Call to order at 10:00 a.m. by Clerk of the Board

Open Public Meeting Act Notice

Pledge of Allegiance, led by the Clerk of the Board

Clerk of the Board, Laurie J. Burns, reads a letter certifying the election of Nicholas DeSilvio and Christopher Konawel, Jr. to the Board of County Commissioners of the County of Gloucester and Jonathan M. Sammons as Gloucester County Sheriff.

Introduction, by the Clerk of the Board, of newly elected County Commissioner Nicholas DeSilvio, escorted by Tina DeSilvio, his sister MaryAnn DeSilvio, his daughters Jennavieve and Savannah Toy, his son Donato DeSilvio, Sheriff Sammons, Christopher Konawel, Jr., Ed Durr, Jacci Vigilante and Steve Kush. His sister MaryAnn DeSilvio will be holding the bible.

Introduction of United States Congressman Jeff Van Drew for the swearing-in ceremony of Commissioner-elect Nicholas DeSilvio.

Swearing-in of Commissioner-elect Nicholas DeSilvio.

Introduction, by the Clerk of the Board, of the newly elected County Commissioner Christopher Konawel, Jr., escorted by his parents Christopher and Radine Konawel, Commissioner Nicholas DeSilvio, Sheriff Jonathan Sammons, Jacci Vigilante and Steve Kush. His parents Christopher and Radine will be holding the bible.

Introduction of the United States Congressman Jeff Van Drew for the swearing-in ceremony of Commissioner-elect Christopher Konawel, Jr.

Swearing-in of Commissioner-elect Christopher Konawel, Jr.

Introduction, by the Clerk of the Board, of newly elected County Sheriff Jonathan M. Sammons, escorted by his wife Carolyn Sammons, his daughters Samantha and Andrea Sammons and Jacci Vigilante. His wife Carolyn will be holding the bible.


Swearing-in of Sheriff-elect Jonathan M. Sammons.

ROLL CALL OF THE 2022 BOARD OF COUNTY COMMISSIONERS

Nomination, election and swearing-in of Director of the Board of County Commissioners for the year 2022. Swearing-in of the Director of the Board of County Commissioners, the oath of office to be administered by Honorable Stephen M. Sweeney, New Jersey State Senate President.

Nomination, election and swearing-in of Deputy Director of the Board of County Commissioners for the year 2022. Swearing-in of the Deputy Director of the Board of County Commissioners, the oath of office to be administered by Honorable Stephen M. Sweeney, New Jersey State Senate President.

Annual Address by the Director of the Board of County Commissioners.

Comments by Commissioners.
1. **RESOLUTION** adopting the *Rules of the Board* for the Board of County Commissioners of the County of Gloucester for the year 2022.

2. **RESOLUTION** adopting Commissioner Assignments for the Board of County Commissioners of the County of Gloucester for the year 2022.

3. **RESOLUTION** authorizing and approving the *Temporary Budget* for the year 2022. This resolution is mandated by N.J.S.A. 40A:4-19 to fund the first quarter of 2022 until the 2022 County Budget is adopted.

4. **RESOLUTION** authorizing Emergency Temporary Appropriations. This is authorized by N.J.S.A. 40A:4-20. This resolution is needed to fund programs in the first quarter of 2022 in excess of the normal 26.25% limit. Most of the costs involved are grants for which we receive 100% authorization in the beginning of the year and it is impractical to only approve a portion of the grant. This is a normal yearly occurrence.

5. **RESOLUTION** adopting a Schedule of Regular Meetings for the Board of County Commissioners of the County of Gloucester for the year 2022. This is to comply with the notice provisions set forth in N.J.S.A. 10:4-9(a).

6. **RESOLUTION** fixing a fee to be paid by members of the public for receiving personal notice of meetings pursuant to the Open Public Meetings Act. Any person may request that a public body mail to him or her copies of any regular meeting schedule upon prepayment by such person of a reasonable sum, if any has been fixed by resolution of the public body to cover the costs of providing such notice.

7. **RESOLUTION** adopting a Cash Management Plan pursuant to N.J.S.A. 40A:5-14, et seq. N.J.S.A. 40:5-14 requires every local unit to adopt a cash management plan by majority vote annually. The Chief Financial Officer of the unit is charged with administering the plan.

8. **RESOLUTION** authorizing a contract with *Parker McCay, P.A.* for professional Bond Counsel and other legal services from January 1, 2022 to December 31, 2022, in an amount not to exceed $175,000.00.

9. **RESOLUTION** authorizing a contract with *Brown & Connery* for professional Labor Counsel and other legal services from January 1, 2022 to December 31, 2022, in an amount not to exceed $275,000.00.

10. **RESOLUTION** authorizing a contract with *Acacia Financial Group*, for professional Financial Advisor services from January 1, 2022, to December 31, 2022, in an amount not to exceed $50,000.00.

11. **RESOLUTION** authorizing a contract with *John Alice* for legal services for the County Adjuster’s Office from January 1, 2022 to December 31, 2022, in an amount not to exceed $35,000.00.

12. **RESOLUTION** authorizing a contract with *John Alice* for legal counsel for the County Division of Social Services from January 1, 2022 to December 31, 2022, in an amount not to exceed $80,000.00.

13. **RESOLUTION** authorizing a contract with *CME Associates* for professional engineering services regarding the 2022 septic system plan reviews in an amount not to exceed $120,000.00.

14. **RESOLUTION** authorizing contracts with *Bach Associates, PC* and *Joseph F. McKernan Jr. Architects and Associates, LLC* for professional architectural services from January 1, 2022 to December 31, 2022 in an amount not to exceed $175,000.00 each.
15. **RESOLUTION** authorizing a contract with **Bowman & Company, LLP** for accounting and other related services related to the 2021 calendar year County Welfare Agency Audit from January 1, 2022 to December 31, 2022 in an amount not to exceed $57,500.00.

16. **RESOLUTION** designating **Gloucester County Qualified Purchasing Agent**, Kimberly A. Larter as Gloucester County’s Public Agency Compliance Officer as required by the New Jersey Administrative Code Section 17:27-3.2 for calendar year 2022. The Public Agency Compliance Officer (hereinafter “PACO”) shall specifically perform the duties prescribed in New Jersey’s affirmative action rules and ensuring the County’s compliance with these rules. The PACO also performs any other liaison and assistance functions as may be requested by the New Jersey Department of the Treasury, Division of Contract Compliance.

17. **RESOLUTION** establishing the **official newspapers** for the County of Gloucester for the year 2022. The **South Jersey Times, Courier Post** and the **Sentinel** of Gloucester County.

18. **RESOLUTION** appointing members to the **Agriculture Development Board**. West Jay Kandle, Russell Marino and Michael Visalli.

19. **RESOLUTION** appointing members to the **Animal Shelter Advisory Committee**. Barbara Cancio, Lynn Bianco and Thomas Bianco.

20. **RESOLUTION** appointing a member to the **Board of Education of the Special Services School District and the Vocational School District of the County of Gloucester**. Dean Elsio.

21. **RESOLUTION** appointing members to the **Gloucester County Commission for Women**. Lisa Cerny, Kristine Cervantes, Danielle M. Clark, Cheryl Hoffman Coniglio, Karen Dickel, Laura Houston, Mary Jane Love, Rena Morrow, Ana Rivera, Gail Slimm, Marguerite Stubbs, Jennifer Turner, Sue Weber, and Beverly Ranton Wellons.

22. **RESOLUTION** appointing members, a Chairman and Vice Chairman for the **Gloucester County Construction Board of Appeals**. Mark Brunermer, Joseph Conboy and Robert Deangelo as members and designating Robert Deangelo as Chairman and Joseph Conboy as Vice Chairman.

23. **RESOLUTION** appointing representatives to the **Delaware Valley Regional Planning Commission**. Vince Voltaggio and Commissioner Simmons, 1st Alternate.

24. **RESOLUTION** appointing members to the **Disabilities Advisory Council**. Kevin Brown, Joan Clark, Joyce Feder, Bryan Miller, Kimberly Quigley, Theresa Rohlfing, Rhonda Rogers, Graceanne Ryan, OEM Representative, Rowan School of Medicine Rep., Division of Vocational Rehabilitation, County Special Services School District, Workforce Development Board.

25. **RESOLUTION** appointing members to the **Diversity, Equity, and Inclusion Advisory Board**. Ave Altersitz, Michelle Baylor, Lisa Cerny, Roy Dawson, Michael Dicken, Frederick Keating, Ed.D. and Rafael Muniz.

26. **RESOLUTION** appointing members to the **Emergency Management Council**. Emergency Management Coordinator, Heath Department, Public Works Dept. Liaison, Public Information Officer, Economic Development Director, CBRNE Team, Division of Social Services, Sheriff, County Counsel, County Fire Marshal, Charles Jones (Solvey Sollexis), Mark Chapman, Inspira Medical Systems, Red Cross Director, Deputy Emergency Management Coordinator, Division of Special Transportation, County Medical Examiner, County EMS Chief, County Prosecutor, Commissioner Liaison, Hazmat Mitigation Officer, County Mental Health Administrator, Pat Robinson, Paulsboro Refining Co.
27. RESOLUTION appointing members to the Gloucester County Excess Liability Fund. Timothy Sheehan and County Counsel, Alternate.


29. RESOLUTION appointing a member to the Gloucester County Housing Authority. John Giovannielli.


31. RESOLUTION appointing a member to the Gloucester County Improvement Authority. Greg Ferretti.

32. RESOLUTION appointing a member to the Industrial Pollution Control Finance Authority. Laurie Burns and Tracey Giordano

33. RESOLUTION appointing members as the Gloucester County Insurance Commission Representatives. County Counsel and George Hayes, Alternate.

34. RESOLUTION appointing members to the County Interagency Coordinating Council for Children. Rudolph Aikens, Robert Bamford, Lisa Conley, Virginia DeLong, Christina DiGiovacchino, Emily Gillam, Kim Glazer, Adrienne Jackson, Amy Kiger, Beverly Lynch, Tracy Hilliker Mauiriello, Jennifer Plews, Jennifer Rodriquez, Linda Smith, McKinney-Vento Liaison, Director Gloucester County CMO, Director Mobile Response and Director Family Support Org

35. RESOLUTION appointing members to the Library Commission. David Flaherty


37. RESOLUTION appointing members to the Local Citizens Advisory Board of Transportation. Salvatore Barbuto, Nick Cressman, Robert Dazlich, Cadie DiGiambattista, Dennis Ledger and NJ Transit Representative.

38. RESOLUTION appointing a member to the Gloucester County Mental Health Board. Becky Dilisciandro, PhD. (ex officio), Joann Dunagan, Juanita Nazario, Shane Stevenson, President of Police Chief - or designee, and Rowan College Dir. of Special Service.

39. RESOLUTION appointing Gloucester County members to the New Jersey Association of Counties. Commissioner Heather Simmons, Commissioner Frank J. DiMarco, 1st Alternate, and Commissioner Jim Jefferson, 2nd Alternate.

40. RESOLUTION appointing a Deputy OEM Coordinator. Charles Murtaugh

41. RESOLUTION appointing a member to the Pinelands Commission. Commissioner Christy

42. RESOLUTION appointing members to the Police Academy Advisory Board. Citizen Members: Director of Emergency Response, Steven Pfeiffer; Member of The Gloucester County Prosecutor’s Office; Three (3) Members of The Police Chief’s Association Representatives; Lt. Guy Collins; Member of Rowan College of South Jersey; Commissioner DiMarco and Commissioner Christy.
43. **RESOLUTION** appointing members to the **Rowan College of South Jersey Board of Trustees Search Committee**. Colleen Collins, Dr. Geraldine Martin, Edward Munin, Phillip Tartaglione and Genevieve Witt.

44. **RESOLUTION** appointing members to the **Rowan College of South Jersey Board of Trustees**. Isabelita Marcelo Abele and Len Daws.


47. **RESOLUTION** appointing members to the **South Jersey Regional Film Cooperative**. Tom Bianco, John Burzichelli, Michelle Shorey, and Commissioner Simmons.

48. **RESOLUTION** appointing **Deputy Tax Assessors**. Robin Hague and Jeffery Taylor.

49. **RESOLUTION** appointing members to the **Tri-County Water Quality Control Board**. Mackenzie Belling and Beth Christensen.

50. **RESOLUTION** appointing members to the **Gloucester County Utilities Authority**. Randy Cossaboon and James Sabetta.

51. **RESOLUTION** appointing members to the **Advisory Board for the County Veteran’s Cemetery**. Commissioner Liaison, Commissioner Liaison Deputy, Commander, GC Vet Advisory Board, Director of Veteran's Affairs, Supervisor of Internment.

52. **RESOLUTION** appointing members to the **Voting Accessibility Advisory Committee**. The 4 Members Board of Elections, Commissioner Frank DiMarco, Lynn McClintock, Superintendent of Elections, Mark Harris, Bernadette Forward and Chad Bruner, County Administrator.

53. **RESOLUTION** appointing members to the **Workforce Development Board**. Anthony Bellia, Julie DeLaurentis, Kathy Farinaccio, Michael Girone, Peter Kapielyan, Hunter Kintzing, James Robinson, Shane Stevenson and Les Vail.

54. **RESOLUTION** appointing members to the **Gloucester County Youth Services Commission**. Rev. Dr. A.B. Frazier, Venus Davis, Sonia Decencio, Gerald Hodges, Mary Beth Monroe, Kenneth Ridinger, Jennifer Rodriguez, James Sampson, Dr. Carole Ann Subotich, County Prosecutor Representative, DCF/DCP&P Representative, Presiding Judge of Family Part, Commission Director Representative, Asst. Family Division Manager Rep., Vicinage Chief Probation Officer Rep., County Mental Health Administrator, Superintendent of Schools Rep., Superintendent of GCIT Rep., Div. of Human & Disability Service Dir., Assoc. VP of Together Youth Shelter, Detention Center Director Rep., Family Crisis Unit Representative, Law Enforcement Representative, Director of Addiction Services, Workforce Development Rep. and County Public Defender Rep.,

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**Director’s Appointments**

**Adjournment**
RESOLUTION ADOPTING THE RULES OF THE BOARD
FOR THE BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF GLOUCESTER FOR THE YEAR 2022

BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester, that the Rules for the government of the Board for the year 2022, a copy of which is annexed hereto and made a part hereof, consisting of Articles I through X, and consisting of 14 pages, be and are hereby adopted.

BE IT FURTHER RESOLVED that the reading of the 2022 Rules in their entirety be dispensed with as the discretion of the Director, as copies of said Rules have been distributed to all members of the Board of County Commissioners in advance, and that same are lodged with the Clerk of the Board and available for public inspection.

ADOPTED at the Annual Stated Meeting of the Board of County Commissioners of the County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

, DIRECTOR

Laurie J. Burns,
CLERK OF THE BOARD
RULES OF THE BOARD OF COUNTY COMMISSIONERS
2022
ARTICLE I

All requests for Resolutions, with all supporting documentation, for both regular and special meetings shall be in the hands of the appropriate County Counsel prior to 10:00 a.m. on the Friday, two weeks preceding the next regularly scheduled meeting (when the next regularly scheduled meeting is held on the following Wednesday).

The County Counsel will be responsible for having the requested Resolution along with all supporting data in the Clerk of the Board’s Office by 10:00 a.m. on the Friday of the week preceding the meeting. If the Friday preceding the meeting is a holiday, then all Proclamations and/or Resolutions shall be submitted to the Clerk of the Board’s office by 10:00 a.m. on the Thursday preceding the meeting. The Department Head shall be responsible for obtaining a Certificate of Availability of Funds, where appropriate, which must be accompanied with the Agenda Request form.

All requests for Proclamations shall be prepared in accordance with the above stated schedule. All Proclamations shall be submitted under the Department of the Director, to be introduced by and in the name of the Director of the Board, and to include the name of the Commissioner sponsoring said Proclamation.

The Draft Agenda shall be set by the Commissioner Director and will be prepared by the Clerk of the Board’s Office and transmitted to each Commissioner electronically by Friday of the week preceding the regular meeting.

All Proclamations and Resolutions shall be approved as to form by County Counsel and so noted on the rear of the face sheet thereof prior to same being accepted by the Clerk of the Board.

Any item not received by the deadline may be placed on the Agenda with a majority vote of the Commissioners present. However, same still must be approved as to form by County Counsel prior to action by the Board.

Should a holiday or other unforeseen circumstances occur, the schedule as outlined will be altered to allow for Commissioner receipt of the Agenda at least 24 hours prior to the meeting.

The Clerk of the Board shall call special meetings of the Board whenever the Director may direct or whenever four members of the Board shall file with the Clerk of the Board a written request therefor. The call for a special meeting shall be in writing and shall state the business to be transacted and the purpose thereof, and shall be given as provided by law.
ARTICLE II
Place of Meetings

All meetings shall be held in the County Buildings, 1 N. Broad, Ceremonial Courtroom in the City of Woodbury, as aforesaid, except when otherwise ordered by the Board or otherwise specified in the call for a special meeting. During a pandemic or State of Emergency, the use of virtual meetings through Zoom or Microsoft meetings, may be used.

ARTICLE III
Quorum

A majority of all members elected and qualified shall constitute a quorum to transact business and to decide every matter or questions, except as otherwise provided by law, but a less number may convene from time to time and take action to compel the attendance of absentees. All business transacted shall be in accordance with existing Statutes.

ARTICLE IV
Order of Business

The order of business shall be as follows:

1. Call to order
2. Flag salute
3. Open Public Meetings statement
4. Roll Call
5. Changes to the Agenda
6. Approval of Minutes of previous meeting
7. Proclamations
8. Introduction and/or public hearings
9. Open meeting to the public
10. Old business
11. New business
12. Open meeting to the public
13. Adjournment

All Resolutions shall be read by title (unless by Consent Agenda).
ARTICLE V
Rules of Order

1. Any member desiring to speak or present any petition, resolution, report or other matter to the board shall address the Director, and if two or more members address the Director at the same time, the Director shall decide which one is entitled to the floor.

2. No member shall speak more than twice on any question at the same meeting of the Board without leave of a majority of the members present.

3. No motion shall be debated or discussed unless the same has been seconded, and when a motion shall have been made and seconded, it shall be stated by the Director before debate, and every motion or resolution shall be reduced to writing if any member shall desire it.

4. When a motion is under debate, no motion shall be received except:
   a. to adjourn;
   b. to lay on the table;
   c. for the previous questions;
   d. to postpone; and
   e. to amend, which questions shall have precedence in the order above named

5. A motion to adjourn, lay on the table, to postpone, or for the previous question shall be decided without debate.

6. If any question in debate shall contain several distinct propositions, a division shall be made by the Director or at the request of any Commissioner.

7. When a motion has once been put and decided, it shall be in order for a member who voted in the majority to move the reconsideration thereof, but no such motion shall be in order more than once, nor unless made on the same day in which the vote was taken, or on the day of the next subsequent meeting of the Board.

8. There shall be a roll call for attendance. All votes on ordinances shall be roll call votes. All other actions or resolutions shall be by roll call vote.

9. When a member shall be called to order by the Director or by a member, the member shall immediately resume his/her seat and the point of order shall be decided by the Director subject to an appeal to be determined by the members present.

   The Director may call for the opinion of County Counsel upon any question of order.

10. No member shall speak to another or leave his/her seat while the minutes, reports, or any other papers are being read or any member is engaged in debate.

11. No member shall withdraw from the meeting room while the Board is in session without the permission of the Director or of the Board.

12. Unless as otherwise provided for by law, or by a rule of this Board, the Commissioner in charge of the Department or committee ordering any material or work done must examine the bills or vouchers therefor and approve or reject the same before the same shall be filed with the auditors and paid.
13. All reports from any Department or Standing or Special Committees shall be made in writing and filed with the Clerk of the Board prior to the meeting unless said reports are given orally.

14. All other questions of order and debate not herein enumerated shall be decided according to Robert's Rules of Order newly revised 12th edition as revised and amended from time to time.

15. Public participation at meetings of the Board of County Commissioners shall be encouraged and shall be regulated as follows:

A. A member of the public wishing to address the Board may do so after being recognized by the Director of the Board.

B. The speaker must state his or her name and residence address for the record;

C. All persons recognized by the Director must engage in respectful and orderly discourse. In the event of disrespectful, vulgar or inflammatory discourse, repetitive the Director may exercise discretion and terminate the person’s right to speak;

D. All statements to the Board of County Commissioners or other members of the County administration must be addressed through the Director;

E. Members of the public addressing the Board shall be allotted up to five minutes to address members of the Board regardless of the number of issues to be addressed. Members of the public will be recognized only during the designated public participation segments of the meeting. Speakers shall not be entitled to “borrow” time from other speakers.

At the discretion of the Director and subject to the consent of a majority of the Board present at a given meeting, the time allocation may be relaxed and extended when in the best interest of the County and the business of the Board. Such relaxation or extension shall not constitute a binding precedent on the Board with regard to other speakers on the same or other issues.

