of the Board to attest to same; and

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

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

ADOPTED at the regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 17, 2020, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

CONTRACT TO SELL DEVELOPMENT EASEMENT

THOMAS ROSSI AND MICHAEL ROSSI

TO

THE COUNTY OF GLOUCESTER

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WITNESSETH:

WHEREAS, Buyer is a body politic and corporate of the State of New Jersey which believes that the permanent preservation of lands devoted to agricultural use is in the public interest and benefits the citizens of Gloucester County and that the purchase of development rights to accomplish the preservation of said land is a worthwhile and prudent expenditure of public funds; and

WHEREAS, Buyer has promoted and funded the Gloucester County Farmland Preservation Program (hereinafter, the "Program"), which program makes monies available for the purchase of development rights and credits to properties in agricultural use in order to permanently restrict said properties to such use; and

WHEREAS, Seller has represented that it is the exclusive owner of the real property described in the Transaction Summary; and

WHEREAS, Seller is committed to the continued agricultural use of the Property and wishes to permanently preserve and restrict the Property to agricultural use for itself and Seller's heirs, executors, administrators, successors and assigns and for the public good; and

WHEREAS, Seller has applied to the Gloucester County Agriculture Development Board ("GCADB") to participate in the Program through the sale of the development rights to the Buyer; and

WHEREAS, Buyer may elect to accomplish this purchase in a manner that will give Buyer the opportunity to apply to the State Agriculture Development Committee (hereinafter, the "SADC") pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq. (hereinafter, the "Act") and the regulations adopted pursuant thereto or other State or other funding source in order to either secure supplemental funds to make this purchase or to recover a portion of the cost of this purchase; and

WHEREAS, Buyer has offered to purchase the development rights and credits and a development easement from the Property from Seller on certain conditions and Seller, by execution hereof, has accepted Buyer's offer; and

WHEREAS, Seller and Buyer wish to permanently preserve and restrict the Property to agricultural use for and in consideration of payment to be made by the Buyer in accordance

with the terms and conditions stated in this agreement, each agreeing that said permanent preservation shall occur and be effective upon Seller's execution of a deed of easement conveying the nonagricultural development rights and credits to the Property and a development easement to the Buyer.

NOW, THEREFORE, in consideration of the foregoing and of the benefits accruing to each, the parties agree to the following:

1.0. Definitions.

"Agricultural use" means the use of land for common farmsite activities including, but not limited to, production, harvesting, storage, grading, packaging, processing and the wholesale and retail marketing of crops, plants, animals and other related commodities and the use and application of techniques and methods of soil preparation and management, fertilization, weed, disease and pest control, disposal of farm waste, irrigation, drainage and water management and grazing and related activities.

"Application processing costs" means the costs incurred by Buyer in processing Seller's Application and Offer to Sell a Development Easement. Said costs include the cost of obtaining appraisals, a survey, title work and obtaining a letter of nonapplicability pursuant to the Industrial Site Recovery Act or Environmental Clean-up Responsibility Act.

"Assumed Gross Acreage" means the size of the Property, in acres, as reported to the Buyer by Seller in Seller's Application or as otherwise reported in the official tax map.

"Closing" means the date on which all conditions to the making of this purchase by Buyer have been satisfied; the Seller delivers the Deed to Buyer and buyer delivers the consideration to Seller.

"Commitment Period" means the period of time starting on the Effective Date and ending on the date stated in the Transaction Summary.

"Consideration" means the sum that is due to Seller as payment for Seller's execution and delivery of a Deed of Easement.

"Development Credit" means an instrument of development potential representative of the number of dwelling units or other designated development opportunities attributed or which might be attributed, currently or in the future, to the Property by a transfer-of-development-rights ordinance.

"Development Easement" means an interest in land, less than fee simple absolute title thereto, allowing the owner to develop land for any nonagricultural purposes allowed by law.

"Development Rights" means the right to develop the Property in any way other than in accordance with the Deed of Easement to be executed by Seller.

"Effective Date" of this agreement shall be the sixth (6th) day following the day that both parties have executed this agreement.

"Hazardous Substance" means any substance, chemical or waste that is listed as hazardous, toxic or dangerous under any Federal or New Jersey law or regulation.

"IRS" means the Internal Revenue Service.

"Like-Kind Exchange" means a transaction structured with the intention of satisfying the conditions and requirements of section 1031(a)(1) of the Internal Revenue Code and the rules and regulations applicable thereto.

"Non-County Funds" means monies from any of the following: (a) the Municipality in which the Property is located; (b) the SADC; (c) the State Transfer of Development Rights Bank; or, (d) any other public or private entity which provides funds for the purpose of preserving agricultural lands.

"Nonagricultural Development Rights": See Definition for Development Rights above.

2.0. BUYER'S AND SELLER'S COMMITMENTS. In accordance and compliance with the terms and conditions of this agreement, Seller agrees to sell and Buyer agrees to buy the Nonagricultural Development Rights and Development Credits appurtenant to the Property and a Development Easement in the Property. Seller agrees to execute a Deed of Easement making said conveyance to Buyer. Seller's commitment to sell and Buyer's commitment to purchase shall expire at the end of the Commitment Period, unless the parties agree otherwise.

2.1 FORM OF DEED. Attachment A hereto is the Deed of Easement form currently required to be used by the SADC. Seller agrees to sign a Deed of Easement containing the terms, conditions and restrictions which are contained in Attachment A, or such other modified Deed of Easement form that may be required by a provider

of Non-County Funds which (a) has committed to provide all or a portion of monies to be paid to Seller hereunder or (b) is a potential source of reimbursement of funds expended by Buyer to make this purchase. Seller shall not be required to sign an easement document which contains restrictions on use of the Property that are materially and substantially more burdensome than those contained in Attachment A.

2.2. DOCUMENTS REQUIRED FOR SALE FROM SELLER. At or prior to closing, Seller shall deliver a Deed of Easement, affidavits of title acceptable to County Counsel, and any other documentation required by Buyer, a Buyers title insurer. If Seller is a corporation or partnership, Seller shall provide appropriate resolutions or other documents authorizing this sale and execution of the Deed of Easement, and all appropriate documents by proper corporate officers or partners. Seller shall also deliver an incumbency certificate for the officer(s) signing the Deed; and all corporate or partnership documents that may be required by Buyer's title company. On delivery of this agreement, Seller shall also provide copies of Seller's formation documents, and reasonably satisfactory evidence that Seller has been duly organized and is validly subsisting.

2.2.1 DOCUMENTS REQUIRED FOR SALE FROM BUYER. At or prior to closing, Buyer shall deliver the following to Seller:

(a) The County's Resolution authorizing the purchase hereunder.

