6:00 p.m. Wednesday, February 2, 2022

Call to Order

Salute to the Flag

Open Public Meetings Statement

Clerk of the Board, Laurie J. Burns, reads a letter certifying the appointment of Denice DiCarlo to the vacant Democratic Commissioner seat to the Board of County Commissioners of the County of Gloucester.

Introduction, by the Clerk of the Board, of newly appointed Commissioner Denice DiCarlo.

Commission Director DiMarco will now swear-in Commissioner Appointee DiCarlo.

Roll Call

Changes to the Agenda

Approval of the January 19, 2022 regular meeting minutes.

PROCLAMATIONS

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

RESOLUTIONS

DEPARTMENT OF ADMINISTRATION

DIRECTOR DIMARCO

DEPUTY DIRECTOR SIMMONS

A-1  RESOLUTION APPOINTING MEMBERS TO THE HUMAN SERVICES ADVISORY COUNCIL FOR GLOUCESTER COUNTY.

This Resolution appoints (1) Brian W. Jones and (2) Cadie DiGiambattista to the Human Services Advisory Council in accordance with N.J.A.C. 10:2-1.3, for a three-year term each, commencing January 1, 2022 and terminating December 31, 2024.

A-2  RESOLUTION APPOINTING A MEMBER TO THE DISABILITIES ADVISORY COUNCIL.

This Resolution appoints Joanne Katzen-Jones to the Disabilities Advisory Council for a one-year term, commencing January 1, 2022 and terminating December 31, 2022.

A-3  RESOLUTION APPOINTING A MEMBER TO THE GLOUCESTER COUNTY PLANNING BOARD.

This Resolution appoints Michael Ford to the Gloucester County Planning Board in accordance with N.J.S.A. 40:27-1, for a three-year term, commencing January 1, 2022 and terminating December 31, 2024.

A-4  RESOLUTION AUTHORIZING AN INTERNSHIP AGREEMENT WITH ROWAN UNIVERSITY, DEPARTMENT OF LAW AND JUSTICE STUDIES FROM JANUARY 1, 2022 TO DECEMBER 31, 2022.

This Resolution authorizes a Student Internship Agreement with Rowan University, through its Department of Law and Justice Studies for the provision of training opportunities to Rowan students via unpaid internships within the County Sheriff’s Office, under the supervision of appropriate County personnel from January 1, 2022 to December 31, 2022.
A-5 RESOLUTION AMENDING THE 2022 BOARD OF COUNTY COMMISSIONER ASSIGNMENTS.

Commissioner assignments were duly approved by resolution at the Annual Reorganization meeting, which assignments have subsequently changed to reflect newly appointed Commissioner DiCarlo assuming former Commissioner Christy’s department assignments.

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

DEPUTY DIRECTOR SIMMONS
COMMISSIONER DICARLO

B-1 RESOLUTION AUTHORIZING THE PROVISION OF EMERGENCY SERVICES PURSUANT TO N.J.S.A. 40A:11-6 WITH ENRIGHT’S TREE SERVICE FOR $95,150.00.

This Resolution authorizes the provision of emergency services required as a result of Tropical Storm Ida from Enright’s Tree Service, regarding emergency debris removal and clean-up from September 27, 2021 to October 5, 2021 and from October 14, 2021 to October 21, 2021, for a total amount of $95,150.00.

B-2 RESOLUTION AUTHORIZING AN EXTENSION OF THE CONTRACTS WITH CATERINA SUPPLY, INC. AND CORE & MAIN, L.P. FROM JANUARY 20, 2022 TO JANUARY 19, 2024 IN AN AMOUNT NOT TO EXCEED $100,000.00 PER YEAR PER VENDOR.

This Resolution authorizes the County's option to extend the contracts with Caterina Supply, Inc. and Core & Main, L.P. for the supply of various kinds of piping as needed by the Public Works Department as per PD-20-002, for a final term of two (2) years from January 20, 2022 to January 19, 2024 in an amount not to exceed $100,000.00 per year, per vendor.

B-3 RESOLUTION AUTHORIZING A CONTRACT AMENDMENT WITH BENEVATE, INC. DBA NEIGHBORLY SOFTWARE.

This Resolution authorizes a contract amendment to include the purchase of one additional license and the implementation fee for the Craftsman Services for $1,250.00, resulting in a total contract amount of $33,350.00 as per Vendor's Invoice Number 2058, dated August 26, 2021.

B-4 RESOLUTION AUTHORIZING AN EXTENSION TO SUBRECIPIENT AGREEMENTS WITH THE TOWNSHIP OF MANTUA AND THE CITY OF WOODBURY FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING OF CERTAIN APPROVED PROJECTS.

This Resolution authorizes an extension to the Subrecipient Agreements with the Township of Mantua and the City of Woodbury for CDBG funding of certain approved projects, through February 1, 2023. The Agreement is being extended to give the municipalities the opportunity to finalize these projects due to delays and supply chain shortages caused by the Coronavirus. Projects are funded by the US Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds.

B-5 RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH ACENDA, INC. FROM FEBRUARY 2, 2022 TO FEBRUARY 1, 2023 IN AN AMOUNT NOT TO EXCEED $240,000.00.

This Resolution authorizes the award of a contract for the provision of a housing navigator and case managers for the Emergency Rental Assistance Program to be provided to eligible low-moderate income households impacted by the Coronavirus, per RFP #022-021, with Acenda, Inc., from February 2, 2022 to February 1, 2023, in an amount not to exceed $240,000.00.

B-6 RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH BENEVATE, INC. DBA NEIGHBORLY SOFTWARE FOR $24,000.00.

The Resolution authorizes a contract with Benevate, Inc. dba Neighborly Software, the County of Gloucester has a need to purchase ten (10) computer licenses for the software purchased from Benevate, Inc. dba Neighborly Software which manages grants related to HUD programs through the CDBG Cares Act funding for small businesses that submit evidence of negative impact from the Coronavirus. C.A.F. No. 22-00085 has been obtained to certify funds.
C-1 RESOLUTION AUTHORIZING PURCHASES FROM SOFTWARE HOUSE INTERNATIONAL CORP VIA THE SOURCEWELL NATIONAL COOPERATIVE PRICING SYSTEM THROUGH MAY 31, 2022 IN AN AMOUNT NOT TO EXCEED $150,000.00.

This Resolution authorizes purchases of software and licenses from Software House International Corp via the Sourcewell National Cooperative Pricing System, Number 081419-SHI. The purchases were previously authorized by Resolution on July 7, 2021 via State Contract Number 89851, however the State Contract is no longer viable or valid for purchasing purposes.

C-2 RESOLUTION AUTHORIZING A PURCHASE CONTRACT WITH OPTIV SECURITY, INC. FROM JANUARY 21, 2022 TO JANUARY 20, 2023 FOR $68,943.52.

This Resolution authorizes a purchase contract with Optiv Security, Inc. for annual maintenance required relative to the County’s network firewall, which includes both IDS (Intrusion Detection System) and IPS (Intrusion Prevention System) applications from January 21, 2022 to January 20, 2023 for $68,943.52. C.A.F. Number 22-00413 has been obtained to certify funds.

C-3 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH PLATINUM NETWORKS, LLC.

This Resolution authorizes an amendment to the contract with Platinum Networks, LLC relative to continued remediation of the Latitude NVMS Enterprise System utilizing FLIR Video surveillance equipment for the Administration Building and other County facilities in the upgrade of the current 15 video sites, thereby increasing the contract by $100,000.00, resulting in a new contract amount of $387,432.00. The Amendment allows for camera replacement, camera installation and technical support of this ongoing project. C.A.F. Number 21-13729 has been obtained to certify funds.

C-4 RESOLUTION AUTHORIZING AN INCREASE OF THE PURCHASE AUTHORITY WITH CORE BTS, INC. VIA STATE CONTRACT FOR A NEW TOTAL AMOUNT OF $68,985.96.

This Resolution increases the purchase authority with Core BTS, Inc. via State Contract Number 21-TELE-01506, by $21,900.00, resulting in a new total amount of $68,985.96. This increase is for additional services to the design and installation of the Cisco Identity Service Engines (ISE) needed by the County to improve security and add controls and options to allow for secure remote connectivity by County employees, vendors, partners, and public safety agencies (police vehicles). C.A.F. Number 22-00499 has been obtained to certify funds.

C-5 RESOLUTION AUTHORIZING PURCHASES FROM MOTOROLA SOLUTIONS, INC. VIA STATE CONTRACT FROM JANUARY 1, 2022 TO DECEMBER 31, 2022 FOR $700,998.01.

This Resolution authorizes purchases from Motorola Solutions, Inc. via State Contract #83909 to purchase radio communications equipment and accessories, installations, removals, re-installation, maintenance, and warranties for $700,998.01 for the Gloucester County Office of Emergency Response. C.A.F. #22-00546 has been obtained to certify funds.

C-6 RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ACTION UNIFORM CO., LLC FROM FEBRUARY 3, 2022 TO FEBRUARY 2, 2025 IN AN AMOUNT NOT TO EXCEED $225,000.00 PER YEAR.

This Resolution authorizes a contract with Action Uniform Co., LLC, per PD-022-002, to provide our public safety telecommunications (PST’s) and our emergency medical technicians (EMT’s) within the Department of Emergency Response with uniforms and related equipment per the collective bargaining agreement.

C-7 RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH ALADTEC, INC. FROM JANUARY 1, 2022 TO DECEMBER 31, 2022 IN AN AMOUNT NOT TO EXCEED $40,000.00.

Resolution authorizing the purchase of an online employee scheduling and workforce management system and time clock subscription used for the COVID-19 Mega Site, EMS, and PSTs, from January 1, 2022 to December 31, 2022, in an amount not exceed $40,000.00.

C-8 RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH EVERBRIDGE, INC. FROM JANUARY 1, 2022 TO DECEMBER 31, 2022 FOR $56,050.43.

The Resolution authorizes a contract with Everbridge, Inc. for the provision of an annual subscription, maintenance, and support for the Mass Notification System. C.A.F. # 22-00360 has been obtained to certify funds.
C-9 RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH PROPHOENIX CORPORATION FOR $242,840.12.

This Resolution authorizes a contract with ProPhoenix Corporation for the purchase of annual maintenance & support including but not limited to HERE Map Annual Subscription, (6) New Jersey Fire Code Books Updated, Phoenix Annual Maintenance and Support - CAD, RMS, Mobile, Fire RMS; WDA App Server Licensing; ComTekk Toner Interface; LINX Interface, Rapid SOS Portal Enhanced Interface; and Text2Dispatch Interface for $242,840.12. C.A.F. # 22-00367 has been obtained to certify funds.

DEPARTMENT OF HEALTH & HUMAN SERVICES
COMMISSIONER JEFFERSON
COMMISSIONER BARNES

D-1 RESOLUTION AUTHORIZING ALL NECESSARY STATE-MANDATED PAYMENTS FROM THE DIVISION OF SOCIAL SERVICES “ASSISTANCE ACCOUNT” AS REQUIRED BY THE STATE TEMPORARY ASSISTANCE TO NEEDY FAMILIES AND FEDERAL SUPPLEMENTAL SECURITY INCOME PROGRAMS.

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

D-2 RESOLUTION AUTHORIZING THE AWARD OF CONTRACTS WITH NAP, INC. T/A MAYFAIR MOTEL IN AN AMOUNT NOT TO EXCEED $36,000.00 AND SHREE JAI GANESH CORP. T/A PRIMROSE MOTEL IN AN AMOUNT NOT TO EXCEED $4,000.00 FROM JANUARY 1, 2022 TO DECEMBER 31, 2022.

This Resolution authorizes the award of contracts for emergency shelter and motel placements during code blue declarations, per RFP #022-022, with Nap, Inc. t/a Mayfair Motel, in an amount not to exceed $36,000.00 and Shree Jai Ganesh Corp. t/a Primrose Motel, in amount not to exceed $4,000.00 from January 1, 2022 to December 31, 2022.

D-3 RESOLUTION AUTHORIZING THE FY2023 MUNICIPAL ALLIANCE GRANT APPLICATION AND ANNUAL PLAN TO THE GOVERNOR’S COUNCIL ON ALCOHOLISM AND DRUG ABUSE FROM JULY 1, 2022 TO JUNE 30, 2023 FOR $177,815.00.

This Resolution authorizes the FY2023 Municipal Alliance Grant application and Annual Plan. The grant funding services 23 municipalities for the express purpose of community prevention education regarding alcoholism and drug abuse. The grant is provided through the Governor’s Council on Alcoholism and Drug Abuse for the fiscal year July 1, 2022 to June 30, 2023, in the amount of $177,815.00, of which $70,000.00 is designated as a portion of the County Alliance Coordinator’s salary.

D-4 RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH CENTER FOR FAMILY SERVICES, INC. FROM JANUARY 1, 2022 TO DECEMBER 31, 2024 IN AN AMOUNT NOT TO EXCEED $89,605.00 PER YEAR.

This Resolution authorizes the award of a contract with Center for Family Services, Inc., via competitive contracting, for mentoring/coaching youth to remain in compliance with the conditions of their probation and rewarding positive behavior by facilitating enrichment trips and activities which involve their families in healthy activities. Funds used to provide youth with transportation to probation appointments, evaluations, enrichment activities and trips, per RFP #022-017, from January 1, 2022 to December 31, 2024, in an amount not to exceed $89,605.00 per year, depending upon the availability of funding each year.

DEPARTMENT OF LAW & JUSTICE
COMMISSIONER DESILVIO
COMMISSIONER KONAWEL

E-1 RESOLUTION AUTHORIZING PURCHASES FROM THE INSTITUTE OF POLICE TECHNOLOGY AND MANAGEMENT, UNIVERSITY OF NORTH FLORIDA VIA STATE CONTRACT FOR A TOTAL AMOUNT OF $28,000.00.

This Resolution authorizes purchases from Institute of Police Technology & Management, University of North Florida of two (2) 40-hour training courses and relative instructional materials via State Contracts 18-PROS1-00327 and 18-PROS1-00328, from June 6, 2022 to June 10, 2022 and August 8, 2022 and August 12, 2022, for a total amount of $28,000.00.
E-2 RESOLUTION AUTHORIZING PURCHASES FROM WEST PUBLISHING CORPORATION VIA STATE CONTRACT FROM JANUARY 1, 2022 TO DECEMBER 31, 2022 IN AN AMOUNT NOT TO EXCEED $35,000.00.

This Resolution authorizes purchases from West Publishing Corporation, via State Contract Number 40691, of law books, legal forms and using fees for access services regarding Web-based investigative and locator data used by the County Prosecutor’s Office, the Office of County Counsel, and other various departments from January 1, 2022 to December 31, 2022, in an amount not to exceed $35,000.00.

E-3 RESOLUTION AUTHORIZING PURCHASES FROM ATLANTIC TACTICAL VIA STATE CONTRACT FROM JANUARY 19, 2022 TO JANUARY 18, 2023 IN A TOTAL AMOUNT NOT TO EXCEED $150,000.00.

This Resolution authorizes purchases from Atlantic Tactical via State Contract 17-FLEET-00732 of police supplies including weapons, tactical equipment and protective equipment for use by the Prosecutor’s Office, Sheriff’s Office and the Department of Correctional Services from January 19, 2022 to January 18, 2023, for a combined amount not to exceed $150,000.00.

DEPARTMENT OF EDUCATION, LAND & PROPERTY
COMMISSIONER BARNES
COMMISSIONER JEFFERSON

F-1 RESOLUTION AUTHORIZING THE PURCHASES OF POSTAGE AND SUPPLIES FROM PITNEY BOWES VIA STATE CONTRACT FROM JANUARY 1, 2022 TO DECEMBER 31, 2022 IN AN AMOUNT NOT TO EXCEED $100,000.00.

This Resolution authorizes the purchase of postage, equipment maintenance, rental and supplies for County use from Pitney Bowes via State Contract A-41258 from January 1, 2022 to December 31, 2022, in an amount not to exceed $100,000.00.

F-2 RESOLUTION AUTHORIZING AN EMERGENCY CONTRACT WITH ENGLISH SEWAGE DISPOSAL, INC. FOR $44,939.81.

This Resolution authorizes an emergency contract with English Sewage Disposal, Inc. for all labor, material and equipment necessary for waste drainage system repair at Pitman Golf Course, due to drainage system failure, backing up into building creating a public health hazard. The contract is for December 21, 2021, until project completion. C.A.F. No. 22-00155 has been obtained to certify funds.

F-3 RESOLUTION AUTHORIZING PURCHASES FROM W.W. GRAINGER, INC. VIA STATE CONTRACT FROM FEBRUARY 3, 2022 TO FEBRUARY 2, 2023 IN AN AMOUNT NOT TO EXCEED $180,000.00.

This Resolution authorizes purchases of various building maintenance and construction materials, tools, janitorial supplies and safety supplies for use by County departments from W.W. Grainger, Inc. via State Contract 19-FLEET-00566 from February 3, 2022 to February 2, 2023, in an amount not to exceed $180,000.00.

DEPARTMENT OF GOVERNMENT SERVICES
COMMISSIONER KONAWEL
COMMISSIONER DESILVIO

G-1 RESOLUTION AUTHORIZING A DEPOSIT AGREEMENT FOR THE TRANSFER OF PHYSICAL CUSTODY BUT NOT LEGAL CUSTODY OF CERTAIN PUBLIC RECORDS TO THE GLOUCESTER COUNTY HISTORICAL SOCIETY.

This Resolution authorizes the County to renew a Deposit Agreement with the Gloucester County Historical Society, as the current agreement is set to expire February 2022. The purpose of this agreement is to clarify that Gloucester County has legal custodianship (ownership) of the historical records, while the historical society is the holding agency only, entrusted with the physical custody of the records. A deposit agreement is mandatory per State Administrative Code.

Old Business
New Business
Public Portion (time limit of five (5) minutes per person)
Adjournment
6:00 p.m. Wednesday, January 19, 2022

Call to Order

Salute to the Flag

Open Public Meetings Statement

Pursuant to the Open Public Meetings Act, I hereby announce that adequate notice of this meeting has been provided, as required by said Act, which notice was filed with the County Clerk, posted in the vestibule of the County Courthouse and sent to the Courier Post and South Jersey Times on January 14, 2022 at 1:20 p.m.

Roll Call

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Changes to the Agenda – no changes to the Agenda.

Approval of the December 29, 2021 regular meeting minutes and the January 1, 2022 Annual Reorganization meeting minutes.

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Comments: N/A

PROCLAMATIONS

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

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Comments: Cindy Gallenthin appeared via Zoom and while not in accordance with the meeting protocol, was able to make comments on resolution G-1. The communication and substance of the comments, other than an objection to the use of an out-of-county attorney, were not clear given the technical difficulties of the platform.

CLOSE

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Comments: N/A
Director DiMarco read the following statement: For tonight's meeting, we will be proceeding with the reading of all resolution titles and moving to approve them all by one motion per department. The following resolutions, A-1, E-1, E-2, G-1, G-3, and G-4 will be individually and separately considered as requested.

That being said, the Department of Administration has 5 Resolutions if the Clerk would please read.

RESOLUTIONS

DEPARTMENT OF ADMINISTRATION
DIRECTOR DIMARCO
DEPUTY DIRECTOR SIMMONS

53595 RESOLUTION APPROVING THE BILL LISTS FOR THE MONTH OF JANUARY 2022.

This Resolution approves the bill lists submitted by the County Treasurer for the current month, and includes ratification of emergency payments made by the Division of Social Services. Upon approval, the Treasurer will be authorized to render payment to vendors as set forth on the lists.