16. No member of the Board of County Commissioners shall engage in any text messaging, e-mailing, or use of a cell phone or other mode of electronic communication at any time during the course of a public meeting, with the exception of the use of County issued iPads, which shall not have wireless capabilities.

17. A member of a public body can participate in a meeting, even though she or he is not physically present, provided the following conditions are met:

A. The person, who is not physically present, is on a speaker phone so that the absent member may hear everything said in the room and everyone in the room, including the public, can hear everything the absent member says;

B. The absent member hears and can participate in the entire discussion on the subject at hand;

C. The procedural aspects to the meeting as to notice, etc., are regular in every other respect.
ARTICLE VI
Officers, Employees and Representatives

The Director and Deputy Director of this Board shall be elected at the annual meeting as aforesaid. In addition, the Board shall elect the following officers, employees and representatives:

<table>
<thead>
<tr>
<th>Officers</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>County Administrator</td>
<td>3, 4 or 5 years</td>
</tr>
<tr>
<td>Clerk of the Board</td>
<td>3 years</td>
</tr>
<tr>
<td>County Treasurer</td>
<td>3 years</td>
</tr>
<tr>
<td>Chief Financial Officer</td>
<td>1 (if interim) or 3 years</td>
</tr>
<tr>
<td>County Counsel</td>
<td>3 years</td>
</tr>
<tr>
<td>County Engineer</td>
<td>5 years</td>
</tr>
<tr>
<td>County Road Supervisor</td>
<td>5 years</td>
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<tr>
<td>Assistant Road Supervisor</td>
<td>3 years</td>
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<tr>
<td>County Fire Marshal</td>
<td>3 years</td>
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<tr>
<td>Assistant County Fire Marshal</td>
<td>3 years</td>
</tr>
<tr>
<td>County Purchasing Agent</td>
<td>3 or 5 years (if QPA)</td>
</tr>
<tr>
<td>Buildings &amp; Grounds Supt.</td>
<td>5 years</td>
</tr>
<tr>
<td>Medical Examiner</td>
<td>5 years</td>
</tr>
<tr>
<td>Emergency Mgt. Coordinator</td>
<td>3 years</td>
</tr>
<tr>
<td>Deputy Emergency Mgt. Coordinator</td>
<td>3 years</td>
</tr>
<tr>
<td>County Tax Assessor</td>
<td>5 years</td>
</tr>
<tr>
<td>Deputy County Tax Assessor</td>
<td>3 years</td>
</tr>
</tbody>
</table>

**Employees and Representatives**

| Delegate to State Assoc.             | 1 year            |

The Board may select such other officers, employees or representatives as it deems necessary, which officers, employees or representatives shall be elected for the terms prescribed by law. In cases where no term is specified therein, then the officer, employee or representative shall serve at the pleasure of the Board.

All officers, employees and representatives to be elected by the Board shall be nominated from the floor and the nominees receiving the votes of a majority of the entire membership present of the Board shall be declared elected unless otherwise provided by law.

Any elected officer, employee or representative may be removed during his term of office for cause, subject to the Statutes in such case made and provided.
ARTICLE VII
Duties of Officers

1. **Director of the Board**

The Director shall preside at all meetings of the Board, preserve order and decide questions or order subject to an appeal as herein provided. The Director shall vacate the chair only when moving a motion or resolution at which point he shall appoint some member of the Board as Director pro tem.

The Director shall appoint all standing and special committees with the consent of the Board, and shall be an ex-officio member of each such committee, as well as each and every department with the full right to vote.

The Director shall have no greater authority than other Commissioners except as hereinabove provided.

2. **Deputy Director of the Board**

The Deputy Director shall serve during the absence or temporary disability of the Director, and during the time of actual service the Deputy Director shall have all of the powers and duties given to the Director or imposed upon the Director.

3. **County Administrator**

The County Administrator shall be responsible to the Board of County Commissioners for the efficient, orderly and economical administration of all administrative and executive affairs of the County. The County Administrator shall have the power to recommend, when and where appropriate, the appointment, promotion, removal, suspension, discipline, supervision and control of all department heads, consistent with Titles 4 and 11 of the Revised Statutes of New Jersey. The County Administrator will be authorized to sign-off on all personnel actions. The County Administrator will be the authorized Appointing Authority for the County of Gloucester.

The County Administrator shall assist in the preparation of the annual budget and capital program for each ensuing year and shall, upon the adoption thereof, guide and advise the execution of same in accordance with the appropriations, resolutions and ordinances adopted by the Board.

The County Administrator is authorized to approve any bill for payment prior to the date of audit for such purposes as would favor the County of Gloucester and/or provide for discounts, savings or enhance the orderly conduct of business. Such authorization shall be in writing. A record of any such authorizations for payment shall be included in the first audit subsequent to payment, for ratification by the Board of Commissioners.
The County Administrator shall review and offer recommendations regarding the supervision, direction and control of the internal organization and reorganization, where necessary, of each department or other administrative office and unit of the County except as herein otherwise provided.

The County Administrator shall attend all meetings of the Board with the right to take part in the discussions, but without the right to vote.

The County Administrator shall recommend for adoption by the Board such measure as he/she may deem necessary and proper for the efficient economical and lawful administration of the internal affairs of the County.

The County Administrator shall have the authority to examine or inquire into the affairs or operation of any division, department, office or employee of the County relating to the internal affairs of the County at any time, including any autonomous or semi-autonomous body or board whose operations are in part or in full financed by the County upon first notifying the Commissioner in charge.

The County Administrator shall advise and recommend the establishment of personnel policies of the County.

The County Administrator shall have the authority with the concurrence of the Director of the Board of Commissioners to submit vouchers to the Department of Administration for audit and payment by the Board of Commissioners at times other than those described in Article X hereof.

The County Administrator shall perform such duties and have such other powers as permitted by statute or by the ordinance and resolutions of the County.

The County Administrator shall have all necessary and incidental powers to perform and exercise any of the duties and functions specified above and any others which are lawfully delegated to him/her by direction of the Board.

The County Administrator shall receive an annual salary as provided for in the annual salary resolution.

The County Administrator shall also have the power to sign any and all documents on behalf of the Clerk of the Board in the absence of the Clerk of the Board. In the absence of both the Clerk of the Board and the County Administrator, the Deputy County Administrator shall have the power to sign any and all documents.

If the circumstances arise and the Commissioner Director cannot sign a contract(s)/document(s), the County Administrator shall have the power to sign any and all contract(s)/document(s).
4. **Clerk of the Board**

It shall be the duty of the Clerk of the Board to attend all meetings of the Board, to keep full and accurate minutes of all proceedings and enter the same, with all orders and resolutions, in a book to be kept for that purpose. Said minutes to be taken from recorded meeting tapes, which shall be retained for a period of ninety (90) days or after the official minutes as kept by the Clerk of the Board are approved, whichever date is later. The Clerk of the Board shall make available to the public reproductions/copies of any tapes kept for a fee consistent with OPRA. The Clerk of the Board shall have custody of the Seal of the County and all books, papers, and documents belonging to or relating to the Board. The Clerk of the Board shall provide for all notices and advertisements as prescribed by law. The Clerk of the Board shall perform such other duties as the Board may order from time to time. For his/her service, the Clerk of the Board shall receive an annual salary to be fixed by the Board.

5. **County Treasurer**

The County Treasurer shall attend such meetings of the Board as the Director of the Board so requests and shall report the condition of the finances of the County. He/she shall prepare, prior to each regular meeting, a monthly report showing the monies on hand in each of the accounts of the budget appropriations and present the same to the Board at the regular meeting. He/she shall receive all funds of the County of Gloucester and deposit said funds as prescribed by New Jersey Statutes 40A:5-15. He/she shall also prudently invest cash not immediately required in financial institutions qualified to receive such investments under the New Jersey GUDPA law. He/she shall certify all Purchase Orders issued by the County Purchasing Agent, only as to the availability of funds and shall encumber said amounts. He/she shall perform such other duties as prescribed by regulations of the Division of Local Government Services or by resolution of manner described by ordinance.

The Treasurer is authorized to pay insurance premiums prior to the date of audit if said payment is necessary to avoid loss of insurance coverage and/or the imposition of interest or other monetary charges. A record of all such insurance premium payments shall be included in the first audit subsequent to payment for ratification by the Board of Commissioners.

6. **Public Works Director**

The Director of the Department of Public Works shall develop, coordinates and maintains daily responsibility and tasks of the divisions of County Engineer, the Road Supervisor, the Planning Director and the Superintendent of Fleet Management. The Director of Public Works shall be responsible for the preparation of the annual budget and shall work with and consult with each of the respective division heads on this component. The Director of the Department of Public Works shall be responsible for the effective management of all employees of each of the divisions within the Public Works Department. Such management shall include all recommendations for discipline which shall be made directly to the County Administrator. The Director of the Department of Public Works shall have oversight into the day to day operations of the Road
Department, including project scheduling and any matters related thereto. The Director of the Department of Public Works shall receive and review operation reports of each of the divisions of the Department and shall be responsible for oversight to assure the effective coordination of all operations. The Director of the Department of Public Works shall participate in the review and approval of all road opening permits and subsequent approval of the release of all performance guarantees. The Director of the Department of Public Works shall receive an annual salary to be fixed by the board. He/she shall attend such meetings as the Director of the Board so requests.

7. County Engineer

The County Engineer shall furnish all plans, specifications and estimates and perform the duties of an engineer in making all surveys necessary for road and bridge construction, maintenance and repairs. He/she shall supervise the construction and reconstruction of all County roads and bridges as required by law. The County Engineer shall participate in the review and approval of all road opening permits and subsequent approval of the release of all performance guarantees. The County Engineer shall attend such meetings of the Board as the Director of the Board so requests.

8. County Road Supervisor

The County Road Supervisor shall have charge of the repair and maintenance of the County roads. He/she shall regularly inspect the roads, and report to the County Engineer any findings of roads, bridges or appurtenances that could require design improvements.

The County Road Supervisor shall be responsible for daily and routine maintenance of all county roads, bridges and drainage ways. He/she shall approve all bills for expenses and repair of said road projects not under the jurisdiction of the County Engineer before the same shall be paid. He/she shall make out a statement of all expenditures and report to the Commissioner responsible for the Department of Public Works and the County Administrator on a monthly basis. He/she shall, as directed by the Commissioner responsible for the Department of Public Works, order and purchase all material for road purposes within the limitations provided by law and these rules and keep an accurate account thereof, and report the same to the Board monthly. He/she shall receive an annual salary to be fixed by the Board. He/she shall attend such meetings of the Board as the Director of the Board so requests. The Board of Commissioners shall establish policies, procedures and a permitting process for the opening or excavating of County Roads. It shall be the responsibility of the Road Supervisor to administer said policy.

The Director of the Department of Public Works, the Road Supervisor, the County Engineer and the County Planning Director shall review and approve all requests for road opening permits and the release of all guarantees involved in the permitting process.
9. **County Counsel and Assistant County Counsel**

The County Counsel, or any Assistant County Counsel shall attend all formal meetings of the Board and shall receive for such attendance and duties as to this office an annual salary to be fixed by the Board. Absence shall be permissible upon approval of assigned Commissioner or Director of the Board. He/she shall conduct all of the legal business of the County except as hereinbefore provided. Any attorney-at-law of this state may be employed by the Board to perform legal services on behalf of the County to serve according to County Counsel statutory term and be paid such compensation as it may determine to be reasonable. Each such attorney shall be subject to the supervision of the Director. Requests for Legal opinions by County Commissioners shall be submitted on prescribed form through the Commission Director’s office.

Assistant County Counsel shall perform such duties as may be delegated to them by the County Counsel or by the Board, and in the absence of the County Counsel perform their duties. All Counsel shall receive an annual salary to be fixed by the Board.

10. **Purchasing Agent**

The Purchasing Agent shall purchase supplies, materials, and equipment, and contract for services required by any department purchases made and contracts awarded for any supplies, materials, or equipment or contractual services shall be pursuant to a written requisition from the department whose appropriation will be charged and the Certification of the Treasurer that a sufficient unencumbered balance of appropriation is available to pay therefor. He/she shall establish and enforce specifications with respect to such services, supplies, materials, and equipment. He/she shall receive bids and recommend to the Commissioners the awarding of contracts other than those contracts where the Board of Commissioners, by resolution, have designated responsibility to another official. The County Purchasing Agent shall have the authority, with the advice of assigned Counsel, to reject any bids and rebid for goods and services. In case of the rejection of bids, the Purchasing Agent shall notify the Commissioner in charge of Administration, the Commissioner in charge of the department seeking the goods and/or services and the County Administrator.

He/she shall have charge of any and all central storerooms which may be established pursuant to effectively carrying out his/her duties. He/she shall attend such meetings of the Board as the Director of the Board so requests.

11. **All other officers**

All other officer, agents and employees of this Board as may be required to do the business of the County as may be appointed therefor shall do and perform such duties as are now or may hereafter be required by law, by the Board, or by the proper Director in charge thereof.
12. Indemnification and liability

a. The Board of County Commissioners of the County of Gloucester (hereinafter referred to as the Board) shall defend and indemnify any Commissioner member of said Board (hereinafter referred to as member), or officer described in Article VI (hereinafter referred to as officer) in accordance with the New Jersey Tort Claims Act, P.L. 1982, c. 45 (c. 59:1-1 et seq.). The Board shall pay or reimburse any member or officer of the Board for any bona fide settlement agreement, and shall pay or reimburse all costs of defending the action, including reasonable attorney fees and expenses, together with costs of appeal, if any.

The Board shall not defend and indemnify any member or officer of the Board when the act of omission was not within the scope of employment or duties, or the act or omission was because of actual fraud, willful misconduct or actual malice.

b. When the Board defends an Action against any member or officer of the Board, the Board may assume exclusive control of the defense of such persons.

c. In any action undertaken by the Board on behalf of a member or officer of the Board, such person defended by the Board shall cooperate fully with the defense. The member or officer of the Board shall provide prompt notice to the Board and its legal counsel of any complaints or claims served upon such person or the Board. The Board shall provide timely information to the member or officer defended by the Board on the progress of the action.

d. No member of the Board or person executing bonds or notes as authorized by the Board shall be liable personally on the bonds or notes by reason of their issuance.

ARTICLE VIII
Departments

There are hereby created seven departments for the proper administration of the business of the County by this Board. Each department shall be under the direct control and supervision of a director thereof, who shall be appointed at the annual meeting by the Director of this Board. All inquiries regarding another Commissioner's department shall be submitted to the Director's office and copied to the Commissioner for said department. The Director of this Board may also appoint such other members to each department as the Director deems necessary. The various departments and their duties are as hereinafter set forth:

1. **Department of Administration.** The Department of Administration, through the Human Resources Division, shall have jurisdiction over all personnel policies of the County, and of its officers and employees, and all matters relating to Civil Service. This Department shall be responsible for all labor negotiations and shall have jurisdiction over Administrator/Human Resources/Clerk of the Board, Animal Shelter/Advisory Board, County Counsel, Elections (Board & Superintendent), Improvement Authority, Housing Authority, Insurance Commission, Planning
2. **Department of Law and Justice.** The Department of Law and Justice shall have jurisdiction over the following sub-departments and/or committees: Correctional Services, Courts/Probation, Prosecutor and Sheriff.

3. **Department of Economic Development & Public Works.** The Department of Economic Development and Public Works shall have jurisdiction over the following sub-departments and/or committees: Agriculture Development Board, Economic Development, Extension Services/4H, Gloucester County Chamber of Commerce Representative (GCCCR), Planning Board Member (Statutory), Public Works (Engineering, Fleet Management, Planning/CDBG, and Roads), S.W.A.C. and Tri-County Water Quality Management Board.

4. **Department of Public Safety & Veterans Affairs.** The Department of Public Safety and Veterans Affairs shall have jurisdiction over the following sub-departments and/or committees: Emergency Management/ Emergency Management Council, Emergency Response (911), Emergency Medical Services (EMS), Fire Marshal, Police Academy, Veteran’s Affairs, Veteran’s Advisory Committee and Veteran’s Cemetery Committee.

5. **Department of Education, Land & Property.** The Department of Education, Land & Property shall have jurisdiction over the following sub-departments and/or committees: Buildings and Grounds, Gloucester County Institute of Technology/ Special Services School District (GCIT/SSSD), Gloucester County Library System, Land Preservation, Rowan College of South Jersey (RCSJ) and Superintendent of Schools.

6. **Department of Health and Human Services.** The Department of Health and Human Services shall have jurisdiction over the following sub-departments and/or committees: Commission for Woman, Health, Human, Social & Special Services (DPAC/Mental Health), Human Services Advisory, Parks & Recreation/Golf Course, Senior Services, Social Services, Transportation Advisory Council and Youth Services Commission.

7. **Department of Government Services.** The Department of Government Services shall have jurisdiction over the following sub-departments and/or committees: Construction Board of Appeals, County Clerk, Medical Examiner and Surrogate.
ARTICLE IX
Auditing of Bills

The Treasurer shall examine all bills presented to it for payment by persons furnishing or selling the County goods or services of any kind in the different offices or the several departments thereof in the County. All bills and claims against the County shall be presented to the Treasurer not later than the close of business on the first day of each month, or they may be presented to the County Treasurer during regular office hours. All requests for payments thus presented shall be audited prior to the regular monthly meeting. The Treasurer may set more than one day to attend to its duties in connection with any one meeting if, in its judgment, such action is necessary. The Treasurer may in its sole discretion audit any bill presented at any time.

ARTICLE X
Suspension and Amendments

These rules and any order of the Board may be suspended upon the affirmative vote of at least four members of the entire Board. These rules may be amended by submitting the proposed amendments in writing to the Board at a meeting duly called in accordance with these rules, read aloud by the Clerk of the Board and laid over for a vote at the next regular meeting of the Board or at a special meeting duly called for the purpose, at which time a majority vote of the entire membership shall be required for the adoption of the amendment, provided however, and rule may be altered or amended at any meeting by the unanimous consent of all members of the Board.

Revised: 12/15/2021
RESOLUTION ADOPTING COMMISSIONER ASSIGNMENTS
FOR THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GLOUCESTER FOR THE YEAR 2022

BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester, that the 2022 assignments of the Departments and areas of responsibility for the Board of County Commissioners, a copy of which is annexed hereto and made a part hereof, be and is hereby adopted.

BE IT FURTHER RESOLVED that the reading of the 2022 assignments in their entirety be dispensed with at the discretion of the Director, as copies of said assignments have been distributed to all members of the Board of County Commissioners in advance, and that same are lodged with the Clerk of the Board and available for public inspection.

ADOPTED at the Annual Stated Meeting of the Board of County Commissioners of the County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

_____________________, DIRECTOR

Laurie J. Burns,
CLERK OF THE BOARD
**2022 COMMISSIONERS’ DEPARTMENT ASSIGNMENTS**

| DEPARTMENT OF ADMINISTRATION | DIRECTOR FRANK DIMARCO  
|                             | COMMISSIONER HEATHER SIMMONS |
| Administrator/Human Resources/Clerk of the Board  
County Counsel  
Improvement Authority  
Animal Shelter/Advisory Board  
Utilities Authority  
Insurance Commission  
| Planning Board Member (Statutory)  
Finance (Treasurer/Purchasing)  
Tax Assessor/Board of Taxation  
Housing Authority  
Elections (Board & Superintendent)  
Wage & Hour  
|  
| DEPARTMENT OF LAW & JUSTICE | COMMISSIONER NICHOLAS DESILVIO  
|                             | COMMISSIONER CHRISTOPHER KONAWEL |
| Correctional Services  
Courts / Probation  
| Prosecutor  
Sheriff  
|  
| DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS | COMMISSIONER HEATHER SIMMONS  
|                             | COMMISSIONER DAN CHRYSTY |
| Economic Development  
Gloucester County Chamber of Commerce Representative  
Public Works (Engineering, Planning/CDBG, Fleet Management, Roads)  
Agriculture Development Board  
| SWAC  
Planning Board Member (Statutory)  
Tri-County Water Quality Management  
Extension Services / 4H  
|  
| DEPARTMENT OF PUBLIC SAFETY & VETERANS AFFAIRS | COMMISSIONER DAN CHRYSTY  
|                             | COMMISSIONER HEATHER SIMMONS |
| Emergency Management/Emergency Management Council  
Emergency Medical Services (EMS)  
Emergency Response (911)  
Fire Marshal  
| Veteran’s Affairs  
Veteran’s Advisory Committee  
Veteran’s Cemetery Committee  
Police Academy  
|  
| DEPARTMENT OF EDUCATION, LAND & PROPERTY | COMMISSIONER LYMAN BARNES  
|                             | COMMISSIONER JIM JEFFERSON |
| GCIT/SSSD  
Gloucester County Library System  
Land Preservation  
| Rowan College of South Jersey (RCSJ)  
Superintendent of Schools  
Buildings & Grounds  
|  
| DEPARTMENT OF HEALTH & HUMAN SERVICES | COMMISSIONER JIM JEFFERSON  
|                             | COMMISSIONER LYMAN BARNES |
| Commission for Women  
Transportation Advisory  
Health, Human, Social & Special Services (DPAC/Mental Health)  
Youth Services Commission  
| Social Services  
Human Services Advisory  
Senior Services  
Parks & Recreation / Golf Course  
|  
| DEPARTMENT OF GOVERNMENT SERVICES | COMMISSIONER CHRISTOPHER KONAWEL  
|                             | COMMISSIONER NICHOLAS DESILVIO |
| County Clerk  
Surrogate  
| Construction Board of Appeals  
Medical Examiner  
|
RESOLUTION AUTHORIZING AND APPROVING THE TEMPORARY BUDGET FOR THE YEAR 2022 PURSUANT TO N.J.S.A. 40A:4-19

WHEREAS, N.J.S.A. 40A:4-19 of the Local Budget Law provides that where any contracts, commitments or payments are to be made prior to final adoption of the 2022 Budget, temporary appropriations shall be made for the purposes and amounts required in the manner and time therein provided; and

WHEREAS, the date of this resolution is within the first thirty (30) days of January 2022; and

WHEREAS, 26.25% of the total appropriations in the 2021 Budget, exclusive of any appropriations made for the debt service, capital improvement funds, and public assistance in said 2021 Budget is the sum of $73,034,456.25.