2.3. SELLER'S CONDITIONAL. During the Commitment Period Seller shall be entitled to rescind, cancel or terminate this Agreement. Subject to paragraph 4.2, and any other term or condition of this agreement, the Seller shall have the right to terminate this agreement if Buyer fails to close on or before the last day of the Commitment Period and such failure is not attributable to conduct of the Seller. If Seller elects to terminate, this agreement shall be null and void and the parties shall have no further rights or obligations hereunder.

2.4. LIKE KIND EXCHANGE. Seller may elect to accomplish this sale as part of a like-kind exchange transaction. Seller shall be solely responsible for selecting the exchange property and negotiating its purchase as well as for the preparation of all documents, forms and filings with respect to accomplishing such a transaction. Such an election shall not relieve or modify Seller's responsibility to perform pursuant to this agreement. The foregoing notwithstanding, nothing shall obligate Buyer to participate in a proposed like-kind exchange if any of the

Buyer's advisors (attorneys, bond counsel, auditors or accountants) counsel against Buyer's participation.

2.5. LIKE KIND EXCHANGE ELECTION. The Seller shall have sixty (60) days from the Effective Date of this agreement to investigate its interest in consummating this sale as part of a like-kind exchange. In the event that Seller fails to advise Buyer in writing by said date of Seller's desire the sales price shall be paid in accordance with the Buyer's policy concerning payment for farmland easement purchases. Seller shall also be obligated to report on the Property that Seller has identified for a like-kind exchange transaction within this said period.

2.6. SELLER'S COSTS TO PERFORM. Seller shall be responsible for retaining and compensating Seller's own expert advisors (including, but not limited to, attorneys, accountants and tax advisors) with respect to all matters pertaining to this transaction. Seller shall provide Buyer with the name, address and telephone number of each of Seller's advisors.

2.7. NOTICE OF BUYER DISCLAIMER OF RESPONSIBILITY AND LIABILITY. In paragraphs 2.7.1 and 2.7.2 Buyer is placing full responsibility on Seller to learn about and understand the tax consequences of this sale transaction. Seller is required to rely exclusively on Seller's advisors. Seller is not entitled to rely on the statements or opinions of Buyer, or Buyer's representatives.

2.7.1. NO ASSURANCES AS TO TAX CONSEQUENCES. Regardless of any statements or representations made by Buyer, or by representatives or consultants or contractors of Buyer, whether contemporaneous with or prior or subsequent to the parties' execution of this agreement, Buyer makes no assurances, promises or representations that the Internal Revenue Service, the State of New Jersey or any other agency or entity having the right or power to review the tax consequences of the sale contemplated by this agreement will consider and approve, acknowledge or accept the sale by Seller pursuant to this agreement as a transaction which entitles Seller to defer capital gains taxes or other taxes which might be due as a result of the sale contemplated herein.

2.7.2. NO RELIANCE ON BUYER. Seller shall not be entitled to rely on the opinions of Buyer, its staff, agents or employees or Buyer's advisors -- including Buyer's tax, legal and financial consultants -- with respect to any potential benefits that Seller might realize as a result of this transaction or as a result of Buyer's payment of the purchase price (or any part thereof) on an installment basis. Seller hereby acknowledges and agrees that

Seller and Seller's successors, administrators, personal and legal representatives and assigns shall have no claim against the Buyer, its officers, agents, servants and contractors for any damages or otherwise in the event that the tax consequences of this transaction are not as Seller expects.

2.8. SELLER'S TITLE AND RIGHT OF ACCESS. Responsibility for establishing Seller's title to the Property and Seller's legal right to access to it from a public road, including resolving any issues to Buyer's satisfaction, shall be Seller's. At closing Seller's title shall be marketable and insurable by the title insurance firm of Buyer's choice and Seller's right of access to the Property shall be established to the satisfaction of Buyer's legal counsel. A marketable title is one which is insurable by any title company authorized to do business in the State of New Jersey at regular rates.

If a defect in title is found in any portion of the Property, Seller shall make a good faith effort to resolve the defect. If the defect cannot be resolved, Buyer has the right to not accept that portion of the Property that cannot be delivered with good and marketable title. If Buyer does not accept any portion of the Property due to a defect in title, Seller will not be responsible for any costs associated with that portion of the Property.

2.8.1. SUBORDINATION OF CLAIMS. Unless the Transaction Summary in this agreement provides that a portion of the sales price is to be applied for the payment of encumbrances on, or claims against, the Property or Seller, Buyer shall not be required to pay more at closing than is reported in the said Transaction Summary. In the event there are any outstanding mortgage liens, tax obligations or any other encumbrances or claims against the Property or which might be asserted against the Property which will not be cancelled at or prior to closing, Buyer's performance pursuant to this agreement shall be contingent on the consent of all mortgagees and all other claimants against the Property to subordinate their claims to the Deed of Easement to be executed by Seller. The subordination shall be acceptable in all respects to Buyer, and to any provider of non-County funds.

2.9. SELLER'S COVENANTS AS TO USE. Seller's execution of this agreement shall constitute a certification and covenant to Buyer that no use of or on the Property that is not "agricultural" as defined in paragraph 1.0 has commenced since the time that Seller filed the application to sell a development easement to the Buyer. Seller further covenants, warrants and agrees that no new use of the Property that is not within the meaning of an

"agricultural use" as defined in paragraph 1.0 shall be commenced.

2.10. SELLER'S ACTIONS PRIOR TO CLOSING. Seller promises, covenants and agrees to take no action with respect to the Property that is detrimental to the Property's ability or capability of being put to agricultural use -- including, but not limited to, removing soil, rocks or any other earthen materials from the Property or allowing regulated wetlands conditions to develop -- unless the practice is a component of a soil conservation plan approved by the Natural Resource Conservation Service ("NRCS").

2.11. SELLER'S COMMITMENT TO COOPERATE. Seller promises, covenants and agrees to cooperate with Buyer and the Provider of non-County funds in processing, reviewing and considering all matters pertaining to the Buyer's application, regardless of whether the Provider of non-County funds is solicited by the Buyer prior or subsequent to purchasing an easement from Seller pursuant to this agreement. Seller agrees to sign such documents or forms which may be reasonably required by Buyer, and to provide access to the Property for inspection in order for Buyer to qualify for such funds. The commitment in this paragraph shall survive closing.