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Comments: N/A

53596 RESOLUTION AUTHORIZING THE PURCHASE OF MATERIALS, SUPPLIES AND EQUIPMENT THROUGH STATE CONTRACTS PURSUANT TO N.J.S.A. 40A:11-12 FOR CALENDAR YEAR 2022.

53597 RESOLUTION AUTHORIZING THE LEASING OF COPY MACHINES FROM RICOH USA, INC. VIA STATE CONTRACT FROM JANUARY 11, 2022 TO JANUARY 10, 2023 IN AN AMOUNT NOT TO EXCEED $275,000.00.

53598 RESOLUTION AUTHORIZING GOVDEALS ONLINE AUCTIONS TO SELL CERTAIN COUNTY SURPLUS PROPERTY VIA THE SOURCEWELL NATIONAL COOPERATIVE PRICING SYSTEM.

53599 RESOLUTION AUTHORIZING PURCHASES FROM W.B. MASON COMPANY, INC. VIA STATE CONTRACT FROM JANUARY 19, 2022 TO JANUARY 18, 2023 IN AN AMOUNT NOT TO EXCEED $130,000.00.

53600 RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, AUTHORIZING THE EXECUTION AND DELIVERY OF A REIMBURSEMENT AGREEMENT IN CONNECTION WITH THE COMPLETION OF A CAPITAL IMPROVEMENT PROJECT BY THE GLOUCESTER COUNTY VOCATIONAL-TECHNICAL SCHOOL DISTRICT.

Motion to approve Resolutions 53595 through 53600

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Comments: N/A

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS
DEPUTY DIRECTOR SIMMONS
COMMISSIONER CHRISTY

53601 RESOLUTION AUTHORIZING A PURCHASE FROM DEERE & COMPANY VIA STATE CONTRACT FOR A TOTAL AMOUNT OF $21,429.88.
53602 RESOLUTION AUTHORIZING A CONTRACT WITH AMERICAN WEAR, INC. FROM JANUARY 23, 2022 TO JANUARY 22, 2024 IN AN AMOUNT NOT TO EXCEED $42,000.00 FOR THE DURATION OF THE CONTRACT.

53603 RESOLUTION AUTHORIZING PURCHASES FROM MONTAGE ENTERPRISES, INC. VIA STATE CONTRACT FROM JANUARY 19, 2022 TO JANUARY 18, 2023 IN AN AMOUNT NOT TO EXCEED $60,000.00.

53604 RESOLUTION ACKNOWLEDGING THE NAME CHANGE OF FEDERICI & AKIN, P.A. TO BRYSON & YATES CONSULTING ENGINEERS, LLC.

Motion to approve Resolutions 53601 through 53604

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Comments: N/A

DEPARTMENT OF PUBLIC SAFETY & VETERANS AFFAIRS

COMMISSIONER CHRISTY

DEPUTY DIRECTOR SIMMONS

53605 RESOLUTION AUTHORIZING A SERVICE AGREEMENT WITH SIEMENS INDUSTRY, INC., FROM JANUARY 1, 2022 TO DECEMBER 31, 2023 FOR $87,953.00 AND A CONTRACT IN AN AMOUNT NOT TO EXCEED $8,000.00 ANNUALLY.

53606 RESOLUTION AUTHORIZING A CONTRACT WITH MCG, LLC D/B/A MERCURY CONSULTING GROUP FROM JANUARY 19, 2022 TO JANUARY 18, 2027 IN AN AMOUNT NOT TO EXCEED $75,000.00 PER YEAR.

53607 RESOLUTION AUTHORIZING A CONTRACT WITH EDMUNDS GOVTech, INC. FROM JANUARY 1, 2022 TO DECEMBER 31, 2022 FOR A TOTAL AMOUNT OF $48,814.75.

53608 RESOLUTION AUTHORIZING PURCHASES FROM DELL MARKETING, L.P. VIA STATE CONTRACT FROM JANUARY 19, 2022 TO JANUARY 18, 2023 IN AN AMOUNT NOT TO EXCEED $250,000.00.

53609 RESOLUTION AUTHORIZING PURCHASES FROM HEWLETT PACKARD ENTERPRISES COMPANY VIA STATE CONTRACT FROM JANUARY 19, 2022 TO JANUARY 18, 2023 IN AN AMOUNT NOT TO EXCEED $50,000.00.

53610 RESOLUTION AUTHORIZING PURCHASES FROM HP, INC. VIA STATE CONTRACT FROM JANUARY 19, 2022 TO JANUARY 18, 2023 IN AN AMOUNT NOT TO EXCEED $50,000.00.

Motion to approve Resolutions 53605 through 53610

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Comments: N/A

DEPARTMENT OF HEALTH & HUMAN SERVICES

COMMISSIONER JEFFERSON

COMMISSIONER BARNES

53611 RESOLUTION AUTHORIZING STATE AREA PLAN GRANT CONTRACTS WITH VARIOUS SERVICE PROVIDERS FROM JANUARY 1, 2022 TO DECEMBER 31, 2022.

53612 RESOLUTION AUTHORIZING THE PURCHASE OF POSTAGE SUPPLIES FROM QUADIENT, INC. VIA STATE CONTRACT FROM FEBRUARY 1, 2022 TO JANUARY 31, 2023 IN AN AMOUNT NOT TO EXCEED $100,000.00.
53613 RESOLUTION AUTHORIZING THE PURCHASE OF NEW JERSEY TRANSIT BUS PASSES FROM FEBRUARY 1, 2022 TO JANUARY 31, 2023 IN AN AMOUNT NOT TO EXCEED $100,000.00.

53614 RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH CENTER FOR FAMILY SERVICES, INC. FROM JANUARY 1, 2022 TO DECEMBER 31, 2024 IN AN AMOUNT NOT TO EXCEED $90,724.00 PER YEAR.

53615 RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH GLASSBORO CHILD DEVELOPMENT CENTER IN AN AMOUNT NOT TO EXCEED $24,991.00 PER YEAR AND REPAUNO PRESCHOOL DAY CARE, INC. FROM JANUARY 1, 2022 TO DECEMBER 31, 2024 IN AN AMOUNT NOT TO EXCEED $14,991.00 PER YEAR.

53616 RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH THE ARC GLOUCESTER FROM JANUARY 1, 2022 TO DECEMBER 31, 2024 IN AN AMOUNT NOT TO EXCEED $22,000.00 PER YEAR.

53617 RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH ABILITIES CENTER OF SOUTHERN NJ, INC. DI/B/A ABILITIES SOLUTIONS FROM JANUARY 1, 2022 TO DECEMBER 31, 2024 IN AN AMOUNT NOT TO EXCEED $25,000.00 PER YEAR.

53618 RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH THE ARC GLOUCESTER FROM JANUARY 1, 2022 TO DECEMBER 31, 2024 IN AN AMOUNT NOT TO EXCEED $15,000.00 PER YEAR.

53619 RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH ACENDA, INC. FROM JANUARY 1, 2022 TO DECEMBER 31, 2024 IN AN AMOUNT NOT TO EXCEED $62,460.00 PER YEAR.

53620 RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH ACENDA, INC. FROM JANUARY 1, 2022 TO DECEMBER 31, 2024 IN AN AMOUNT NOT TO EXCEED $213,500.00 PER YEAR.

53621 RESOLUTION AUTHORIZING AMENDMENTS TO CONTRACTS WITH CENTER FOR FAMILY SERVICES, MARVILVE, INC., AND NEW HOPE INTEGRATED BEHAVIORAL HEALTH CARE FOR VARIOUS PROGRAMS.

Motion to approve Resolutions 53611 through 53621

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<th>Commissioner Konawel</th>
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Comments: N/A

DEPARTMENT OF LAW & JUSTICE

COMMISSIONER DESILVIO
COMMISSIONER KONAWEL

E-1 RESOLUTION AUTHORIZING PURCHASES FROM ATLANTIC TACTICAL VIA STATE CONTRACT FROM JANUARY 19, 2022 TO JANUARY 18, 2023 IN A TOTAL AMOUNT NOT TO EXCEED $150,000.00.

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<td>Abstain</td>
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Postponed until next scheduled meeting.

Comments: Deputy Director Simmons made a motion to approve E-1. Commissioner Barnes seconded. Commissioner DeSilvio said point of order. Director DiMarco asked if he had any questions and Commissioner DeSilvio questioned how he is informed about agenda items being placed on the agenda. Director DiMarco recommended he contact his department heads ahead of time. Administrator Bruner reiterated Director DiMarco's recommendation. Commissioner DeSilvio motioned to table. No second was made. Administrator Bruner advised that he believed the resolutions might be timely and that he could ask his department heads any questions he had now. Commissioner DeSilvio questioned Prosecutor Hoffman and Sheriff Sammons if we could postpone the vote until next meeting so they could meet and discuss the items. Prosecutor Hoffman and Sheriff Sammons agreed to move the resolutions until next meeting. Commissioner Barnes seconded motion to postpone the matter until next scheduled meeting. Deputy Director Simmons seconded the motion. Roll Call vote was taken all commissioners voted yes. Motion to postpone to next scheduled meeting passed.
### 53622 RESOLUTION AUTHORIZING THE LEASING OF VEHICLES PURSUANT TO N.J.S.A. 40A:11-5(1)(g) FOR A PERIOD OF 24 MONTHS IN A TOTAL AMOUNT NOT TO EXCEED $152,400.00.

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**Comments:** Deputy Director Simmons made a motion to approve E-2. Commissioner Barnes seconded. Commissioner DeSilvio made a motion to table. Director DiMarco confirmed that he wanted to make a motion to table until the next meeting and Commissioner DeSilvio said yes. Deputy Director Simmons then questioned if the motion was to postpone until the next meeting. Commissioner DeSilvio said yes please. Administrator Bruner suggested they speak with Prosecutor Hoffman because he is unsure of the time needed for the vehicles. Prosecutor Hoffman expressed her concern about postponing. Deputy Director Simmons confirmed the backlog of fleet vehicles and how long it has been taking for vehicles to be delivered and advised that was why this resolution was on this agenda. Commissioner DeSilvio said okay. Commissioner Barnes made a motion to move to previous question. Deputy Director Simmons seconded without objection. The vote above reflects both the motion to previous question and to approve Resolution 53622. Roll call vote is reflected above.

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### DEPARTMENT OF EDUCATION, LAND & PROPERTY

**COMMISSIONER BARNES**

**COMMISSIONER JEFFERSON**

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### DEPARTMENT OF GOVERNMENT SERVICES

**COMMISSIONER KONAWEL**

**COMMISSIONER DESILVIO**

### 53623 RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH JOHN M. CARBONE, ESQUIRE FROM JANUARY 1, 2022 TO DECEMBER 31, 2022 IN AN AMOUNT NOT TO EXCEED $100,000.00.

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**Comments:** Commissioner Konawel moved for discussion and questioned the large increase in the amount of the contract. Clerk Hogan gave review and explanation. Commissioner Konawel then questioned where the money was coming from. Administrator Bruner gave an explanation. Commissioner Konawel then questioned why we were using an out of County attorney not County Counsel. Administrator Bruner gave an explanation. Commissioner Barnes moved to previously question; Deputy Director Simmons seconded without objection. The vote above reflects both the motion to previous question and the motion to approve Resolution 53623. Roll call vote is reflected above.

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### 53624 RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH SOE SOFTWARE CORPORATION D/B/A SCYTL FROM JANUARY 1, 2022 TO DECEMBER 31, 2024 FOR $16,585.00.

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**Comments:** N/A
**53625 RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH PAULSBORO PRINTERS, LLC FROM JANUARY 1, 2022 TO DECEMBER 31, 2022 IN AN AMOUNT NOT TO EXCEED $485,750.00.**

| Commissioner Konawel | X |
| Deputy Director Simmons | X | X |
| Commissioner Jefferson | X |
| Commissioner DeSilvio | X |
| Commissioner Barnes | X | X |
| Commissioner Christy | X |
| Director DiMarco | X |

**Comments:** Commissioner Konawel moved for discussion and questioned where the funds were coming from. Administrator Bruner gave an explanation and referred to Clerk Hogan. Clerk Hogan gave review and explanation. Commissioner Konawel motioned to approve. Commissioner Barnes advised that we already have a motion and a second on the table. Roll call vote was taken and is reflected above.

**53626 RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH COLORSOURCE, INC. FROM JANUARY 1, 2022 TO DECEMBER 31, 2022 IN AN AMOUNT NOT TO EXCEED $485,750.00.**

| Commissioner Konawel | X |
| Deputy Director Simmons | X | X |
| Commissioner Jefferson | X |
| Commissioner DeSilvio | X |
| Commissioner Barnes | X | X |
| Commissioner Christy | X |
| Director DiMarco | X |

**Comments:** N/A

**Old Business**

**New Business**

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

**OPEN**

| Commissioner Konawel | X |
| Deputy Director Simmons | X | X |
| Commissioner Jefferson | X |
| Commissioner DeSilvio | X |
| Commissioner Barnes | X | X |
| Commissioner Christy | X |
| Director DiMarco | X |

**Comments:**
- Charles Hughes from Woodbury, NJ gave a presentation on the Gloucester Camden Light Rail. See attached power point. Administrator Bruner addressed the misinformation of the facts presented.
- Anthony Alverio from Woodbury, NJ spoke on the Gloucester Camden Light Rail. See attached brochure. He also spoke on the basic protocol of the public portion of the meeting.

Deputy Director Simmons questioned if the people on the zoom call were able to speak or if they had to appear in person. Director DiMarco confirmed that they had to appear in person to speak.

**CLOSE**

| Commissioner Konawel | X |
| Deputy Director Simmons | X | X |
| Commissioner Jefferson | X |
| Commissioner DeSilvio | X |
| Commissioner Barnes | X | X |
| Commissioner Christy | X |
| Director DiMarco | X |

**Comments:** Commissioner Konawel asked if the people who had their hand raised had to be in the conference room. Administrator Bruner clarified how we have been holding our meetings for the past two years like this with no issues. Commissioner Konawel expressed his concerns. Deputy Director Simmons moved to previous question to close public portion. Commissioner Barnes seconded, and without objection roll call vote was taken on closing debate and closing public portion.
**ADJOURNMENT**

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Comments: N/A

Time: 7:05 P.M.
Light Rail (GLR)

OPposing Glassboro Camden
County Commissioners

Presentation to Gloucester
Time to Re-Visit the Issue

1996 was 25 years ago – 2009 was 13 years ago

For “Transportation Hub of Gloucester County” 2022 to improve the transportation hub of Camden County... why no money spent improving buses and building bus terminals, Camden received $250M in South Jersey has a good NJ Transit Bus System, money for GCL would be better.

The GCL will require $45M per year from NJ Taxpayers to pay for operating costs.

OPRA requested for 2009 minutes to be able to ask for the precise resolution. It has been said that there was a GCCS Resolution in 2009. We are creating testimony.

We have a copy of that resolution as well as newspaper articles and eyewitnesses.

GCLCS issued a resolution in 1996 opposing the GCL Light Rail (GCL) Project.

Gloucester County Commissioners (GCCS) must re-visit the Gloucester-Camden

Let’s Be Smart About Transit.
Crossing closures will permanently divide these towns.

All this noise will affect health and sanity.

East Barter Ave now. Then add closures every 7½ minutes. 20% of the time. Imagine the rush hour traffic on Cooper St and every 7½ minutes. This means that the crossing will be closed at the crosswalk, gates will be closed for 90 seconds (1.5 minutes).

Woodbury, the GCL horns will sound 2,320 times per day.

At each crossing, the LRV horn will blow four (4) times. In

until 5 am.

Freight Trains will pass more frequently than now from midnight.

mini. from 10 pm until midnight.

Crossings every 7½ minutes from 5 am until 10 pm and every 15

Crossing every 7½ minutes from 5 am until 10 pm and every 15.

from Camden to Glassboro. 145 times a day. An LRV will cross

GCL Light Rail Vehicles will go back and forth through the corridor,

miles of the 12-mile corridor is in Gloucester County.

GCL affects Quality of Life in municipalities along the corridor. 12

GCL Affects Quality of Life
The DRPA made sure that the EIS was not adequately reviewed and approved.

"Conrail Improvements," which will be heavier and will go faster because of the

• The vibration analysis does not account for Conrail trains
• The ridership analysis is wrong and inflated

of the hours (every 7.5 minutes, four blasts)
• The vibration and sound analysis does not include the sound

For instance

• Protection (NJDEP) is incomplete and deficient
• The review that the NJ Department of Environmental

DRPA in February 2020 is flawed.

• The Environmental Impact Study that was issued by

Environmental Impact Study is Flawed.
Trust fund should be doing that.
The NJ Transportation Authority is illegitimate, in my opinion.

- The funding for the Preliminary Engineering and Program Management phase from the South Jersey
- Not executed by DRPA and NJDEP.
- The ES is wrong and was not properly reviewed and
- The GCL Project, where Delaware River Port Authority

The GCL Project is Defective.
South Jersey Cannot Afford Quiet Zones

Quiet zones are very expensive and take a long time to implement. This is the biggest expense of all.

1. Labeling and insurance (obtained by owner of crossing)
2. Operation and maintenance (obtained by owner of crossing)
3. Installation of safety equipment at crossing (obtained by owner of crossing)
4. Engineering design of FRA compliant crossing (obtained by owner of crossing)
5. Application fee (obtained by owner of crossing)

Quiet Zone Expenses

They are filed by Gloucester County. And Quiet Zones on those crossings will cost.

There are 33 crossings along the GCL Corridor. Most are where GCL roads cross the tracks. Those have been more light rail accidents in Burlington County than rest of New Jersey.

Camden and Burlington City where light rail operates in "truly urban" and high density. There are quiet zones in all of NJ in wealthy North Jersey Communes.

Quiet Zones are very expensive and take a long time. FRA administers (FRA) to have rail vehicles not be required to blow their horns at crossings.

This is a half-truth. A "Quiet Zone" is a permission granted by the Federal Railroad Administration (FRA) to allow rail vehicles not be required to blow their horns at crossings.

"All municipalities are eligible to apply for Quiet Zone designation.

The DRA says this about the sound of the light rail horns:

Unmitigated Impacts
PresenTations in the style of the DPA presenTations.
Government officials: the corridor to make Public Service
•
We will be reaching out to GC Commissioners and Municipal
Good ideas, but nobody rides them.
common criticism is: All Light Rail systems is: „They sound like a
We believe that the ridership predictions are inflated. The most
myth.
We believe that the “economic benefit to Gloucester County” is a
THE PEOPLE WHO LIVE CLOSE TO THE TRACKS DON'T WANT IT.
oppose the GCL. We have signed a petition requesting a Municipal High TOD resolution to
Of the people that we have approached in Gloucester County

FINAL MESSAGE
THANK YOU
WHY
IS
HERE
TO GCL
SAY NO
SAY NO

Charles Hughes
Call 856-693-2970
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 BRIAN W. JONES and CADIE DIGIAMBATTISTA are hereby appointed to serve a three-year term each, commencing January 1, 2022 and terminating on December 31, 2024.

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 a regular meeting of the Board of County Commissioners of the County of Gloucester held on February 2, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION APPOINTING A MEMBER TO THE
DISABILITIES ADVISORY COUNCIL

WHEREAS, the Board of County Commissioners approved the establishment of the Disabilities Advisory Council by Resolution adopted June 12, 2013 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 a member 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 as follows:

1. That Joanne Katzen-Jones is hereby appointed as a member of the Disabilities Advisory Council with a term commencing January 1, 2022 and terminating December 31, 2022.