NOW, THEREFORE, BE IT RESOLVED that the following Temporary Appropriations in the total amount of $55,049,694.00, exclusive of debt service, capital improvement funds and Public Assistance are hereby authorized and approved, and that a certified copy of this Resolution shall be transmitted to the Chief Financial Officer for her records.

BE IT FURTHER RESOLVED that the Temporary Appropriation for debt service, capital improvement funds and public assistance shall be $39,002,256.00, and that the total Temporary Appropriation in the amount of $94,051,950.00 is hereby authorized and approved as follows:

GENERAL APPROPRIATIONS

(a.) Operations

A. GENERAL ADMINISTRATION

1. Administration
   Salaries and Wages 266,748.00
   Other Expenses 43,350.00

2. Board of County Commissioners
   Salaries & Wages 153,944.00
   Other Expenses 20,513.00

3. Advertising Board
   Other Expenses 3,000.00

4. County Clerk
   Salaries & Wages 459,083.00
   Other Expenses 206,625.00

5. Superintendent of Elections
   Salaries & Wages 205,252.00
   Other Expenses 159,332.00

6. Financial Administration
   Salaries & Wages 367,042.00
   Other Expenses 29,875.00

7. Information Technology
   Salaries & Wages 230,782.00
   Other Expenses 451,750.00
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<th>8. Board of Taxation</th>
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<td><strong>Salaries &amp; Wages</strong></td>
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<td><strong>Other Expenses</strong></td>
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<th>9. County Assessor</th>
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<td><strong>Salaries &amp; Wages</strong></td>
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<td><strong>Other Expenses</strong></td>
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<th>10. Legal Department</th>
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<td><strong>Salaries &amp; Wages</strong></td>
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<th>11. Surrogate</th>
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<th>12. Engineering</th>
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<td><strong>Salaries &amp; Wages</strong></td>
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<td><strong>Other Expenses</strong></td>
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<th>13. Department of Economic Development</th>
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<td><strong>Salaries &amp; Wages</strong></td>
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<td><strong>Other Expenses</strong></td>
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<th>14. Historical Society</th>
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<tbody>
<tr>
<td><strong>Other Expenses</strong></td>
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</tbody>
</table>

**B. LAND USE ADMINISTRATION**

1. Planning
   | **Salaries & Wages** | 83,378.00 |
   | **Other Expenses**   | 22,744.00 |

2. Construction Board of Appeals
   | **Salaries and Wages** | 10,911.00 |
   | **Other Expenses**     | 156.00    |

**C. CODE ENFORCEMENT AND ADMINISTRATION**

1. Consumer Protection
   | **Salaries & Wages** | 40,000.00 |
   | **Other Expenses**   | 3,418.00   |

**D. INSURANCE**

1. Liability Insurance
   | **Other Expenses** | 1,500,000.00 |

2. Workman’s Compensation Insurance
   | **Other Expenses** | 700,000.00   |

3. Employee Group Insurance
   | **Other Expenses** | 5,354,625.00 |

4. Unemployment Insurance
   | **Other Expenses** | 100,000.00   |
E. PUBLIC SAFETY FUNCTIONS

1. Emergency Response
   - Salaries & Wages: 5,506,650.00
   - Other Expenses: 1,347,562.00

2. Medical Examiner
   - Salaries & Wages: 309,918.00
   - Other Expenses: 155,228.00

3. Sheriff’s Office
   - Salaries & Wages: 2,496,544.00
   - Other Expenses: 106,668.00

4. Prosecutor’s Office
   - Salaries & Wages: 2,725,858.00
   - Other Expenses: 181,257.00

5. Department of Corrections
   - Salaries & Wages: 887,526.00
   - Other Expenses: 3,210,802.00

F. PUBLIC WORKS FUNCTION

1. Roads and Bridges
   - Salaries & Wages: 771,986.00
   - Other Expenses: 488,976.00

2. Buildings & Grounds
   - Salaries & Wages: 980,295.00
   - Other Expenses: 420,753.00

3. Fleet Management
   - Salaries & Wages: 125,557.00
   - Other Expenses: 274,137.00

G. HEALTH AND HUMAN SERVICES

1. County Health Services – Interlocal Agreements (40:8A-1 et seq.)
   - Salaries & Wages: 552,053.00
   - Other Expenses: 302,523.00

2. Educational & Disability Services
   - Salaries & Wages: 109,525.00
   - Other Expense: 2,861.00

3. Senior Services
   - Salaries & Wages: 233,593.00
   - Other Expenses: 169,750.00

4. Human Services
   - Salaries & Wages: 227,445.00
   - Other Expenses: 68,393.00

5. Veterans Affairs
   - Salaries & Wages: 88,988.00
   - Other Expenses: 8,132.00

6. Commission on Women
   - Other Expenses: 650.00
7. Animal Shelter  
   Salaries & Wages  497,691.00  
   Other Expenses  86,102.00

8. Division of Social Services  
   Salaries & Wages  2,614,600.00  
   Other Expenses  3,235,114.00  
   Aid to Dependent Children  21,798.00  
   Supplemental Social Security  113,892.00

9. Cerebral Palsy Clinic  
   Other Expenses  15,000.00

10. Family Support Center (40:5-2.9)  
    Other Expenses  82,460.00

11. Mental Health Outpost  
    Other Expenses  213,500.00

12. The Arc Gloucester  
    Other Expenses  22,000.00

13. Aid to Occupational Center of Gloucester County  
    (40:23-8.11)  
    Other Expenses  25,000.00

14. Juveniles in Need of Supervision (2A:4-42)  
    Other Expenses  169,219.00

15. Support of Non-Profit Child Care Center  
    Other Expenses  39,987.00

16. Code Blue Housing Services  
    Other Expenses  25,000.00

H. PARKS AND RECREATION FUNCTIONS

1. Parks and Recreation  
   Salaries & Wages  114,156.00  
   Other Expenses  150,962.00

2. Golf Course  
   Salaries & Wages  153,071.00  
   Other Expenses  117,287.00

I. EDUCATION FUNCTIONS

1. Rowan College of Gloucester County  
   Other Expenses  2,150,000.00

2. County Vocational School  
   Other Expenses  2,000,000.00

3. Special Services School District  
   Other Expenses  593,750.00

4. Office of the Superintendent of Schools  
   Salaries & Wages  79,972.00  
   Other Expenses  5,950.00
5. County Extension Services
   Salaries & Wages  45,313.00
   Other Expenses   38,780.00

J. UTILITIES

   Electricity         388,750.00
   Street Lighting     7,250.00
   Water              40,000.00
   Gas (Natural or Propane) 200,000.00
   Heating Oil        11,000.00
   Telephone          600,000.00
   Sewer              14,250.00
   Gasoline & Diesel  225,000.00

K. LANDFILL/SOLID WASTE DISPOSAL

1. Soil Safe – Contractual Obligation Logan Township
   Other Expenses   60,000.00

L. UNCLASSIFIED

1. Prior Year Bills          30,849.00
2. Matching Funds for Grants
   a. Alcohol/Drug Abuse 93,481.00

CAPITAL IMPROVEMENTS

1. Capital Furnishings and Equipment 174,700.00

COUNTY DEBT SERVICE

1. Principal on College Bonds 1,452,500.00
2. Interest on College Bonds  329,476.00
3. Interest on Other Bonds  3,563,700.00
4. Principal on Other Bonds  21,242,500.00
5. Improvement Authority Lease Purchase
   Principal        2,870,000.00
   Interest         2,577,000.00
6. Justice Complex Loan – Principle 3,255,000.00
7. Justice Complex Loan – Interest 826,315.00
8. GCIA Loan Rev 2020 GCSSSD
   Principle       1,515,000.00
   Interest        1,235,075.00

STATUTORY EXPENDITURES

1. Public Employee’s Retirement System 3,305,576.00
2. Social Security                1,500,000.00
3. Police & Fire Retirement System 2,107,328.00
CONTINGENT

1. Contingent 50,000.00

TOTAL TEMPORARY BUDGET FOR THE YEAR 2021 $94,051,950.00

ADOPTED at the Annual Stated Meeting of the Board of County Commissioners of the County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

, DIRECTOR

ATTEST:

Laurie J. Burns,
CLERK OF THE BOARD

THIS IS TO CERTIFY that this is a true copy of the Resolution introduced and adopted by the Board of County Commissioners of the County of Gloucester, New Jersey at the Annual Meeting of this Board held at Woodbury, New Jersey on January 1, 2022.

Laurie Burns,
CLERK OF THE BOARD
RESOLUTION AUTHORIZING EMERGENCY TEMPORARY APPROPRIATIONS

WHEREAS, an emergent condition has arisen with respect to certain programs; and

WHEREAS, there is a need to include additional monies in the 2022 Gloucester County temporary budget; and

WHEREAS, because no adequate provision has been made in the 2022 temporary appropriations for the aforesaid purpose, and N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose above mentioned; and

WHEREAS, the total emergency temporary resolutions adopted in the year 2022, pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S.A. 40A:4-20) including this resolution total $17,584,287.00.

NOW, THEREFORE, BE IT RESOLVED (not less than two thirds of all members thereof affirmatively concurring) that in accordance with the provisions of N.J.S.A. 40A:4-20, the following is hereby authorized and approved:

1. An emergency temporary appropriation shall be:

Statutory Expenditures

1. Public Employee’s Retirement System 5,000,000.00
2. Police & Fire Retirement System 2,500,000.00

State & Federal Grants

1. Fries Mill Rd CR655 Resurfacing from CR610 to NJ 47 3,700,000.00
2. Hurffville Cross Keys Rd CR654 Resurfacing CR630 to CR651 2,000,000.00
3. DUI Checkpoint Saturation Patrol Grant 130,000.00
4. Child Passenger Safety Seat 24,500.00
5. Family Court Grant 141,818.00
6. State/Community Partnership 279,282.00
7. Social Services for the Homeless 298,700.00
8. Social Services for the Homeless-TANF 69,500.00
9. Senior Citizen & Disabled Resident Transportation 576,221.00
10. FTA Small Urban & Rural Area Public Transportation 187,078.00
11. Child Advocacy Development Grant 272,067.00
12. Comprehensive Traffic Safety Program 55,100.00
13. Alcoholism & Drug Abuse Grant Program 606,829.00
14. Juvenile Detention Alternative Initiative 120,000.00
15. Area Plan Grant 1,623,162.00

2. That said emergency temporary appropriations have been provided for in the 2022 budget under the same titles.

3. That one certified copy of this resolution shall be filed with the Director of Local Government Services.
ADOPTED at the Annual Stated Meeting of the Board of County Commissioners of the County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

Laurie J. Burns,
CLERK OF THE BOARD
RESOLUTION ADOPTING A SCHEDULE OF REGULAR MEETINGS FOR
THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GLOUCESTER FOR THE YEAR 2022

WHEREAS, the Open Public Meetings Act of the State of New Jersey, N.J.S.A. 10:4-9(a) requires public bodies to adopt an annual schedule of regular meetings, and to furnish the public with notice of said schedule in a manner more specifically set forth in said Act.

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

1. That the schedule of regular meetings of the Gloucester County Board of Commissioners is hereby adopted for the year 2022, and is annexed hereto and made a part hereof.

2. That copies of the 2022 schedule of regular meetings shall be posted and shall continue to be posted throughout the year on the bulletin board in the vestibule of the Old Court House, Woodbury, New Jersey.

3. That a copy of the 2022 schedule shall be forwarded to the South Jersey Times and the Courier Post.

4. That a copy of said 2022 schedule shall be filed with the Gloucester County Clerk.

ADOPTED at the Annual Stated Meeting of the Board of County Commissioners of the County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

, DIRECTOR

ATTEST:

Laurie J. Burns,
CLERK OF THE BOARD
## 2022 COMMISSIONERS’ MEETING SCHEDULE

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<thead>
<tr>
<th>Meeting Date</th>
<th>Meeting Type</th>
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<tbody>
<tr>
<td>January 1</td>
<td>Annual Reorganization 10 a.m.</td>
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<tr>
<td>January 19</td>
<td>Regular Meeting</td>
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<td>February 2</td>
<td>Regular Meeting</td>
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<td>February 16</td>
<td>Regular Meeting</td>
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<td>March 2</td>
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<td>Regular Meeting</td>
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<td>April 6</td>
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<td>May 11</td>
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<td>May 25</td>
<td>Regular Meeting</td>
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<td>June 1</td>
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<tr>
<td>June 15</td>
<td>Regular Meeting</td>
</tr>
<tr>
<td>July 6</td>
<td>Regular Meeting</td>
</tr>
<tr>
<td>July 20</td>
<td>Regular Meeting</td>
</tr>
<tr>
<td>August 3</td>
<td>Regular Meeting</td>
</tr>
<tr>
<td>August 17</td>
<td>Regular Meeting</td>
</tr>
<tr>
<td>September 7</td>
<td>Regular Meeting</td>
</tr>
<tr>
<td>September 21</td>
<td>Regular Meeting</td>
</tr>
<tr>
<td>October 5</td>
<td>Regular Meeting</td>
</tr>
<tr>
<td>October 19</td>
<td>Regular Meeting</td>
</tr>
<tr>
<td>November 9</td>
<td>Regular Meeting</td>
</tr>
<tr>
<td>November 22</td>
<td>Regular Meeting 5 p.m.</td>
</tr>
<tr>
<td>(TUESDAY)</td>
<td></td>
</tr>
<tr>
<td>November 22</td>
<td>Close Out Meeting 12 p.m. (noon)</td>
</tr>
<tr>
<td>December 7</td>
<td>Regular Meeting</td>
</tr>
<tr>
<td>December 21</td>
<td>Regular Meeting</td>
</tr>
</tbody>
</table>

**UNLESS OTHERWISE STATED OR ADVERTISED ALL REGULAR MEETINGS SHALL COMMENCE AT 6:00 P.M. AND SHALL BE HELD IN COURT ROOM 201 (THE CEREMONIAL COURT ROOM) IN THE COUNTY COURTHOUSE, LOCATED AT 1 NORTH BROAD STREET, WOODBURY, NJ**

**PARKING IS IN THE REAR OF THE COUNTY COURTHOUSE OFF DELAWARE STREET**

**THE ENTRANCE TO THE COMMISSIONERS’ MEETING IS IN THE REAR OF THE COUNTY COURTHOUSE AND IS HANDICAPPED ACCESSIBLE**
RESOLUTION FIXING A FEE TO BE PAID BY MEMBERS OF THE PUBLIC FOR RECEIVING PERSONAL NOTICE OF MEETINGS PURSUANT TO THE OPEN PUBLIC MEETINGS ACT

WHEREAS, in accordance with N.J.S.A. 10:4-19, the Open Public Meetings Act of the State of New Jersey provides that any person may request a public body to mail to him or her copies of any regular meeting schedule or revision thereof, and any advance written notices required to be given in said Act of any regular, special or rescheduled meeting; and

WHEREAS, said Act further permits a public body to fix, by resolution, a reasonable fee to be prepaid by any such person requesting that said notices be forwarded to him or her to cover the cost of providing such personal service.

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

1. That any member of the public wishing to receive personal notice of meetings as provided in the Open Public Meetings Act shall file his or her name and address with the Clerk of the Board of the County Board of Commissioners for said purpose, and shall thereupon be required to pay, in advance, a fee in the amount of twelve dollars ($12.00) for the year 2022.

2. That as permitted by the Open Public Meetings Act, such notices requested by the news media shall be mailed free of charge.

ADOPTED at the Annual Stated Meeting of the Board of County Commissioners of the County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

______________________________
, DIRECTOR

ATTEST:

______________________________
LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION ADOPTING A CASH MANAGEMENT PLAN
PURSUANT TO N.J.S.A. 40A:5-14, ET SEQ.

WHEREAS, pursuant to N.J.S.A. 40A:5-14, et seq., the County of Gloucester is required to adopt a "Cash Management Plan" annually, to assure that all public funds are deposited in interest-bearing depositories, or otherwise invested in permitted investments as per N.J.S.A. 40A:5-15.1; and

WHEREAS, the annual Cash Management Plan has been prepared for the County of Gloucester by Tracey N. Giordano, Treasurer, and is attached hereto as Schedule A and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the County hereby approves and adopts the Cash Management Plan as prepared by Tracey N. Giordano, County Treasurer, and attached hereto as Schedule A, effective for the period January 1, 2022 through December 31, 2022.

ADOPTED at the Annual Stated Meeting of the Board of County Commissioners of the County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

, DIRECTOR
ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
CASH MANAGEMENT PLAN OF THE COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

I. STATEMENT OF PURPOSE

This Cash Management Plan (the "Plan") is prepared pursuant to the provisions of N.J.S.A. 40A:5-14 in order to set forth the basis for the deposits ("Deposits") and investment ("Permitted Investments") of certain public funds of the County of Gloucester, pending the use of such funds for the intended purposes. The Plan is intended to assure that all public funds identified herein are deposited in interest bearing Deposits or otherwise invested in Permitted Investments hereinafter referred to. The intent of the Plan is to provide that the decisions made with regard to the Deposits and the liquidity (regarding its availability for the intended purposes), and the maximum investment return within such limits. The Plan is intended to assure that any Deposit or Permitted Investment matures within the time period that approximates the prospective need for the funds deposited or invested so that there is not a risk to the market value of such Deposits or Permitted Investments.