2.12. ASSIGNMENT OF RIGHT OF OFFER TO SELL. Seller acknowledges that a Provider of Non-County funds may require that the owner of Property interested in selling the development rights for the purpose of farmland preservation make an offer to sell said rights for a specified per-acre amount. Seller hereby agrees that until such time as Seller conveys an easement to Buyer pursuant to this agreement Buyer, as contract purchaser, shall have the right to make the offer to sell the development rights to the Property to the provider of said funds and Seller hereby assigns said right to Buyer. Seller further agrees to cooperate with Buyer in satisfying requirements of said provider for offers of sale. The amount offered by Buyer to sell shall have no effect on the purchase price to be paid pursuant to this agreement.

2.13. HAZARDOUS SUBSTANCES ON THE PROPERTY. By execution of this agreement, Seller certifies and warrants to Buyer the following:

- a. Seller has no knowledge that the Property was ever used for the manufacture, refining, transportation, treatment, storage, handling or disposing of hazardous substances or toxic wastes of any nature other than in connection with use that was in accordance with commonly

accepted agricultural practices.

b. Seller has not placed any hazardous waste or hazardous substances on or under the Property, except in accordance with commonly accepted agricultural practices.

c. Seller has no knowledge that hazardous substances were ever spilled on or buried in the Property.

d. To Seller's knowledge there is neither an operating nor a closed landfill on the Property.

e. To Seller's knowledge there are no hazardous waste or hazardous substances on or under the Property other than that used in connection with agricultural use of the Property in accordance with commonly accepted agricultural practices.

f. Only those tanks described on Attachment C hereto are located on the Property.

g. To the best of Seller's knowledge, none of the tanks containing fuel or hazardous substance on the Property are leaking and all comply with current governmental regulations pertaining thereto.

Any exception(s) to the foregoing certifications shall be declared in writing by Seller, which document shall be attached to and incorporated in this agreement.

2.13.1. INDUSTRIAL SITE RECOVERY ACT/ENVIRONMENTAL CLEANUP RESPONSIBILITY ACT. Unless Buyer waives the requirement, this agreement is contingent upon Buyer's receipt of a letter of nonapplicability from the New Jersey Department of Environmental Protection ("DEP") stating that the Property is not subject to the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. Seller agrees to cooperate in Buyer's application to the DEP. Buyer shall be responsible for the cost of said application.

2.14. SEPTIC SYSTEM USE. In the event that the Property is serviced by a septic system, Seller hereby promises, certifies, represents and warrants that only structures located on the Property are connected to or utilize the system.

2.15. CONDEMNATION PROCEEDINGS. Seller affirms and declares that no entity having the right to institute condemnation proceedings has done so as to all or any portion of the Property.

2.16. EXCLUSIVE AGREEMENT. Seller affirms and certifies that no other agreement to sell all or any part of the Property or any interest in the Property to any other person, whether oral or written, has been made or executed and Seller has given no person an option to purchase all or any part of the Property or any interest in the Property.

2.17. NO LITIGATION OR VIOLATIONS PENDING. Seller hereby warrants and certifies that there are no judgments or proceedings pending in any court or before any governmental or regulatory board or agency which affect or may affect the Property. Seller further warrants and certifies that Seller has received no notice of violation of any statute, ordinance, rule, regulation or insurance requirement which has not been corrected, and Seller has no knowledge of any such violation.

3.0. COMPENSATION TO SELLER. In consideration of Seller's execution and delivery of a Deed of Easement conveying the Nonagricultural Development Rights and Development Credits and an easement to the Buyer, and execution and delivery of such other documents as Buyer deems necessary, Buyer shall pay Seller the per-acre amount stated in the Transaction Summary of this agreement. The estimated sales price stated in the Transaction Summary is based on the assumption that the Property to be subject to the easement is the size stated thereon. The actual amount of the purchase price shall be computed on the actual acreage determined by a survey of the Property obtained by the Buyer (see paragraph 5.0), subject to deductions and adjustments described in paragraph 3.1.

3.1. COMPUTATION OF PURCHASE PRICE. Computation of the payment to be made to Seller pursuant to paragraph 3.0 shall take into account any Residential Dwelling Site Opportunities ("RDSO") or Land Exceptions stated in the Transaction Summary. For purposes of computing the sum payable to Seller the number which is four times the per-acre value shall be deducted from the sum otherwise due Seller for each RDSO. The deduction for excepted acreage shall be the number which is the per-acre value attributed to the acreage of the land to be excepted.

In addition, computation of the sum payable shall be subject to the following terms and conditions:

- a. The acreage which will be restricted by the Deed of Easement shall not include acreage for (i) rights-of-way (or provision for constructing, widening or improving rights-of-way) along any Federal, State,

County or Municipal roads which abut the Property;
(ii) facilities for the drainage of storm, ground or surface waters or improvements thereto required for the safety of the roads which abut the Property, as determined by the Buyer; (iii) improvements to road intersections which Buyer, the State or Municipality has identified as necessary and (iv) potential improvements to bridges or dams which abut the Property.

b. Computation of the amount payable shall not include acreage attributable to water bodies which are on the Property, or along a Property boundary.

c. The acreage on which payment will be based shall not include acreage of any portion of the Property which the Buyer's title insurer is unwilling to insure.

d. Buyer may elect to exclude from the acreage amount any or all portions of the Property to which Seller is unable to establish a legal right of access to the Buyer's satisfaction.

3.2. PAYMENT OF PURCHASE PRICE. Buyer shall pay the Purchase Price in accordance with the following:

a. The Seller shall be entitled to payment of the amount stated in the Transaction Summary of this agreement at closing, subject to any deductions and adjustments as provided in this agreement.

3.3. EASEMENT EFFECTIVE AT CLOSING. All restrictions on use of the Property imposed by the Deed of Easement shall be effective on closing. Seller and all persons who succeed to Seller's interest in the Property shall be obligated to comply with all terms and conditions of the Deed of Easement.

4.0. TITLE INSURANCE. The Buyer agrees to be responsible for the cost to insure Buyer's interest in the Property. Seller agrees to cooperate with the Buyer's title company and insurer, and to execute such documents as may be required to confirm Seller's title. The agreement of Buyer's title company to insure Buyer's interest in the Property shall be a precondition to closing.

4.1. EVIDENCE OF SELLER'S TITLE. Seller shall use its best efforts to provide Buyer with copies of any documents which evidence or confirm Seller's title to the Property which include, but are not limited to, copies of "marked up" title commitments

and policies of title insurance. Said documents shall be provided within ten (10) days of the Effective Date of this agreement.

4.2. ACTIONS NECESSARY TO PROVE SELLER'S TITLE. The parties agree that Buyer has no responsibility whatsoever in taking any action needed to confirm or establish Seller's title. Buyer's title company shall not be liable for researching Seller's title beyond sixty (60) years prior to the current year. If Buyer's title company is unwilling to insure title to all or any portion of the Property on the basis of such a search, responsibility for establishing Seller's good title, and the costs incurred to do so, shall be on Seller.