2. 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;

3. That this Resolution shall take effect immediately.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on February 2, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION APPOINTING A MEMBER TO THE
GLOUCESTER COUNTY PLANNING BOARD

WHEREAS, the Gloucester County Board of County Commissioners has established a
Gloucester County Planning Board pursuant to N.J.S.A. 40:27-1; and

WHEREAS, there presently exists a vacancy on the Gloucester County Planning Board,
and it is necessary that said vacancy be filled in order for the Planning Board to be complete and
operational; and

WHEREAS, N.J.S.A. 40:27-1 provides that appointments to the Gloucester County
Planning Board shall be made by the Board of County Commissioners of the County of
Gloucester, for a term of three (3) year per appointee.

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

1. That Michael Ford is hereby appointed to the Gloucester County Planning Board for a
term of three (3) years, commencing January 1, 2022 and terminating December 31,
2024.

2. 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.

3. That this Resolution shall take effect immediately.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of
Gloucester held on February 2, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION AUTHORIZING AN INTERNSHIP AGREEMENT WITH
ROWAN UNIVERSITY, DEPARTMENT OF LAW & JUSTICE STUDIES
FROM JANUARY 1, 2022 TO DECEMBER 31, 2022

WHEREAS, Rowan University ("Rowan"), through the Department of Law and Justice
Studies seeks training opportunities for its student interns in supervised experiences in both
clinical and non-clinical practice settings; and

WHEREAS, the County of Gloucester ("County"), through Office of the County Sheriff,
is willing to provide such training opportunities to Rowan students in the Law and Justice
Studies program via unpaid internships on a rotational basis under the supervision of the
appropriate County personnel; and

WHEREAS, the County and Rowan wish to enter into an Agreement to set forth the
terms and conditions of the proposed internship.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of
the County of Gloucester that the Director is hereby authorized to execute and the Clerk of the
Board is directed to attest to the execution of an Internship Agreement with Rowan University,
through the Department of Law and Justice Studies, for the provision of training opportunities to
Rowan’s students via unpaid internships under the supervision of appropriate personnel of the
County Sheriff’s Office, from January 1, 2022 to December 31, 2022.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of
Gloucester held on February 2, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
AGREEMENT
FOR STUDENT INTERNSHIPS
BETWEEN
ROWAN UNIVERSITY
AND
COUNTY OF GLOUCESTER

THIS STUDENT INTERNSHIP AGREEMENT ("Agreement") is made and entered into as of the 2nd day of February, 2022, by and between Rowan University, acting on behalf of its Department of Law & Justice Studies, a public research university within the system of Higher Education in the State of New Jersey, having its principal administrative offices located at 201 Mullica Hill Road, Glassboro, New Jersey 08028 (hereinafter referred to as "University") and County of Gloucester, a body politic and corporate of the State of New Jersey, with offices at Gloucester County Administration Building, 2 South Broad Street, Woodbury, NJ 08096, through its Office of the County Sheriff, located at 70 Hunter Street, Woodbury, NJ 08096 (hereinafter referred to as "Facility").

The University offers instruction in selected disciplines. As part of each program, University seeks relevant, supervised experiences in both clinical and non-clinical practice settings. The purpose of this Agreement is to identify the mutual responsibilities and expectations of the University and the Facility, in connection with unpaid internships for students in University’s Law & Justice Studies Program (hereinafter referred to as the "Program"). The University and the Facility shall be referred to as a "Party" or collectively as the "Parties" herein.

WHEREAS, the University maintains educational programs and is seeking training opportunities for its student interns at the Facility; and

WHEREAS, the Facility agrees to provide quality experiential training opportunities for student interns by hosting University’s student interns for the training opportunities; and

WHEREAS, the University shall require its student interns to perform with high standards at all times and comply with all policies and regulations of the appropriate department of Facility to which the student intern is assigned; and

WHEREAS, the education of the student interns shall complement the services and educational activities of the Facility; however, it is understood that student interns shall not be used in lieu of professional or staff personnel and shall be under the supervision of an onsite supervisor acceptable to the University; and

WHEREAS, Student interns will receive University academic credit for their educational internship at the Facility; and

WHEREAS, it is to the mutual interest and advantage of the Parties to enter into this Agreement in order that the student interns involved be given the opportunity and benefit of receiving training; and

WHEREAS, both Parties are mutually desirous of cooperating in the manner set forth in this Agreement and in the Exhibits, which are attached hereto and incorporated by reference herein.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement and Exhibits, and intending to be legally bound hereby, it is agreed by both Parties as follows:
A. **LAW & JUSTICE STUDIES PROGRAM**

1. It is agreed by both Parties that specific details of the Program, the assignment of student interns, and other specific duties and obligations of the Parties, in addition to those set forth in this Agreement, shall be made by mutual agreement between the University and Facility, including, but not limited to: the activities the student interns will participate in at Facility; the required number of supervision hours; and the specific student intern evaluation procedures to be followed.

B. **RESPONSIBILITIES OF THE UNIVERSITY**

1. The University shall provide the basic academic preparation of the student interns through classroom instruction and laboratory practice and will assign to the Facility only those student interns who possess a satisfactory record of completing prerequisite portion of the curriculum and who have met the minimum requirements established by Facility for the Program. University must ensure that all Student Interns and Faculty members, if applicable, will or have received education and training regarding the privacy rules of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") prior to starting the Program at FACILITY. University will present proof of such training to FACILITY upon request. Student Interns and Faculty Members, if applicable, shall be subject to FACILITY’S policies governing the use and disclosure of protected health information as defined under HIPAA.

2. The University will maintain general responsibility for didactic instruction, academic evaluation and related academic matters concerning student participation in the educational internship Program at the Facility, including evaluation and grading of student interns.

3. The University will provide to appropriate personnel at the Facility a list of the student interns to receive training at the Facility and will update such list as necessary. UNIVERSITY shall inform Student Interns that for the purposes of this Agreement and the training and other activities of the Student Intern Program will take place at FACILITY’s main location, it’s satellite location in Paulsboro, NJ and at other various outdoor and indoor locations as determined by FACILITY in its sole discretion.

4. The University shall advise student interns that their participation in the training experience does not entitle the student interns to employment with the Facility that extends beyond their participation in the internship at the Facility.

5. The University will promptly consider any reasonable request by the Facility for the withdrawal of student interns for sufficient and good cause. Upon recommendation of FACILITY, UNIVERSITY agrees to withdraw from the FACILITY any Student Intern who does not abide by the FACILITY’S rules and regulations or who for other reasons is performing unsatisfactorily. Questions and disputes concerning a Student’s removal from the FACILITY will be resolved by joint conference between the Parties’ representatives. UNIVERSITY shall advise Student Interns that all rules and regulations of FACILITY shall apply to Student Interns during their participation in the Program.

6. The University shall provide the Facility’s staff with opportunities to participate in the development of specific educational objectives for each student intern as well as in the joint planning and evaluation of the student intern’s educational experience.

7. The University is an agency of the State of New Jersey. Any agreement signed on behalf of the State of New Jersey by a State official shall be subject to all of the provisions of the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.), and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligation of the State to be responsible for tort claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act.
8. The University will provide its Student Interns with professional liability and general liability coverage with independent policy limits of not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) aggregate per year. Coverage will extend to activities performed under this Agreement. University shall provide Facility with evidence of insurance.

C. RESPONSIBILITIES OF THE FACILITY

1. Each Party agrees that the student interns will be participating in a learning situation and that the primary purpose of the placement is for the student interns’ learning. It is further understood that the student interns shall perform duties as part of their training under the direct supervision of the Facility.

2. The Facility agrees to provide to University a current list, upon request, of the names and professional academic credentials of the staff members who will participate in the student interns’ Program at the Facility.

3. The Facility shall provide direction and supervision of student interns by personnel who meet the standards of recognized professional accrediting agencies or regulatory agencies in the state where the Facility is located and in accordance with the stated objectives of the Program.

4. Designated Facility personnel and the University’s Program coordinator shall jointly plan and evaluate the student interns’ training experience.

5. The Facility shall provide to student interns all rules and regulations of the Facility.

6. The Facility will inform the University and student interns in advance of any eligibility requirements for participation in the internship, including medical screening and/or criminal background requirements. University shall provide or cause the Student Interns to provide the results of the medical screening and criminal background checks to Facility upon request.

7. The Facility will notify the University immediately of any situation or problem which threatens a student intern’s successful completion of the educational internship program at the Facility.

8. The Facility will assist any student intern requiring emergency medical care in the case of injury or illness during the affiliation. Student interns are required to carry and to pay for their own medical insurance, proof of which shall be furnished to the Facility upon request. Student interns are responsible for costs of their own medical care.

9. When required for accreditation and/or upon the University’s request, the Facility will provide the University with its internship training program information, reports or other data.

10. The Facility will permit student interns to utilize the Facility’s parking and library, together with the Facility’s cafeteria (if any) at the student intern’s own expense.

11. The Facility shall maintain the confidentiality of all student intern records produced by it or furnished to it by the University, and will not disclose information except as the University may request for its own use or as the student intern may direct or as required by law.

12. The Facility will maintain insurance coverage as outlined below:

   (a) All insurance coverage will be issued by an insurance company authorized to do business in the State of New Jersey and which maintains an A.M. Best rating of A (XI) or better. Facility will provide the University with its certificates of insurance.
(b) The Facility shall carry professional liability insurance covering its professionals with coverage limits of not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) aggregate per year.

(c) The Facility shall also carry Comprehensive General Liability Insurance to include coverage for claims of bodily injury and property damage, and contractual liability with minimum limits of:

   a. $1,000,000 each occurrence;
   b. $1,000,000 personal and advertising injury;
   c. $3,000,000 general aggregate; and
   d. $1,000,000 products/completed operations aggregate.

(d) The Facility shall also carry Workers' Compensation Insurance in statutory amounts applicable to the laws of the State of New Jersey and any other State or Federal jurisdiction required to protect the Facility and its employees. This insurance shall include Employers' Liability Protection with minimum limits of:

   a. $1,000,000 bodily injury, each occurrence;
   b. $1,000,000 disease each employee; and
   c. $1,000,000 disease aggregate policy limit.

(e) All liability insurance certificates must name Rowan University as an additional insured on the policy.

D. MUTUAL RESPONSIBILITIES/GENERAL PROVISIONS

1. Both of the Parties to this Agreement are independent contractors and neither have the authority to bind or act on behalf of the other. No employment, joint venture, or partnership agreement is intended to be nor shall be established by this Agreement.

2. The performance of this Agreement by either Party shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the Parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay the internship, or where any of them make it illegal, impossible, inadvisable, or impracticable to implement the internship, or to fully perform the terms of this Agreement.

3. As applicable, student interns shall comply with all immigration-related requirements under the law in connection with their internships at Facility and, if necessary, shall complete and submit any required documentation.

4. The determination of the number of student interns, their schedules, the time commitment and the availability of space and/or rotations shall be made by mutual agreement between the University and Facility.

5. The University's instructors and Facility personnel shall consult periodically to review student intern progress and to review the Program in general.

6. The University and Facility each represent that they are in compliance with applicable local, state and federal laws and regulations, and will not discriminate on the basis of race, religion, color, sex, age, national origin, handicap, sexual preference, disabled or Vietnam era veteran
status or financial status in admission or access to, or treatment or employment in, their programs and activities.

7. The University in its programs and services adheres to the State's non-discrimination policy for Affirmative Action and Equal Employment Opportunity. In accordance with that policy, discrimination based upon race, creed, color, national origin, ancestry, age, sex, marital status, familial status, affectional or sexual orientation, atypical heredity cellular or blood trait, genetic information, liability for service in the Armed Forces of the United States, or disability will not be tolerated. Sexual harassment, which is a form of unlawful gender discrimination, likewise will not be tolerated. While in performance of this Agreement, Facility certifies that it does not discriminate on these grounds either.

8. The term of this Agreement shall be for a one (1) year period, from January 1, 2022 through December 31, 2022, and shall automatically renew for additional one (1) year terms, unless either Party to this Agreement notifies the other, in writing, of its intention not to renew this Agreement at least ninety (90) days prior to the expiration of the contract year term thereof.

9. This Agreement may be terminated by either Party giving written notice to the other Party at least ninety (90) days prior to the effective date of such termination.

10. This Agreement may be terminated by either Party at any time if the other Party defaults in any material obligation, but only if such default shall have continued for a period of ten (10) days after receipt of written notice thereof by the other Party.

11. Neither Party is liable for the acts or omissions of the other Party. FACILITY is not liable for any actions of any Student Intern who goes beyond the role of Student Intern as such role is contemplated and set forth in this Agreement. Thus, UNIVERSITY acknowledges and agrees that insurance it carries under this agreement shall cover any such Student Interns actions.

12. Notwithstanding any termination under this Agreement, once a student has been accepted by the Facility for the Program, and as long as the student remains in good standing at the University and within the Facility’s performance standards, and the student's training has not otherwise ended, the student shall be permitted to complete the internship at the Facility.

13. Notices, requests and other communications required pursuant to this Agreement shall be in writing and shall be sent by first-class mail or overnight service (e.g., Federal Express) to each Party as indicated below as follows:

If to the University:
Anthony Lowman, Ph.D.
Provost & Senior VP for Academic Affairs
Rowan University
201 Mullica Hill Road
Glassboro, New Jersey 08028

With a Copy to:
Jeffrey Schwartz, Lecturer
Department of Law and Justice
Rowan University
201 Mullica Hill Road
Glassboro, New Jersey 08028

If to the Facility:
Chad M. Bruner, County Administrator
County Administration Building
2 South Broad Street, P.O. Box 337
Woodbury, NJ 08096
With a copy to:
Gloucester County Counsel
County Administration Building
2 South Broad Street, P.O. Box 337
Woodbury, NJ 08096

Either party may change its notice address by advising the other party in writing pursuant to these notice requirements.

Notice shall be deemed given upon receipt.

14. This Agreement may be revised or modified by a written amendment signed by authorized representatives of both Parties.

15. This Agreement and its Exhibit(s) represent the entire understanding of the Parties with respect to the subject matter covered herein and supersedes and nullifies any previous agreements between the Parties.

16. This Agreement shall be binding on the Parties and their respective successors and assigns. Neither Party shall assign its duties and obligations under this Agreement without the prior written consent of the other Party.

17. This Agreement is not intended to conflict with or affect any existing or future affiliation between the Parties and institutions not a party to this Agreement.

18. This Agreement shall be construed in accordance with the laws of the State of New Jersey.

19. This Agreement may be executed in any number of counterparts, and by facsimile or electronic signature, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as of the day and year above first written.

ATTEST: ROWAN UNIVERSITY

__________________________
ANTHONY LOWMAN, PH.D.
Provost & Senior V.P. for Academic Affairs

ATTEST: COUNTY OF GLOUCESTER

__________________________
LAURIE J. BURNS, CLERK OF THE BOARD

__________________________
FRANK J. DIMARCO, DIRECTOR
RESOLUTION AMENDING THE 2022 BOARD OF COUNTY COMMISSIONER ASSIGNMENTS

WHEREAS, at the January 1, 2022 Reorganizational Meeting of the Board of County Commissioners of the County of Gloucester, the Commissioner assignments were established; and

WHEREAS, due to the resignation of Commissioner Daniel Christy it is necessary to amend certain 2022 assignments.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester, that certain 2022 assignments of County Departments and areas of responsibility for the Board of County Commissioners shall be amended as per Schedule A, a copy of which is annexed hereto and made a part hereof.

BE IT FURTHER RESOLVED that the reading of the 2022 re-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 and that same are lodged with the Clerk of the Board and available for public inspection.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on February 2, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
### 2022 Commissioners’ Department Assignments

| Department of Administration | Director Frank Dimarco  
|                            | Deputy Director 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 | Deputy Director Heather Simmons  
| Commissioner Denice Dicarло  
| Economic Development (CDBG)  
| Gloucester County Chamber of Commerce Representative  
| Public Works (Engineering, Planning, 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 Denice Dicarlo  
| Deputy Director 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 THE PROVISION OF EMERGENCY SERVICES PURSUANT TO N.J.S.A. 40A:11-6 WITH ENRIGHT’S TREE SERVICE FOR $95,150.00

WHEREAS, under and pursuant to the emergency provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-6 and regulations promulgated thereunder, it is necessary for the County to acquire the immediate performance of emergency services regarding removal and clean-up of debris resulting from Tropical Storm Ida which occurred on September 1, 2021; and

WHEREAS, the Public Works Department notified the County’s Qualified Purchasing Agent of the nature of the emergency affecting the immediate health, safety and welfare of the public and the time of its occurrence, and certified to the need of such emergency services; and

WHEREAS, in accordance with a formal declaration of an emergency by the Governor, the County contacted Enright’s Tree Service, 72 E. Holly Avenue, #103, Pitman, NJ 08071, for the provision of said services from September 27 to October 5, 2021 ($56,000.00) and from October 14, 2021 to October 21, 2021 ($39,150.00), resulting in a total amount due of $95,150.00; and

WHEREAS, the County Treasurer has certified the availability of funds in the amount of $95,150.00 pursuant to C.A.F. Number 22-00170, to be charged against budget line item 1-01-46-874-001-20202.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester, that emergency services are hereby authorized with payment to Enright’s Tree Service for debris removal and clean-up resulting from Tropical Storm Ida, from September 27 to October 5, 2021 ($56,000.00) and from October 14, 2021 to October 21, 2021 ($39,150.00), for a total amount due of $95,150.00.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on February 2, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
COUNTY OF GLOUCESTER
CERTIFICATION OF REQUEST FOR EMERGENCY PURCHASES

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

1. AN EMERGENCY CONDITION EXISTS IN: (NAME OF DEPARTMENT)
   Public Works

2. THIS EMERGENCY OCCURRED ON: (DATE)
   06/01/2021

3. THE NATURE OF THE EMERGENCY IS:
   Tropical Storm Ida Tornado – emergency debris removal and clean-up

4. THIS CONDITION CONSTITUTES AN EMERGENCY AFFECTING THE IMMEDIATE HEALTH,
   SAFETY OR WELFARE OF THE PUBLIC.

5. DESCRIPTION OF CONDITION AND HOW IT AFFECTS HEALTH, SAFETY OR WELFARE.
   Destructive storm/tornadoes devastated several areas throughout Gloucester County with specific
   concentrated destruction in Mantua, Harrison, Wenonah, Woodbury Heights and Deptford.

6. IT IS NECESSARY TO Invoke N.J.S.A. 40A:11-6 (EMERGENCY PURCHASES AND CONTRACTS) IN
   ORDER TO OBTAIN THE DELIVERY OF THE MATERIALS, SUPPLIES, OR SERVICES DESCRIBED
   IN THE ATTACHED REQUISITION # R2-00128. THE ESTIMATED COST OF FURNISHING THE
   MATERIALS, SUPPLIES OR SERVICES IS $95,150.00

   VENDOR NAME: Knight’s Tree Service

7. PERMISSION IS REQUESTED FOR APPROVAL TO ISSUE A PURCHASE ORDER WITHOUT
   OBTAINING BIDS, PURSUANT TO THE ABOVE CITED STATUTE.

8. I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT
   IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE WILLFULLY FALSE, I AM
   SUBJECT TO PUNISHMENT.