II. IDENTIFICATION OF FUNDS AND ACCOUNTS TO BE COVERED BY THE PLAN

The Plan is intended to cover the deposit and/or investment of the following funds and accounts of the County of Gloucester:

<table>
<thead>
<tr>
<th>Current Fund</th>
<th>Parks &amp; Recreation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Change Funds</td>
<td>GCIC Health Deposit Account</td>
</tr>
<tr>
<td>Payroll Account</td>
<td>GCIC Deposit Account</td>
</tr>
<tr>
<td>Transfer Holding Account</td>
<td>GCIC Liability Claims</td>
</tr>
<tr>
<td>Library-Checking</td>
<td>GCIC Health Insurance - Dental</td>
</tr>
<tr>
<td>County Clerk Improvement</td>
<td>GCIC Worker’s Compensation Claims</td>
</tr>
<tr>
<td>Pros. – Auto Theft</td>
<td>Social Services Clearing Account</td>
</tr>
<tr>
<td>Pros. – Seized Funds</td>
<td>Social Services Grant Admin Account</td>
</tr>
<tr>
<td>Pros. – Forfeited Funds</td>
<td>Social Services Administrative Account</td>
</tr>
<tr>
<td>Pros. Fed. Forfeited Funds</td>
<td>Social Services Assistance Account</td>
</tr>
<tr>
<td>Pros. Asset Maintenance</td>
<td>Social Services General Assistance ZBA</td>
</tr>
<tr>
<td>Pros. – Confidential Checking</td>
<td>Social Services Omega</td>
</tr>
<tr>
<td>Surrogate Improvement</td>
<td>Social Services Child Support</td>
</tr>
<tr>
<td>Surrogate Escrow</td>
<td>Surrogate Court Account</td>
</tr>
<tr>
<td>Pitman Golf Course</td>
<td>Fire Marshal Account</td>
</tr>
<tr>
<td>Tax Appeals</td>
<td>County Clerk Cash Account</td>
</tr>
<tr>
<td>Animal Shelter</td>
<td>County Clerk Deposit Account</td>
</tr>
<tr>
<td>Alliac Flex One</td>
<td>Money Market</td>
</tr>
<tr>
<td>Nutrition</td>
<td>Serv-A-Tray</td>
</tr>
<tr>
<td>EMS</td>
<td>Prison Welfare Fund</td>
</tr>
<tr>
<td>Sheriff General</td>
<td>Sheriff Forfeited Funds</td>
</tr>
<tr>
<td>Sheriff Extradition</td>
<td>Unemployment Trust</td>
</tr>
<tr>
<td>Restricted Funds – NJ Arm</td>
<td>Gloucester County Emergency Rental Assistance</td>
</tr>
</tbody>
</table>

III. DESIGNATION OF OFFICIALS OF THE COUNTY OF GLOUCESTER AUTHORIZED TO MAKE DEPOSITS AND INVESTMENTS UNDER THIS PLAN

The Chief Financial Officer of the County of Gloucester Tracey N. Giordano is hereby authorized and directed to deposit and/or invest the funds referred to in the Plan. Prior to making any such Deposits or any Permitted Investments, such officials of the County of Gloucester are directed to supply to all depositories or any other parties with whom the Deposits or Permitted Investments are made a written copy of this Plan which shall be acknowledged in writing by such parties and a copy of such acknowledgment kept on file with such officials.
IV. DESIGNATION OF DEPOSITORIES

The following banks and financial institutions are hereby designated as official depositories for the Deposit of all public funds referred to in the Plan, including any Certificates of Deposit, which are not otherwise invested in Permitted Investments as provided for in this Plan:

<table>
<thead>
<tr>
<th>Bank</th>
<th>Institution</th>
</tr>
</thead>
<tbody>
<tr>
<td>TD Bank</td>
<td>NJ Cash Management</td>
</tr>
<tr>
<td>PNC Bank</td>
<td>Bank Of America</td>
</tr>
<tr>
<td>First Harvest</td>
<td>Fulton Bank</td>
</tr>
<tr>
<td>The Bank of New York/Mellon</td>
<td>Republic Bank</td>
</tr>
<tr>
<td>Newfield National Bank</td>
<td>JP Morgan Chase Bank</td>
</tr>
</tbody>
</table>

All such depositories shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgment to the Designated Official referred to in Section III above.

V. DESIGNATION OF BROKERAGE FIRMS AND DEALERS WITH WHOM THE DESIGNATED OFFICIALS MAY DEAL

The brokerage firms and/or dealers and other institutions are hereby designated as firms with whom the Designated Official of the County of Gloucester referred to in this Plan may deal for purposes of buying and selling securities identified in this Plan as Permitted Investments or otherwise providing for Deposits. All such brokerage firms and/or dealers shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgment to all Designated Official referred to in Section III above.

VI. AUTHORIZED INVESTMENTS

A. Except as otherwise specifically provided for herein, the Designated Official is hereby authorized to invest the public funds covered by the Plan, to the extent not otherwise held in Deposits, in the following Permitted Investments:

1. Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America;

2. Government money market mutual funds;

3. Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependent on any index or other external factor;

4. Bonds or other obligations of the Local Unit or bonds or other obligations of school districts of which the Local Unit is a part or within which the school district is located;

5. Bonds or other obligations, having a maturity dated not more than 397 days from the date of purchase, approved by the Division of Investment of the Department of the Treasury for investment by Local Units;

6. Local government investment pools;

7. Deposits with the State of New Jersey Cash Management Fund established pursuant to section 1 of P.L. 1977, c. 281 (C.52:18A:090.4); or

8. Agreements for the repurchase of fully collateralized securities if:

   a. The underlying securities are permitted investments pursuant to paragraphs (1) and (3) of this subsection a;

   b. The custody of collateral is transferred to a third party;

   c. The maturity of the agreement is not more than 30 days;

   d. The underlying securities are purchased through a public depository as defined in section 1 of P.L. 1970, c.236 (C.17:9-41); and
(e.) A master repurchase agreement providing for the custody and security of collateral is executed.

For purposes of the above language, the terms "government money market mutual fund" and "local government investment pool" shall have the following definitions:

**Government Money Market Mutual Fund.** An investment company or investment trust:

(a) Which is registered with the Securities and Exchange Commission under the "Investment Company Act of 1940", 15 U.S.C. sec. 80a-1 et seq., and operated in accordance with 17 C.F.R. sec. 270.2a-7.

(b) The portfolio of which is limited to U.S. Government securities that meet the definition of any eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities; and

(c ) Which has:

(i) Attained the highest ranking or the highest letter and numerical rating of a nationally recognized statistical rating organization; or

(ii) Retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission pursuant to the "Investment Advisors Act of 1940" 15 U.S.C. sec. 80b-1 et seq., with experience investing in U.S. Government securities for at least the most recent past 60 months and with assets under management in excess of $500 million.

**Local Government Investment Pool.** An investment pool:

(a) Which is managed in accordance with 17 C.F.R. sec. 270.2a-7;

(b) Which is rated in the highest category by a nationally recognized statistical rating organization;

(c ) Which is limited to U.S. Government securities that meet the definition of an eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities;

(d) Which is in compliance with rules adopted pursuant to the "Administrative Procedure Act," P.L. 1968, c.410 (c.2:14B-1 et seq.) by the Local Finance Board of the Division of Local Government Services in the Department of Community Affairs, which rules shall provide for disclosure and reporting requirements, and other provisions deemed necessary by the board to provide for the safety, liquidity and yield of the investments;

(e) Which does not permit investments in instruments that are: subject to high price volatility with changing market conditions; cannot reasonably be expected at the time of interest rate adjustment, to have a market value that approximates their par value; or utilize an index that does not support a stable net asset value; and

(f) Which purchases and redeems investments directly from the issuer, government money market mutual fund, or the State of New Jersey Cash Management Fund, or through the use of a national or State bank located within this State, or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to section 9 of P.L. 1967 c.9 (C.49:3-56) and has at least $25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves for contingencies and undivided profits, or through a securities dealer who makes primary markets in the U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in and borrowing on such U.S. Government securities.
VII. SAFEKEEPING CUSTODY PAYMENT AND ACKNOWLEDGEMENT OF RECEIPT OF PLAN

To the extent that any Deposit or Permitted Investment involves a document or security which is not physically held by the County of Gloucester, then such instrument or security shall be covered by the custodial agreement with an independent third party, which shall be a bank or financial institution in the State of New Jersey. Such institution shall provide for the designation of such investments in the name of the county of Gloucester to assure that there is no authorization use of the funds or the Permitted Investments or Deposits. Purchase of any Permitted Investments that involve securities shall be executed by a “delivery versus payment” method to insure that such Permitted Investments are either received by the County of Gloucester or by a third party custodian prior to or upon the release of the County’s funds.

To assure that all parties with whom the County of Gloucester deals either by way of Deposits or Permitted Investments are aware of the authority and the limits set forth in this Plan, all such parties shall be supplied with a copy of this Plan in writing, a copy of which shall be on file with the Designated Official.

VIII. REPORTING REQUIREMENTS

On the first day of each month during which this Plan is in effect, the Designated Official referred to in Section III hereof shall supply to the governing body of the County of Gloucester a written report of any Deposits or Permitted Investments made pursuant to this Plan, which shall include, at a minimum, the following information:

A. The name of the institution holding funds of the County of Gloucester as a Deposit or a Permitted Investment.
B. The amount of securities or Deposits purchased or sold during the immediately preceding month.
C. The class or type of securities purchased or Deposits made.
D. The book value of such Deposits or Permitted Investments.
E. The earned income on such Deposits or Permitted Investments. To the extent that such amounts are actually earned at maturity, this report shall provide an accrual of such earnings during the immediately preceding month.
F. The fees incurred to undertake such Deposits or Permitted Investments.
G. The market value of all Deposits or Permitted Investments as of the end of the immediately preceding month.
H. All other information which may be deemed reasonable from time to time by the governing body of the County of Gloucester.

IX. TERM OF PLAN

This Plan shall be in effect from January 1, 2021 to December 31, 2021. Attached to this Plan is a resolution of the governing body of the County of Gloucester approving this Plan for such period of time. The Plan may be amended from time to time. To the extent that any amendment is adopted by the Board of County Commissioners, the Designated Official is directed to supply copies of the amendments to all of the parties who otherwise have received the copy of the originally approved Plan, which amendment shall be acknowledged in writing in the same manner as the original Plan was so acknowledged.
RESOLUTION AUTHORIZING A CONTRACT WITH PARKER MCCAY, P.A. FOR PROFESSIONAL BOND COUNSEL AND OTHER LEGAL SERVICES FROM JANUARY 1, 2022 TO DECEMBER 31, 2022 IN AN AMOUNT NOT TO EXCEED $175,000.00

WHEREAS, the County of Gloucester ("County") has the need for professional bond counsel and other legal services and requested proposals via RFP-22-001 from interested providers and 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 et seq.; and

WHEREAS, the evaluation, based on the established criteria, concluded that Parker McCay, P.A. of 9000 Midlantic Drive, Suite 300, Mt. Laurel, NJ 08054-1539, made the most advantageous proposal, in an amount not to exceed $175,000.00; and

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

WHEREAS, this contract may be awarded without public advertising for bids and bidding, in that the subject matter of the contract is the provision of professional services pursuant to N.J.S.A. 40A:11-5(1)(a)(i); and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director of the Board is hereby authorized to execute and the Clerk of the Board is directed to attest to, a contract with Parker McCay, P.A. for professional bond counsel and other legal services, as per RFP-22-001, from January 1, 2022 to December 31, 2022, in an amount not to exceed $175,000.00; and

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

BE IT FURTHER RESOLVED that prior to any purchase 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 the Annual Stated Meeting of the Board of County Commissioners of the County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

_____________________________
LAURIE J. BURNS,
CLERK OF THE BOARD

, DIRECTOR
CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
PARKER MCCAY, P.A.  

THIS CONTRACT is made this 1st day of January, 2022, by and between the COUNTY OF GLOUCESTER, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, NJ 08096, hereinafter referred to as "County", and PARKER MCCAY, P.A., with an address 9000 Midlantic Drive, Suite 300, Mt. Laurel, NJ 08054-1539, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there exists a need by the County to contract for professional bond counsel and other legal services, as per RFP-22-001; and

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

WHEREAS, this Contract is awarded pursuant to, and 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

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 of this Contract shall commence on January 1, 2022 and terminate on December 31, 2022.

2. COMPENSATION. Contractor shall be compensated in a total amount not to exceed $175,000.00, as per prices submitted in response to the County’s Request for Proposal, December 7, 2021. The Proposal is incorporated into and made part of this Contract by reference.

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

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

       It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.
3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall for professional bond counsel and other legal services as set forth in RFP-22-001, and Contractor’s Proposal, which are incorporated by reference in their entirety 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 the Contract to comply with all of the requirements set out in RFP-22-001.

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

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

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

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

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

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

f. 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.

5. LICENSING. If the Contractor is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.
Contractor shall notify the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor, or its agents and/or subcontractors.

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

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

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

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

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

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

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

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

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

9. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers’ Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the 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 services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor’s failure to perform, then and in that event, such expenses 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. **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.

13. **PARTIAL INVALIDITY.** In the event that any provisions 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 provisions of this Contract.
14. **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.

15. **GOVERNING LAW, JURISDICTION AND VENUE.** This Contract 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.

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

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

18. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP-22-001 issued by the County, and the Contractor’s Proposal. Should there occur a conflict between this Contract or RFP-22-001, and Contractor’s Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

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

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

---

By:  
Title: (print)
December 7, 2021

Kimberly Larter, Qualified Purchasing Agent
County of Gloucester
Two South Broad Street
Woodbury, New Jersey 08096

Re: REQUEST FOR PROPOSAL - 4022-001 Bond Counsel Legal Services and Other Legal Services of a Specialized Nature

Dear Ms. Larter:

On behalf of Parker McCay P.A., I am pleased to submit the enclosed proposal for consideration by the County of Gloucester for Bond Counsel Legal Services.

Parker McCay P.A. is the leading bond counsel firm based in New Jersey and currently serves as bond counsel to more than one hundred governmental entities, including dozens of school districts throughout the state. I believe our credentials are second to none. I invite you to browse our website at www.parkermccay.com to obtain additional information concerning our firm.

The enclosed submission describes in detail our qualifications and experience, and provides a general overview of the firm. You will find that Parker McCay is exceptionally qualified to satisfy the responsibilities required in the Request for Proposal and provide quality legal services on behalf of the County of Gloucester.

Please feel free to contact me at 856-985-4021 or pnorcross@parkermccay.com if you have any questions or need additional information. Thank you for your time and consideration in this matter.

Very truly yours,

PHILIP A. NORCROSS
Managing Shareholder and Chief Executive Officer

PAN
Enclosure
COST PROPOSAL

Proposed Fee Schedule for Bond Counsel to the County of Gloucester:

<table>
<thead>
<tr>
<th>Amount of Bonds</th>
<th>Base Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1 to $999,999</td>
<td>$5,000 to $9,000</td>
</tr>
<tr>
<td>$1,000,000 to $4,999,999</td>
<td>$9,001 to $13,000</td>
</tr>
<tr>
<td>$5,000,000 and up</td>
<td>$13,001, plus $1.10 per $1,000 of bonds over $5,000,000</td>
</tr>
</tbody>
</table>

Refunding Bonds

To be established by separate agreement between the County of Gloucester and Bond Counsel.

General Public Finance and Tax Advice/Official Statement Preparation/Review

The hourly rate for professional and paraprofessional legal services for the County of Gloucester will be:

- Shareholders (Partners) $300-$320
- Counsel, Of Counsel $275-$310
- Senior Associates $275-$310
- Associates $210-$270
- Paralegals/Law Clerks $100

Additional Fees

In addition to legal services, our invoices will include any out-of-pocket expenses attributable to a specific client matter. Out-of-pocket expenses generally include, but are not limited to postage, photocopying and complex document production, courier services, online research, travel expenses, filing, recording, certification and registration fees charged by governmental bodies.

Itemized statements showing services rendered and disbursements made by the firm on behalf of the client will be submitted on a monthly basis, together with an appropriate voucher for payment.
RESOLUTION AUTHORIZING A CONTRACT WITH BROWN & CONNERY, LLP FOR PROFESSIONAL LABOR COUNSEL AND OTHER LEGAL SERVICES FROM JANUARY 1, 2022 TO DECEMBER 31, 2022 IN AN AMOUNT NOT TO EXCEED $275,000.00

WHEREAS, the County of Gloucester ("County") has the need for professional labor counsel and other legal services and requested proposals via RFP-22-003 from interested providers and 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 et seq.; and

WHEREAS, the evaluation, based on the established criteria, concluded that Brown & Connerly, LLP with offices at 360 Haddon Avenue, Westmont, NJ 08108, made the most advantageous proposal, in an amount not to exceed $275,000.00 (at hourly rates of $205.00 for attorneys; $125.00 for technology specialists; and, $100.00 for law clerks and paralegals); and

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

WHEREAS, this contract may be awarded without public advertising for bids and bidding, in that the subject matter of the contract is the provision of professional services pursuant to N.J.S.A. 40A:11-5(1)(a)(i); and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director of the Board is hereby authorized to execute and the Clerk of the Board is directed to attest to a contract with Brown & Connerly, LLP for professional labor counsel and other legal services, as per RFP-22-003, from January 1, 2022 to December 31, 2022, in an amount not to exceed $275,000.00; and

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

BE IT FURTHER RESOLVED that prior to any purchase 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 the Annual Stated Meeting of the Board of County Commissioners of the County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

DIRECTOR
CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
COUNTY OF GLOUCESTER
AND
BROWN & CONNERY, LLP

THIS CONTRACT is made this 1st day of January, 2022, by and between the
COUNTY OF GLOUCESTER, a body politic and corporate of the State of New Jersey, with
administrative offices at 2 South Broad Street, Woodbury, NJ 08096, hereinafter referred to as
“County”, and BROWN & CONNERY, LLP, with an address of 360 Haddon Avenue,
Westmont, NJ 08108, hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, there exists a need by the County to contract for professional Labor
Counsel and other legal services of a specialized nature, as per RFP-22-003; and

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

WHEREAS, this Contract is awarded pursuant to, and 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

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 period of one (1) year from January
   1, 2022 to December 31, 2022.

2. COMPENSATION. Contractor shall be compensated in a total amount not to
   exceed $275,000.00, at hourly rates set forth in Contractor’s proposal dated December 7, 2021
   ($205.00 for all attorneys; $125.00 for tech specialists; and, $100.00 for paralegals and law
   clerks), which was submitted in response to the County’s Request for Proposal, RFP-22-003. The
   Proposal is incorporated into and made part of this Contract by reference.

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

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

   It is also agreed and understood that the acceptance of the final payment by Contractor
   shall be considered a release in full of all claims against the County arising out of, or by reason
   of, the work done and materials furnished under this Contract.
3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall for professional labor counsel and other legal services of a specialized nature as set forth in RFP-22-003, and Contractor’s Proposal, which are incorporated by reference in their entirety 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 the Contract to comply with all of the requirements set out in RFP-22-003.

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

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

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

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

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

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

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

5. **LICENSING.** If the Contractor is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.
Contractor shall notify the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor, or its agents and/or subcontractors.

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

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

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

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

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

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

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

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

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

9. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers’ Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the 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 services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor’s failure to perform, then and in that event, such expenses 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. 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.

13. PARTIAL INVALIDITY. In the event that any provisions 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 provisions of this Contract.
14. 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.

15. GOVERNING LAW, JURISDICTION AND VENUE. This Contract 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.

16. INDEPENDENT CONTRACTOR STATUS. The parties acknowledge that Contractor is an independent contractor, and is not an employee, or agent of the County.

17. BINDING EFFECT. This Contract shall be binding on the undersigned, and their successors and assigns.

18. CONTRACT PARTS. This Contract consists of this Contract document, RFP-22-003 issued by the County, and the Contractor’s Proposal. Should there occur a conflict between this Contract or RFP-22-003, and Contractor’s Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

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

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Commissioner Director and attested by its Clerk of the Board, pursuant to a Resolution of the Board of County Commissioners 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, BROWN & CONNERY, LLP
CLERK OF THE BOARD

, DIRECTOR

ATTEST:

_________________________
By: (print)
Title:
December 7, 2021

Via Hand Delivery
Kimberly A. Larter, Qualified Purchasing Agent
Purchasing Department
County of Gloucester
Two South Broad Street
Woodbury, New Jersey 08096

Re: Request for Proposal for Labor Attorney Legal Services And Other Legal Services Of A Specialized Nature RFP #022-003

Dear Ms. Larter:

Enclosed please find an original and five (5) bound copies of our Response to the Request for Proposal for Labor Attorney Legal Services And Other Legal Services Of A Specialized Nature (RFP #022-003). If you require anything additional, please do not hesitate to contact my office. Thank you for your consideration of this submission.

Very truly yours,

BROWN & CONNERY, LLP

/s/Louis R. Lessig

Louis R. Lessig

LRL:ajm
Enclosures
Contact: Gloria Wright, Executive Director
(732) 222-3747 x124

Brown & Connery, LLP provided harassment training for all employees of the LBHA as well as for the Commissioners. The firm provides additional counsel and support as requested by the client as well as advising on matters dealing with the New Jersey Division on Civil Rights.

VI. FEES

The firm proposes an hourly rate of $205.00 per hour for all attorneys; $125.00 per hour for technology specialists, $100.00 per hour for paralegals and law clerks. We are not proposing an increase in the hourly rate in 2022, as these rates are the same rates charged 2021. This rate is well below the firm’s normal billable rates for attorneys and takes into account the fiscal priorities of the County. If the assigned matter is covered by insurance for the County, the firm shall charge the agreed upon and/or authorized rates by the insurer for the matter assigned.

Billable time would include reasonable time spent in all aspects of client representation, including, but not limited to, telephone conversations, drafting and review of correspondence and other documents, conferences, preparation for and attendance at grievances, mediations, arbitrations, depositions and court hearings and legal research. Secretaries’ time and word processors time would not be billed. The firm acknowledges that the County does not reimburse for travel expenses.

Reasonable expenses incurred in connection with professional services on your behalf would also be billed, including, but not limited to the expense of postage, filing fees, service of process, long distance telephone charges, computer-assisted research, copying and facsimile charges, expert and consulting fees and travel costs. We would not incur out-of-state travel expenses or expert or consulting expenses without consulting with you and obtaining approval from you in advance.

Our invoices are itemized by date, name of professional, description of service and number of hours, and type and amount of disbursement. Invoices are issued monthly and payment is due within thirty days.

VII. MISCELLANEOUS DOCUMENTS AND REQUIRED INFORMATION (Sections F, G, H, I, K, L, M, N, O & P)

The firm is not presently aware of any conflicts or potential conflicts of interest.

The firm will accept the fee schedule promulgated by the Commission.