4.3. EXTENSION OF COMMITMENT PERIOD. Seller and Buyer agree that the Commitment Period defined in the Transaction Summary of this agreement shall be extended for up to forty five (45) days if Buyer's title company encounters difficulty in confirming Seller's title to all or any portion of the Property.

4.4. ENCUMBRANCES ON TITLE/PROPERTY'S SIZE. The Buyer's offer to buy is made on the basis of its knowledge about the Property at the time this agreement is executed, including that the Property is the Assumed Acreage in size. The Buyer shall have the right to cancel this agreement, or to issue a new offer, in the event that the Property's size is not at least ninety percent (90%) of the Assumed Acreage, or is in some way significantly different from what was appraised, or if Seller's title is subject to restrictions on use, or to an easement which Buyer believes impacts on the value of the Property's development rights, or on the public need to make this purchase.

4.5. SELLER'S PERFORMANCE REQUIRED NOTWITHSTANDING TITLE DISPUTE. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's title company and/or surveyor about the size of the Property owned by Seller. Buyer may elect, but is not required, to (a) extend the time for closing if Seller desires to establish Seller's good title to such portion of the Property deemed not insurable by the Buyer's title company or (b) complete the purchase for that portion of the Property that has been determined by Buyer's title company to be insurable at regular rates.

5.0. SURVEY OF PROPERTY. Seller agrees that as a condition to making this purchase, Buyer shall be entitled to obtain a survey of the Property by the surveyor of Buyer's choice, and at Buyer's expense. Seller agrees to cooperate with the surveyor in all respects. Execution of this agreement shall constitute Seller's

authorization to Buyer's surveyors to enter upon the Property as necessary to complete the survey. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's surveyor about the boundaries of the Property. Seller shall be responsible for providing Buyer with a copy of any survey of the Property in Seller's possession within ten (10) days of the Effective Date.

6.0. INSPECTIONS OF THE PROPERTY. Representatives of the Buyer, the County of Gloucester, the GCADS, or the SADC, shall have the right to inspect the Property at any time prior to closing. In addition, Representatives of the Buyer, the County of Gloucester, the GCADB, or the SADC shall have the right to inspect the Property following Seller's execution of the Deed of Easement for the purpose of verifying that Seller is not in violation of any of the terms and conditions of this agreement or of the Deed of Easement. Absent special need therefor, all inspections shall be conducted during daylight hours and on twenty four (24) hours' advance notice to Seller.

7.0. RISK OF LOSS. Risk of loss or damage to the Property by fire or other cause prior to closing shall be and is assumed by the Seller. At its sole discretion the Buyer may elect to cancel this agreement or limit the area of the Property subject to this agreement in the event that the Property is substantially damaged or the potential for agricultural use of the Property is substantially impaired as a result of any occurrence between the date of this agreement and closing. Seller is required to advise the Buyer of any occurrence which results in loss of or damage to the Property or the impairment of the Property's availability or usability for agricultural purposes.

7.1. CONDITION OF THE PROPERTY. Seller hereby represents, warrants and certifies to Buyer that the Property is substantially and materially in the condition it was when Seller applied to the Program, and that Seller knows of no existing circumstance or condition which may impair agricultural use of the Property following closing.

8.0. INDEMNIFICATION OF BUYER FOR HAZARDOUS CONDITION OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made by any parties that are involved in this transaction, judgments awarded, penalties assessed or orders entered, which now exist or which may subsequently exist of or pertaining to the discharge of hazardous substances from or onto the Property which discharges were determined to have occurred during Seller's period of ownership. Buyer's acceptance of a Deed of Easement from Seller

conveying to Buyer the Nonagricultural Development Rights and Credits and an easement to the Property and Buyer's payment to Seller therefor shall not constitute nor be deemed to be an assumption of liability for any hazardous substances on or discharges from the Property, regardless of whether said discharge occurred or occurs prior or subsequent to closing.

8.1. INDEMNIFICATION OF BUYER FOR USE OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made, judgments awarded, penalties assessed or orders entered pertaining to (a) Seller's failure to comply with the terms and conditions of the Deed of Easement or (b) Seller's use of the Property in accordance with the Deed of Easement. Buyer's acceptance of the Deed of Easement shall not constitute an assumption of liability or responsibility for any damages or losses sustained by any person or entity as a result of Seller's use of the Property -- whether or not in conformity with the Deed of Easement.

8.2. INDEMNIFICATION OF SELLER. Buyer agrees to indemnify and hold Seller harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, for the defense of such claims and demands arising from the conduct of Buyer, its agents, employees, invitees, or licensees in connection with any of their activities in or about the Property. Seller shall promptly notify Buyer of the commencement of any claim, demand, action or proceeding.

9.0 REDUCTION OF PROPERTY'S VALUE. Seller acknowledges Seller's understanding that execution of the Deed of Easement and conveyance of the Property's nonagricultural Development Rights and Credits and an easement to Buyer may reduce the value of the Property. Seller agrees that acceptance of Buyer's payment to it, computed in accordance with paragraphs 3 and 3.1, shall constitute full and complete consideration for Seller's execution of the Deed of Easement. Seller acknowledges and agrees that Seller shall have no further claim for compensation for any loss in value of the Property that may occur subsequent to closing which may be attributable to this sale.

10.0. USE OF PROPERTY AFTER SALE. Neither Buyer nor Seller makes any warranty to the other that economic market conditions will continue to make agricultural use of the Property a viable or profitable choice. Seller understands, acknowledges and agrees that Seller's sale of the Property's Nonagricultural Development Rights and Credits and an easement to Buyer shall permanently and forever restrict the Property to agricultural use regardless of whether Seller or any other person is subsequently able to make

profitable use of the Property so restricted and that Seller shall have no claim for additional compensation from Buyer notwithstanding any inability to put or retain the Property for agricultural use.

10.1. NO RELIEF FROM RESTRICTIONS. No law, rule or regulation, whether Federal, State or local, shall relieve Seller or Seller's successors, heirs, assigns, personal or legal representatives or subsequent owners of the Property of the restrictions on the Property imposed by the Deed of Easement, provided however that nothing contained herein shall require the Buyer, their heirs and assigns to actively engage in agricultural use of the Property.

11. DEFAULT BY SELLER. Violation of any term or condition of this agreement by Seller shall constitute a default. "Default" includes, but is not limited to, the following actions by Seller:

(a) Seller advises Buyer that Seller does not intend to sell the Property's Nonagricultural Development Rights, Credits and an easement to Buyer.