DEPARTMENT HEAD

QUALIFIED PURCHASING AGENT

APPROVED BY COUNTY ADMINISTRATOR

DATE 6-12-23
ENRIGHT'S TREE SERVICE
A Family Name You Can Trust
72 E. Holly Ave #103
Pitman, NJ 08071
856-540-0583 | 856-716-9939 (fax)

Bill To
Mantua Township Public Works
Attn: Jon
407 Main Street
Mantua, NJ 08051

Invoice: 2452

Date
10/25/2021

Terms

PO Number

Account #

Property Address
Mantua Township Public Works
407 Main Street
Mantua, NJ 08051

Emergency Storm Clearance
Storm Clean-Up of Chestnut Branch Park from 10/14 - 10/21/21
10/14/21-
1 Excavator w/ operator 350 @ br x 9 hrs = 3150.00
1 SkidSteer w/ operator 275 @ br x 9 hrs = 2475.00
2 Grounds Men (50 each) 100 @ br x 9 hrs = 900.00
10/15/21-
1 Excavator w/ operator 350 @ br x 9 hrs = 3150.00
1 SkidSteer w/ operator 275 @ br x 9 hrs = 2475.00
2 Grounds Men (50 each) 100 @ br x 9 hrs = 900.00
10/16/21-
1 Excavator w/ operator 350 @ br x 9 hrs = 3150.00
1 SkidSteer w/ operator 275 @ br x 9 hrs = 2475.00
2 Grounds Men (50 each) 100 @ br x 9 hrs = 900.00
10/19/21-
1 Excavator w/ operator 350 @ br x 9 hrs = 3150.00
1 SkidSteer w/ operator 275 @ br x 9 hrs = 2475.00
2 Grounds Men (50 each) 100 @ br x 9 hrs = 900.00
10/20/21-
1 Excavator w/ operator 350 @ br x 9 hrs = 3150.00
1 SkidSteer w/ operator 275 @ br x 9 hrs = 2475.00
2 Grounds Men (50 each) 100 @ br x 9 hrs = 900.00
10/21/21-
1 Excavator w/ operator 350 @ br x 9 hrs = 3150.00
1 SkidSteer w/ operator 275 @ br x 9 hrs = 2475.00
2 Grounds Men (50 each) 100 @ br x 9 hrs = 900.00

PAYMENT COUPON

Enright's Tree Service LLC
72 E. Holly Ave #103
Pitman, NJ 08071
856-540-0583 | 856-716-9939 (fax)

Terms

Due on receipt

Account #

PO Number

Invoice #: 2452
Invoice Date: 10/25/2021
Invoice Balance: $35,160.00
Amount Enclosed:
# Emergency Tree Removals

<table>
<thead>
<tr>
<th>Description</th>
<th>Hours</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grapple Truck w/ operator</td>
<td>350.00</td>
<td>@ 8/hr</td>
<td>2800.00</td>
</tr>
<tr>
<td>Digger w/ operator</td>
<td>150.00</td>
<td>@ 8/hr</td>
<td>1200.00</td>
</tr>
<tr>
<td>Chipper &amp; Truck w/ operator</td>
<td>250.00</td>
<td>@ 8/hr</td>
<td>2000.00</td>
</tr>
<tr>
<td>Bucket Truck w/ operator</td>
<td>250.00</td>
<td>@ 8/hr</td>
<td>2000.00</td>
</tr>
<tr>
<td>9/27/21 - worked on Jackson Rd (across from #683) to remove a Poplar stalk, Poplar tree, Beech tree &amp; a leaning Gum tree. Across from #681 - remove hanging limb from Gum tree, remove Gum stalk, remove Poplar tree. #683 - remove limb from Cherry, 2 limbs from Gum trees. Across from #655 - remove Poplar stalk, Gum stalk, Limbs from Gum trees. 9/28/21 - worked on Jackson Rd (north side) - remove 2 Cherry trees, Trim Mulberry, Trim Ash trees, remove Mulberries, remove Oaks, cut off Maple limbs. 9/29/21 - worked on Beech neck road. 9/30/21 - Worked on Point of Jackson Rd lot clear, worked on Breakneck Rd (9:30-1:30) then back to lot clear. 10/1/21 - 765 Jackson Rd clean-up bridge way, brush clean up, Breakneck Rd (9:30-1:30) &amp; Woodbury Hills Union Rd &amp; Glassboro Rd. Oak removal, Gum removal / leaning, 2 Oak stalks, 4 Pines broken. 10/4/21 - 215 Cedar Rd - clean up all hanging limbs, broken trees. 10/5/21 - 38 Windy Way - clean up hanging limbs, broken trees, to Woodbury Hills in afternoon Wentz Ave hanging limbs on Power lines.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Payment Coupon

<table>
<thead>
<tr>
<th>Enright's Tree Service LLC</th>
<th>Mantua Township Public Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>72 E. Holly Ave #103</td>
<td>407 Main Street</td>
</tr>
<tr>
<td>Pitman, NJ 08021</td>
<td>Mantua, NJ 08051</td>
</tr>
<tr>
<td>856-430-9683</td>
<td>856-716-6039 (fax)</td>
</tr>
<tr>
<td>Due on receipt</td>
<td>Invoice Date 10/27/2021</td>
</tr>
<tr>
<td>Invoice Balance $56,000.00</td>
<td>Amount Enclosed</td>
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</table>
## County of Gloucester Purchasing Department

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

### PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS

**THIS NUMBER MUST APPEAR ON ALL INVOICES.**

**NO.** 22-00170

**ORDER DATE:** 01/12/22  
**REQUISITION NO.:** R2-00198  
**DELIVERY DATE:**  
**STATE CONTRACT:** EMERGENCY  
**ACCOUNT NUM:**

### ENRIGHT'S TREE SERVICE

72 E HOLLY AVENUE #103  
PITMAN, NJ 08071

---

### SALES TAX ID # 21-6000660

<table>
<thead>
<tr>
<th>QTY/UNIT</th>
<th>DESCRIPTION</th>
<th>ACCOUNT NO.</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td>TROPICAL STORM IDA TORNADO</td>
<td>1-01-46-874-001-20202</td>
<td>39,150.0000</td>
<td>39,150.00</td>
</tr>
<tr>
<td></td>
<td>EMERGENCY DEBRIS REMOVAL / CLEAN-UP WORK PERFORMED: 10/14/21 - 10/21/21 INVOICE #: 2452 DATED: 10/25/21</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.00</td>
<td>PASSING BY RESOLUTION 2/2/22 WORK PERFORMED: 9/27/21-10/5/21 INVOICE #: 2594 DATED: 10/27/21 ENGINEERING PROJECT #: 21-19</td>
<td>1-01-46-874-001-20202</td>
<td>56,000.0000</td>
<td>56,000.00</td>
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<tr>
<td></td>
<td>EMERGENCY APPROP TROP STORM IDA TORNADO</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL** 95,150.00

---

### CLAIMANT'S CERTIFICATE & DECLARATION:

I do solemnly declare and certify under penalties of the law that the work billed is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

**VENDOR SIGN HERE**  
**DATE**

**TAX ID NO. OR SOCIAL SECURITY NO.**  
**DATE**

**MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS**

---

### PURCHASING COPY

**X**

**DEPARTMENT HEAD**  
**DATE**  
**QUALIFIED PURCHASING AGENT**  
**DATE**

**DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW**

**TREASURER / CFO**

---

**RECEIVER'S CERTIFICATION:**

I having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

---

**APPROVAL TO PURCHASE**

---

**PURCHASING COPY**

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RESOLUTION AUTHORIZING AN EXTENSION OF THE CONTRACTS WITH CATERINA SUPPLY, INC. AND CORE & MAIN, L.P. FROM JANUARY 20, 2022 TO JANUARY 19, 2024 IN AN AMOUNT NOT TO EXCEED $100,000.00 PER YEAR PER VENDOR

WHEREAS, the County of Gloucester awarded a split bid and entered into contracts on January 20, 2020 with Caterina Supply, Inc. and Core & Main, L.P., for the supply of various kinds of piping, as per PD-020-002, for use by the Public Works Department, which contracts provided the County with the option to extend for one (1) two-year period or two (2) one-year periods; and

WHEREAS, the County’s Qualified Purchasing Agent has recommended exercising the option to extend the contracts for one (1) two-year term from January 20, 2022 to January 19, 2024, in an amount not to exceed $100,000.00 per year, per vendor; and

WHEREAS, the extension is for estimated units or purchases on an as-needed basis and is open-ended, so that no Certificate of Availability of Funds is required at this time; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the County does hereby exercise its option to extend the contracts with Caterina Supply, Inc. and Core & Main, L.P. for a two-year period from January 20, 2022 to January 19, 2024, in an amount not to exceed $100,000.00 per year, per vendor; and, that the County’s Qualified Purchasing Agent is directed to inform said contractors of the extension; and

BE IT FURTHER RESOLVED that prior to any purchase made or service rendered pursuant to the contract extensions, 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 from the County’s budget out of which said funds will be paid.

ADOPTED at regular a meeting of the Board of County Commissioners of the County of Gloucester held on February 2, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION AUTHORIZING A CONTRACT AMENDMENT WITH
BENEVATE, INC. DBA NEIGHBORLY SOFTWARE

WHEREAS, the County entered into a contract, dated December 9, 2020, with Benevate, Inc. dba Neighborly Software for software to manage grants related to HUD programs, for $15,300.00; and

WHEREAS, on March 17, 2021, the County invoked N.J.S.A. 40A:11-6 (Emergency Purchases and Contracts) in order to obtain an additional seven (7) licenses to implement the COVID-19 Business Assistant Grant Program within the online portal, from Benevate, Inc. dba Neighborly Software with a mailing address of 3423 Piedmont Road NE, Atlanta, Georgia 30305, increasing the contract by $16,800.00, resulting in a total contract amount of $32,100.00; and

WHEREAS, the County is increasing the contract by $1,250.00 for the purchase of one additional license and the implementation fee for the Craftsman Service, resulting in a total contract amount of $33,350.00; and

WHEREAS, the Treasurer for the County has certified the availability of funds in the amount of $1,250.00, pursuant to C.A.F. No. 22-00085, which amount shall be charged against budget line item G-02-20-158-000-20653; and

NOW, THEREFORE, BE IT RESOLVED, by the County Board of Commissioners of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract amendment with Benevate Inc. dba Neighborly Software to increase the contract by $1,250.00, resulting in a total contract amount of $33,350.00.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, February 2, 2022 at Woodbury, New Jersey.

ATTEST: COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

Laurie J. Burns, Clerk of the Board
AMENDMENT TO CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
BENEVATE, INC. DBA NEIGHBORLY SOFTWARE

THIS is an amendment to a contract entered into on the 9TH of December, 2020, by and between the County of Gloucester (“County”) and Benevate, Inc. dba Neighborly Software (“Vendor”).

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

The contract is amended to include the purchase of one additional license and the implementation fee for the Craftsman Services for $1,250.00, resulting in a total contract amount of $33,350.00 as per Vendor’s Invoice Number 2058, dated August 26, 2021, attached hereto as Exhibit A.

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

THIS AMENDMENT is effective as of the 2nd day of February, 2022.

ATTEST:

Laurie J. Burns, Clerk of the Board

COUNTY OF GLOUCESTER

Frank J. Dimarco, Director

BENEVATE, INC. DBA NEIGHBORLY SOFTWARE

ATTEST:

By:
Title:
# Invoice #2058

**From**

Neighborly Software  
3423 Piedmont Rd NE  
Atlanta, GA 30305

**Bill To**

Gloucester County, NJ  
Christina Velázquez  
Gloucester County Planning Department  
Housing and Community Development  
1200 N. Delsea Drive, Building E  
Clayton, NJ 08312

---

<table>
<thead>
<tr>
<th>Item / Description</th>
<th>Quantity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Recurring Software Fee</strong></td>
<td>1</td>
<td>750.00</td>
</tr>
<tr>
<td>Neighborly Software license fee for one (1) additional licenses, paid annually in advance and prorated for September 15, 2021 - December 27, 2021:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 licenses x $200 per month x 3.5 months = $700</td>
<td></td>
<td></td>
</tr>
<tr>
<td>= $750</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total license count: 10</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Implementation</strong></td>
<td>1</td>
<td>500.00</td>
</tr>
<tr>
<td>Neighborly Software add-on one-time implementation fee for the following service:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1) Craftsman</td>
<td></td>
<td></td>
</tr>
<tr>
<td>= $500</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

**Invoice Summary**

<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>2058</th>
</tr>
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<tbody>
<tr>
<td>Date</td>
<td>08/26/2021</td>
</tr>
<tr>
<td>Terms</td>
<td>Net 30</td>
</tr>
<tr>
<td>Due Date</td>
<td>09/25/2021</td>
</tr>
<tr>
<td>Amount Due (USD)</td>
<td>$1,250.00</td>
</tr>
</tbody>
</table>

---

Invoice powered by SeaSOptics, LLC, Subscription Management for B2B SaaS
<table>
<thead>
<tr>
<th>QTY/UNIT</th>
<th>DESCRIPTION</th>
<th>ACCOUNT NO.</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td>NEIGHBORLY SOFTWARE: Renewal of Software licenses for 10 users and inclusion of &quot;Craftman&quot; feature for Neighbory Application portal</td>
<td>6-02-20-170-093-20853</td>
<td>25,250.0000</td>
<td>25,250.00</td>
</tr>
</tbody>
</table>

**TOTAL** 25,250.00

**CLAIMANT'S CERTIFICATE & DECLARATION**

I do solemnly declare and certify under penalty of the law that the within bill is correct in all its particulars; that the materials, supplies, or services have been furnished or services rendered as stated therein; that no bonus has been given or received by any person within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing, and that the amount charged is a reasonable one.

**RECEIVER'S CERTIFICATION**

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

**APPROVAL TO PURCHASE**

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

**MAIL VOUCHER WITH INVOICE TO THE 'SHIP TO' ADDRESS**

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT
RESOLUTION AUTHORIZING AN EXTENSION TO SUBRECIPIENT AGREEMENTS WITH THE TOWNSHIP OF MANTUA AND THE CITY OF WOODBURY FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING OF CERTAIN APPROVED PROJECTS

WHEREAS, the Board of Commissioners of the County of Gloucester adopted a Resolution on November 6, 2019, authorizing Subrecipient Agreements between the County of Gloucester and the below municipalities for the following public facilities improvements:

- **Township of Mantua** for the removal of architectural barriers through the reconstruction of bathroom facilities at Chestnut Branch Park within eligible CT 5007.02 BG4, in the amount of $100,000.00, which amount shall be charged against line item G-02-19-155-000-21210. C.A.F. 19-09207 has been obtained to certify funds; and

- **City of Woodbury** for the reconstruction of South Maple Avenue including sidewalk/ADA curbs within CT 5010.02 BG3, in the amount of $50,000.00, which amount shall be charged against line item G-02-19-155-000-21222. C.A.F. 19-09210 has been obtained to certify funds

WHEREAS, the above Agreements are now being extended through February 1, 2023 to give the municipalities the opportunity to finalize these projects due to delays and supply chain shortages caused by the coronavirus.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the County of Gloucester that the Director of the Board is authorized to execute and the Clerk of the Board is authorized to attest to the Amendments extending CDBG funding through February 1, 2023 with the Township of Mantua and the City of Woodbury for the specified public projects set forth above; and

BE IT FURTHER RESOLVED, that all other terms and provisions of the original Agreement shall remain in full force and effect.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on February 2, 2022 at Woodbury, New Jersey.

ATTEST: COUNTY OF GLOUCESTER

Laurie J. Burns, Clerk of the Board

Frank J. DiMarco, Director
AMENDED SUBRECIPIENT AGREEMENT
BETWEEN
TOWNSHIP OF MANTUA
AND
COUNTY OF GLOUCESTER

THIS IS AN AMENDMENT TO A SUBRECIPIENT AGREEMENT entered into on the 6th of November, 2019, by and between the Township of Mantua ("Subrecipient") and the County of Gloucester ("County").

In further consideration for the mutual promises made by and between Subrecipient and County, the parties hereby agree to amend the Agreement as follows:

The term will be extended through February 1, 2023.

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

THIS AMENDMENT is effective as of the 2nd day of February, 2022.

ATTEST: COUNTY OF GLOUCESTER

______________________________
LAURIE J. BURNS, CLERK OF THE BOARD

______________________________
FRANK J. DIMARCO, DIRECTOR

ATTEST: TOWNSHIP OF MANTUA

______________________________
By:
Title:
AMENDED SUBRECIPIENT AGREEMENT
BETWEEN
CITY OF WOODBURY
AND
COUNTY OF GLOUCESTER

THIS IS AN AMENDMENT TO A SUBRECIPIENT AGREEMENT entered into on the 6th of November, 2019, by and between the City of Woodbury ("Subrecipient") and the County of Gloucester ("County").

In further consideration for the mutual promises made by and between Subrecipient and County, the parties hereby agree to amend the Agreement as follows:

The term will be extended through February 1, 2023.

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

This Amendment is effective as of the 2nd day of February, 2022.

ATTEST: COUNTY OF GLOUCESTER

___________________________________________
LAURIE J. BURNS, FRANK J. DIMARCO, DIRECTOR
CLERK OF THE BOARD

ATTEST: CITY OF WOODBURY

___________________________________________
By:
Title:
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH
ACENDA, INC. FROM FEBRUARY 2, 2022 TO FEBRUARY 1, 2023
IN AN AMOUNT NOT TO EXCEED $240,000.00

WHEREAS, the County requested proposals via RFP# 022-021 from interested
contractors for the provision of a Housing Navigator and Case Managers for the Emergency
Rental Assistance Program to be provided to eligible low-moderate income households impacted
by the Coronavirus; and

WHEREAS, Acenda, Inc., with offices 42 South Delsea Drive, Glassboro, New Jersey
08028, submitted the only proposal, and the evaluation concluded that based on their proposal a
contract would be advantageous for the specified services and objectives; and

WHEREAS, the contract shall be in an amount not to exceed $240,000.00, from
February 2, 2022 to February 1, 2023; and

WHEREAS, the contract is therefore open-ended, which does not obligate the County of
Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is
required at this time.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of
the County of Gloucester that the Director of the Board is hereby authorized to execute and the
Clerk of the Board to attest to a contract with Acenda, Inc., for provision of a Housing Navigator
and Case Managers for the Emergency Rental Assistance Program to be provided to eligible low-
moderate income households impacted by the coronavirus, from February 2, 2022 to February 1,
2023, in an amount not to exceed $240,000.00; and

BE IT FURTHER RESOLVED, that these services are provided on an as-needed basis
and are therefore open-ended; before any purchase is made a certification must be obtained from
the Treasurer of the County of Gloucester certifying that sufficient funds are available at that
time for that particular purchase; and identifying the line item in the County budget out of which
said funds will be paid.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of
Gloucester held on February 2, 2022 at Woodbury, New Jersey.

ATTEST: COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK OF THE BOARD
FRANK J. DIMARCO, DIRECTOR
CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
ACENDA, INC.

THIS CONTRACT is made effective this 2nd day of February, 2022, by and between the COUNTY OF GLOUCESTER, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and ACENDA, INC., with offices at 42 South Delsea Drive, Glassboro, New Jersey 08028, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there is a need by Gloucester County to contract for the provision of a Housing Navigator and Case Managers for the Emergency Rental Assistance Program to be provided to eligible low-moderate income households impacted by the coronavirus; and

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

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

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

TERMS OF AGREEMENT

1. TERM. The term of the contract shall be from February 2, 2022 to February 1, 2023.

2. COMPENSATION. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal, which was submitted in response to the County’s Request for Proposal# 022-021. The proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed $240,000.00.

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

   Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment. It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.
3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the RFP# 022-021, and Contractor's responsive 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 this Contract to comply with, all of the requirements set out in RFP# 022-021.