The firm’s attorneys are available to attend any required meetings, conferences, training or emergency response needed at the Commissions facilities.

The firm will comply with the General Terms and Conditions required by the
RESOLUTION AUTHORIZING A CONTRACT WITH ACACIA FINANCIAL GROUP, INC. FOR PROFESSIONAL FINANCIAL ADVISOR SERVICES FROM JANUARY 1, 2022 TO DECEMBER 31, 2022 IN AN AMOUNT NOT TO EXCEED $50,000.00

WHEREAS, the County of Gloucester ("County") has the need for professional financial advisor services and requested proposals via RFP-22-004 from interested providers and 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 et seq.; and

WHEREAS, the evaluation, based on the established criteria, concluded that Acacia Financial Group, Inc. of 601 Route 73 North, Suite 206, Marlton, NJ 08053, made the most advantageous proposal, in an amount not to exceed $50,000.00; and

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

WHEREAS, this contract may be awarded without public advertising for bids and bidding, in that the subject matter of the contract is the provision of professional services pursuant to N.J.S.A. 40A:11-5(1)(a)(i); and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director of the Board is hereby authorized to execute and the Clerk of the Board is authorized to attest to, a contract with Acacia Financial Group, Inc. for professional financial advisor services, as per RFP-22-004, from January 1, 2022 to December 31, 2022, in an amount not to exceed $50,000.00; and

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

BE IT FURTHER RESOLVED that prior to any purchase 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 the Annual Stated Meeting of the Board of County Commissioners of the County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

________________________
, DIRECTOR

________________________
LAURIE J. BURNS,
CLERK OF THE BOARD
CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
COUNTY OF GLOUCESTER
AND
ACACIA FINANCIAL GROUP, INC.

THIS CONTRACT is made this 1st day of January, 2022, by and between the
COUNTY OF GLOUCESTER, a body politic and corporate of the State of New Jersey, with
administrative offices at 2 South Broad Street, Woodbury, NJ 08096, hereinafter referred to as
"County", and ACACIA FINANCIAL GROUP, INC., with an address of 6000 Midlantic
Drive, Suite 410 North, Mt. Laurel, NJ 08054, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there exists a need by the County to contract for professional financial
advisor and other related services as per RFP-22-004; and

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

WHEREAS, this Contract is awarded pursuant to, and 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

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 period of one (1) year from January 1,
2022 to December 31, 2022.

2. COMPENSATION. Contractor shall be compensated in a total amount not to exceed
$50,000.00, at hourly rates set forth in Contractor’s proposal dated December 8, 2021, which
was submitted in response to the County’s Request for Proposal, RFP-22-004. The Proposal is
incorporated into and made part of this Contract by reference.

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

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

It is also agreed and understood that the acceptance of the final payment by Contractor
shall be considered a release in full of all claims against the County arising out of, or by reason
of, the work done and materials furnished under this Contract.
3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall for professional financial advisor and other related services as set forth in RFP-22-004, and Contractor’s Proposal, which are incorporated by reference in their entirety 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 the Contract to comply with all of the requirements set out in RFP-22-004.

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

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

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

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

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

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

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

5. LICENSING. If the Contractor is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.
Contractor shall notify the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor, or its agents and/or subcontractors.

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

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

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

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

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

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

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

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

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

9. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers’ Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the 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 services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor’s failure to perform, then and in that event, such expenses 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. **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

13. **PARTIAL INVALIDITY.** In the event that any provisions 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 provisions of this Contract.
14. **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.

15. **GOVERNING LAW, JURISDICTION AND VENUE.** This Contract 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.

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

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

18. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP-22-004 issued by the County, and the Contractor’s Proposal. Should there occur a conflict between this Contract or RFP-22-004, and Contractor’s Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

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

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

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**LAURIE J. BURNS,**

CLERK OF THE BOARD

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**COUNTY OF GLOUCESTER**

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**ACACIA FINANCIAL GROUP, INC.**

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By: (print)

Title:
Acacia Financial Group, Inc.

PROPOSAL DUE DATE: DECEMBER 8, 2021

THE COUNTY OF GLOUCESTER, NEW JERSEY
RFP #022-004

Response to the Request for Proposal for Financial Advisor and Other Related Services

6000 Midland Drive, Suite 410 North
Mt. Laurel, NJ 08054
T: 856-234-2266
F: 856-234-6697
www.acaciafin.com

ACACIA
FINANCIAL GROUP, INC.
COST PROPOSAL

For financial advisory services rendered to the County in connection with the sale of bonds and notes or general consulting engagements, Acacia proposes to be compensated based on the following schedule:

1. Bond/Note Financings:
For financial advisory services rendered to the County in connection with the sale of bonds and/or notes, Acacia proposes to be compensated at a rate of $0.85 per $1,000 of par value issued with a minimum fee of $15,000 per bond issue and $8,500 per note issue.

2. Consulting:
For general consulting services provided on projects other than the sale of bonds or notes, Acacia proposes that compensation be based upon the hourly rates set forth below.

   Hourly Rates
   1. Co-President/ Managing Director  $195.00/hr.
   2. Senior Vice President/Vice President  $190.00/hr.
   3. Assistant Vice President/ Associate  $180.00/hr.
   4. Analyst  $155.00/hr.

3. Annual Disclosure Filing (if applicable):
For services in connection with the on-going annual disclosure and the filing of certain financial information and notices in connection with the provisions of Rule 15C2-12(b)(5), Acacia proposes that compensation be a flat annual fee of $1,500.

4. Other Financings/Transactions:
For financings that include unique and/or complex financing structures or require additional services beyond our general scope, Acacia proposes that the fee for such transactions be negotiated in advance.
RESOLUTION AUTHORIZING A CONTRACT WITH LAW OFFICES OF
JOHN A. ALICE FOR PROFESSIONAL LEGAL SERVICES FOR THE
COUNTY ADJUSTER’S OFFICE FROM JANUARY 1, 2022 TO
DECEMBER 31, 2022 IN AN AMOUNT NOT TO EXCEED $35,000.00

WHEREAS, the County of Gloucester ("County") has the need for professional legal services for the County Adjuster’s office and requested proposals via RFP-22-002 from interested providers and 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 et seq.; and

WHEREAS, the evaluation, based on the established criteria, concluded that the Law Offices of John A. Alice of 28 Cooper Street, Woodbury, NJ 08096, made the most advantageous proposal in an amount not to exceed $35,000.00 (at the rate of $150.00/hr.); and

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

WHEREAS, this contract may be awarded without public advertising for bids and bidding, in that the subject matter of the contract is the provision of professional services pursuant to N.J.S.A. 40A:11-5(1)(a)(i); and

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board is hereby authorized to execute and the Clerk of the Board is directed to attest to, a contract with the Law Offices of John A. Alice for professional legal services for the County Adjuster’s Office, as per RFP-22-002, from January 1, 2022 to December 31, 2022, in an amount not to exceed $35,000.00 (at $150.00/hr.); and

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

BE IT FURTHER RESOLVED that prior to any purchase made or service provided 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 the Annual Stated Meeting of the Board of County Commissioners of the County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

, DIRECTOR
CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
COUNTY OF GLOUCESTER
AND
LAW OFFICES OF JOHN A. ALICE

THIS CONTRACT is made this 1st day of January, 2021, by and between the COUNTY OF GLOUCESTER, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, NJ 08096, hereinafter referred to as “County”; and
LAW OFFICES OF JOHN A. ALICE, located at 28 Cooper Street, Woodbury, NJ 08096, hereinafter referred to as “Contractor”.

REÇITALS

WHEREAS, there exists a need by the County to contract for professional legal services for the County Adjuster’s Office, as per RFP-22-002; and

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

WHEREAS, this Contract is awarded pursuant to, and 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

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 period of one (1) year from January 1, 2021 to December 31, 2021.

2. COMPENSATION. Contractor shall be compensated in a total amount not to exceed $35,000.00, at hourly rates set forth in Contractor’s proposal dated November 12, 2021, which was submitted in response to the County’s Request for Proposal, RFP-22-002. The Proposal is incorporated into and made part of this Contract by reference.

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

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

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.
3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall for professional legal services for the County Adjuster’s Office, as set forth in RFP-22-002, and Contractor’s Proposal, which are incorporated by reference in their entirety 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 the Contract to comply with all of the requirements set out in RFP-22-002.

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

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

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

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

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

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

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

5. LICENSING. If the Contractor is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.
Contractor shall notify the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor, or its agents and/or subcontractors.

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

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

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

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

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

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

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

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

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

9. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the 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 services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expenses 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. 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.

13. PARTIAL INVALIDITY. In the event that any provisions 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 provisions of this Contract.
14. **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.

15. **GOVERNING LAW, JURISDICTION AND VENUE.** This Contract 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.

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

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

18. **CONTRACT PARTS.** This Contract consists of this Contract document, **RFP-22-002** issued by the County, and the Contractor’s Proposal. Should there occur a conflict between this Contract and **RFP-22-002**, and Contractor’s Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

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

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

**ATTEST:**

LAW OFFICES OF JOHN A. ALICE

By: John A. Alice
Title: Attorney
November 12, 2021

Kimberly Larter, Qualified Purchasing Agent  
Purchasing Department  
County of Gloucester  
Two S. Broad Street  
Woodbury, NJ 08096  
(Contains GC Adjuster RFP)

Re: Legal Counsel for County of Gloucester Adjuster's Office  
RFP No. #022-002

Dear Ms. Larter:


In response to No. 3 – Standard Requirements of Technical Proposal:

A. The law office of John A. Alice is located at 28 Cooper Street, Woodbury, New Jersey 08096. Telephone: 856-845-7222

B. The firm was formed in 1983 as the Law Office of John A. Alice. The average number of employees over the past three years excluding myself is two (2) secretaries.

C. Refer to the attached professional resume.
D. Refer to the attached professional resume.

E. I am presently providing the requested legal services herein discussed and have done so for some years. In order to appear on behalf of the County Adjuster for the civil commitment hearings, I am required to review various legal pleadings and supporting medical reports in advance of the individual’s hearing. I then appear at the appropriate mental health facility for the conduct of the hearing. My experience and expertise extend not only to a knowledge of the applicable civil commitment law and procedures, but further in that I have developed a good working relationship with all parties involved in this process and look forward to an opportunity to continue to provide these services. Finally, my services shall be provided for compensation as developed by the County of Gloucester.

F. See attached insurance information.

G. See attached State of New Jersey Good Standing Certification.

H. I have all applicable Worker’s Compensation and Employer’s Liability Insurance in accordance with New Jersey law.

I. Neither the Law Office of John A. Alice, nor any individual assigned to this firm has been disbarred, suspended, or otherwise prohibited from professional practice by any federal, state or local agency.

J. My office is located at 28 Cooper Street, Woodbury, New Jersey 08096. This location is convenient to all Gloucester County offices, and I am able to meet with individuals at my office or other facilities as necessary.

K. See attached Affirmative Action Statement

L. See attached Non-Collusion Affidavit

M. See attached Owner’s Disclosure Statement

N. I agree to comply with the General Terms and Conditions required by the County and enter into the County’s standard Professional Services Contract.

O. See attached Business Registration Statement

P. I hereby affirm that all services shall be provided in the United States of America.
Ms. Kimberly Larter  
November 12, 2021  
3 Page

As stated, I presently perform the legal services identified in the instant Request for Proposal. As an active practicing attorney in New Jersey and Pennsylvania for over thirty years, I have the background and experience to provide the herein referenced legal services. I ask that you permit me to provide legal services on behalf of the Gloucester County Adjuster for the civil commitment hearings.

Thank you for your kind attention to this matter.

Very truly yours,

JAA/Jv
John A. Alice

Enclosures
RESOLUTION AUTHORIZING A CONTRACT WITH LAW OFFICES OF JOHN A. ALICE FOR PROFESSIONAL LEGAL SERVICES FOR THE COUNTY DIVISION OF SOCIAL SERVICES FROM JANUARY 1, 2022 TO DECEMBER 31, 2022 IN AN AMOUNT NOT TO EXCEED $80,000.00

WHEREAS, the County of Gloucester ("County") has the need for professional legal counsel for the County Division of Social Services, and requested proposals via RFP-22-006 from interested providers and 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 et seq.; and

WHEREAS, the evaluation, based on the established criteria, concluded that the Law Offices of John A. Alice of 28 Cooper Street, Woodbury, NJ 08096, made the most advantageous proposal, in an amount not to exceed $80,000.00 (at the hourly rate of $150.00); and

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

WHEREAS, this contract may be awarded without public advertising for bids and bidding, in that the subject matter of the contract is the provision of professional services pursuant to N.J.S.A. 40A:11-5(1)(a)(i); and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director of the Board is hereby authorized to execute and the Clerk of the Board is directed to attest to, a contract with the Law Offices of John A. Alice for professional legal counsel services for the County Division of Social Services as per RFP-22-006, from January 1, 2022 to December 31, 2022, in an amount not to exceed $80,000.00 ($150.00/hr.); and

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

BE IT FURTHER RESOLVED that prior to any purchase made or service provided 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 the Annual Stated Meeting of the Board of County Commissioners of the County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

, DIRECTOR
CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
COUNTY OF GLOUCESTER
AND
LAW OFFICES OF JOHN A. ALICE

THIS CONTRACT is made this 1st day of January, 2022, by and between the COUNTY
OF GLOUCESTER, a body politic and corporate of the State of New Jersey, with administrative
offices at 2 South Broad Street, Woodbury, NJ 08096, hereinafter referred to as “County”, and
LAW OFFICES OF JOHN A. ALICE, located at 28 Cooper Street, Woodbury, NJ 08096,
hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, there exists a need by the County to contract for professional legal services
for the County Division of Social Services, as per RFP-22-006; and

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

WHEREAS, this Contract is awarded pursuant to, and 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

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 period of one (1) year from January 1,
   2022 to December 31, 2022.

2. COMPENSATION. Contractor shall be compensated in a total amount not to exceed
   $80,000.00, at hourly rates set forth in Contractor’s proposal dated November 12, 2021, which
   was submitted in response to the County’s Request for Proposal, RFP-22-006. The Proposal is
   incorporated into and made part of this Contract by reference.

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

   Each invoice shall contain an itemized, detailed description of all work performed during
   the billing period. Failure to provide sufficient specificity shall be cause for rejection of the
   invoice until the necessary details are provided.
It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall for professional legal services for the County Division of Social Services as set forth in RFP-22-006, and Contractor’s Proposal, which are incorporated by reference in their entirety 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 the Contract to comply with all of the requirements set out in RFP-22-006.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

e. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.
f. Termination shall not affect the validity of the indemnification provisions of this Contract, nor prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

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

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

9. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers’ Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the 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 services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expenses 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. **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.

13. **PARTIAL INVALIDITY.** In the event that any provisions 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 provisions of this Contract.

14. **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.

15. **GOVERNING LAW, JURISDICTION AND VENUE.** This Contract 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.

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

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

18. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP-22-006 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this Contract or RFP-22-006, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.
THIS CONTRACT is effective as of the date first written above.

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

LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER

, DIRECTOR

ATTEST:

LAW OFFICES OF JOHN A. ALICE

BY: JOHN A. ALICE
TITLE: ATTORNEY
November 12, 2021

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

Re: Attorney for Social Services for County of Gloucester
RFP No. #022-006

Dear Ms. Larter:


In response to No. 3 – Standard Requirements of Technical Proposal:

A. Law Office of John A. Alice, 28 Cooper Street, Woodbury, NJ 08096
   Telephone: 856-845-7222.

B. The firm was formed in 1983 as the Law Office of John A. Alice. The average number of employees over the past three years excluding myself are two (2) paralegals.

C. Refer to the attached professional resume.

D. Refer to the attached professional resume.
E. I am presently providing the requested legal services herein discussed. I regularly appear in court; prepare motions, modifications and judgments; attend child support meetings; consult on guardianship issues; review all judgments and warrants to satisfy all bankruptcy notices. I have developed a good working relationship with all parties involved in this process and look forward to an opportunity to continue to provide these services. Finally, my services shall be provided for compensation as developed by the County of Gloucester which I understand, presently, to be $150.00 per hour. Paralegal work shall be billed at $50.00 per hour.

F. See attached insurance information.

G. See attached State of New Jersey Good Standing Certification.

H. I have all applicable Worker’s Compensation and Employer’s Liability Insurance in accordance with New Jersey law.

I. Neither the Law Office of John A. Alice, nor any individual assigned to this firm has been disbarred, suspended, or otherwise prohibited from professional practice by any federal, state or local agency.

J. My office is located at 28 Cooper Street, Woodbury, New Jersey 08096. This location is convenient to all Gloucester County offices and I am able to meet with individuals at my office or their county office.

K. See attached Affirmative Action Statement.

L. See attached Non-Collusion Affidavit.

M. See attached Owner’s Disclosure Statement.

N. I agree to comply with the General Terms and Conditions required by the County and enter into the County’s standard Professional Services Contract.

O. See attached Business Registration Statement.

P. I hereby affirm that all services shall be provided in the United States of America.

As stated, I presently perform the legal services on behalf of the County. As an active practicing attorney in New Jersey and Pennsylvania for over thirty years, I have the background and experience to provide the herein referenced legal services. I ask that
you permit me to provide legal services on behalf of the Gloucester County for the Attorney for Social Services.

Thank you for your kind attention to this matter.

Very truly yours,

John A. Alice

JAA/lv
Enclosures
RESOLUTION AUTHORIZING A CONTRACT WITH CME ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICES REGARDING THE 2022 SEPTIC SYSTEM PLAN REVIEWS IN AN AMOUNT NOT TO EXCEED $120,000.00

WHEREAS, the County of Gloucester ("County") has the need for professional engineering services necessary to conduct the 2022 Septic System Plan Reviews ("Project"), and requested proposals via RFP-22-007 from interested providers, and 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 et seq.; and

WHEREAS, the evaluation, based on the established criteria, concluded that CME Associates of One Market Street, Suite 1F, Camden, NJ 08102, made the most advantageous proposal for the Project, in an amount not to exceed $120,000.00; and

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

WHEREAS, this contract may be awarded without public advertising for bids and bidding, in that the subject matter of the contract is the provision of professional services pursuant to N.J.S.A. 40A:11-5(1)(a)(i); and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director of the Board is hereby authorized to execute and the Clerk of the Board is directed to attest to, a contract with CME Associates for professional engineering services regarding the 2022 Septic System Plan Reviews, as per RFP-22-007, from January 1, 2022 until completion of the Project, pursuant to N.J.S.A. 40A:11-15(9), in an amount not to exceed $120,000.00; and

BE IT FURTHER RESOLVED that prior to any purchase 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; and

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

ADOPTED at the Annual Stated Meeting of the Board of County Commissioners of the County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

__________________________, DIRECTOR

ATTEST:

__________________________________________
Laurie J. Burns,
CLERK OF THE BOARD
THIS CONTRACT is made this 1st day of January, 2022, by and between the COUNTY OF GLOUCESTER, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, NJ 08096, hereinafter referred to as “County”; and CME ASSOCIATES, with an address of One Market Street, Suite 1F, Camden, NJ 08102, hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, there exists a need by the County to contract for professional engineering services regarding the 2022 septic system plan reviews (“Project”), as per RFP-22-007; and

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

WHEREAS, this Contract is awarded pursuant to, and 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

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 commence on January 1, 2022 and terminate upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9).

2. COMPENSATION. Contractor shall be compensated in a total amount not to exceed $120,000.00, at hourly rates set forth in Contractor’s proposal dated December 8, 2021, which was submitted in response to the County’s Request for Proposal, RFP-22-007. The Proposal is incorporated into and made part of this Contract by reference.

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

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

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.
3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall for professional engineering services regarding the 2022 septic system plan reviews as set forth in RFP-22-007, and Contractor’s Proposal, which are incorporated by reference in their entirety 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 the Contract to comply with all of the requirements set out in RFP-22-007.

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

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

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

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

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

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

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

5. LICENSING. If the Contractor is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.
Contractor shall notify the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor, or its agents and/or subcontractors.

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

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

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

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

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

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

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

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

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

9. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the 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 services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expenses 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. **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

13. **PARTIAL INVALIDITY.** In the event that any provisions 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 provisions of this Contract.
14. **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.

15. **GOVERNING LAW, JURISDICTION AND VENUE.** This Contract 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.

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

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

18. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP-22-007 issued by the County, and the Contractor’s Proposal. Should there occur a conflict between this Contract or RFP-22-007, and Contractor’s Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

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

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

**COUNTY OF GLOUCESTER**

**ATTEST:**

Laurie J. Burns, 
Clerk of the Board

**DIRECTOR**

**CME ASSOCIATES**

By: (print)
Title:
Kim Larter, QPA
Purchasing Department
County of Gloucester
Two S. Broad Street
Woodbury, NJ 08096

Re: Letter of Interest for RFP #22-007
Engineering Firm to Conduct Septic System Septic Plan Reviews
County of Gloucester, New Jersey

December 8, 2021

Dear Ms. Larter:

Thank you for the opportunity to present our qualifications for an Engineering Firm to Conduct Septic System Plan Reviews.