(b) Seller violates or fails to comply with any material term of this agreement and fails to cure said default within five (5) days of the date of Buyer's demand upon Seller to do so. If Seller asserts that more than five (5) days are needed to cure a default, Seller shall so advise Buyer in writing and request such additional period as Seller believes necessary. Buyer shall agree to said additional period if the period to cure proposed by Seller is objectively reasonable; in no case, however, shall Seller be relieved from performance pursuant to this agreement if the period to cure extends beyond the Commitment Period.

(c) Seller fails to execute and deliver a Deed of Easement and all required supporting documentation on the date of closing scheduled in accordance with the terms of this agreement. Supporting documentation includes, but is not limited to, affidavit(s) of title acceptable to Buyer, and mortgage subordination agreements.

(d) Seller or any person acting on Seller's behalf has made a misrepresentation of material fact in the application or in or through any other written or oral communication with Buyer concerning the Property.

(e) Seller commences a nonagricultural use on the Property.

(f) Seller fails to cooperate with Buyer, Buyer's title company, surveyor or Provider or potential provider of non-County funds in accomplishing this sale transaction.

12. BUYER'S RIGHTS ON SELLER'S DEFAULT. In the event that Seller defaults in any term, covenant, requirement or condition of this agreement, Buyer shall have the right to declare Seller in default, and take any of the following actions:

a. sue for specific performance;

b. cancel the agreement;

c. require the Seller to pay Buyer all of the Application Processing Costs it has incurred after the date of this Agreement;

d. require that Seller restore the Property to the condition it was in prior to the time that nonagricultural use activity commenced subsequent to the submissions of the Seller's application;

e. reduce the amount payable pursuant to paragraph 3.0 by four times the easement value for each day and for each acre or part of any acre that soil or other earthen material is removed from the Property in violation of paragraph 2.11; and

f. require Seller to replace soil removed from the Property in violation of paragraph 2.11 with topsoil approved as to quality by the NRCS.

13. ENFORCEMENT OF AGREEMENT AND EASEMENT. Buyer and Seller shall each have the right to enforce the terms of this agreement and the restrictions to be imposed on the Property contemplated by this agreement by any lawful means available. The parties hereby agree and consent to the jurisdiction of the Superior Court of New Jersey, Gloucester County vicinage, in any action brought by Buyer or Seller to enforce the terms of this agreement or the terms and conditions of the Deed of Easement.

14. ASSIGNMENT OF AGREEMENT/TRANSFER OF PROPERTY. Seller may not sell, transfer or convey the Property, in whole or in part,

to any person unless the purchaser, transferee or assignee agrees to comply with and perform in accordance with the terms of this agreement. Seller shall be responsible for providing a writing acceptable to Buyer in which Seller's transferee or assignee agrees to comply with and be bound by the terms of this agreement. Seller may not assign this agreement without the approval of the Buyer, which approval shall not be unreasonably withheld.

15. REVIEW OF AGREEMENT BY SELLER'S ATTORNEY. Seller may submit this agreement to an attorney for review. In the event that Seller fails to submit this agreement to an attorney for review, or if Seller's attorney neither disapproves nor requests modification to this agreement within five (5) business days of Seller's execution hereof, Seller shall be bound hereby. Seller shall be responsible for the cost of any attorney retained to represent or counsel Seller with respect to this matter.

16. COMPLETE AGREEMENT. This agreement is the entire and only agreement between Buyer and Seller and no other statements, promises or communications, whether written or oral, shall be effective to modify or supersede this agreement or any term herein. This agreement can only be changed by a writing signed by both Buyer and Seller.

17. LOCATION OF CLOSING. Closing shall be conducted at the offices of Gloucester County, or such other place specified by Buyer.

18. TIME FOR CLOSING. Buyer shall notify Seller when all preconditions to consummation of this sale have been satisfied, and Buyer is ready to schedule closing. Buyer and Seller shall establish a date for closing which is acceptable to both parties.

18.1. DELAY IN CLOSING BY SELLER. Seller's inability (except for objectively reasonable reasons) or unwillingness to close on the date for closing scheduled pursuant to paragraph 18, or failure to cooperate in scheduling a date for closing, shall constitute a breach of this agreement entitling Buyer to the remedies therefor set forth in paragraph 12.

19. NO COLLUSION. Seller hereby affirms that neither Seller nor any person on Seller's behalf has made or agreed to make any valuable gift, whether in the form of service, loan, thing or promise, to Buyer or to any employees, servants or agents of Buyer for the purpose of influencing Buyer to make this purchase. In the event that Seller's affirmation herein is untrue, Buyer shall have all rights on default described above as well as any

other right that might be available to it under New Jersey law.

20. NOTICES. All notices to each party shall be made in writing delivered personally or by first-class, postage prepaid mailed to the other party at the addresses stated in the Transaction Summary in this agreement.

21. SURVIVABILITY OF COVENANTS. All covenants and agreements made by Seller in this Agreement are binding on Seller and on Seller's agents, attorneys-in-fact, heirs, administrators, executors, personal and legal representatives, successors and assigns and shall survive closing for the applicable statute of limitations period, measured from Buyer's discovery of a claim for Seller's violation of a covenant or agreement made herein. Buyer shall be entitled to record this agreement, or a Notice reporting the existence of this agreement.

22. WAIVER OF BREACH. The waiver of a breach of any provision of this agreement by Buyer or Buyer's failure to insist upon strict compliance with any term, covenant or conditions hereof shall not operate or be construed as a waiver of any subsequent breach. Delay in or failure of Buyer to declare Seller in breach of this agreement shall not operate or be construed as a waiver thereof.

23. GOVERNING LAW. This agreement shall be governed by and construed in accordance with New Jersey law, and shall be subject to the requirements of all applicable laws and regulations adopted by State or Federal Non-County Funding Sources. If any provision of this agreement shall be or become invalid under any law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

24. PERSONS BOUND. This agreement shall be binding on the parties and on their heirs, executors, administrators, personal or legal representatives, successors and assigns.

25. SELLER ENTITY. If Seller is a corporation or other business entity Seller warrants and certifies that it is duly formed and validly existing under New Jersey law. Seller has the full power, right and authority to enter into this agreement, to perform its obligations under this agreement, and to execute and deliver all documents required to be executed and delivered by Seller under this agreement. The person signing this agreement on behalf of Seller has the requisite power and authority to execute and deliver this agreement in the name of Seller and to create a binding obligation of Seller. Upon request, Seller shall deliver to Buyer such evidence and documentation as Buyer may reasonably require in order to verify the truth of the

statements made in this Paragraph.

26. COUNTERPARTS. This agreement may be signed in any number of counterparts, each of which shall be an original and all of which taken together shall constitute a single agreement, with the same effect as if the signatures thereto and hereto were upon the same instrument.