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

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

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

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

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

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

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

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

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

   A. Pursuant to the termination provisions set forth in RFP# 022-021, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

10. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

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

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

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

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

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

17. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

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

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.
20. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

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

22. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of RFP# 022-021 and Contractor’s proposal. If there is a conflict between this Contract and the specifications or the proposal, then this Contract and the specifications shall control.

**THIS CONTRACT** shall be effective the 2\textsuperscript{nd} day of February, 2022.

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

**ATTEST:**

<table>
<thead>
<tr>
<th>COUNTY OF GLOUCESTER</th>
</tr>
</thead>
<tbody>
<tr>
<td>LAURIE J. BURNS,</td>
</tr>
<tr>
<td>CLERK OF THE BOARD</td>
</tr>
<tr>
<td>FRANK J. DIMARCO,</td>
</tr>
<tr>
<td>DIRECTOR</td>
</tr>
</tbody>
</table>

**ATTEST:**

<table>
<thead>
<tr>
<th>ACENDA, INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
</tr>
<tr>
<td>Title:</td>
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</tbody>
</table>

- 6 -
RESOLUTION AUTHORIZING A CONTRACT WITH BENEVATE, INC. DBA NEIGHBORLY SOFTWARE FOR $24,000.00

WHEREAS, the County of Gloucester has a need to purchase ten (10) computer licenses for the software purchased from Benevate, Inc. dba Neighborly Software which manages grants related to HUD programs through the CDBG Cares Act funding for small businesses that submit evidence of negative impact from the Coronavirus; and

WHEREAS, the Office of Housing and Community Development under the authority of the Gloucester County Office of Economic Development has recommended that said services be provided by Everbridge, Inc., with offices at Atlanta Tech Village, 3423 Piedmont Road, NE, Atlanta, GA 30305, from December 28, 2021 to December 27, 2022, for $24,000.00; and

WHEREAS, the Treasurer of Gloucester County has certified the availability of funds in the amount of $24,000.00, pursuant to CAF No. 22-00085, which amount shall be charged against budget line item #G-02-20-170-093-20653; and

WHEREAS, the service related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to existing security systems previously installed in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(dd); and

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

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 and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract between the County of Gloucester and Benevate, Inc. dba Neighborly Software, from December 28, 2021 to December 27, 2022, for $24,000.00.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, February 2, 2022 at Woodbury, New Jersey.

ATTEST: COUNTY OF GLOUCESTER

LAURIE J. BURNS, FRANK J. DIMARCO, DIRECTOR
CLERK OF THE BOARD
PROFESSIONAL SERVICES CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
BENEVATE, INC.
DBA NEIGHBORLY SOFTWARE

THIS CONTRACT is made this 2nd day of February, 2022, by and between the COUNTY OF GLOUCESTER, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County," and BENEVATE, INC. DBA NEIGHBORLY SOFTWARE, of Atlanta Tech Village, 3423 Piedmont Road, NE, Atlanta, GA 30305, hereinafter referred to as "Contractor."

RECITALS

WHEREAS, the County of Gloucester has a need to purchase ten (10) computer licenses for the software purchased from Benevate, Inc. dba Neighborly Software which manages grants related to HUD programs through the CDBG Cares Act funding for small businesses that submit evidence of negative impact from the Coronavirus; and

WHEREAS, this service related to this contract is an expansion and ultimately to this support and maintenance of proprietary hardware and software which is integrally related to existing security systems previously installed in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(dd); and

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

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

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

TERMS OF AGREEMENT

1. TERM. The term of the contract shall be from December 28, 2021 to December 27, 2022.

2. COMPENSATION. Contractor shall be compensated pursuant to Attachment A, attached hereto, in the total contract amount of $24,000.00.

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

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in Attachment A, *Invoice Number Inv10130*, dated January 4, 2022, which is attached hereto and made a part of this Contract.

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

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

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

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
18. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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

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

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

22. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of the County and Contractor's Invoice Number Inv10130, dated January 4, 2022, attached hereto as Attachment A. If there is a conflict between this Contract and the specification or the Contractor's response, then this Contract and the Specifications shall control.

   **THIS CONTRACT** is dated this 2\textsuperscript{nd} day of February, 2022.

   **IN WITNESS WHEREOF,** the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, 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

   FRANK J. DIMARCO, DIRECTOR

   **ATTEST:**

   **BENEVATE, INC.**
   **DBA NEIGHBORLY SOFTWARE**

   Name:
   Title:
Invoice #Inv10130

From
Neighborly Software
3423 Piedmont Rd NE
Atlanta, GA 30305

Bill To
Gloucester County, NJ
Christina Velazquez
Gloucester County Planning Department
Housing and Community Development
1200 N. Delsea Drive, Building 8
Clayton, NJ 08312

Invoice Summary
Invoice Number Inv10130
Date 01/04/2022
Terms Net 30
Due Date 02/03/2022
Amount Due (USD) $24,000.00

Item / Description
Recurring Software Fee
This is your subscription fee for Recurring Software Fee for the term starting 12/28/2021 and ending 12/27/2022.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>24,000.00</td>
</tr>
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</table>

Amount Due (USD) $24,000.00
**County of Gloucester Purchasing Department**  
PO Box 337, Woodbury, NJ 08096  
(856) 853-3420 • Fax (856) 251-6777

**GLOUCESTER ECONOMIC DEVELOPMENT**  
1480 TANYARD ROAD  
Sewell, NJ 08080  
856-384-6950 (C. Velazquez)

**BENEVATE INC.**  
DBA: NEIGHBORLY SOFTWARE  
3423 PIEDMONT ROAD NE  
Atlanta, GA 30305

**SALES TAX ID #: 21-6000960**

<table>
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<tr>
<th>QTY/UNIT</th>
<th>DESCRIPTION</th>
<th>ACCOUNT NO.</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
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</thead>
<tbody>
<tr>
<td>1.00</td>
<td>NEIGHBORLY SOFTWARE renewal of Software licenses for 10 users and inclusion of &quot;Craftman&quot; feature for Neighborly Application Portal PASSED BY RESOLUTION 2/2/22</td>
<td>6-02-20-170-093-20653 Data Processing Equipment</td>
<td>25,250.00</td>
<td>25,250.00</td>
</tr>
</tbody>
</table>

**TOTAL: 25,250.00**

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**CLAIMANTS CERTIFICATE & DECLARATION**

I do solemnly declare and certify under penalties of the law that the items in this bill are correct in all particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing and that the amount charged is a reasonable one.

**RECEIVER'S CERTIFICATION**

Having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

**APPROVAL TO PURCHASE**

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

**TREASURER / CFO**

---

**VENDOR SIGN HERE**

**DATE**

**TAX ID NO. OR SOCIAL SECURITY NO.**

**DATE**

**MAIL VOUCHER WITH INVOICE TO THE SHIP TO ADDRESS**

**DEPARTMENT HEAD**

**DATE**

**QUALIFIED PURCHASING AGENT**
RESOLUTION AUTHORIZING PURCHASES FROM SOFTWARE HOUSE INTERNATIONAL CORP VIA THE SOURCEWELL NATIONAL COOPERATIVE PRICING SYSTEM THROUGH MAY 31, 2022 IN AN AMOUNT NOT TO EXCEED $150,000.00

WHEREAS, by Resolution adopted July 7, 2021, the County of Gloucester approved the purchase of software licenses and related services from Software House International Corp of 290 Davidson Avenue, Somerset, NJ 08873, via State Contract Number 89851; and

WHEREAS, State Contract Number 89851 is no longer viable and it is necessary for the County to purchase said software licenses and related service via the Sourcewell National Cooperative Pricing System, Number 081419-SHI, through June 12, 2022 in an amount not to exceed $150,000.00; and

WHEREAS, the purchases and/or services are for estimated units on an as-needed basis, so that no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the purchase of software licenses and related services from Software House International, Corp. is hereby authorized via the Sourcewell National Cooperative Pricing System, Number 081419-SHI, through June 12, 2022 in an amount not to exceed $150,000.00; 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.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on February 2, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION AUTHORIZING A PURCHASE CONTRACT WITH
OPTIV SECURITY, INC. FROM JANUARY 21, 2022 TO
JANUARY 20, 2023 FOR $68,943.52

WHEREAS, the County of Gloucester, through the Office of Information Technology utilizes the Palo Alto Network Firewall hardware and software for the Intrusion Detection System (IDS) and Intrusion Prevention System (IPS) which integrates with the County's network to provide the highest level of security; and

WHEREAS, it is necessary to purchase premium maintenance renewal services and applicable subscriptions required for the existing Palo Alto Network Firewall, and it has been determined that the County can purchase said services from Optiv Security, Inc. as per vendor's Quote #1533724-2 for $68,943.52; and

WHEREAS, the service related to this contract pertains to installation and maintenance of proprietary computer hardware and software which is integrally related to an existing system previously installed in the County, and is an exception to the Local Public Contracts Law as described and provided in N.J.S.A. 40A:11-5(dd); and

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

WHEREAS, a Certificate of Availability of Funds has been provided by the County Treasurer certifying funds pursuant to C.A.F. Number 22-00413, which amount shall be charged against budget line item 2-01-20-140-001-20370.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the County's Qualified Purchasing Agent is authorized to purchase premium maintenance renewal services and applicable subscriptions relative to the Palo Alto Network Firewall from Optiv Security, Inc., from January 21, 2022 to January 20, 2023 for $68,943.52 as per vendor's Quote #1533724-2.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on February 2, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
PURCHASE CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
OPTIV SECURITY, INC.

THIS CONTRACT is made effective the 21st day of January 2022, by and between the COUNTY OF GLOUCESTER, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, NJ 08096 hereinafter referred to as "County", and OPTIV SECURITY, INC., of 1144 15th Street, Suite 2900, Denver, CO 80202, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, the County has a need to purchase maintenance services and applicable subscription services relative to Palo Alto Networks utilized by the County; and

WHEREAS, N.J.S.A. 40A:11-5DD permits the performance of services for the support and maintenance of proprietary computer hardware and software without public advertising for bids; and

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

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

TERMS OF AGREEMENT

1. TERM. This Contract shall be for the period of one (1) year from January 21, 2022 to January 20, 2023.

2. COMPENSATION. The Vendor shall be compensated for a total contract amount of $68,943.52.

   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.

3. DUTIES OF VENDOR. The specific duties of the Vendor shall for maintenance renewal services and applicable subscription services relative to Palo Alto Networks utilized by the County, as set forth in Vendor’s Quote 1533724-2, which is incorporated herein and made part of this Contract.

   Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the Vendor’s
4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Vendor agrees as follows:

a. The Vendor 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 Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

6. **TERMINATION.** This Contract may be terminated as follows:
a. Pursuant to the termination provisions set forth in County Bid Specifications or Requests for Proposal, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

14. **NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

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

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

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

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

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

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

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document and Exhibit A. Should there occur a conflict between this Contract and Exhibit A, then this Contract will control.
THIS CONTRACT is made effective the 21st day of January, 2022.

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

ATTEST: COUNTY OF GLOUCESTER

__________________________  ____________________________
LAURIE J. BURNS,  FRANK J. DIMARCO, DIRECTOR
CLERK OF THE BOARD

ATTEST: OPTIV SECURITY, INC.

__________________________
Name:
Title:

- 6 -
Date: 10/21/2021  
Expiration: 1/17/2022

To:  
COUNTY OF GLOUCESTER  
Salvatore Pellerito  
Network Administrator  
2 South BROAD ST  
WOODBURY, NJ 08096-4604  
US  
(856) 307-8669  
spellerito@co.gloucester.nj.us

Quote#: 1533724-2  
Payment Terms: Net 30  
Tax ID: 43-1806449  
Internal Reference#: Q-1113487

From:  
Mark Koszyk  
(809) 458-0300  
mark.koszyk@optiv.com

Client Operations Specialist:  
Tiffany Bronson  
(816) 701-3394 x3394  
tiffany.bronson@optiv.com

Remit Payment:  
PO Box 28216 Network Place  
Chicago, IL 60673-1282

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<td>USD 16,872.86</td>
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Subtotal: USD 68,943.52  
Estimated Tax: USD 0.00  
Estimated Shipping: USD 0.00  
Grand Total: USD 68,943.52

Sales Quote Terms and Conditions
This Sales Quote and the Client's purchase of the Products listed in this Sales Quote are subject to and shall be governed by (i) the Sales Quote Terms and Conditions and (ii) the Data Processing Terms and Conditions, both available at http://www.opliv.com/agreements

Optiv Security Inc., 1144 15th Street, Suite 3600, Denver, CO 80202 United States

EULA Statement(s): Any and all usage of Palo Alto Networks products shall be subject to the terms and conditions of the End User Agreement (https://www.paloaltonetworks.com/content/dam/palo-ala/usa/asset/pdf/legal/palo-alto-networks-end-user-license-agreement-eula.pdf) unless the parties have entered into a separate written agreement that specifically overrides such agreement (either, "Agreement"). In either case, the applicable Agreement shall be incorporated by reference into this document. In the event of any material conflict between the terms in the Agreement and the terms in this document, the terms in this document shall control.
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<td>PALO ALTO NETWORKS: PARTNER LICENSED PREMIUM SUPPORT RENEWAL, PA-5220 SERIAL # 013201004041 &amp; 013201004055 QUOT# 1538724-2 PROPRIETARY CONTRACT CONTRACT TERM: 1/21/2022-1/21/2023 RESOLUTION PASSED: 2/2/2022 PLEASE GIVE PAPERWORK TO AMY GREGG</td>
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**TOTAL** 68,943.52

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**CLAIMANT'S CERTIFICATE & DECLARATION**

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

**RECEIVER'S CERTIFICATION**

**APPROVAL TO PURCHASE**

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

**TREASURER / CFO**

**QUALIFIED PURCHASING AGENT**

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT
RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH PLATINUM NETWORKS, LLC

WHEREAS, by Resolution adopted December 29, 2021, a contract was authorized with Platinum Networks, LLC regarding remediation of the proprietary Latitude Network Video Management System (NVMS) for the Administration Building, in conjunction with upgrade of the County’s current 15 video sites, and migration to the proprietary enterprise version of FLIR Servers for $287,432.00; and

WHEREAS, the County has a need for continuation of the NVMS for the Administration Building and other County facilities, therefore, it is necessary to increase the contract by $100,000.00, resulting in a new total contract amount of $387,432.00; and

WHEREAS, the County Treasurer has certified the availability of funds pursuant to C.A.F. Number 21-13729, which amount(s) shall be charged against budget line item C-04-20-017-140-17258.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized to execute and the Clerk of the Board is directed to attest to an Amendment to the Contract with Platinum Networks, LLC for continuation of the NVMS for the Administration Building and other County facilities, thereby increasing the contract by $100,000.00, resulting in a new total contract amount of $387,432.00; and

BE IT FURTHER RESOLVED that all other terms and conditions of the original contract shall remain in full force and effect.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on February 2, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
AMENDMENT TO CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
PLATINUM NETWORKS, LLC

THIS is an amendment to a contract which was entered into on the 29th day of
December, 2021, between the COUNTY OF GLOUCESTER, hereinafter referred to as
“County”, and PLATINUM NETWORKS, LLC of 470 Adrian Avenue, Oceanport, NJ 07757,
hereinafter referred to as “Contractor”.

NOW, THEREFORE, in further consideration for the mutual promises made by and
between County and Contractor in the above-described contract, the parties hereby agree to an
amendment to the contract as follows:

This Amendment is necessary for continuation of the Latitude NVMS
Enterprise System for the Administration Building and other County facilities,
thereby increasing the contract by $100,000.00, resulting in a new total
contract amount of $387,432.00.

ALL OTHER TERMS and provisions of the contract and the conditions set forth therein
that are consistent with this addendum shall remain in full force and effect.

THIS AMENDMENT is effective as of the 2nd day of February, 2022.

ATTEST: COUNTY OF GLOUCESTER

Laurie J. Burns,
CLERK OF THE BOARD

Frank J. Dimarco, DIRECTOR

ATTEST: PLATINUM NETWORKS, LLC

By:
Title:
RESOLUTION AUTHORIZING AN INCREASE OF THE PURCHASE AUTHORITY WITH CORE BTS, INC. VIA STATE CONTRACT FOR A NEW TOTAL AMOUNT OF $68,985.96

WHEREAS, by Resolution adopted on July 7, 2021 the County of Gloucester authorized the purchase of Cisco Identity Service Engines (ISE) and configurations with existing firewalls from Core BTS, Inc. via State Contract in an amount not to exceed $47,085.96; and

WHEREAS, additional services to the design and installation of the Cisco Identity Service Engines (ISE) are needed by the County to improve security and add controls and options to allow for secure remote connectivity by County employees, vendors, partners, and public safety agencies (police vehicles), which will necessitate increasing the purchase amount previously authorized by $21,900.00, resulting in a new total amount of $68,985.96; and

WHEREAS, the County Treasurer has certified the availability of funds in the amount of $21,900.00 pursuant to C.A.F. Number 22-00499, which amount(s) shall be charged against budget line item C-04-21-017-140-17203 for $9,200.00 and budget line item C-04-21-017-140-17208 for $12,700.00.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the purchase amount shall be increased by $21,900.00 for additional items required regarding the Cisco Identity Service Engines (ISE) and configurations used by the County, from Core BTS, Inc. via State Contract Number 21-TELE-01506, resulting in a new total purchase amount of $68,985.96; and

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on February 2, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
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<th>Qty</th>
<th>Item Number</th>
<th>Description</th>
<th>Term [Months]</th>
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Comments: Remote Access - Installation & configuration to be detailed in a separate Statement of Work.

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<th>Qty</th>
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<th>Description</th>
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Comments: Remote Access - Installation & configuration to be detailed in a separate Statement of Work.

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Subtotal: $21,900.00

First Invoice Amount: $21,900.00
Quote Subtotal: $21,900.00
Estimated Sales Tax: $0.00
Quote Total: $21,900.00

Notes: NASPO ValuePoint State of New Jersey Cisco PA#21-TELE-01506, Master Agreement#BAR3227 (2021-2024)

By accepting this quote you agree to Core's standard Terms and Conditions which can be found at https://corebts.com/legal/TC.

To ensure fastest processing, please send purchase order/signed quote to purchase.orders@corebts.com and CC the two individuals listed above or fax to (317) 579-1667. If changes are required, please request a revised quote. Thank you for your business.

This proposal is confidential, and shall not be used or disclosed, in whole or in part, for any purpose other than evaluation within the client organization. This quote shall expire on the 'Expiration Date' above. Notwithstanding the foregoing, all products and pricing information is based on the latest information available and is subject to change without notice, including at any time prior to the expiration of the quote. All prices are in U.S. dollars. Prices and tax rates are valid in the U.S. only and are subject to change. Sales tax is based on the "ship to" address on your purchase order. Please instruct your telesales teams on your purchase order. Product availability is subject to change and cannot be guaranteed. All shipments are FOB origination. Appropriate freight charges will be added at the time of invoicing. Please note that this quote may include items which may be subject to vendor restocking fees if returned, or may not be returnable if not defective (all returns are subject to vendor RMA approval). Core passes through all vendor restocking terms and fees without modification, markup, or additional fees. Some vendors do not allow cancellation of orders once placed if Core is unable to cancel a vendor order, the customer shall have no right to cancel the order.