With a staff of more than 250 employees, CME Associates, over the course of the firm's thirty-eight year history, has prided itself on our commitment to personal service and our ability to meet our client's needs in an efficient and cost effective manner. We possess the experience, staff, and qualifications to assist the County in meeting their municipal engineering needs.

Our enclosed qualification package contains general information about the firm, a government client list with references, municipal project awards, and resumes of key personnel. Our office has extensive experience in municipal engineering, planning and zoning board reviews, land surveying, landscape architecture, environmental engineering, water and wastewater engineering, parks and recreation planning and design, Geographic Information Systems (GIS), site inspections and traffic and transportation engineering. We feel our office has also successfully partnered with the Gloucester County Health Department these past few years to complete the reviews on behalf of the County and worked together to enforce the septic system regulations established by the state. We look forward to hopefully continuing this effort.

CME has eight offices in New Jersey (Howell, Parlin, Monmouth Junction, Barnegat, Pleasantville, Camden office, Medford and Cape May Court House). Our close proximity to the County of Gloucester will enable us to provide a high level of service, immediate response to emergencies, and coverage at all locations within the County. If selected, I, James Winckowski, PE, CME (jwinckowski@cmeusa1.com) will serve as the Senior Project Manager in charge of the account. Ed D'Amiento, PE, CME, CFM (edarmiento@cmeusa1.com), a Project Engineer with the firm and Kyle Ebensol, EI, a Design Engineer with the firm, will assist in providing these services. Ed will be the point of contact for the County.

Thank you again for considering our firm for this position. Should you have any questions, please do not hesitate to contact us. We would welcome the opportunity to interview with the County, if requested.

Very truly yours,

CME Associates

[Signature]

James Winckowski, PE, CME
Senior Project Manager

CONSULTING AND MUNICIPAL ENGINEERS
ONE MARKET STREET, SUITE 1F • CAMDEN, NEW JERSEY 08102 • (732) 410-2661
- Advanced Treatment Systems, if warranted;
- And other related components

The Gloucester County Department of Health will conduct the system installation/final inspection.

Once all final documentation is received by the Gloucester County Department of Health, this Department will issue the License to Operate and notify/disseminate copies to all involved parties.

As or should problems, questions, or controversy or other related issues arise regarding the system installation as related back to the original plan work, the design engineer must contact the Contracted engineer for resolution and approval for any modifications. All other communication/calls will be addressed by the Gloucester County Department of Health which include follow-up with applicants, municipalities, realtors, and other interested parties.

The Engineer/Contractor will ensure open lines of communication with the Gloucester County Department of Health takes place. That entity will additionally, meet as needed should requests or the need be made.

To avoid any conflict of interest, the contracted licensed New Jersey Engineer may not conduct system plan reviews for any septic systems they have themselves or their firms have designed for a homeowner/contractor.

Any and all enforcement with the aforementioned code will remain the responsibility of the Gloucester County Department of Health. As such, a strong working relationship and coordination of work effort will be needed.

The average plan review and necessary document preparation needed, will on average take approximately 30 minutes – 1 hour. This also includes outside dialogue and communication among the design engineer and other related parties including, the Gloucester County Department of Health.

Engineering Firm: CME Associates
Address: 1 Market Street, Suite 1F
Camden, NJ 08102

Phone Number: (732) 410-2651
Email Address: jwinckowski@cmeusa1.com
Lead Engineer: James T. Winckowski
Credentials: PE, CME
Public Health Department Experience: 3 years - Gloucester County Health Department

Septic System Review Engineer

Hourly Rate: $138.00
RESOLUTION AUTHORIZING CONTRACTS WITH BACH ASSOCIATES, PC AND JOSEPH F. MCKERNAN JR. ARCHITECTS AND ASSOCIATES, LLC FOR PROFESSIONAL ARCHITECTURAL SERVICES FROM JANUARY 1, 2022 TO DECEMBER 31, 2022 IN AN AMOUNT NOT TO EXCEED $175,000.00 EACH

WHEREAS, the County of Gloucester ("County") has the need for professional architectural services and requested proposals via RFP-22-005, from interested providers, and 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 et seq.; and

WHEREAS, the evaluation, based on the established criteria, concluded that Bach Associates, PC of 304 White Horse Pike, Haddon Heights, NJ 08035, and Joseph F. McKernan Jr. Architects and Associates, LLC of 100 Dobbs Lane, Suite 204, Cherry Hill, NJ 08034, made the most advantageous proposals in an amount not to exceed $175,000.00 each; and

WHEREAS, the contracts shall be for estimated units of service and are therefore open-ended, which does not obligate the County to make any purchase or obtain any service, so that no Certificates of Availability of Funds are required at this time.

WHEREAS, this contract may be awarded without public advertising for bids and bidding, in that the subject matter of the contract is the provision of professional services pursuant to N.J.S.A. 40A:11-5(1)(a)(i); and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director of the Board is hereby authorized to execute and the Clerk of the Board is directed to attest to, the contracts with Bach Associates, PC and Joseph F. McKernan Jr. Architects & Associates, for professional architectural services as per RFP-22-005, in an amount not to exceed $175,000.00 per contract, from January 1, 2022 to December 31, 2022; and

BE IT FURTHER RESOLVED that prior to any purchase 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; 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 this Resolution and 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.

ADOPTED at the Annual Stated Meeting of the Board of County Commissioners of the County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

Laurie J. Burns,
CLERK OF THE BOARD
CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
COUNTY OF GLOUCESTER
AND
JOSEPH F. MCKERNAN, JR. ARCHITECTS
& ASSOCIATES, LLC

THIS CONTRACT is made this 1st day of January, 2022, by and between the COUNTY OF GLOUCESTER, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, NJ 08096, hereinafter referred to as “County”, and JOSEPH F. MCKERNAN, JR. ARCHITECTS & ASSOCIATES, LLC, with offices at 100 Dobbs Lane, Suite 204, Cherry Hill, NJ 08034, hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, there exists a need by the County to contract for professional architectural services for the year 2022, as per RFP-22-005; and

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

WHEREAS, this Contract is awarded pursuant to, and 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

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 period of one (1) year from January 1, 2022 to December 31, 2022.

2. COMPENSATION. Contractor shall be compensated in a total amount not to exceed $175,000.00, at hourly rates set forth in Contractor’s proposal dated December 2, 2021, which was submitted in response to the County’s Request for Proposal, RFP-22-005. The Proposal is incorporated into and made part of this Contract by reference.

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

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

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.
3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall for professional architectural services for 2022 as set forth in RFP-21-005, and Contractor’s Proposal, which are incorporated by reference in their entirety 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 the Contract to comply with all of the requirements set out in RFP-22-005.

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

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

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

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

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

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

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

5. ** LICENSING.** If the Contractor is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.
Contractor shall notify the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor, or its agents and/or subcontractors.

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

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

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

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

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

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

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

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

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

9. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers’ Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the 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 services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor’s failure to perform, then and in that event, such expenses 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. **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

13. **PARTIAL INVALIDITY.** In the event that any provisions 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 provisions of this Contract.
14. **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.

15. **GOVERNING LAW, JURISDICTION AND VENUE.** This Contract 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.

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

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

18. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP-22-005 issued by the County, and the Contractor’s Proposal. Should there occur a conflict between this Contract or RFP-22-005, and Contractor’s Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

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

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

_________________________  ________________________________
Attest:                   Joseph F. Mckernan, Jr.
Architects & Associates, LLC

By: Joseph F. Mckernan, Jr., RA
Title: President
December 2, 2021

Ms. Kim Larter, QPA
Purchasing Department
County of Gloucester County
2 South Broad Street
Woodbury, New Jersey 08096

Re: Architectural Services for Various Projects throughout the County
RFP #22-005

Dear Ms. Larter,

Thank you for the opportunity to submit our proposal for the above referenced project.

Enclosed please find one (1) original and five (5) copies of our proposal for your review.

If you have any questions, please do not hesitate to contact me.

We look forward to once again be of service to the County of Gloucester.

Sincerely,
JOSEPH F. MCKERNAN JR.
ARCHITECTS & ASSOCIATES

[Signature]

Joseph F. McKerman, Jr., RA
President
JFM/m/
# JOSEPH F. McKERNAN JR. ARCHITECTS & ASSOCIATES

Gloucester County – Hourly Rates

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
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<tbody>
<tr>
<td>Principal / Project Architect</td>
<td>$175.00</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$150.00</td>
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<tr>
<td>Quality Control</td>
<td>$150.00</td>
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<tr>
<td>Project Manager</td>
<td>$135.00</td>
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<tr>
<td>Assistant Project Manager</td>
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<td>Designer</td>
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<td>Senior CAD Draftsperson</td>
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<tr>
<td>Administrative</td>
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</tr>
</tbody>
</table>

**Reimbursable Expenses:**

- [Express Mailings](#) ................... Overhead Rate of 1.1
- [Blueprints and Reproductions](#) .... Overhead Rate of 1.1

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Architecture • Master Planning • Interior Design • Construction Management • Design Build • Site Acquisition • Property Surveys
CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
COUNTY OF GLOUCESTER
AND
BACH ASSOCIATES, PC

THIS CONTRACT is made this 1st day of January, 2022, by and between the COUNTY OF GLOUCESTER, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, NJ 08096, hereinafter referred to as “County”, and BACH ASSOCIATES, PC, with offices at 304 White Horse Pike, Haddon Heights, NJ 08035, hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, there exists a need by the County to contract for professional architectural services for the year 2022, as per RFP-22-005; and

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

WHEREAS, this Contract is awarded pursuant to, and 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

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 period of one (1) year from January 1, 2022 to December 31, 2022.

2. COMPENSATION. Contractor shall be compensated in a total amount not to exceed $175,000.00, at hourly rates set forth in Contractor’s proposal dated November 30, 2021, which was submitted in response to the County’s Request for Proposal, RFP-22-007. The Proposal is incorporated into and made part of this Contract by reference.

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

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

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.
3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall for professional architectural services for 2022 as set forth in RFP-22-007, and Contractor’s Proposal, which are incorporated by reference in their entirety 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 the Contract to comply with all of the requirements set out in RFP-22-007.

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

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

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

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

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

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

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

5. LICENSING. If the Contractor is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.
Contractor shall notify the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor, or its agents and/or subcontractors.

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

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

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

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

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

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

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

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

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

9. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the 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 services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expenses 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. 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

13. PARTIAL INVALIDITY. In the event that any provisions 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 provisions of this Contract.
14. **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.

15. **GOVERNING LAW, JURISDICTION AND VENUE.** This Contract 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.

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

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

18. **CONTRACT PARTS.** This Contract consists of this Contract document, **RFP-22-007** issued by the County, and the Contractor’s Proposal. Should there occur a conflict between this Contract or **RFP-22-007**, and Contractor’s Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

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

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

**COUNTY OF GLOUCESTER**

**ATTEST:**

**Laurie J. Burns,**
**CLERK OF THE BOARD**

**ATTEST:**

**Bach Associates, PC**

**By:** **Steven M. Bach**
**Title:** **President**
November 30, 2021

County of Gloucester
Purchasing Department
Two South Broad Street
Woodbury, New Jersey 08096

Attn: Ms. Kim Larter, QPA

Re: Request for Proposal for Architectural Services for Various Projects throughout the County, RFP #022-005

Dear Ms. Larter:

On behalf of the entire Bach Associates staff, I am pleased to enclose one (1) original and five (5) complete and exact copies of our Request for Proposal for Architectural Services for Various Projects throughout the County.

Bach Associates provides dedicated and personal service while always maintaining focus on achieving cost effective solutions.

We welcome the opportunity to continue our service to the County of Gloucester and believe that Bach Associates' in-house integration of engineers, planners, architects, surveyors, environmental scientists and inspectors provides for the depth of professional experience needed by the County of Gloucester in achieving project goals in a professional, timely, and cost-effective manner.

We thank you for your consideration of Bach Associates. If there are any questions, comments, or if any additional information is required, please contact the undersigned at (856) 546-8611.

Very truly yours,
BACH ASSOCIATES, PC

Steven M. Bach, PE, RA, PP, CME
President

BACH ASSOCIATES, PC
ENGINEERS * ARCHITECTS * PLANNERS

County of Gloucester
RFP for Architectural Services #022-005
BACH ASSOCIATES proposes to provide professional services in accordance with the following rate schedule and invoicing procedures:

### 2022 RATE SCHEDULE

#### BY PERSONNEL CLASSIFICATION

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>HOURLY RATE</th>
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</thead>
<tbody>
<tr>
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</tr>
<tr>
<td>SECRETARY / CLERK</td>
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</tr>
</tbody>
</table>

Charges for professional services rendered will be calculated on the total hours expended in each classification. Personnel classifications can be obtained upon request to the Administrative Manager. All time expended is considered on a portal basis. Overtime authorized by the client will be charged at 1.5 multiple of the standard rate.
RESOLUTION AUTHORIZING A CONTRACT WITH BOWMAN & COMPANY, LLP FOR PROFESSIONAL ACCOUNTING AND OTHER RELATED SERVICES REGARDING THE 2021 COUNTY WELFARE AUDIT IN AN AMOUNT NOT TO EXCEED $57,500.00

WHEREAS, the County of Gloucester ("County") has the need for professional accounting and other related services necessary for the 2021 County Welfare Agency Audit, and requested proposals via RFP-22-008 from interested providers and 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 et seq.; and

WHEREAS, the evaluation, based on the established criteria, concluded that Bowman & Company, LLP of 601 White Horse Road, Voorhees, NJ 08043, made the most advantageous proposal in an amount not to exceed $57,500.00; and

WHEREAS, the contract shall be for estimated units of service and is therefore open-ended, which does not obligate the County to make any purchase or obtain any service, so that no Certificate of Availability of Funds is required at this time.

WHEREAS, this contract may be awarded without public advertising for bids and bidding, in that the subject matter of the contract is the provision of professional services pursuant to N.J.S.A. 40A:11-5(1)(a)(i); and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director of the Board is hereby authorized to execute and the Clerk of the Board is directed to attest to, a contract with Bowman & Company, LLP for professional accounting and other related services regarding the 2021 County Welfare Agency audit, as per RFP-22-008, from January 1, 2022 to December 31, 2022 in an amount not to exceed $57,500.00; and

BE IT FURTHER RESOLVED that prior to any purchase 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; and

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

ADOPTED at the Annual Stated Meeting of the Board of County Commissioners of the County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

, DIRECTOR

LAURIE J. BURNS,
CLERK OF THE BOARD
CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
COUNTY OF GLOUCESTER
AND
BOWMAN & COMPANY, LLP

THIS CONTRACT is made this 1st day of January, 2022, by and between the COUNTY OF GLOUCESTER, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, NJ 08096, hereinafter referred to as “County”, and BOWMAN & COMPANY, LLP, of 601 White Horse Road, Voorhees, NJ 08043, hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, there exists a need by the County to contract for professional accounting and other related services regarding the County Welfare Audit, as per RFP-22-008; and

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

WHEREAS, this Contract is awarded pursuant to, and 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

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 period of one (1) year from January 1, 2022 to December 31, 2022.

2. COMPENSATION. Contractor shall be compensated in a total amount not to exceed $57,500.00, at hourly rates set forth in Contractor’s proposal, which was submitted in response to the County’s Request for Proposal, RFP-22-008. The Proposal is incorporated into and made part of this Contract by reference.

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

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

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.
3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall for professional accounting and other related services regarding the County Welfare Audit, as set forth in RFP-21-008, and Contractor's Proposal, which are incorporated by reference in their entirety 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 the Contract to comply with all of the requirements set out in RFP-22-008.

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

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

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

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

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

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

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

5. LICENSING. If the Contractor is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.
Contractor shall notify the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor, or its agents and/or subcontractors.

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

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

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

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

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

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

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

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

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

9. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the 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 services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expenses 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. **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.

13. **PARTIAL INVALIDITY.** In the event that any provisions 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 provisions of this Contract.
14. **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.

15. **GOVERNING LAW, JURISDICTION AND VENUE.** This Contract 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.

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

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

18. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP-22-008 issued by the County, and the Contractor’s Proposal. Should there occur a conflict between this Contract or RFP-22-008, and Contractor’s Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

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

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

**DIRECTOR**

**ATTEST:**

**BOWMAN & COMPANY, LLP**

By: (print)
Title:
14. **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.

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

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

Laurie J. Burns, Clerk of the Board

**COUNTY OF GLOUCESTER**

Frank J. Dimarco, Director

**ATTEST:**

Bowman & Company, LLP

By: 

(print)

Title:
RESOLUTION DESIGNATING GLOUCESTER COUNTY QUALIFIED PURCHASING AGENT, KIMBERLY A. LARTER AS GLOUCESTER COUNTY’S PUBLIC AGENCY COMPLIANCE OFFICER AS REQUIRED BY NEW JERSEY ADMINISTRATIVE CODE SECTION 17:27-3.2 FOR CALENDAR YEAR 2022

WHEREAS, the New Jersey Administrative Code Section 17:27-3.2 requires that each public agency designate an officer or employee to serve as its Public Agency Compliance Officer (“PACO”); and

WHEREAS, the PACO shall specifically perform the duties prescribed in New Jersey’s affirmative action rules, and shall be responsible for ensuring the County’s compliance with these rules; and

WHEREAS, the PACO shall further perform any other liaison and assistance functions as may be requested by the New Jersey Department of the Treasury, Division of Contract Compliance; and

WHEREAS, the County’s Qualified Purchasing Agent, Kimberly A. Larter is knowledgeable and qualified to fulfill the duties of the PACO on behalf of Gloucester County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that Kimberly A. Larter, the County’s Qualified Purchasing Agent is hereby designated Gloucester County Public Agency Compliance Officer for the calendar year 2022; and

BE IT FURTHER RESOLVED that the Division of Contract Compliance shall be notified of Ms. Larter’s appointment.

ADOPTED at the Annual Stated Meeting of the Board of County Commissioners of the County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

Laurie J. Burns,
CLERK OF THE BOARD
RESOLUTION ESTABLISHING THE OFFICIAL NEWSPAPERS
FOR THE COUNTY OF GLOUCESTER FOR THE YEAR 2022

WHEREAS, there exists a need to designate the official newspapers of record for the County of Gloucester; and

WHEREAS, the South Jersey Times is published daily and is located in Harrison Township, County of Gloucester, and has a circulation sufficient to meet all requirements to be appointed a newspaper of record for the County; and

WHEREAS, the Courier Post is published daily and is located in Cherry Hill Township, County of Camden, and circulated on a daily basis within the County of Gloucester, and has a circulation sufficient to meet all requirements to be appointed a newspaper of record for the County; and

WHEREAS, the Sentinel of Gloucester County is published weekly and is located in Malaga, County of Gloucester, and has a circulation sufficient to meet all requirements to be appointed a newspaper of record for the County.

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

1. That the SOUTH JERSEY TIMES, of 161 Bridgeton Pike, Suite E, Mullica Hill, NJ 08062, is hereby designated as an official newspaper of record for the County for the year 2022.

2. That the COURIER POST, of 301 Cuthbert Boulevard, Cherry Hill, NJ 08002, is hereby designated as an official newspaper of record for the County for the year 2022.

3. That the SENTINEL OF GLOUCESTER COUNTY, of 330 Oak Avenue, Malaga, NJ 08328, is hereby designated as an official newspaper of record for the County for the year 2022.

4. That this Resolution shall take effect immediately upon adoption.

ADOPTED at the Annual Stated Meeting of the Board of County Commissioners of the County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

__________________________________________, DIRECTOR

ATTEST:

Laurie J. Burns,
CLERK OF THE BOARD
RESOLUTION APPOINTING MEMBERS TO THE AGRICULTURAL DEVELOPMENT BOARD

WHEREAS, there presently exists an Agricultural Development Board, which provides valuable services to the Board of County Commissioners of the County of Gloucester; and

WHEREAS, the appointments of WEST JAY KANDLE, RUSSELL MARINO and MICHAEL VISALLI to the Gloucester County Agricultural Development Board expire on March 21, 2022; and

WHEREAS, the Board of County Commissioners of the County of Gloucester desires to appoint individuals to the Gloucester County Agricultural Development Board to fill said terms upon their expiration; and

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

SECTION 1: WEST JAY KANDLE, RUSSELL MARINO and MICHAEL VISALLI each be appointed to the Gloucester County Agricultural Development Board for a four (4) year term commencing March 22, 2022 and terminating March 21, 2026.