27. CAPTIONS. The captions contained in this agreement are for the convenience of the parties and do not in any way modify, amplify or give full notice of any of the provisions of this agreement.

28. NUMBER AND GENDER. For purposes of this agreement, the masculine shall be deemed to include the feminine and the neuter, and the singular shall be deemed to include the plural, and the plural the singular, as the context may require.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Seller has caused this agreement to be executed. If Seller, whether in whole or in part, is other than a natural person, the making and execution of this agreement has been properly authorized and effected.

IN FURTHER WITNESS WHEREOF, and intending to be legally bound thereby, the Buyer has caused this agreement to be executed by its duly authorized agents.

SELLER:

BY: _____
THOMAS ROSSI

Social Security Number

BY: _____
MICHAEL ROSSI

Social Security Number

BUYER:

COUNTY OF GLOUCESTER

BY: _____
ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

**CONTRACT TO SELL NONAGRICULTURAL DEVELOPMENT RIGHTS,
DEVELOPMENT CREDITS AND A DEVELOPMENT EASEMENT**

ATTACHMENT C - FUEL TANK DISCLOSURE

We hereby certify that only the fuel tanks described below are located on, over or under the property which is the subject of this agreement of sale:

Tank No. 1:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 2:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 3:

Location:

Contents:

Purpose (use):

Age (in years):

Use additional sheet(s) if more than three tanks are on the Property.

All property owners must sign:

BY: _____
Thomas Rossi

DATE: _____

BY: _____
Michael Rossi

DATE: _____

EXECUTIVE SUMMARY

PROPERTY: Rossi Farm Property
15.7± Net Acres to preserved
Block 400 Lot 5 / Block 201 Lot 3
W/S North West Boulevard
Newfield Borough / Vineland City
Gloucester /Cumberland County, NJ

INSPECTED BY: Timothy W. Sheehan

INSPECTION DATE: October 23, 2019

OWNERSHIP: Rossi, Thomas & Michael.

IMPROVEMENTS: None.

PROPERTY RIGHTS APPRAISED: Fee Simple Interest and
Fee Simple Interest, Subject to Restrictions

EFFECTIVE DATE OF APPRAISAL: October 23, 2019

TYPE OF VALUE ESTIMATES: Market Values, Before and After the Development
Easement. Value of Development Easement

LAND AREA: 16.7± Gross Acres
1.0± Acres of Exception Area (One)
15.7± Net Acres to be preserved (A.O. Checklist)

DWELLING OPPORTUNITY(S): One (1) via noted exception for future residence.

EXCEPTION(S): 1-acre "severable" exception for future residence.

ZONING: RR, Rural Residential.

HIGHEST AND BEST USE:
Before, Unrestricted Continuation of agriculture use, with potential future residential
development, as market conditions warrant.
After, Restricted Agricultural Use with one dwelling opportunity via planned
severable exception for future dwelling use.

APPRAISED VALUES:

	<u>Values</u>	<u>Unit Rate</u>
Before Value, Unrestricted	\$133,000	\$8,500/Acre
<u>After Value: Restricted Land:</u>	<u>\$ 68,000</u>	<u>\$4,300/Acre</u>
Development Easement Value	\$ 65,000	\$4,200/Acre (rounded)

CERTIFICATION

I have made a personal inspection of the property that is the subject of this report.

The reported analyses, opinions and conclusions are LIMITED only by the reported assumptions and limiting conditions (contained on other pages herein), and are MY PERSONAL, impartial, and unbiased professional analyses, opinions, and conclusions.

The use of this report is SUBJECT TO THE REQUIREMENTS of the Appraisal Institute relating to review by its duly authorized representatives.

I have NO PRESENT OR PROSPECTIVE INTEREST in the property that is the subject of this report, and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement was not contingent upon the development or reporting predetermined results.

My COMPENSATION for completing this assignment IS NOT CONTINGENT upon the development or reporting of a predetermined value or direction in value that favors the cause of the County of Gloucester, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

No one provided significant real property appraisal ASSISTANCE to the person signing this certification.

As of the date of this report, Steven Bartelt, MAI, SRA has completed the continuing education program of the Appraisal Institute.

Statements of fact contained within this report are true and correct.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

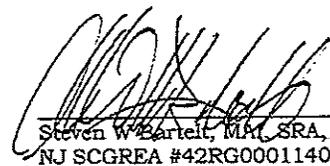
The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

NO CHANGE MAY BE MADE, on any section of this report. Further, the appraiser will bear no responsibility for such unauthorized change.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

This report is the original work of Steven W. Bartelt. It was created in fixed form for distribution to the County of Gloucester, for their EXCLUSIVE USE. It was made for the function of development easement purchase and NOT intended for any other use. The appraiser hereby DISCLAIMS ANY AND ALL LIABILITY for a) use of this report for purposes and/or functions other than the one specifically noted herein and b) use by any person(s) or agencies other than the County of Gloucester.

Valuation Scenario	Estimated Value per Acre (\$)	Estimated Total Value Area - 16 +/- Net Acres
Before Easement	\$8,500	\$136,000
After Easement	\$4,400	\$70,400
Value of Development Easement	\$4,100	\$65,600


Steven W. Bartelt, MAI, SRA, AI-GRS
NJ SCGRE #42RG00011400
22 November 2018

Reed Property
Buffer (1/2 Mile) and Preserved Farms
 Newfield Borough, Gloucester County
 Application Outside Pinelands Management Areas

Reed Project Boundary
 Severable Exception Area
 Half Mile Buffer
 Preserved Open Space/
 TDR Dead Restifellon
 Water Bodies
 Municipal Boundaries
 0 200 400 800 1,200 1,800 Feet
 N
D. Prescott Farm

1000/3
 28.2 Acres



10 BRIDGTON AVENUE
 BRIDGTON, NJ 08302
 PH: (609) 441-1910
 FAX: (609) 441-1781
 TIC-211018B
 THE LAND CONTAINMENT
 CORPORATION
 Map Prepared August 28, 2018
 Date Printed: August 28, 2018
 Date of Revision: 08/28/18
 Date of Issue: 08/28/18
 This project was prepared by The Land Containment Corporation, a professional engineering and architectural firm, under the supervision of a professional engineer and architect. The project was prepared for the use of the client and is not to be used for any other purpose without the written consent of The Land Containment Corporation.