Cancellation of any order or service with a fixed term or indicated as non-cancellable shall incur a termination fee equal to 100% of the cost of the remainder of the term, payable to Core in full upon the effective termination date. If the first invoice amount is less than the quote total, this is due to the fact that some or all items have a billing frequency of more than one. For instance, please consult the billing frequency listed for each item. First invoice amount is estimated and may not include shipping/weight, estimated sales tax, and incidental charges.
**SALES TAX ID # 21-6000660**

<table>
<thead>
<tr>
<th>QTY/UNIT</th>
<th>DESCRIPTION</th>
<th>ACCOUNT NO.</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td><strong>SOW AMENDMENT 21-07763</strong> &lt;br&gt;REMOTE ACCESS CONSOLIDATION PROJECT &lt;br&gt;SCOPE OF WORK CHANGE ORIGINAL PO &lt;br&gt;21-07763</td>
<td>C-04-21-017-140-17203 &lt;br&gt;Remote Access - IT</td>
<td>9,200.0000</td>
<td>9,200.00</td>
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<td>1.00</td>
<td><strong>SOW AMENDMENT 21-07764</strong> &lt;br&gt;91.09 % &lt;br&gt;PATROL VEHICLE SECURE CONNECTIVITY &lt;br&gt;PROJECT SCOPE OF WORK CHANGE ORIGINAL</td>
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<td>8.91 % &lt;br&gt;NOW AMENDMENT 21-07763 &lt;br&gt;LAN &amp; NETWORK CONFIGURATION CHANGES &lt;br&gt;-VLANs, ACCESS CONTROL LISTS</td>
<td>C-04-21-017-140-17203 &lt;br&gt;Remote Access - IT</td>
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<td>FIREWALL CONFIGURATION CHANGES ONLY AS REQUIRED FOR ASA 5120 MIGRATION</td>
<td>C-04-21-017-140-17203 &lt;br&gt;Remote Access - IT</td>
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<td>CABLING OF SERVER OR ENDPOINT DEVICES &lt;br&gt;PHYSICAL DEPLOYMENT OF ANY HARDWARE</td>
<td>C-04-21-017-140-17203 &lt;br&gt;Remote Access - IT</td>
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<td>COUNTY OF GLOUCESTER WILL PROVIDE ALL EXISTING LICENSING AND MAINTENANCE/SUPPORT CONTRACTS FOR THE CURRENTLY DEPLOYED CISCO FIREWALL ENVIRONMENT</td>
<td>C-04-21-017-140-17203 &lt;br&gt;Remote Access - IT</td>
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</table>

**CLAIMANT'S CERTIFICATE & DECLARATION**

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X  VENDOR SIGN HERE  DATE  TAX ID NO., OR SOCIAL SECURITY NO.  DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

**RECEIVER'S CERTIFICATION**

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

X  DEPARTMENT HEAD  DATE  QUALIFIED PURCHASING AGENT

**APPROVAL TO PURCHASE**

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

**TREASURER / CFO**

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**
County of Gloucester Purchasing Department
PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

PO 21-0764
LANSE ISE AND FIREWALL NETWORK CONFIGURATION TASKS
FIREWALL CONFIGURATION BEYOND VPN FOR REMOTE ACCESS
ANY FIREWALL SOFTWARE UPGRADES
VIRTUAL ENVIRONMENT CONFIGURATION FOR ISE DEPLOYMENT
UMBRELLA CONFIGURATION OR DEPLOYMENT BEYOND THE POLICY FOR THE DEPLOYMENT
ISE CONFIGURATION OR DEPLOYMENT BEYOND THE SCOPE OF THE DEPLOYMENT
INTEGRATION OTHER THAN ACTIVE DIRECTORY AND ISE & UMBRELLA
COUNTY OF GLOUCESTER WILL PROVIDE ALL REQUIRED CERTIFICATES FOR SOLUTION
NO PRODUCTION SOLUTION USAGE/INTEGRATION OUTSIDE OF THE DEPLOYMENT

SALES TAX ID #21-6000660

<table>
<thead>
<tr>
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</table>

CLAIMANT'S CERTIFICATE & DECLARATION:

I do solemnly declare and certify under penalties of the law that the
within bill is correct in all its particulars; that the articles or services rendered or services rendered as stated therein; that no bonus has been
given or received by any person within the knowledge of this claimant
in connection with the above claim; that the amount therein stated is
justly due and owing; and that the amount charged is
reasonable.

X VENDOR SIGN HERE DATE

RECEIVER'S CERTIFICATION

I, having knowledge of the facts, certify
that the materials and supplies have been
received or the services rendered; said certi-
fication being based on signed delivery slips
or other reasonable procedures.

DO NOT ACCEPT THIS ORDER
UNLESS IT IS SIGNED BELOW

TREASURER / CFO

QUALIFIED PURCHASING AGENT

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT
County of Gloucester Purchasing Department  
PO Box 337, Woodbury, NJ 08096  
(856) 853-3420 • Fax (856) 251-6777

GLOUC. CO I.T. DEPT. - CLAYTON  
1200 N. DELESEA DR.  
CLAYTON, NJ 08312  
ATTN: SAL PELLERITO

CORE BTS, INC.  
750 ROUTE 202 SOUTH  
SUITE 210  
BRIDGEWATER, NJ 08807

SALES TAX ID # 21-6000660

<table>
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<tr>
<td>SOFTWARE DISTRIBUTION OR INSTALLATION TO ENDPOINTS - MDA SOLUTION IS REQUIRED</td>
<td></td>
<td></td>
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<tr>
<td>SCOPE WORK CHANGES ATTACHED</td>
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<tr>
<td>COMMISSIONER RESOLUTION PASSED</td>
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<tr>
<td>PLEASE RETURN PAPERWORK TO DAVID PRICE</td>
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</table>

TOTAL 21,900.00

CLAIMANT'S CERTIFICATE & DECLARATION:
I, do hereby certify under penalties of the law that the total amount, as shown above is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no balance has been given or received by any person within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

VENDOR SIGN HERE  DATE

TAX ID NO. OR SOCIAL SECURITY NO.  DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

CLAIMANT'S CERTIFICATE & DECLARATION

RECEIVER'S CERTIFICATION

APPROVAL TO PURCHASE

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

TREASURER / CFO

QUALIFIED PURCHASING AGENT

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT
RESOLUTION AUTHORIZING PURCHASES FROM MOTOROLA SOLUTIONS, INC. 
VIA STATE CONTRACT FROM JANUARY 1, 2022 TO DECEMBER 31, 2022 
FOR $700,998.01

WHEREAS, the County of Gloucester needs to purchase radio communications 
equipment and accessories, installations, removals, re-installation, maintenance, and warranties 
for the Gloucester County Office of Emergency Response; and

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

WHEREAS, it has been determined that the County can purchase the said equipment and 
services from Motorola Solutions, Inc. through State Contract #83909, for $700,998.01; and

WHEREAS, the Treasurer of the County of Gloucester has certified the availability of 
funds in the amount of $400,000.00, pursuant to C.A.F. No. 22-00546, which shall be charged 
against budget item 2-01-25-250-001-20370. Balance will be encumbered upon adoption of the 
2022 Gloucester County Budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of 
the County of Gloucester that the County Purchasing Agent be authorized to purchase radio 
communications equipment and accessories, installations, removals, re-installation, maintenance, 
and warranties for the Gloucester County Office of Emergency Response from Motorola 
Solutions, Inc. through State Contract #83909, for $700,998.01.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of 
Gloucester held on February 2, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS, 
CLERK OF THE BOARD
Gloucester County N.J.

Statement of Work

For

FULL TIME FIELD TECHNICIAN

January 10, 2022
STATEMENT OF WORK

Description of Services:
The Motorola Field Technician (FT) performs a wide variety of activities associated with maintaining and servicing the Motorola communications network. The FT will reside on site or may also perform some duties remotely, if possible. The FT will be responsible for the diagnosis, repair, maintenance and technical support of the communications network. The FT will communicate the system status with the designated customer and Motorola contacts.

Full Time Field Technician:
The Full Time Field Technician will be available for a 40 hour workweek, during normal business hours, 8 am – 5 pm, except for holidays, vacation, sick days, and training.

Motorola Responsibilities:
The following are typical responsibilities/duties that a Motorola Field Technician may perform.
1. Monitor the system management terminals for alarms and overall system health
2. Troubleshoot and diagnoses system/equipment issues.
3. Manage board and equipment material returns for repair.
4. Perform system repairs in the field.
5. Communicate system repairs and status with the customer and Motorola contacts.
6. Create a punch list of items to resolve and report to the customer when complete.
7. Manage and maintain available spare boards and parts.
8. Conduct start-up, cutover, and checkout activities on newly installed systems.
9. Prepare operating and malfunction reports and associated documentation.
10. Determine applicability of Motorola Technical Notices (MTN) and perform installs as needed.
11. Determine applicability of Motopatches and perform installs as needed.
12. Perform Preventive Maintenance (PM) checks on all equipment once per year.
13. Maintain site security when arriving and leaving facilities.

Customer Responsibilities:
1. Provide appropriate facilities necessary to complete the deliverables in time frames that support the contract. Facilities include but are not limited to:
   - Suitable workspace and workstation to perform contract duties.
   - Facility and/or Security access badges where appropriate and needed.
   - E-mail access to an outside network.
   - Customer network/ peripherals access for use for contract purposes.
   - Remote access to the system.
Gloucester County N.J.

Statement of Work

For

PART TIME SYSTEM MANAGER

January 10, 2022
STATEMENT OF WORK

Description of Services:
The Motorola System Manager (SM) assists in managing a customer’s communications network. The SM may reside on-site as required or may perform some duties remotely, if possible. The SM acts as communications liaison and coordinator of the services listed on the Motorola Service Agreement. The SM serves as the primary Motorola contact who will work closely with the Customer and any other required parties.

Part Time System Manager:
The Part Time System Manager will be available during normal business hours, 8 am – 5 pm, except for holidays, vacation, sick days, and training. For Gloucester County, the Part Time System Manager will be provided as needed but not to exceed 10 days per month.

Motorola Responsibilities:
The following are typical responsibilities/duties that a Motorola System Manager may perform.
1. Ensure services are performed on the system as per the service contract.
2. Monitor the system management terminals for alarms and overall system health.
3. Manage the oversee dispatch of service personnel as required by severity level.
   • Interface with Motorola System Support Center (SSC) as needed.
4. Provide onsite technical support
5. Provide database management and oversight.
   • Perform backups as needed.
6. Provide configuration management of radio programming functions
   • Maintain current radio equipment programming templates
7. Engage additional Motorola resources where needed for special situations.
8. Support the agency’s future expansion and migration needs.
9. Oversee system upgrades to ensure continuity with the minimal system impact.
10. Ensure that all maintenance is performed as non-intrusive and not disruptive to typical day to day operations of the end-users as possible
11. Ensure proper record keeping of maintenance performed.
12. Ensure updates to system documentation when needed.
13. Provide system performance and airtime usage reports as needed

Customer Responsibilities:
1. Provide appropriate facilities necessary to complete the deliverables in time frames that support the contract. Facilities include but are not limited to:
   • Suitable workspace and workstation to perform contract duties
   • Facility and/or Security access badges where appropriate and needed
   • E-mail access to an outside network
   • Customer network/peripherals access for use for contract purposes.
2. Pay any additional costs incurred before, during, or after the deployment that are outside the scope of responsibilities or deliverables outlined within this document.
3. Determine a proper visitation schedule that best suits the Customer and the SM’s availability.
SALES TAX ID # 21-6000660

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>1.00</td>
<td>RADIO COMMUNICATIONS EQUIPMENT &amp; ACCESSORIES, INSTALLATIONS, REMOVALS,</td>
<td>2-01-25-250-001-20370</td>
<td>400,000.000</td>
<td>400,000.00</td>
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<tr>
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<td>RE-INSTALL, MAINTENANCE &amp; WARRANTIES</td>
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<td>COMM CODE - 920-37-085644</td>
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<td>MODEL - SVC015VC207C</td>
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<td>PART TIME SYSTEM MANAGER FOR THE GLoucester COUNTY P25 Radio SYSTEM</td>
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<td>FULL TIME FIELD TECHNICIAN FOR THE GLoucester COUNTY P25 Radio SYSTEM</td>
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<td>ESSENTIAL SERVICE PACKAGE</td>
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<td>EOW SUPPORT</td>
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<td>TOTAL AMOUNT: 700,998.01</td>
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<td>PURCHASE ORDER IN THE AMOUNT OF $400,000.00. BALANCE TO BE ENUMBRED</td>
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<td>UPON APPROVAL OF THE 2022 BUDGET</td>
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</tbody>
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CLAIMANT'S CERTIFICATE & DECLARATION

I do solemnly declare and certify under penalties of the law that the
information is correct in all its particulars; that the articles have been
furnished or services rendered as stated therein; that no bonus has been
given or received by any person within the knowledge of this claimant
in connection with the above claim; that the amount therein stated is
justly due and owing; and that the amount charged is a reasonable one.

X VENDOR SIGN HERE
DATE

RECEIVER'S CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been
received or the services rendered; said certification being based on signed delivery slips
or other reasonable procedures.

DEPARTMENT HEAD
DATE

APPROVAL TO PURCHASE

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

TREASURER / CFO
QUALIFIED PURCHASING AGENT

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ACTION UNIFORM CO., LLC FROM FEBRUARY 3, 2022 TO FEBRUARY 2, 2025 IN AN AMOUNT NOT TO EXCEED $225,000.00 PER YEAR

WHEREAS, the County, after due notice and advertisement, received sealed bids for the supply and delivery of the uniform components for the Gloucester County Departments of Emergency Response; and

WHEREAS, after following proper public bidding procedure, it was determined that Action Uniform Co., LLC, with offices at 3164 Fire Road, Egg Harbor Township, New Jersey 08234 was the only responsive and responsible bidder to perform said services, in an amount not to exceed $225,000.00 per year, from February 3, 2022 to February 2, 2025, as more specifically described in the bid specifications PD-022-002; and

WHEREAS, bids were publicly received and opened on January 11, 2022; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract with Action Uniform Co., LLC, for the supply and delivery of the uniform components for the Gloucester County Departments of Emergency Response, in an amount not to exceed $225,000.00 per year, from February 3, 2022 to February 2, 2025; and

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

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, February 2, 2022 at Woodbury, New Jersey.

ATTEST: COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK OF THE BOARD  FRANK J. DIMARCO, DIRECTOR
CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
ACTION UNIFORM CO., LLC

THIS CONTRACT is made effective the 2ND day of February, 2022, by and between the COUNTY OF GLOUCESTER, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and ACTION UNIFORM CO., LLC, of 3164 Fire Road, Egg Harbor, New Jersey 08234, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, the County, after due notice and advertisement, received sealed bids for the purchase of the supply and delivery of uniform components for the Gloucester County Departments of Emergency Response; and

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

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

TERMS OF AGREEMENT

1. TERM. Contract shall be effective for a three (3) year term, from February 3, 2022 to February 2, 2025.

2. COMPENSATION. Vendor shall be compensated in an amount not to exceed $225,000.00 per year, as per PD-022-002.

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

3. DUTIES OF CONTRACTOR. The specific duties of the Vendor shall as set forth in specifications identified as PD-022-002 which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

Vendor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents.
6. **TERMINATION.** This Contract may be terminated as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

13. **PARTIAL INVALIDITY.** In the event that any provision of this contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this contract.
14. CHANGES. This contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this contract shall be determined by mutual agreement before executing the change involved.

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

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

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

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

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

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

21. CONTRACT PARTS. This contract shall consist of this document, the specifications of PD-022-002 and Vendor’s bid response. If there is a conflict between this Contract and the specification or the bid response, then this Contract and the Specifications shall control.

THIS CONTRACT shall be effective the _____ day of __________, 2022.
IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST: COUNTY OF GLOUCESTER

LAURIE J. BURNS, FRANK J. DIMARCO, DIRECTOR
CLERK OF THE BOARD ACTION UNIFORM CO., LLC

ATTEST:

By:
Title:
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH ALADTEC, INC. FROM JANUARY 1, 2022 TO DECEMBER 31, 2022 IN AN AMOUNT NOT TO EXCEED $40,000.00

WHEREAS, the County has a need to contract for annual subscriptions to the Aladtec Online Employee Scheduling and Workforce Management System used at the COVID-19 Mega Site, EMS, and PSTs; and

WHEREAS, the Gloucester County Department of Emergency Response has recommended that said services be provided by Aladtec, Inc., with offices at 387 Arrow Court, Suite 101, River Falls, WI 54022; and

WHEREAS, the contract is for one (1) year, from January 1, 2022 to December 31, 2022, in an amount not to exceed $40,000.00; and

WHEREAS, notwithstanding the status of this Contract as open-ended, the Treasurer has certified the availability of funds in the amount of $2,332.75 pursuant to C.A.F. No. 22-00204, which amount shall be charged against budget line item #G-02-21-250-200-19212; in the amount of $16,857.00 pursuant to C.A.F. No. 22-00211, which amount shall be charged against budget line item #2-01-25-250-002-20267; and in the amount of $6,256.00 pursuant to C.A.F. No. 22-00316, which amount shall be charged against budget line item #2-01-25-250-001-20370; and

WHEREAS, this service related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to computer systems previously installed in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(dd); and

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester, that the Director of the Board, is authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of contract with Aladtec, Inc. for annual subscriptions to the Aladtec Online Employee Scheduling and Workforce Management System used at the COVID-19 Mega Site, EMS, and PSTs, from January 1, 2022 to December 31, 2022, in an amount not to exceed $40,000.00.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, February 2, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

Laurie J. Burns,
Clerk of the Board
CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
ALADTEC, INC.

THIS CONTRACT is made effective the 2nd day February, 2022, by and between the COUNTY OF GLOUCESTER, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "County," and ALADTEC, INC. with a mailing address of 387 Arrow Court, Suite 101, River Falls, WI 54022 hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there existed a need for the County to contract for annual subscriptions to the Aladtec Online Employee Scheduling and Workforce Management System used at the COVID-19 Mega Site, EMS, and PSTs; and

WHEREAS, the supplies and services related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to existing computer systems in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(dd); and

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

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

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

TERMS OF AGREEMENT

1. TERM. Contract shall be effective upon the execution of contract and Contractor shall complete delivery and all services within a reasonable period of time. The subscription is from January 1, 2021 to December 31, 2021.

2. COMPENSATION. Contractor shall be compensated in an amount not to exceed $40,000.00, based on the number of users.

Contractor shall be paid in accordance with this Contract document upon date of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.
3. **DUTIES OF PARTIES.** The specific duties of the Contractor shall be as set forth in Attachment A, Contractor’s Quotations dated 09/16/21 for EMS, 11/18/21 for PSTs, and 01/25/22 for COVID-19 Mega Site, attached hereto and made a part of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

   F. Termination shall not operate to affect the validity of the indemnification provisions of this contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.
7. **NO ASSIGNMENT OR SUBCONTRACT.** This contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

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

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

10. **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.

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

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This contract shall consist of this document and Contractor’s Quotations. If there is a conflict between this Contract or the Contractor’s Quotations, then this Contract shall control.

   **THIS CONTRACT** shall be effective the _____ day of __________, 2022.

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

   **ATTEST:**

   LAURIE J. BURNS, 
   CLERK OF THE BOARD

   FRANK J. DIMARCO, 
   DIRECTOR

   **ATTEST:**

   ALADTEC, INC.