SECTION 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 the Annual Stated Meeting of the Board of County Commissioners of the County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

_________________________________________, DIRECTOR

ATTEST:

_____________________________________, CLERK OF THE BOARD

LAURIE J. BURNS,
RESOLUTION APPOINTING MEMBERS TO THE
ANIMAL SHELTER ADVISORY COMMITTEE

WHEREAS, there currently exists an Animal Shelter Advisory Committee which provides valuable services to the Board of County Commissioners of the County of Gloucester and the County of Gloucester; and

WHEREAS, the Board of County Commissioners of the County of Gloucester desires to designate members to serve on the Animal Shelter Advisory Committee.

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

1. BARBARA CANCIO, LYNN BIANCO AND THOMAS BIANCO are hereby appointed to serve as members of the Animal Shelter Advisory Committee for a term of three (3) years, commencing on March 7, 2022 and terminating on March 6, 2025; and

2. Said appointments are subject to and contingent upon strict compliance by the appointees to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

ADOPTED at the Annual Stated Meeting of the Board of County Commissioners of the County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

__________________________________________
, DIRECTOR

ATTEST:

Laurie J. Burns,
CLERK OF THE BOARD
RESOLUTION APPOINTING A MEMBER TO THE BOARD OF EDUCATION
OF THE SPECIAL SERVICES SCHOOL DISTRICT AND THE VOCATIONAL
SCHOOL DISTRICT OF THE COUNTY OF GLOUCESTER

WHEREAS, by Resolution adopted on July 1, 2008, the Board of County Commissioners
of the County of Gloucester established one Board of Education for the Special Services School
District and the Vocational School District of the County of Gloucester in accordance with
N.J.S.A. 18A:46-47 et seq.; and

WHEREAS, said Board of Education provides valuable services to the Board of County
Commissioners of the County of Gloucester; and

WHEREAS, the term of a current member will expire on June 30, 2024, however said
member is unable and/or unwilling to complete the term, and the Board of County Commissioners
desires to fill the vacancy.

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

1. That DEAN ELISIO is hereby appointed to fill the unexpired term of Robert T.
Gadsby, effective immediately and terminating June 30, 2024.

2. Said appointment is subject to and contingent upon strict compliance by the appointee
to all applicable State and County financial/ethical disclosure laws, rules, regulations
and requirements.

ADOPTED at the Annual Stated Meeting of the Board of County Commissioners of the
County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

Laurie J. Burns,
Clerk of the Board
RESOLUTION APPOINTING MEMBERS TO THE GLOUCESTER COUNTY COMMISSION FOR WOMEN

WHEREAS, there currently exists a Commission for Women which provides valuable services to the Board of County Commissioners of the County of Gloucester; and

WHEREAS, the Board of County Commissioners desires to designate persons to serve on the Commission for Women.

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

1. The following persons are hereby appointed to serve as members of the Gloucester County Commission for Women each for three (3) year terms commencing January 1, 2022 and terminating December 31, 2024:

   Lisa Cerny, Kristine Cervantes, Danielle M. Clark, Cheryl Hoffman Coniglio, Karen Dickel, Laura Houston, Mary Jane Love, Rena Morrow, Ana Rivera, Gail Slimm, Marguerite Stubbs, Jennifer Turner, Sue Weber, and Beverly Ranton Wellons.

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.

3. This Resolution shall take effect immediately.

ADOPTED at the Annual Stated Meeting of the Board of County Commissioners of the County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

, DIRECTOR

ATTEST:

Laurie J. Burns,
CLERK OF THE BOARD
RESOLUTION APPOINTING MEMBERS, A CHAIRMAN AND VICE CHAIRMAN FOR THE GLOUCESTER COUNTY CONSTRUCTION BOARD OF APPEALS

WHEREAS, there presently exists the Gloucester County Construction Board of Appeals which provides important services to the County of Gloucester; and

WHEREAS, there exists a need to appoint members, a Chairman and Vice Chairman for the Gloucester County Construction Board of Appeals; and

WHEREAS, funds are available for this purpose.

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

1. **MARK BRUNERMER, JOSEPH CONBOY AND ROBERT DEANGELO** are hereby appointed as members, to serve four (4) year terms, effective March 21, 2022 and terminating March 20, 2026;

2. **ROBERT A. DE ANGELO** is hereby appointed Chairman and **JOSEPH CONBOY** is hereby appointed Vice Chairman of the Construction Board of Appeals, effective January 1, 2022 and terminating December 31, 2022, at salaries to be determined by the Board of County Commissioners of the County of Gloucester; and

3. **SAID APPOINTMENTS** are subject to and contingent upon strict compliance by the Appointee with all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

ADOPTED at the Annual Stated Meeting of the Board of County Commissioners of the County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

_______________________________
, DIRECTOR

ATTEST: __________________________

Laurie J. Burns,
CLERK OF THE BOARD
RESOLUTION APPOINTING REPRESENTATIVES TO THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION

WHEREAS, the Delaware Valley Regional Planning Commission is established by N.J.S.A. 32:27-8; and

WHEREAS, N.J.S.A. 32:27-9 provides that the Commission shall include as members a representative from each of the four (4) New Jersey counties included in the Commission’s area; and

WHEREAS, N.J.S.A. 32:27-10 provides that the representative from each political subdivision represented on the Commission shall be appointed by the governing body of that political subdivision. Accordingly, the Gloucester County representative is, pursuant to statute, to be appointed by the Gloucester County Board of County Commissioners; and

WHEREAS, the appropriate representative, with knowledge of County operations and interests germane to the business of the Commission, is VINCE VOLTAGGIO, and the appropriate alternate is COMMISSIONER HEATHER SIMMONS.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that VINCE VOLTAGGIO be and is hereby appointed as the Gloucester County representative to the Delaware Valley Regional Planning Commission, and COMMISSIONER HEATHER SIMMONS is hereby appointed as the alternate, with each appointee serving, pursuant to N.J.S.A. 32:27-10, at the pleasure of the Board of County Commissioners of the County of Gloucester.

ADOPTED at the Annual Stated Meeting of the Board of County Commissioners of the County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION APPOINTING MEMBERS TO THE
DISABILITIES ADVISORY COUNCIL

WHEREAS, the Board of County Commissioners have approved the establishment of the Disabilities Advisory Council in order to assist in the provision of attendant and assessment services and payment for care to those disabled individuals of the County of Gloucester; and

WHEREAS, the Disabilities Advisory Council's members serve at the pleasure of the Board of County Commissioners of the County of Gloucester; and

WHEREAS, the Board of County Commissioners desires to name and appoint members to the Disabilities Advisory Council for the year 2022.

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

1. The following persons are designated as members of the Disabilities Advisory Council for the year 2022:

<table>
<thead>
<tr>
<th>Kevin Brown</th>
<th>Gracianne Ryan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joan Clark</td>
<td>OEM Representative</td>
</tr>
<tr>
<td>Joyce Feder</td>
<td>Rowan School Of Medicine Representative</td>
</tr>
<tr>
<td>Bryan Miller</td>
<td>Division Of Vocational Rehabilitation</td>
</tr>
<tr>
<td>Kimberly Quigley</td>
<td>County Special Services School District</td>
</tr>
<tr>
<td>Theresa Rohlfing</td>
<td>Workforce Development Board</td>
</tr>
<tr>
<td>Rhonda Rogers</td>
<td></td>
</tr>
</tbody>
</table>

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;

3. This resolution shall take effect immediately.

ADOPTED at the Annual Stated Meeting of the Board of County Commissioners of the County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

, DIRECTOR
RESOLUTION APPOINTING MEMBERS TO THE
DIVERSITY, EQUITY AND INCLUSION ADVISORY BOARD

WHEREAS, the Board of County Commissioners have approved the establishment of the Diversity, Equity and Inclusion Advisory Board in order to create a forum for presentation of social conflict issues, conflict resolution and discussions of promoting awareness and sensitivity; and

WHEREAS, the Diversity, Equity and Inclusion Advisory Board members serve at the pleasure of the Board of County Commissioners of the County of Gloucester; and

WHEREAS, the Board of County Commissioners desires to name and appoint members to the Diversity, Equity and Inclusion Advisory Board for the year 2022.

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

1. The following persons are designated as members of the Diversity, Equity and Inclusion Advisory Board for the year 2022:

   | AVE ALTERSITZ | MICHELLE BAYLOR |
   | LISA CERNY    | ROY DAWSON      |
   | MICHAEL DICKEN| FREDERICK KEATING, ED.D |
   | RAFAEL MUNIZ  |

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;

3. This resolution shall take effect immediately.

ADOPTED at the Annual Stated Meeting of the Board of County Commissioners of the County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

Laurie J. Burns, Clerk of the Board
RESOLUTION APPOINTING MEMBERS TO THE
EMERGENCY MANAGEMENT COUNCIL

WHEREAS, the Emergency Management Council provides important services to the
Board of County Commissioners of the County of Gloucester; and

WHEREAS, the Emergency Management Council members serve at the pleasure of the
Board of County Commissioners of the County of Gloucester; and

WHEREAS, the Board of County Commissioners desires to name and appoint members
to the Emergency Management Council for the year 2022.

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

1. The following are hereby appointed to the Emergency Management Services
Council of the County of Gloucester to serve at the pleasure of the Board of County
Commissioners:

<table>
<thead>
<tr>
<th>CBRNE Team</th>
<th>Emergency Management Coordinator</th>
</tr>
</thead>
<tbody>
<tr>
<td>County EMS Chief</td>
<td>Commissioner Liaison</td>
</tr>
<tr>
<td>County Counsel</td>
<td>Hazmat Mitigation Officer</td>
</tr>
<tr>
<td>County Fire Marshal</td>
<td>Health Department</td>
</tr>
<tr>
<td>County Medical Examiner</td>
<td>Charles Jones (Solvey Solexis)</td>
</tr>
<tr>
<td>County Mental Health Administrator</td>
<td>Public Information Officer</td>
</tr>
<tr>
<td>County Prosecutor</td>
<td>Public Works Department Liaison</td>
</tr>
<tr>
<td>Deputy Emergency Management Coordinators</td>
<td>Red Cross Director</td>
</tr>
<tr>
<td>Division of Social Services</td>
<td>Pat Robinson (Paulsboro Refining Company)</td>
</tr>
<tr>
<td>Division of Special Transportation</td>
<td>Sheriff</td>
</tr>
<tr>
<td>Economic Development Director</td>
<td>Mark Chapman, Inspira Medical Systems</td>
</tr>
</tbody>
</table>

2. Said appointments are subject to and contingent upon strict compliance by the
appointees to all applicable State and County financial/ethical disclosure laws, rules, regulations
and requirements;

3. This Resolution shall take effect immediately.

ADOPTED at the Annual Stated Meeting of the Board of County Commissioners of the
County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION APPOINTING MEMBERS TO THE
COUNTY EXCESS LIABILITY FUND

WHEREAS, the County of Gloucester is a member of the Joint Insurance Fund (the "NJCEIF") along with the County of Camden; and

WHEREAS, the County determined that it was in the best interest of the County to join with other counties to create the JIF for the purpose of securing certain insurance coverages; and

WHEREAS, the County has been advised by its insurance consultant that the NJCEIF was approved to become operational by the New Jersey Department of Banking and Insurance and the Department of Community Affairs; and

WHEREAS, the statutes and regulations governing the creation and operation of the NJCEIF contain restrictions and safeguards concerning the safe and efficient administration of the public interest entrusted to such a fund; and

WHEREAS, pursuant to N.J.S.A. 40A:10-37 the County, upon the establishment of the NJCEIF, is obligated to appoint a NJCEIF Commissioner and may appoint an alternate NJCEIF Commissioner.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester that Gloucester County Risk Manager, TIMOTHY SHEEHAN is hereby appointed as the Gloucester County Commissioner to the County Excess Liability Fund to serve at the pleasure of the Gloucester County Board of County Commissioners; and

BE IT FURTHER RESOLVED that COUNTY COUNSEL is hereby appointed as the Alternate Gloucester County Commissioner to the County Excess Liability Fund to serve at the pleasure of the Gloucester County Board of County Commissioners.

ADOPTED at the Annual Stated Meeting of the Board of County Commissioners of the County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

Laurie J. Burns,  DIRECTOR
CLERK OF THE BOARD
RESOLUTION APPOINTING ASSISTANT FIRE MARSHALS FOR THE COUNTY OF GLOUCESTER

WHEREAS, the Board of County Commissioners of the County of Gloucester designates and appoints qualified individuals to serve in the capacity of Assistant Fire Marshals for the County of Gloucester, pursuant to the provisions of N.J.S.A. 40A:14-1.

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

1. That JOHN AUSTIN, GEORGE W. HUSTON, MICHAEL MITTEN, DAVID RASO, VICTOR TORINO AND WALT WOODWARD shall hereby be appointed as Assistant Fire Marshals, each for a term of three (3) years effective January 15, 2022 and terminating January 14, 2025; and

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

ADOPTED at the Annual Stated Meeting of the Board of County Commissioners of the County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

, DIRECTOR

Laurie J. Burns,
CLERK OF THE BOARD
RESOLUTION APPOINTING A MEMBER TO THE
HOUSING AUTHORITY OF THE COUNTY OF GLOUCESTER

WHEREAS, there exists a vacancy on the Housing Authority of the County of Gloucester; and

WHEREAS, it is in the best interests of the County of Gloucester to appoint JOHN GIOVANNETTI to a five (5) year term commencing on April 22, 2022 and expiring on April 21, 2027;

NOW THEREFORE, BE IT RESOLVED that JOHN GIOVANNETTI be appointed to the Housing Authority of Gloucester County; and

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

ADOPTED at the Annual Stated Meeting of the Board of County Commissioners of the County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

__________________________ , DIRECTOR

__________________________
LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION APPOINTING MEMBERS TO THE HUMAN SERVICES ADVISORY COUNCIL FOR GLOUCESTER COUNTY

WHEREAS, the by-laws of the County Human Services Advisory Council require that no more than 21 members shall serve on the Council, with members duly appointed by the Gloucester County Board of County Commissioners in accordance with N.J.A.C. 10:2-1.3; and

WHEREAS, the Council is dedicated to meeting the human services needs of the local community, and advises the Board of County Commissioners on priorities for funding of social services programs to serve the residents of the County; and

WHEREAS, vacancies currently exist, with certain vacancies due to members being unable and/or unwilling to complete respective terms, and the Board of County Commissioners finds it in the best interest of the County to appoint new members to fill all vacancies.

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

1. That NATALIE FORTUNATO, FRANCES HARWELL, AND JOSEPH SPENCER are hereby appointed to serve a three-year term each, commencing January 1, 2022 and terminating on December 31, 2024.

2. That LISA CONLEY AND REGINA RIDGE are hereby appointed to fill unexpired terms, effective January 1, 2022 and terminating on December 20, 2023.

3. Said appointments are subject to and contingent upon strict compliance by the appointees to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

ADOPTED at the Annual Stated Meeting of the Board of County Commissioners of the County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION APPOINTING A MEMBER TO THE
GLOUCESTER COUNTY IMPROVEMENT AUTHORITY

WHEREAS, there exists in the County of Gloucester the Gloucester County Improvement Authority; and

WHEREAS, the Board of County Commissioners of the County of Gloucester desires to reappoint one individual to serve a five-year term;

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

1. GREG FERRETTI be and is hereby appointed to a five-year term on the Gloucester County Improvement Authority, said term to commence on February 2, 2022 and terminate on February 1, 2027.

2. Said appointment is subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical laws, rules, regulations, and requirements.

3. This Resolution shall take effect immediately.

ADOPTED at the Annual Stated Meeting of the Board of County Commissioners of the County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION APPOINTING MEMBERS TO THE INDUSTRIAL
POLLUTION CONTROL FINANCE AUTHORITY

WHEREAS, the County of Gloucester adopted a Resolution on February 5, 1974 to
create the Gloucester County Industrial Pollution Control Finance Authority ("Authority"), with
members duly appointed by the Gloucester County Board of County Commissioners in
accordance with N.J.S.A. 40:37C-4; and

WHEREAS, vacancies currently exist, with a certain vacancy due to a member being
unable and/or unwilling to complete a respective term, and the Board of County Commissioners
finds it in the best interest of the County to appoint new members to fill all vacancies.

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

1. That LAURIE J. BURNS is hereby appointed to serve a five-year term, commencing
   February 2, 2022 and terminating on February 1, 2027.

2. That TRACEY GIORDANO is hereby appointed to fill an unexpired term, effective
   immediately and terminating on February 1, 2026.

3. Said appointments are subject to and contingent upon strict compliance by the
   appointees to all applicable State and County financial/ethical disclosure laws, rules,
   regulations and requirements.

ADOPTED at the Annual Stated Meeting of the Board of County Commissioners of the
County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

___________________________
DIRECTOR

ATTEST:

___________________________
LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION APPOINTING MEMBERS AS THE
INSURANCE COMMISSION REPRESENTATIVES
FOR GLOUCESTER COUNTY

WHEREAS, the Gloucester County Insurance Commission (hereinafter "GCIC") is duly
constituted as an Insurance Commission pursuant to N.J.S.A. 40A:10-6 et. seq.; and

WHEREAS, the GCIC has previously adopted Rules and Regulations per resolution
March 10, 2010; and

WHEREAS, the County is a participating member of the GCIC; and

WHEREAS, in accordance with said Rules and Regulations the GCIC has requested
participating members designate a representative and alternate representative for attendance and
participation in the GCIC meetings and other activities deemed necessary from time to time.

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

1. The following persons are designated as Representative and Alternate to the
   GCIC for the 2022 Fund Year:

   County Counsel
   George Hayes, Alternate

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;

3. This Resolution shall take effect immediately.

ADOPTED at the Annual Stated Meeting of the Board of County Commissioners of the
County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

_________________________________________, DIRECTOR

ATTEST:

__________________________________________, CLERK OF THE BOARD

LAURIE J. BURNS,
RESOLUTION APPOINTING MEMBERS TO THE COUNTY INTERAGENCY COORDINATING COUNCIL FOR CHILDREN

WHEREAS, the Board of County Commissioners established an Inter-Agency Coordinating Council for Children in 1991 to assist in coordinating and providing of services to emotionally disturbed children and adolescents; and

WHEREAS, the members of said Council serve from year to year at the pleasure of the Board.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the following persons be appointed and serve as members of said Council for a one (1) year term beginning January 1, 2022 and terminating December 31, 2022:

<table>
<thead>
<tr>
<th>Rudolph Aikens</th>
<th>Beverly Lynch</th>
</tr>
</thead>
<tbody>
<tr>
<td>Virginia DeLong</td>
<td>Tracy Hilliker Mauriello</td>
</tr>
<tr>
<td>Robert Bamford</td>
<td>Jennifer Plews</td>
</tr>
<tr>
<td>Lisa Conley</td>
<td>Jennifer Rodriguez</td>
</tr>
<tr>
<td>Christina DiGiovacchino</td>
<td>Linda Smith</td>
</tr>
<tr>
<td>Kim Glazer</td>
<td>McKinney-Vento Liaison</td>
</tr>
<tr>
<td>Emily Gillam</td>
<td>Director Gloucester County CMO</td>
</tr>
<tr>
<td>Amy L. Kiger</td>
<td>Director Mobile Response</td>
</tr>
<tr>
<td>Adrienne Jackson</td>
<td>Director Family Support Organization</td>
</tr>
</tbody>
</table>

ADOPTED at the Annual Stated Meeting of the Board of County Commissioners of the County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST: \[Signature\], DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD
RESOLUTION APPOINTING A MEMBER TO
THE LIBRARY COMMISSION

WHEREAS, a vacancy exist on the Gloucester County Library Commission; and

WHEREAS, the Board of County Commissioners of the County of Gloucester desires to
appoint a member to the Gloucester County Library Commission to fill this term.

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

1. **DAVID FLAHERTY** is hereby appointed to a five-year term on the Gloucester
   County Library Commission commencing on January 18, 2022 and terminating on January 17,
   2027; and

2. Said appointment are subject to and contingent upon strict compliance by the
   appointees to all applicable State and County financial/ethical disclosure laws, rules, regulations
   and requirements.

ADOPTED at the Annual Stated Meeting of the Board of County Commissioners of the
County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

Laurie J. Burns,
CLERK OF THE BOARD
RESOLUTION APPOINTING MEMBERS TO THE LOCAL ADVISORY COMMITTEE ON ALCOHOL AND DRUG ABUSE

WHEREAS, the Local Advisory Committee on Alcohol and Drug Abuse performs an important service for the Board of County Commissioners; and

WHEREAS, the members of the Local Advisory Committee on Alcohol and Drug Abuse serve at the pleasure of the Board of County Commissioners; and

WHEREAS, the Board of County Commissioners desires to appoint persons to serve on the Local Advisory Committee on Alcohol and Drug Abuse for the year 2022.