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. 20-04506

ORDER DATE: 06/09/20
REQUISITION NO: R0-17964
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

SHIP TO
Pg 1
GLOUC. CO LAND PRESERVATION
1200 N. DELSEA DR.
CLAYTON, NJ 08312
856-307-6451

VENDOR
VENDOR #: FOUND016
FOUNDATION TITLE, LLC
13000 LINCOLN DRIVE WEST
SUITE 201
MARLTON, NJ 08053

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Resolution authorizing the purchase of a development easement on the farm property of Thomas Rossi and Michael Rossi, Block 400, Lot 5, consisting of 14.323 acres in the Borough of Newfield, and Block 201, Lot 3, consisting of 1.169 acres in the city of Vineland. Total acreage is 15.492, valued at \$4,150.00 per acre for a total of \$64,291.80. Block 201, Lot 3, Vineland, should remain under preservation easement with the adjacent farm and mother lot on Block 400, Lot 5, Newfield, as it is landlocked. The preservation easement for Block 201, Lot 3, shall be conveyed to Cumberland County at closing, as the property is situated in Cumberland County.	T-03-08-509-372-20548 Farmland Preservation	64,291.8000	64,291.80
			TOTAL	64,291.80

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

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

**RESOLUTION AUTHORIZING THE PURCHASE OF APX 4000 PORTABLE
RADIOS FROM MOTOROLA SOLUTIONS, INC. THROUGH STATE CONTRACT
FOR \$37,536.20**

WHEREAS, the County has a need to purchase sixteen (16) APX 4000 portable radios for emergency use at call boxes in County parks; and

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of labor, materials, supplies and equipment through State Contract; and

WHEREAS, it has been determined that the County may purchase needed call box radios through State Contract #83909, from Motorola Solutions, Inc., 153 Cooper Road, West Berlin, NJ 08091; and

WHEREAS, the Treasurer for the County has certified the availability of funds for this Contract pursuant to CAF # 20-04288, to be charged against budget line item C-04-20-010-370-10240 for \$37,536.20.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the purchase of sixteen (16) APX 4000 portable radios for use in emergency call boxes at County parks from Motorola Solutions, Inc. is thereby authorized, through State Contract #83909 for \$37,536.20; and, that the County's Qualified Purchasing Agent is hereby authorized and directed to execute all documents necessary for the aforementioned purpose on behalf of the County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 17, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

County of Gloucester Purchasing Department

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

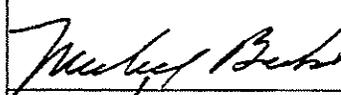
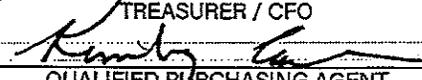
PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS	
THIS NUMBER MUST APPEAR ON ALL INVOICES	
NO.	20-04288

SHIP TO	GLOUC. CO PARKS & REC DEPT. 254 COUNTY HOUSE RD. SHADY LANE COMPLEX CLARKSBORO, NJ 08020
	VENDOR # : MOTOR056 MOTOROLA SOLUTIONS INC C/O WIRELESS C & E 159 COOPER ROAD WEST BERLIN, NJ 08091

ORDER DATE: 06/01/20
REQUISITION NO: R0-17733
DELIVERY DATE:
STATE CONTRACT: 83909
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	2020 PARK PROJECTS APX 4000 PORTABLE RADIOS COMMODITY CODE 726-88-085633 MODEL H51UCF9PW6 N DESCRIPTION APX4000 MODEL2 700/800MHZ 16 @ \$1,050.00 = \$16,800.00 MODEL QA02756 ADD:9600 TRUNKING OR 3600 DIGITAL TRUNKING 16 @ \$1,177.5 = \$18,840.00 MODEL QA00580 ADD: TDMA 16 @ \$337.50 = \$5,400.00 MODEL Q996 ADD: OVER THE AIR PROGRAMMING (OTAP) 16 @ \$75 = \$1,200.00 MODEL A01767 ADD: RADIO AUTHENTICATION 16 @ \$75 = \$1,200.00 MODEL QA04865	C-04-20-010-370-10240 General Park Renovations	37,536.2000	37,536.20

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

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.	20-04288

SHIP TO	GLOUC. CO PARKS & REC DEPT. 254 COUNTY HOUSE RD. SHADY LANE COMPLEX CLARKSBORO, NJ 08020
	VENDOR # : MOTOR056
VENDOR	MOTOROLA SOLUTIONS INC C/O WIRELESS C & E 159 COOPER ROAD WEST BERLIN, NJ 08091

ORDER DATE: 06/01/20
REQUISITION NO: R0-17733
DELIVERY DATE:
STATE CONTRACT: 83909
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
	ADD: TWO KNOW CONFIGURATION 16 @ \$- = -			
	MODEL QA01648 ADD: HARDWARE KEY 16 @ \$3.75 = \$60.00			
	MODEL H885 ADD: 2 YEAR SFS WARRANTY 16 @ \$84 = \$1,344.00			
	MODEL H207 DELETE BATTERY OPTION 15 @ (\$35.25) = (\$528.75)			
	MODEL 66012031001 BATTERY ELIMINATOR CABLE 15 @ \$77.81 = \$1,167.15			
	MODEL: PMPN4174 APX SINGLE UNIT CHARGER 1 @ 53.80 = \$53.80			
	VOLUME DISCOUNT GLOUCESTER COUNTY 16 @ (\$500) = (\$8,000.00)			

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

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**PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 20-04288

Pg

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GLOUC. CO PARKS & REC DEPT.
254 COUNTY HOUSE RD.
SHADY LANE COMPLEX
CLARKSBORO, NJ 08020

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VENDOR #. MOTOR050

MOTOROLA SOLUTIONS INC
C/O WIRELESS C & E
159 COOPER ROAD
WEST BERLIN, NJ 08091

ORDER DATE: 06/01/20
REQUISITION NO: R0-17733
DELIVERY DATE:
STATE CONTRACT: 83909
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
	STATE OF NEW JERSEY CONTRACT 83909 MOTOROLA PROCUREMENT PROPOSAL			
			TOTAL	37,536.20

CLAIMANT'S CERTIFICATE & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
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VENDOR SIGN HERE _____ DATE _____		TREASURER / CFO
TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____		
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS	DEPARTMENT HEAD _____ DATE _____	QUALIFIED PURCHASING AGENT

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT



DATE: MAY 11, 2020

SHIP TO: GLOUCESTER COUNTY
1 NORTH BROAD ST.
WOODBURY, NJ

ATTENTION: KIM LARTER

GLOUCESTER COUNTY 700/800MHZ SYSTEM
RADIOS FOR CALL BOXES IN PARKS

ATTENTION: ANN O'KEEFE
PHONE: 856-745-4313
FAX: 856-753-9290

VENDOR: MOTOROLA SOLUTIONS, INC.
C/O: WIRELESS Communications
153 Cooper Rd.
West Berlin, NJ 8091