   By: 
   Title:
ATTACHMENT A
**INVOICE**

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<tr>
<td>Contact Us</td>
<td><a href="mailto:billing@aladtec.com">billing@aladtec.com</a>, 715.690.2301, <a href="mailto:support@aladtec.com">support@aladtec.com</a>, 715.690.2300, <a href="http://www.aladtec.com">www.aladtec.com</a></td>
</tr>
</tbody>
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**Bill To**

County of Gloucester  
Communications Center  
Building B  
1200 N. Delsea Dr.  
Clayton, NJ 08312

<table>
<thead>
<tr>
<th>Description</th>
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<th>Amount</th>
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<tr>
<td>Aladtec Online Employee Scheduling and Workforce Management System: Subscription includes hosting, phone and e-mail support, and upgrades.</td>
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<td>Time Clock Subscription</td>
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<tr>
<td>Sales Tax</td>
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**Payments/Credits**  
$0.00

**Balance Due**  
$16,857.00

**Open Balance**  
$23,113.00

*Payable in US Dollars*

---

NOTE: Future invoices may change as you change the number of users. Beyond that, next year's price will not increase by more than $100 or 5% (whichever is greater). Please budget accordingly.

GST/HST Number: 76718 7347
## INVOICE

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<tr>
<td><a href="mailto:billing@aladtec.com">billing@aladtec.com</a></td>
</tr>
<tr>
<td>715.690.2301</td>
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<tr>
<td><a href="mailto:support@aladtec.com">support@aladtec.com</a></td>
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<td>715.690.2300</td>
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<td><a href="http://www.aladtec.com">www.aladtec.com</a></td>
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**Bill To**
Gloucester County Emergency Response Center
1200 N. Delsea Dr.
Clayton, NJ 08312

### Description
Aladtec Online Employee Scheduling and Workforce Management System: Subscription includes hosting, phone and e-mail support, and upgrades.

Discount applied: $10,040 - $3,824 (grandfathered discount) = $6,216

01/01/2022 through 12/31/2022

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**Sales Tax**

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**NOTE**: Future invoices may change as you change the number of users. Beyond that, next year's price will not increase by more than $100 or 5% (whichever is greater). Please budget accordingly.

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*Payable in US Dollars*
Aladtec, Inc.  
387 Arrow Court, Ste 101  
River Falls, WI 54022

**INVOICE**

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**Contact Us**

billing@aladtec.com  
715.690.2501  
support@aladtec.com  
715.690.2100  
www.aladtec.com

**Bill To**

Gloucester County - COVID Vaccination  
1200 North Delaware Drive  
Clayton, New Jersey 08312  
United States

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<td>$388.75T</td>
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**Payments/Credits**

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GST/HST Number: 76718 7347

*Payable in US Dollars*
## County of Gloucester Purchasing Department

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

### PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS

**NO.** 22-00204

**ORDER DATE:** 01/12/22  
**REQUISITION NO:** R2-00103  
**DELIVERY DATE:**  
**STATE CONTRACT:**  
**ACCOUNT NUM:**

---

### VENDOR

**VENDOR # ALD002**

**VENDOR NAME:** ALD002 INC  
387 Arrow Court  
Suite 101  
River Falls, WI 54022

---

### SALES TAX ID # 21-6000660

---

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<th>ACCOUNT NO.</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
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<tbody>
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<td>1.00</td>
<td>COVID SITE ONLINE SCHEDULE FOR COVID VACCINATION SITE THE PERIOD OF 1/1/2022 THRU 3/31/2022 108 USERS</td>
<td>G-02-21-1250-200-19212 Vaccination Program &amp; Site Expenses</td>
<td>2,332.75</td>
<td>2,332.75</td>
</tr>
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</table>

**TOTAL 2,332.75**

---

### CLAIMANT'S CERTIFICATE & DECLARATION

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particularity and that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing and that the amount charged is a reasonable one.

**X**  
**VENDOR SIGN HERE**

**DATE**

**TAX ID NO. OR SOCIAL SECURITY NO.**

**DATE**

**MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS**

---

### RECEIVER'S CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

**APPROVAL TO PURCHASE**

**DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW**

---

**TREASURER / CFO**

**QUALIFIED PURCHASING AGENT**

---

**MAIL VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**
<table>
<thead>
<tr>
<th>QTY/UNIT</th>
<th>DESCRIPTION</th>
<th>ACCOUNT NO.</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
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</thead>
<tbody>
<tr>
<td>1.00</td>
<td>INVOICE# 2021-2979 EMS ONLINE SCHEDULE AND TIME CLOCK SUBSCRIPTION.</td>
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<td>16,857.0000</td>
<td>16,857.00</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>TOTAL</td>
</tr>
</tbody>
</table>

**CLAIMANT'S CERTIFICATE & DECLARATION:**
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person within the knowledge of this claim in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**RECEIVER'S CERTIFICATION:**
I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

**APPROVAL TO PURCHASE:**
DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

**MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS**
<table>
<thead>
<tr>
<th>QTY/UNIT</th>
<th>DESCRIPTION</th>
<th>ACCOUNT NO.</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td>ONLINE EMPLOYEE SCHEDULING AND WORKFORCE MANAGEMENT SYSTEM, INCLUDES HOSTING, PHONE &amp; EMAIL SUPPORT, UPGRADES</td>
<td>2-01-25-250-001-20370 Equipment Svc Maintenance Agreements</td>
<td>6,256.0000</td>
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</table>

<table>
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<th>QTY/UNIT</th>
<th>DESCRIPTION</th>
<th>ACCOUNT NO.</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**CLAIMANT'S CERTIFICATE & DECLARATION**
I do solemnly declare and certify under penalties of the law that the within bill is correct to all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

**RECEIVER'S CERTIFICATION**
I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

**APPROVAL TO PURCHASE**
DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

**TREASURER / CFO**

**QUALIFIED PURCHASING AGENT**

MAIL VOUCHER WITH INVOICE TO THE 'SHIP TO' ADDRESS

VOUCHER COPY - SIGN AT X AND RETURN FOR PAYMENT
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH EVERBRIDGE, INC. FROM JANUARY 1, 2022 TO DECEMBER 31, 2022 FOR $56,050.43

WHEREAS, the County of Gloucester has a need for computer software and support services for the Mass Notification System; and

WHEREAS, the Gloucester County Office of Emergency Response has recommended that said services be provided by Everbridge, Inc., with offices at 155 North Lake Avenue, Suite 900, Pasadena, California 91101, from January 1, 2022 to December 31, 2022, for $56,050.43; and

WHEREAS, the Treasurer of Gloucester County has certified the availability of funds in the amount of $56,050.43, pursuant to CAF No. 22-00368, which amount shall be charged against budget line item #2-01-25-250-001-20370; and

WHEREAS, the service related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to existing security systems previously installed in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(dd); and

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

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 and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract between the County of Gloucester and Everbridge, Inc., from January 1, 2022 to December 31, 2022, for $56,050.43.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, February 2, 2022 at Woodbury, New Jersey.

ATTEST:

COUNTY OF GLOUCESTER

Laurie J. Burns, Clerk of the Board

Frank J. Dimarco, Director
CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
EVERBRIDGE, INC.

THIS CONTRACT is made effective the 2ND day of February, 2022, by and between the
COUNTY OF GLOUCESTER, a body politic and corporate, with offices in Woodbury, New
Jersey, hereinafter referred to as "County", and EVERBRIDGE, INC., with offices at 155
North Lake Avenue, Suite 900, Pasadena, California 91101, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, the County of Gloucester has a need to for computer software and support
services for the Mass Notification System; and

WHEREAS, this service related to this contract is an expansion and ultimately the
support and maintenance of proprietary hardware and software which is integrally related to
existing security systems previously installed in the County and is an exception to the Local
Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(dd); and

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

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

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

TERMS OF AGREEMENT

1. TERM. The contract shall be for the period of one year, from January 1, 2022 to
December 31, 2022.

2. COMPENSATION. Vendor shall be compensated pursuant to Attachment A, attached
hereto, in the total contract amount of $56,050.43.

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

- 1 -
Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

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

3. **DUTIES OF PARTIES.** The specific duties of the Vendor shall be as set forth in Attachment A, *Everbridge Quotation # Q-83353*, dated September 23, 2021, which is attached hereto and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the vendor’s proposal.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. **CHANGES.** This Contract may be modified by change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
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 agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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

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

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

19. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of the County and Vendor’s Quotation # Q-83353, dated September 23, 2021, attached hereto as Attachment A. If there is a conflict between this Contract and the specification or the Vendor’s response, then this Contract and the Specifications shall control.

**THIS CONTRACT** is dated this 2nd day of February, 2022.

- 5 -
IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:                      COUNTY OF GLOUCESTER

Laurie J. Burns,
Clerk of the Board

Frank J. DiMarco, Director

ATTEST:

Everbridge, Inc.

By:

Title:
ATTACHMENT A
**Quotation**

**Prepared for:**
Jay Jones  
Gloucester County, NJ  
1200 N Delaware Dr  
Clayton, NJ 08312-1000  
United States  
Ph: (856) 367-7915  
Fax: (856) 883-5863  
Email: jones@co.gloucesternj.us

**Quota #:** Q-83353  
**Date:** 9/23/2021  
**Expires On:** 12/31/2021  
**Confidential**

**Salesperson:** Matt Severance  
**Phone:**  
**Email:** matt.severance@everbridge.com

---

**Contract Summary Information:**

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<tr>
<th>Contract Period:</th>
<th>12 Months</th>
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<td>Contract Start Date:</td>
<td>1/1/2022</td>
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<tr>
<td>Contract End Date:</td>
<td>12/31/2022</td>
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**Contact Summary:**

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<tbody>
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<td>Employee Count:</td>
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**Qty** | **Description** | **Price** |
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<tbody>
<tr>
<td>1</td>
<td>Mass Notification Pro</td>
<td>USD 44,050.43</td>
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<tr>
<td>1</td>
<td>Everbridge CAD Package</td>
<td>USD 0.00</td>
</tr>
<tr>
<td>12</td>
<td>500,000 Global Message Credits</td>
<td>USD 12,000.00</td>
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<tr>
<td>1</td>
<td>Calculated Set Up Fee</td>
<td>USD 0.00</td>
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**Pricing Summary:**

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<tr>
<td>One-time Implementation and Setup Fees:</td>
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<tr>
<td>Professional Services:</td>
<td>USD 0.00</td>
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<tr>
<td>Total Year One Fees Due:</td>
<td>USD 56,050.43</td>
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**Messaging Credit Amount:**

<table>
<thead>
<tr>
<th>Year One Credit:</th>
<th>12,000,000</th>
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</table>
1. Quote subject to the terms and conditions of the Master Services Agreement, including any amendments, executed between Everbridge, Inc. and the customer listed above.

2. Messaging Credits listed above can be used for Notifications and expire at the end of each year. Consumption of Messaging Credits in excess of these amounts in any year will incur additional charges.

3. Subject to sales taxes where applicable.

4. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Master Service Agreement.

Supplemental Notes:
6,000,000 additional GMC's added to last year renewal and renewing the 6,000,000 added last year to this year renewal for a total GMC count of 12,000,000

Authorized by Everbridge:

Signature: ___________________________

Name (Print): _______________________

Title: ______________________________

Date: _______________________________

To accept this quote, sign, date and return:

Signature: __________________________

Name (Print): _______________________

Title: ______________________________

Date: _______________________________

October 28, 2021

155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
Tel: +1-818-230-9700
Fax: +1-818-230-6505

THANK YOU FOR YOUR BUSINESS!

Page 2 of 2
## Purchase Order / CAF Certificate Availability Funds

**Order Date:** 01/18/22  
**Requisition No.:** R2-00262  
**Delivery Date:**  
**State Contract:** Proprietary  
**Account Num.:**  

**Vendor:** EVERBRIDGE, INC.  
**Ship TO:** EVERBRIDGE, INC.  
**Attn:** ACCOUNTS RECEIVABLE  
**Address:** 155 North Lake Ave., Suite 900  
**City:** Pasadena, CA 91101  
**Sales Tax ID #:** 21-6000660

### Sales Tax ID # 21-6000660

<table>
<thead>
<tr>
<th>QTY/UNIT</th>
<th>Description</th>
<th>Account No.</th>
<th>Unit Price</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td>Mass Notification Pro for Gloucester County EVERBRIDGE CAD Package</td>
<td>2-01-25-250-001-20870</td>
<td>44,050.4300</td>
<td>44,050.43</td>
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<tr>
<td>12.00</td>
<td>500,000 Global Message Credits Calculated Set Up Fee</td>
<td>2-02-25-250-001-20970</td>
<td>1,000.0000</td>
<td>12,000.00</td>
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</tbody>
</table>

**Quote #:** Q-83353  
**Service Period:** 1/1/22 - 12/31/22  

**Total:** 56,050.43

---

**Claimant’s Certificate & Declaration:**  
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**Vendor Sign Here:**  
**Date:**

**Tax ID No. or Social Security No.:**  
**Date:**

**Mail Voucher With Invoice To The “Ship To” Address**

---

**Receivers Certification:**  
I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

**Approval To Purchase:**  
DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

**Treasurer / CFO:**  
**Date:**

**Qualified Purchasing Agent:**  
**Date:**

---

**Voucher Copy - Sign at X and Return For Payment**
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH PROPHOENIX CORPORATION FOR $242,840.12

WHEREAS, the County has a need to contract for the purchase of annual maintenance & support including but not limited to HERE Map Annual Subscription, (6) New Jersey Fire Code Books Updated, Phoenix Annual Maintenance and Support- CAD, RMS, Mobile, Fire RMS; WDA App Server Licensing; ComTelk Toner Interface; LINX Interface, Rapid SOS Portal Enhanced Interface; and Text2Dispatch Interface; and

WHEREAS, the Gloucester County Department of Emergency Response has recommended that said services be provided by ProPhoenix Corporation, 502 Pleasant Valley Avenue, Suite 1, Moorestown, New Jersey 08057; and

WHEREAS, the contract is for a total amount of $242,840.12, from January 1, 2022 to December 31, 2022; and

WHEREAS, the Treasurer of the County of Gloucester has certified the availability of funds in the amount of $242,840.12, pursuant to C.A.F. No. 22-00367, which shall be charged against budget item 2-01-25-250-001-20370; and

WHEREAS, this service related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to computer systems previously installed in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(dd); and

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester, that the Director of the Board, is authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of contract with ProPhoenix Corporation for the purchase of annual maintenance and support, for $242,840.12.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on February 2, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
PROPHOENIX CORPORATION

THIS CONTRACT is made effective the 2nd day of February, 2022, by and between the COUNTY OF GLOUCESTER, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and PROPHOENIX CORPORATION, with a mailing address of 502 Pleasant Valley Avenue, Suite 1, Moorestown, New Jersey 08057, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, the County has a need to contract for the purchase of annual maintenance & support including but not limited to HERE Map Annual Subscription, (6) New Jersey Fire Code Books Updated, Phoenix Annual Maintenance and Support- CAD, RMS, Mobile, Fire RMS; WDA App Server Licensing; ComTekk Toner Interface; LINX Interface, Rapid SOS Portal Enhanced Interface; and Text2 Dispatch Interface; and

WHEREAS, the supplies and services related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to existing computer systems in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(dd); and

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

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

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

TERMS OF AGREEMENT

1. TERM. The contract shall be for the period of one year, from January 1, 2022 to December 31, 2022.

2. COMPENSATION. Vendor shall be compensated in a total contract amount of $242,840.12 as per Vendor’s Invoice # 2022017, dated October 27, 2021.

- 1 -
Vendor shall be paid in accordance with this contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

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

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in Vendor’s Invoice #2022017, dated October 27, 2021, attached hereto as Attachment A, which are incorporated in its entirety and made a part of this contract. Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this contract to comply with, all of the requirements of any specifications, which may have been issued by the County of Gloucester in connection with the work to be performed.

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

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

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

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

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

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

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

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

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

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

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

   C. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.
D. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor.

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

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

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

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

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

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

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

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

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

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

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

16. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor’s services.

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

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

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

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

21. **CONTRACT PARTS.** This contract shall consist of this document, Vendor’s Invoice # 2022017, dated October 27, 2021. If there is a conflict between this Contract and Vendor’s Invoice and Proposals, then this Contract shall control.

**THIS CONTRACT** is made effective the 2nd day of February, 2022.

**IN WITNESS WHEREOF**, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and 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

Frank J. DiMarco, Director

**PROPHOENIX CORPORATION**

Attest:

By:

Title:
# Invoice

**ProPhoenix Corporation**  
592 Pleasant Valley Ave, Ste 1  
Moorestown, NJ 08057  
Phone #: 609-953-6850  
Web: www.prophoenix.com

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**Bill To**  
Gloucester County Emergency Services  
1200 N Delsea Dr  
Clayton, NJ 08312  
Attn: Director Thomas Butts  
Email: tbutts@ocgovernor.nj.us

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<tr>
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<th>Description</th>
<th>Qty</th>
<th>Rate</th>
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**Total**  
$242,840.12

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**Payments/Credits**  
$0.00

**Balance Due**  
$242,840.12

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*Please note checks payable to "ProPhoenix".*  
*For Billing inquiries, please contact your Project Manager or Jeff Poll at extension 33 or email: jpoll@prophoenix.com. It's been a pleasure working with you!*
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<th>ACCOUNT NO.</th>
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<td>NDA APP SERVER LICENSING</td>
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<td></td>
<td>CONTEXX TONER INTERFACE</td>
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<td></td>
</tr>
<tr>
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<td>LINK INTERFACE SUPP. (NORTHROP GRUMMAN)</td>
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<td>RAPID SOS PORTAL ENHANCED INTERFACE</td>
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<td>DATED: 10/27/2021</td>
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</table>

**TOTAL** 242,840.12

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**CLAIMANT’S CERTIFICATE & DECLARATION**

I do solemnly declare and verify under penalties of the law that the bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**RECEIVER’S CERTIFICATION**

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

**APPROVAL TO PURCHASE**

**DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW**

---

**MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS**

---

**VOUCHER COPY SIGN AT X AND RETURN FOR PAYMENT**
POLITICAL CONTRIBUTION DISCLOSURE CERTIFICATION
Contracting Agency: County of Gloucester

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

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

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

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

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Recipient’s Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>NONE</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
By signing below, you are certifying that the information you have provided is accurate, and that you are aware that if you have made any misrepresentation in this certification, then you and/or your business entity will be liable for any penalty permitted under the law.