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

1. The following persons are designated as members of the Local Advisory Committee on Alcohol and Drug Abuse at the pleasure of the Board of County Commissioners:


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;

3. This Resolution shall take effect immediately.

ADOPTED at the Annual Stated Meeting of the Board of County Commissioners of the County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

Laurie J. Burns,
CLERK OF THE BOARD

, DIRECTOR
RESOLUTION APPOINTING MEMBERS TO THE
LOCAL CITIZENS ADVISORY BOARD OF TRANSPORTATION

WHEREAS, Gloucester County receives funds under the Senior Citizen and Disabled Resident Transportation Assistance Act for expanded transportation service for elderly and disabled residents; and

WHEREAS, the above referenced legislation mandates that a special committee of at least 51% consumers (senior citizens and/or handicapped persons) be established on a County level to oversee the distribution of these funds and to advise the Board of County Commissioners on any other transportation matters; and

WHEREAS, the Board of County Commissioners of the County of Gloucester desires to appoint persons to this Committee to serve at the pleasure of the Board of County Commissioners.

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

1. The following persons are hereby appointed to the Gloucester County Local Citizens Transportation Advisory Committee to serve at the pleasure of the Board of County Commissioners, for a term commencing January 1, 2022 and terminating December 31, 2022:

<p>| | |</p>
<table>
<thead>
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</thead>
<tbody>
<tr>
<td>Salvatore Barbuto</td>
<td>Dennis Ledger</td>
</tr>
<tr>
<td>Nick Cressman</td>
<td>NJ Transit Representative</td>
</tr>
<tr>
<td>Robert Dazlich</td>
<td>Cadie DiGiambattista</td>
</tr>
</tbody>
</table>

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;

3. This Resolution shall take effect immediately.

ADOPTED at the Annual Stated Meeting of the Board of County Commissioners of the County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST: _______________________, DIRECTOR

_________________________, CLERK OF THE BOARD

LAURIE J. BURNS,
RESOLUTION APPOINTING MEMBERS TO THE GLOUCESTER COUNTY MENTAL HEALTH BOARD

WHEREAS, there currently exists a Mental Health Board which provides valuable services to the Board of County Commissioners and the County of Gloucester; and

WHEREAS, the Board of County of Commissioners of the County of Gloucester desires to designate persons to serve on the Mental Health Board.

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

1. SHANE STEVENSON, JUANITA NAZARIO, JOANN DUNAGAN, BECKY DILISCIANDRO, PhD., PRESIDENT OF POLICE CHIEF (or designee) and ROWAN COLLEGE DIRECTOR OF SPECIAL SERVICES are hereby appointed to serve as members of the Gloucester County Mental Health Board for a three year term commencing on January 1, 2022 and concluding on December 31, 2024.

2. Said appointment is subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements;

3. This resolution shall take effect immediately.

ADOPTED at the Annual Stated Meeting of the Board of County Commissioners of the County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION APPOINTING GLOUCESTER COUNTY MEMBERS TO THE NEW JERSEY ASSOCIATION OF COUNTIES

WHEREAS, there presently exists a New Jersey Association of Counties, of which the County of Gloucester is a member; and

WHEREAS, Article IV, Section 2 of the New Jersey Association of Counties Constitution and Bylaws outlines the procedure by which County Commissioner Boards are to appoint their designated members to said Association.

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

1. COMMISSIONER HEATHER SIMMONS be and is hereby appointed to serve as a Voting Member to the New Jersey Association of Counties for calendar year 2022.

2. COMMISSIONER FRANK J. DIMARCO be and is hereby appointed to serve as the Alternate to the New Jersey Association of Counties for calendar year 2022;

3. COMMISSIONER JIM JEFFERSON be and is hereby appointed to serve as the Second Alternate to the New Jersey Association of Counties for calendar year 2022;

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

ADOPTED at the Annual Stated Meeting of the Board of County Commissioners of the County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

_________________________, DIRECTOR

ATTEST:

_________________________, CLERK OF THE BOARD

Laurie J. Burns,
RESOLUTION APPOINTING A DEPUTY OEM COORDINATOR FOR
THE COUNTY PURSUANT TO N.J.S.A. APP.A:9-42.1B

WHEREAS, the County of Gloucester ("County") appointed an Emergency
Management Coordinator by Resolution adopted on June 2, 2021, and wishes to appoint a
Deputy Office of Emergency Management ("OEM") Coordinator pursuant to N.J.S.A.
App.A:9-42.1B; and

WHEREAS, Charles Murtaugh has the requisite qualifications and experience, having
previously served as Deputy OEM Coordinator for the Gloucester County Office of Emergency
Management ("OEM"), and the County desires to re-appoint Charles Murtaugh to serve a term
of three (3) years.

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

1. That CHARLES MURTAUGH be and is hereby appointed as Deputy OEM
   Coordinator for the Gloucester County Office of Emergency Management for a three-
   year term, commencing January 1, 2022 and terminating December 31, 2024.

ADOPTED at the Annual Stated Meeting of the Board of County Commissioners of the
County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

Laurie J. Burns,
CLERK OF THE BOARD
RESOLUTION APPOINTING A MEMBER TO THE
NEW JERSEY PINELANDS COMMISSION

WHEREAS, there exists a position for the Gloucester County representative on the New Jersey Pinelands Commission; and

WHEREAS, the Board of County Commissioners of the County of Gloucester wish to appoint DANIEL CHRISTY as said Gloucester County representative to serve as a Commission member for a three-year term.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that DANIEL CHRISTY, be and is hereby appointed as the Gloucester County representative to serve as a member of the New Jersey Pinelands Commission for a three (3) year term commencing January 29, 2022 and expiring January 28, 2025.

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

ADOPTED at the Annual Stated Meeting of the Board of County Commissioners of the County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

________________________________________
DIRECTOR

ATTEST:

________________________________________
Laurie J. Burns,
Clerk of the Board
RESOLUTION APPOINTING MEMBERS
TO THE POLICE ACADEMY ADVISORY BOARD

WHEREAS, the Board of County Commissioner of the County of Gloucester have established a Police Academy Advisory Board; and

WHEREAS, it is necessary to appoint members to the aforementioned Board for the calendar year 2022.

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

That the following members are hereby appointed to the Gloucester County Police Academy Advisory Board as representatives of the following groups of individuals to serve at the pleasure of the Board with terms commencing January 1, 2022 and terminating December 31, 2023:

a. Citizen Members: Director of Emergency Response, Steven Pfeiffer;
b. Three (3) Members of the Gloucester County Police Chief’s Association;
c. Member of the Gloucester County Prosecutor’s Office;
d. Lt. Guy Collins of the Gloucester County Sheriff’s Office;
e. Member of Rowan College of South Jersey;
f. Two (2) members of the Board of County Commissioners of the County of Gloucester: Commissioner Christy and Commissioner DiMarco

BE IT FURTHER RESOLVED that 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; and

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED at the Annual Stated Meeting of the Board of County Commissioners of the County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

__________________________
, DIRECTOR

__________________________
LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION APPOINTING MEMBERS TO THE
ROWAN COLLEGE OF SOUTH JERSEY BOARD OF
TRUSTEES SEARCH COMMITTEE

WHEREAS, there currently exists a ROWAN COLLEGE OF SOUTH JERSEY
COLLEGE BOARD OF TRUSTEES SEARCH COMMITTEE which provides valuable
services to the Board of County Commissioners and the County of Gloucester; and

WHEREAS, the Board of Chosen Freeholders desires to designate persons to serve on
this Committee.

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

1. The following persons are hereby appointed to serve as members of the Rowan
College of South Jersey College Board of Trustees Search Committee for the year 2022:

<table>
<thead>
<tr>
<th>Colleen Collins</th>
<th>Edward Munin</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dr. Geraldine Martin</td>
<td>Phillip Tartaglione</td>
</tr>
<tr>
<td>Genevieve Witt</td>
<td></td>
</tr>
</tbody>
</table>

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;

3. This Resolution shall take effect immediately.

ADOPTED at the Annual Stated Meeting of the Board of County Commissioners of the
County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

Laurie J. Burns,
CLERK OF THE BOARD
RESOLUTION APPOINTING A MEMBER TO THE
ROWAN COLLEGE OF SOUTH JERSEY BOARD OF TRUSTEES

WHEREAS, on August 30, 2018 and August 16, 2018, respectively, the Rowan College at Gloucester County and the Cumberland County College Boards of Trustees adopted resolutions to authorize and promote the establishment of a jointure college pursuant to N.J.S.A. 18A:64A-24, to be branded as Rowan College at South Jersey ("RCSJ"); and

WHEREAS, the Board of Trustees for RCSJ shall be constituted as provided by N.J.S.A. 18A:64A-8, with board member appointments being made by the appointing authority of each respective county.

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

1. That LEN DAWS is hereby reappointed as a member to the Rowan College at South Jersey Board of Trustees for a four-year term, terminating on October 31, 2025.

2. That ISABELITA MARCELO ABELE is hereby appointed as a member to the Rowan College at South Jersey Board of Trustees to fill a vacancy, effective immediately and terminating on October 31, 2026.

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

ADOPTED at the Annual Stated Meeting of the Board of County Commissioners of the County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

________________________________________
DIRECTOR

ATTEST:

________________________________________
LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION APPOINTING MEMBERS
TO THE SENIOR SERVICES ADVISORY BOARD

WHEREAS, there presently exists a Senior Services Advisory Board which provides valuable services to the Board of County Commissioners and serves at the pleasure of the Board; and

WHEREAS, the Board of County Commissioners desires to appoint members to the Senior Services Advisory Board for the year 2022.

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

1. The following persons are hereby appointed to the Senior Services Advisory Board for terms commencing January 1, 2022 and terminating December 31, 2022:


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.

3. This Resolution shall take effect immediately.

ADOPTED at the Annual Stated Meeting of the Board of County Commissioners of the County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

Laurie J. Burns,
Clerk of the Board

, DIRECTOR
RESOLUTION APPOINTING MEMBERS TO THE
SOLID WASTE ADVISORY COUNCIL

WHEREAS, N.J.S.A. 13:1e-20 provides that to assist each Board of County
Commissioners in the development and formulation of the Solid Waste Management Plan, an
Advisory Solid Waste Council shall be instituted; and

WHEREAS, the respective size, composition and membership of the Council shall be
designated by the Board of County Commissioners; and

WHEREAS, the Board of County Commissioners of the County of Gloucester does
hereby appoint said Council to serve at the pleasure of the Board, for terms commencing on
January 1, 2022 and concluding December 31, 2022.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of
the County of Gloucester that the following individuals are hereby appointed to serve as
members of the Solid Waste Advisory Council, and that their term shall be at the pleasure of the
Board:

Eric Agren, Mackenzie Belling, Eric M. Campo, Wendy Carey, Beth Christensen, Karen
Jost, Joseph Marino, Scott Norcross, Dale Miller, Richard Pool and Commissioner Simmons.

BE IT FURTHER RESOLVED that 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 the Annual Stated Meeting of the Board of County Commissioners of the
County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

__________________________
, DIRECTOR

ATTEST:

__________________________
LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION APPOINING MEMBERS TO THE SOUTH JERSEY REGIONAL FILM COOPERATIVE

WHEREAS, on March 18, 2020, the Board of County Commissioners of the County of Gloucester authorized a Memorandum of Understanding with the County of Camden to create the South Jersey Regional Film Commission; and

WHEREAS, the South Jersey Regional Film Commission will be known as the South Jersey Regional Film Cooperative; and

WHEREAS, the South Jersey Regional Film Cooperative will have a total of 8 members, with 4 members appointed by the County of Gloucester and 4 members appointed by the County of Camden; and

WHEREAS, the members named to the South Jersey Regional Film Cooperative will serve an annual term; and

WHEREAS, the members will adopt By-Laws and appoint a Chair with executive powers and the Chair will act as the liaison to the Commissioner Boards and the South Jersey Regional Film Cooperative; and

WHEREAS, the Board of County Commissioners of the County of Gloucester desires to designate members to serve on the South Jersey Regional Film Cooperative.

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

1. The South Jersey Regional Film Commission will be known as the South Jersey Regional Film Cooperative; and

2. The following persons are designated as members of the South Jersey Regional Film Cooperative for the year 2022, from January 1, 2022 to December 31, 2022:

   | Heather Simmons | Thomas Bianco  |
---|---------------|---------------|
   | Michelle Shirey | John Burzichelli |

ADOPTED at the Annual Stated Meeting of the Board of County Commissioners of the County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION APPOINTING DEPUTY COUNTY ASSESSORS
FOR THE COUNTY OF GLOUCESTER

WHEREAS, the County of Gloucester has the positions of Deputy County Assessors for the County of Gloucester; and

WHEREAS, the County wishes to fill the position with qualified and capable individuals; and

WHEREAS, N.J.S.A. 54:1-91(a) provides “the governing body shall appoint Deputy County Assessors as needed”; and

WHEREAS, it is in the best interest of the County to appoint Robin Hague and Jeffrey Taylor as Deputy County Assessors, pursuant to N.J.S.A. 54:1-91, N.J.S.A. 54:1-98 and N.J.A.C. 18:17A-1.3.

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

1. Robin Hague and Jeffrey Taylor are hereby appointed as the Deputy County Assessors, pursuant to the Property Tax Assessment Reform Act; and

2. Robin Hague and Jeffrey Taylor shall serve as Deputy County Assessors commencing February 1, 2022, which term expires January 31, 2025, pursuant to N.J.S.A. 54:1-91, N.J.S.A. 54:1-98 and N.J.A.C. 18:17A-1.3; and

3. For performing the services of Deputy County Assessors, Robin Hague and Jeffrey Taylor shall be paid salaries established by the Board of County Commissioners of the County of Gloucester and modified from time to time as employees’ salaries are considered; and

4. Robin Hague and Jeffrey Taylor shall perform the duties as described in and subject to the terms and conditions of the Property Tax Assessment Reform Act.

ADOPTED at the Annual Stated Meeting of the Board of County Commissioners of the County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

__________________________________________, DIRECTOR

ATTEST:

__________________________________________, CLERK OF THE BOARD

LAURIE J. BURNS,
RESOLUTION APPOINTING MEMBERS TO THE
TRI-COUNTY WATER QUALITY CONTROL BOARD

WHEREAS, the Tri-County Water Quality Control Board serves the interests of the citizens of the County of Gloucester; and

WHEREAS, the members selected serve at the pleasure of the Board.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the following persons serve on the Board for the year 2022:

1. MACKENZIE BELLING shall serve as an elected official’s designee;
2. BETH CHRISTENSEN, shall serve as the County Representative;

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

ADOPTED at the Annual Stated Meeting of the Board of County Commissioners of the County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION APPOINTING MEMBERS TO THE
GLOUCESTER COUNTY UTILITIES AUTHORITY

WHEREAS, there is a requirement to appoint members to serve on the Gloucester County Utilities Authority.

WHEREAS, there exists vacancies on the Gloucester County Utilities Authority.

NOW, THEREFORE BE IT RESOLVED by the Board of County of Commissioners that RANDY COSSABOON and JAMES SABETTA be and are hereby appointed as members of the Authority to fill a five (5) year term, commencing February 2, 2022 and terminating February 1, 2027; and

BE IT FURTHER RESOLVED that said appointments be 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 the Annual Stated Meeting of the Board of County Commissioners of the County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD
RESOLUTION APPOINTING MEMBERS TO THE
ADVISORY BOARD FOR THE COUNTY VETERAN’S CEMETERY

WHEREAS, the Board of County Commissioners of the County of Gloucester has made a substantial commitment to the effective and efficient operation of a final resting place for the veterans of Gloucester County; and

WHEREAS, there exists a County Veteran’s Cemetery Advisory Board, which Board has vacancies for members; and

WHEREAS, the Board of Commissioners desires to fill said vacancies.

NOW, THEREFORE, BE IT RESOLVED that the Gloucester County Board of County Commissioners hereby name the following individuals to serve on the Gloucester County Veteran’s Cemetery Advisory Board for the year 2022:

| Commissioner Liaison | Director of Veteran’s Affairs |
| Deputy Commissioner Liaison | Supervisor of Internment |
| Commander, GC Vet Advisory Board |

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

ADOPTED at the Annual Stated Meeting of the Board of County Commissioners of the County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST: ____________________________, DIRECTOR

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION APPOINTING MEMBERS TO THE
VOTING ACCESSIBILITY ADVISORY COMMITTEE

WHEREAS, there exists a Gloucester County Voting Accessibility Advisory Committee who is responsible for physically inspecting each polling place in the County and for filing the polling place report, including a list of any inaccessible polling places with the Office of the Attorney General of the State of New Jersey and with the Gloucester County Board of Elections; and

WHEREAS, the members of said committee serve at the pleasure of the Board of County Commissioners; and

WHEREAS the Board of County Commissioners desires to appoint members to the Voting Accessibility Advisory Committee for the year 2022.

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

1. The following persons are hereby designated as members of the Gloucester County Voting Accessibility Advisory Committee, to serve at the pleasure of the Board of County Commissioners for a term commencing January 1, 2022 and terminating December 31, 2022:

<table>
<thead>
<tr>
<th>Chad Bruner, County Administrator</th>
<th>Mark Harris</th>
</tr>
</thead>
<tbody>
<tr>
<td>Four (4) Members—Board of Elections</td>
<td>Lynn McClintock</td>
</tr>
<tr>
<td>Commissioner, Frank DiMarco</td>
<td>Superintendent of Elections</td>
</tr>
<tr>
<td>Bernadette Forward</td>
<td></td>
</tr>
</tbody>
</table>

2. Said appointments are subject to and contingent upon strict compliance by the appointees to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements;

3. This Resolution shall take effect immediately.

ADOPTED at the Annual Stated Meeting of the Board of County Commissioners of the County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

Laurie J. Burns,
Clerk of the Board
RESOLUTION APPOINTING MEMBERS TO THE
WORKFORCE DEVELOPMENT BOARD

WHEREAS, there currently exists a Workforce Development Board serving the
Gloucester County area; and

WHEREAS, it has been determined that there is a necessity for the appointment of
members to the Gloucester County Workforce Development Board, and that all of the
individuals to be appointed are qualified, and are desirous of serving on said Board.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of
the County of Gloucester that the following individuals be and are hereby appointed to serve as
members of the Gloucester County Workforce Development Board for a three-year term each,
commencing immediately and terminating on December 31, 2024:

ANTHONY BELLIA, JULIE DELAURENTIS, KATHY FARINACCIO,
MICHAEL GIRONE, PETER KAPRIELYAN, HUNTER KINTZING, JAMES
ROBINSON, AND LES VAIL.

BE IT FURTHER RESOLVED that SHANE STEVENSON be and is hereby appointed
to fill the unexpired term of Katie Doyle, effective immediately and terminating on December

BE IT FURTHER RESOLVED that 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 County Commissioners of the County of
Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION APPOINTING MEMBERS TO THE GLOUCESTER COUNTY
YOUTH SERVICES COMMISSION

WHEREAS, the County of Gloucester has a Youth Services Commission; and

WHEREAS, the Board of Commissioners of the County of Gloucester are desirous of
appointing members of the community to serve on said commission with terms commencing on
January 1, 2022 and terminating on December 31, 2022.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of
the County of Gloucester that the following commissioners are hereby appointed to the
Gloucester County Youth Services Commission:

<table>
<thead>
<tr>
<th>Venus Davis</th>
<th>Vicinage Chief Probation Officer Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sonia Decencio</td>
<td>County Prosecutor Representative</td>
</tr>
<tr>
<td>Rev. Dr A.B. Frazier</td>
<td>County Public Defender Representative</td>
</tr>
<tr>
<td>Gerald Hodges</td>
<td>DCF/DCP&amp;P Representative</td>
</tr>
<tr>
<td>Kenneth Rider</td>
<td>County Mental Health Administrator</td>
</tr>
<tr>
<td>Marybeth Monroe</td>
<td>Superintendent of Schools Representative</td>
</tr>
<tr>
<td>Jennifer Rodriguez</td>
<td>Superintendent of GCIT Representative</td>
</tr>
<tr>
<td>James Sampson</td>
<td>Division of Human &amp; Disability Service Director</td>
</tr>
<tr>
<td>Dr. Carole Ann Subotich</td>
<td>Associate VP of Together Youth Shelter</td>
</tr>
<tr>
<td>Commissioner Director Representative</td>
<td>Detention Center Director Representative</td>
</tr>
<tr>
<td>Presiding Judge of Family Part/Superior Court Representative</td>
<td>Family Crisis Unit Representative</td>
</tr>
<tr>
<td>Assistant Family Division Manager Representative</td>
<td>Law Enforcement Representative</td>
</tr>
<tr>
<td>Juvenile Officers Association Representative</td>
<td>Director of Addiction Services</td>
</tr>
<tr>
<td>Juvenile Justice Commission Liaison</td>
<td>Workforce Development Representative</td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED that 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 the Annual Stated Meeting of the Board of County Commissioners of the
County of Gloucester held on Saturday, January 1, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

Laurie J. Burns,
Clerk of the Board