STATE OF NEW JERSEY CONTRACT 83909
MOTOROLA PROCUREMENT PROPOSAL

RO-17733

ITEM	LINE NO	COMMODITY CODE	MODEL	DESCRIPTION	QTY	LIST UNIT PRICE	EXT UNIT PRICE	NJ STATE DISCOUNT	DISC UNIT PRICE	EXTENDED PRICE	DISC EXTENDED PRICE
APX 4000 PORTABLE RADIOS											
1	00003	726-88-086633	H51UCFP9W6 N -	APX4000 MODEL 2 700/800MHZ	16	\$ 1,400.00	\$ 22,400.00	25%	\$ -	\$ 1,050.00	\$ 16,800.00
2	00003	726-88-086633	QA02766	ADD: 9800 TRUNKING OR 3600 DIGITAL TRUNKING	16	\$ 1,570.00	\$ 25,120.00	25%	\$ 1,177.50	\$ 18,840.00	\$ 40,940.00
3	00003	726-88-086633	QA00560	ADD: TDMA	16	\$ 450.00	\$ 7,200.00	25%	\$ 337.50	\$ 5,400.00	\$ 5,400.00
4	00003	726-88-086633	QA01767	ADD: OVER THE AIR PROGRAMMING (OTAP)	16	\$ 100.00	\$ 1,600.00	25%	\$ 75.00	\$ 1,200.00	\$ 1,200.00
5	00003	726-88-086633	QA04866	ADD: RADIO AUTHENTICATION	16	\$ 100.00	\$ 1,600.00	25%	\$ 75.00	\$ 1,200.00	\$ 1,200.00
6	00003	726-88-086633	QA01848	ADD: TWO KNOB CONFIGURATION	16	\$ 5.00	\$ 80.00	25%	\$ 3.75	\$ 60.00	\$ 60.00
7	00003	726-88-086633	H885	ADD: HARDWARE KEY	16	\$ 84.00	\$ 1,344.00	0%	\$ 84.00	\$ 1,344.00	\$ 1,344.00
8	00003	726-88-086633	H207	DELETE 2 YEAR SFS WARRANTY	16	\$ (47.00)	\$ (706.00)	25%	\$ (52.25)	\$ (828.75)	\$ (828.75)
9	00003	726-88-086633	66012031001	BATTERY ELIMINATOR CABLE	15	\$ 97.26	\$ 1,458.90	20%	\$ 77.81	\$ 1,167.15	\$ 1,167.15
10	00003	726-88-086633	66012031001	APX SINGLE UNIT CHARGER	15	\$ 67.25	\$ 67.25	20%	\$ 53.80	\$ 53.80	\$ 53.80
11	00003	726-88-086633	PMPN4174	VOLUME DISCOUNT GLOUCESTER COUNTY	1	\$ (600.00)	\$ (8,000.00)	0%	\$ (600.00)	\$ (8,000.00)	\$ (8,000.00)
TOTAL PRICE										\$ 37,536.20	

NOTES:
1. Terms and Prices are quoted from the NJ State Contract - 83909

COU-20-DID 370-
10240

RESOLUTION AUTHORIZING THE PURCHASE OF WIRELESS CALL BOX STATIONS FROM WIRELESS C&E, INC. THROUGH STATE CONTRACT FOR \$98,850.00

WHEREAS, the County has a need for the purchase, installation, configuration and programming of fifteen (15) Call 24, Solar S Series MK111 TDMA Wireless Call Box Stations at County Parks for use on the County Radio System; and

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of labor, materials, supplies and equipment through State Contract; and

WHEREAS, it has been determined that the County may purchase needed wireless call box stations through State Contract #20-TELE-00910, from Wireless C & E, Inc., 153 Cooper Road, West Berlin, NJ 08091; and

WHEREAS, the Treasurer for the County has certified the availability of funds for this contract pursuant to CAF # 20-04287, to be charged against budget line item C-04-20-010-370-10240 for \$98,850.00.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the purchase, installation, configuration and programming of fifteen (15) Call 24, Solar S Series MK111 TDMA Wireless Call Box Stations at County Parks, for use on the County Radio System from Wireless C&E, Inc. is hereby authorized, through State Contract #20-TELE-00910 for \$98,850.00; and that the County's Qualified Purchasing Agent is hereby authorized and directed to execute all documents necessary for the aforementioned purpose on behalf of the County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 17, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

County of Gloucester Purchasing Department

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

PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS	
THIS NUMBER MUST APPEAR ON ALL INVOICES	
NO.	20-04287

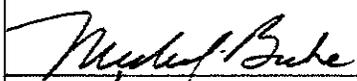
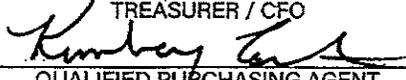
SHIP TO	GLOUC. CO PARKS & REC DEPT. 254 COUNTY HOUSE RD. SHADY LANE COMPLEX CLARKSBORO, NJ 08020
	VENDOR
	WIRELESS C & E, INC 153 COOPER ROAD WEST BERLIN, NJ 08091

VENDOR #: WIREL004

ORDER DATE: 06/01/20
 REQUISITION NO: R0-17732
 DELIVERY DATE:
 STATE CONTRACT: 20-TELE-00910
 ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
15.00	2020 PARK PROJECTS CALL 24 SOLAR S SEIES MK111 TDMA WIRELESS CALL BOX STATION FOR USE ON THE GLOUCESTER COUNTY RADIO SYSTEM KIT INCLUDES: SOLAR CALL BOX, ROUND POLE MOUNTING KIT, SOLAR REG 3, TOP MOUNTED BLUE LED FLASHING LOCATOR LIGHT, LARGE BATTERY BACK-UP, 12 FT. ALUM POWDER COATED 5" DIAMETER POLE, LARGE POLE GRAPHICS, MOTOROLA ADAPTER BATTERY CABLE AND 2 YEAR WARRANTY.	C-04-20-010-370-10240 General Park Renovations	5,490.0000	82,350.00
15.00	INSTALLATION OF POLE, CONFIGURATION AND PROGRAMMING PLEASE NOTE, PRICE INCLUDES ALL SHIPPING CHARGES. CUSTOM GRAPHICS ON ALL ORDERS OF TEN OR MORE UNITS. PROPOSAL: ANN O'KEEFE NJ STATE CONTRACT: 20-TELE-00910	C-04-20-010-370-10240 General Park Renovations	1,100.0000	16,500.00
			TOTAL	98,850.00

CLAIMANT'S CERTIFICATE & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
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X		 TREASURER / CFO
VENDOR SIGN HERE		 QUALIFIED PURCHASING AGENT
TAX ID NO. OR SOCIAL SECURITY NO.	DEPARTMENT HEAD	
DATE	DATE	
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS		

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