Name of Business Entity: ProPhoenix Corporation

Signed: ___________________________ Title: Executive Vice President
Print Name: Jeffrey Reit ___________________________ Date: 01-18-2022

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

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

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

c. As used in this section:

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

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

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

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

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

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

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

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

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

Name of Business Entity: ProPhoenix Corporation
Signed: [Signature] Title: Executive Vice President
Print Name: Jeffrey Reit Date: 01-18-2022

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

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

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

19:44A-20.7. Definitions

As used in sections 2 through 12 of this act:

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

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

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

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

19:44A-20.8. Duty to report contributions

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

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

19:44A-20.9. Repayment of contribution

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

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

A business entity which is determined by the Election Law Enforcement Commission to have willfully and intentionally made a contribution or failed to reveal a contribution in violation of this act may be liable to a penalty of up to the value of its contract with the public entity and may be debarred by the State Treasurer from contracting with any public entity for up to five years.
RESOLUTION AUTHORIZING ALL NECESSARY STATE-MANDATED PAYMENTS FROM THE DIVISION OF SOCIAL SERVICES "ASSISTANCE ACCOUNT" AS REQUIRED BY THE STATE TEMPORARY ASSISTANCE TO NEEDY FAMILIES AND FEDERAL SUPPLEMENTAL SECURITY INCOME PROGRAMS

WHEREAS, the Temporary Assistance to Needy Families (TANF) Program exists under Work First New Jersey laws, and includes payments made on a case-by-case, as-needed basis for the benefit of qualifying families for such purposes as emergency housing in shelters and motels, rental assistance, transportation, and furniture and household items; and

WHEREAS, the State and Federal Government provides ninety-five percent (95%) of the funds for such payments and requires the County to provide five percent (5%); and

WHEREAS, the Supplemental Security Income (SSI) Program is a Federal program administered by the State, that provides benefits to certain elderly and disabled persons, and includes funds for burials and emergency assistance, and quarterly "State supplement to SSI payments" funds; and

WHEREAS, the State initially provides seventy-five percent (75%) of such SSI funds and requires the County to provide twenty-five percent (25%), all of which share is ultimately refunded to the County by the State; and

WHEREAS, funds that must be paid or advanced by the County under the TANF and SSI programs are placed in the County Division of Social Services (DSS) "Assistance Account", and, as the DSS is the agency that administers the County's obligations under the TANF and SSI programs, it is the appropriate agency to make required payments from said account; and

WHEREAS, in anticipation of required 2022 funds, the amount of $542,747.00 will be allocated to the Assistance Account; however, neither the actual amount or purpose of any given payment, nor the actual total amount can be determined beforehand, and thus, the total amount is subject to change, and the DSS shall remain obligated to make such payments as required by State law regardless of the total amount.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the County Division of Social Services be and is hereby authorized to make all necessary payments from its "Assistance Account" as-needed, to fulfill the County's obligations under the Work First New Jersey, Temporary Assistance to Needy Families Program and the Supplemental Security Income Program.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on February 2, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION AUTHORIZING THE AWARD OF CONTRACTS WITH NAP, INC. T/A MAYFAIR MOTEL IN AN AMOUNT NOT TO EXCEED $36,000.00 AND SHREE JAI GANESH CORP. T/A PRIMROSE MOTEL IN AN AMOUNT NOT TO EXCEED $4,000.00 FROM JANUARY 1, 2022 TO DECEMBER 31, 2022

WHEREAS, the County requested proposals via RFP# 022-022 from interested contractors for the provision of emergency shelter and motel placements during code blue declarations; and

WHEREAS, the evaluation, based on the established criteria, concluded that Nap, Inc. t/a Mayfair Motel, with offices at 2941 Blackhorse Pike Rt. 42 South, Sicklerville, New Jersey 08081, submitted one of two of the most advantageous proposals and the contract shall be in an amount not to exceed $36,000.00, from January 1, 2022 to December 31, 2022; and

WHEREAS, the evaluation, based on the established criteria, concluded that Shree Jai Ganesh Corp. t/a Primrose Motel, with offices at 301 Route 169 South, Turnersville, New Jersey 08012, submitted one of two of the most advantageous proposals and the contract shall be in an amount not to exceed $4,000.00, from January 1, 2022 to December 31, 2022; and

WHEREAS, the contracts are therefore open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. The continuation of this contract beyond the first three (3) months of each year is conditioned upon the approval of the annual Gloucester County budget.

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 to attest to the contracts for the provision of emergency shelter and motel placements during code blue declarations, from January 1, 2022 to December 31, 2022, with Nap, Inc. t/a Mayfair Motel, in an amount not to exceed $36,000.00 and Shree Jai Ganesh Corp. t/a Primrose Motel, in an amount not to exceed $4,000.00; and

BE IT FURTHER RESOLVED, that these services are provided on an as needed basis and are therefore open-ended; before any purchase is made a certification must be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase; and identifying the line item in the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on February 2, 2022 at Woodbury, New Jersey.

ATTEST: COUNTY OF GLOUCESTER

LAURIE J. BURNS, FRANK J. DIMARCO, DIRECTOR
CLERK OF THE BOARD
CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
NAP, INC. T/A MAYFAIR MOTEL

THIS CONTRACT is made effective this 2nd day of February, 2022, by and between the
COUNTY OF GLOUCESTER, a body politic and corporate, with offices in Woodbury, New
Jersey, hereinafter referred to as "County", and NAP, INC. T/A MAYFAIR MOTEL, with
offices at 2941 Blackhorse Pike Rt. 42 South, Sicklerville, New Jersey 08081, hereinafter
referred to as "Contractor".

RECITALS

WHEREAS, there is a need by Gloucester County to contract for the provision of
emergency shelter and motel placements during code blue declarations; and

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

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

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

TERMS OF AGREEMENT

1. TERM. The term of the contract shall be from January 1, 2022 to December 31, 2022.

2. COMPENSATION. Contractor shall be paid an amount not to exceed $36,000.00, in
accordance with the below approved per diem rate payments:

<table>
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<th>Emergency Assistance Allowable Code Blue Placement Rates Per Day:</th>
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<tr>
<td>5 Persons / 1 room</td>
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</tr>
</tbody>
</table>

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

-1-
Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment. It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the RFP# 022-022, and Contractor’s responsive 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 this Contract to comply with, all of the requirements set out in RFP# 022-022.

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

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

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

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

   The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.
The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

   A. Pursuant to the termination provisions set forth in RFP# 022-022, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

10. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

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

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

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

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

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

17. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

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

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.
20. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

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

22. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of RFP# 022-022 and Contractor’s proposal. If there is a conflict between this Contract and the specifications or the proposal, then this Contract and the specifications shall control.

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

**ATTEST:**

Laurie J. Burns,  
Clerk of the Board

Frank J. Dimarco,  
Director

**COUNTY OF GLOUCESTER**

**ATTEST:**

NAP, Inc. T/A Mayfair Motel

Name:
Title:
CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
SHREE JAI GANESH CORP. T/A PRIMROSE MOTEL

THIS CONTRACT is made effective the 2nd day of February, 2022, by and between the
COUNTY OF GLOUCESTER, a body politic and corporate, with offices in Woodbury, New
Jersey, hereinafter referred to as "County", and SHREE JAI GANESH CORP. T/A
PRIMROSE MOTEL, with offices at 301 Route 168 South, Turnersville, New Jersey 08012,
hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there is a need by Gloucester County to contract for the provision of
emergency shelter and motel placements during code blue declarations; and

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

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

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

TERMS OF AGREEMENT

1. TERM. The term of the contract shall be from January 1, 2022 to December 31, 2022.

2. COMPENSATION. Contractor shall be paid an amount not to exceed $4,000.00, in
accordance with the below approved per diem rate payments:

Emergency Assistance Allowable Code Blue Placement Rates Per Day:

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

- 1 -
Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment. It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the RFP# 022-022, and Contractor’s responsive 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 this Contract to comply with, all of the requirements set out in RFP# 022-022.

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

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

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

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

   The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.
The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

A. Pursuant to the termination provisions set forth in RFP# 022-022, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

10. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

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

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

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

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

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

17. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

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

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.
20. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

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

22. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of RFP# 022-022 and Contractor's proposal. If there is a conflict between this Contract and the specifications or the proposal, then this Contract and the specifications shall control.

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

ATTEST:  

Laurie J. Burns,  
Clerk of the Board

Frank J. Dimarco,  
Director

ATTEST:  

Shree Jai Ganesh Corp. T/A  
Primrose Motel

Name:  
Title:
RESOLUTION AUTHORIZING THE FY2023 MUNICIPAL ALLIANCE GRANT APPLICATION AND ANNUAL PLAN TO THE GOVERNOR’S COUNCIL ON ALCOHOLISM AND DRUG ABUSE FROM JULY 1, 2022 TO JUNE 30, 2023 IN THE AMOUNT OF $177,815.00

WHEREAS, approval is required from the County Commissioners to authorize submission of a grant application and Annual Plan for the FY2023 Gloucester County Municipal Alliance Grant to the Governor’s Council on Alcoholism and Drug Abuse and the continued funding of the Municipal Alliance Programs; and

WHEREAS, the grant application will establish funding in the amount of $177,815.00 for the Municipal Alliance Programs in the 23 participating municipalities during a 12-month fiscal year from July 1, 2022 to June 30, 2023; and

WHEREAS, the total grant award of $177,815.00 includes the County’s cost of administration in the amount of $70,000.00 and $107,815.00 for countywide municipal prevention services; and

WHEREAS, the County will designate funding to each municipality by way of an agreement with the requirement of each respective municipality to provide a 25% cash match and a 75% in-kind contribution for proposed services; and

NOW, THEREFORE, BE IT RESOLVED, by the Gloucester County Board of County Commissioners that the grant application and Annual Plan with the State of New Jersey’s Governor’s Council on Alcoholism and Drug Abuse for the FY2023 Gloucester County Municipal Alliance Grant in the amount of $177,815.00, is hereby authorized for the grant period from July 1, 2022 to June 30, 2023, and that the Director of the Board or his designee is authorized to execute any documents and furnish any information which may be necessary relative to said grants; and

BE IT FURTHER RESOLVED, that the Board of County Commissioners hereby confirms that the County shall comply with all applicable regulations of the granting authority, provide any necessary assurances as may be required, and designate the County Department of Health and Human Services with the responsibility of grant implementation.

ADOPTED at a regular meeting of the Gloucester County Board of County Commissioners held on Wednesday, February 2, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
GRANT REQUEST FORM

DATE: 1-23-22

1. TYPE OF GRANT
   NEW GRANT  X - RENEWAL/CONTINUATION FROM PREVIOUS

2. GRANT TITLE: GLOUCESTER COUNTY MUNICIPAL ALLIANCE PROGRAM

3. GRANT TERM: FROM: 7/1/22 TO 6/30/23

4. DATE APPLICATION DUE TO GRANTOR: February 28, 2023

5. CFDA NUMBER: 

6. STATE GRANT NUMBER: 

7. COUNTY DEPARTMENT: Department of Health, Senior/Disability Services

8. DEPT. CONTRACT PERSON & PHONE NUMBER: MaryBeth Monroe 856-384-6887

9. NAME OF FUNDING AGENCY: NJ Governor's Council on Alcoholism and Drug Abuse

10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): To accept funding from the NJ Governor's Council on Alcoholism and Drug Abuse for the Municipal Alliance Program and to support the position of the Municipal Alliance Coordinator

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

12. INDIRECT COST (IC) RATE ___ %

13. IC CHARGED TO GRANT: $

14. FINANCIAL:

   REQUESTED  MANDATED

   GRANT FUNDS: $177,815.00

   CASH MATCH: $0
IN-KIND MATCH $ 0
(Attached Documentation)
TOTAL PROGRAM BUDGET $177,815.00

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): $116,557
TOTAL OTHER EXPENSES (b): $107,815
TOTAL FRINGE (c): $67,707.26

TOTAL PROGRAM COST (d): $292,080.
TOTAL GRANT FUNDING (e): $177,815
TOTAL COUNTY FUNDING (f): $114,265

DEPT. HEAD: [Signature]

DATE: 1/4/2022

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

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

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

***IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN
EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRAnteES.
BUDGET AMENDMENT FORM

INCLUDE GRANT AGREEMENT AND/OR COMMITMENT LETTER, ATTACH (AMENDED) BUDGET PAGE WITH COUNTY BUDGET EXPENDITURE EXPLANATIONS (C-2 FORM) AND CODE NUMBER (PER BUDGET MANUAL).

DATE: 1/13/22

1. GRANT TITLE: Gloucester County Municipal Alliance Program

2. DEPARTMENT: Department of Health, Senior and Disability Services

3. GRANT ID NUMBER: STATE:

   FEDERAL:

4. FUNDING AGENCY CONTACT PERSON: Kimberly Rodriguez

5. FUNDING AGENCY PHONE NUMBER: 609-885-6644

6. GRANT AMOUNT: $177,815.00

7. A. CASH MATCH AMOUNT: 0

   (Attach mandated documentation)

   B. IN-KIND MATCH: 0

   C. MODIFICATION AMOUNT

   D. NEW TOTAL: $177,815.00

8. CONTRACT PERIOD: FROM: 7/1/22 TO: 6/30/23

9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE:

   REIMBURSEMENT: MONTHLY

   QUARTERLY: X

   END OF CONTRACT:

   OTHER (EXPLAIN)

10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES X NO

    ARE THEY MONTHLY X QUARTERLY END OF CONTRACT

    LIST DATES REPORTS ARE DUE: 10/15/22, 1/15/23, 4/15/23 and 8/31/23
11. WILL THIS GRANT HAVE ANY SUB-GRAnteES? YES X NO
(IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING SENT OUT FOR RFP'S)

12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES X NO
EXPLAIN: Grant is mandated by NJ Legislation 1989 chapter 51.

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION:

TO AUTHORIZE AND ACCEPT GRANT FUNDS FROM THE NJ GOVERNOR'S COUNCIL ON ALCOHOLISM AND DRUG ABUSE THAT WILL FUND MUNICIPAL ALLIANCE SUBSTANCE ABUSE PREVENTION PROGRAMS IN THE AMOUNT OF $177,815.00 WITH $70,000 DESIGNATED TOWARD THE SALARY OF THE COUNTY ALLIANCE COORDINATOR FROM JULY 1, 2022 TO JUNE 30, 2023

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

DEPARTMENT HEAD: __________________________
Signature: __________________________

DATE: ____________

Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: __________________________

DATE RECEIVED BY BUDGET OFFICE: __________________________

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. __________________________
Signature: __________________________

2. __________________________
Signature: __________________________

Revised: 9/26/05
# 2022-2023 Gloucester County Budget
## Other Expenses Request Explanations

### 2022-2023 Municipal Alliance Grant

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>101</td>
<td>Reg. Salaries</td>
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<td>299</td>
<td>Other Outside Services</td>
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<td><strong>Total</strong></td>
<td></td>
<td>$177,815</td>
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Form C-2
Department Code 331
Submission Date
Revision Date

Department: Department of Health, Senior and Disability Services
Division of Disability Services
## County Alliance/DEDR Fiscal Summary for DCA

<table>
<thead>
<tr>
<th>Name of Municipality</th>
<th>Amount of Funding</th>
<th>25% Cash Match</th>
<th>75% In-Kind Match</th>
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<td>$750</td>
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<tr>
<td>Franklin</td>
<td>$4,000</td>
<td>$1,000</td>
<td>$3,000</td>
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<tr>
<td>Mastic/Harrison</td>
<td>$6,500</td>
<td>$1,625</td>
<td>$4,850</td>
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<td>Harrison</td>
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<td>East Greenwich</td>
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<tr>
<td>Elk/Franklin</td>
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<td>Glassboro</td>
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<td>Greene</td>
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<tr>
<td>Mastic/Harrison</td>
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<td>$4,875.00</td>
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<td>Westville</td>
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<td>Woodbury</td>
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<td>Woodbury Hts.</td>
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<td>Woolwich</td>
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<td><strong>SUB-TOTAL</strong></td>
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<td>County Coordination</td>
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<tr>
<td>Countywide Activities</td>
<td>$8,015.00</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$177,815.00</strong></td>
<td><strong>$24,950.00</strong></td>
<td><strong>$74,850.00</strong></td>
</tr>
</tbody>
</table>
September 17, 2021

Judith Tobia Johnson
Gloucester County Addiction Services
115 Budd Blvd.
PO Box 337
Woodbury, NJ 08096

Dear Judith Tobia Johnson:

The Governor’s Council on Alcoholism and Drug Abuse (GCADA) is announcing its intention to provide a grant to Gloucester County for the Fiscal Year (FY) 2023 Alliance to Prevent Alcoholism and Drug Abuse Program. The allocation for FY 2023 per formula from the Drug Enforcement Demand Reduction (DEDR) Fund, including coordination funds, is $177,815.00.

The grant period will begin July 1, 2022 and continue through June 30, 2023. This letter of intent is contingent upon the availability of funds and is subject to the rules of the New Jersey Department of Treasury.

County coordination funds are included in your funding formula award. Counties may take up to 15% of their DEDR award with a minimum of $70,000. The total amount of coordination funds available for your county for FY 2023 is $70,000. County spending plans will be approved by the GCADA in accordance with established grant guidelines.

Up to 5% of DEDR funds up to a maximum of $20,000, may be used for countywide activities. These activities should focus on training for the Municipal Alliances and community partners. The trainings and activities chosen must benefit the county-at-large and are held at the County’s discretion. The maximum amount of countywide training funds available for your county for FY 2023 is $8,890.75.

Counties will only be permitted to contract with Municipal Alliances that attended the required GCADA trainings on the needs assessment and strategic planning process. Refer to the
enclosed "Guidelines for Distributing Funds from Non-Participating Municipalities" for assistance with reallocating funds from municipalities that are not participating for FY 2023.

All funds will be reimbursed to the counties after receipt and acceptance of the required expenditure reports, programmatic reports and vouchers including supporting backup documentation.

The submission and approval of the County Alliance Plan, including a detailed budget for county coordination and countywide activities, will be required to access these funds. Plans must be submitted to GCADA by February 28, 2022. Plans received past the due date will not be assured of approval by July 2022.

Please be advised that no County Alliance Plan will be reviewed or presented to the full Council for approval if the County is not up to date with its expenditure and programmatic reports for the prior grant term.

The County’s continued cooperation and support are appreciated.

Sincerely,

[Signature]

Celina Levy
Executive Director

C: Mary Beth Monroe, Gloucester County Alliance Coordinator
   Kimberly Rodriguez
   Sara Thode
<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Salary</th>
<th>Fringe</th>
<th>Grant Funds</th>
<th>County Funds</th>
<th>Total Funds</th>
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<tr>
<td>Marybeth Monroe</td>
<td>Coordinator</td>
<td>$ 116,557</td>
<td>58.09%</td>
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**Other Expenses**

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<th>County Funds</th>
<th>Total OE</th>
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**Total Program Cost**

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<tr>
<th>Grant</th>
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<th>Total</th>
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<td>$ 234,265</td>
<td>$ 292,080</td>
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**Grant Funding History**

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<td>OE</td>
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<td>$ 177,815.00</td>
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<td>$ -</td>
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</table>
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH CENTER FOR FAMILY SERVICES, INC. FROM JANUARY 1, 2022 TO DECEMBER 31, 2024 IN AN AMOUNT NOT TO EXCEED $89,605.00 PER YEAR

WHEREAS, the County requested proposals via RFP# 022-017 for the provision of mentoring/coaching youth on probation to remain in compliance with the conditions of their probation and rewarding positive behavior by facilitating enrichment trips and activities which involve their families in healthy activities; and

WHEREAS, Center for Family Services, Inc., with offices at 584 Benson Street, Camden, New Jersey 08103, submitted the only proposal, and the evaluation concluded that based on their proposal a contract would be advantageous for the specified services and objectives; and

WHEREAS, the contract shall be in an amount not to exceed $89,605.00 per year contingent on funding availability, from January 1, 2022 to December 31, 2024; and

WHEREAS, the contract is therefore open-ended, which does not obligate the County of Gloucester to make any purchase, and, therefore, no Certificate of Availability of Funds is required at this time. The continuation of this contract beyond the first three (3) months of each year is conditioned upon the approval of the annual Gloucester County budget.

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 to attest to a contract with Center for Family Services, Inc., for the provision of mentoring/coaching youth on probation to remain in compliance with the conditions of their probation and rewarding positive behavior of probationers by facilitating enrichment trips and activities which involve their families in healthy activities, from January 1, 2022 to December 31, 2024, in an amount not to exceed $89,605.00 per year, contingent on funding availability; and

BE IT FURTHER RESOLVED, that these services are provided on an as needed basis and are therefore open-ended; before any purchase is made a certification must be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase; and identifying the line item in the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, February 2, 2022 at Woodbury, New Jersey.

ATTEST:  COUNTY OF GLOUCESTER

LAURIE J. BURNS,  FRANK J. DIMARCO, DIRECTOR
CLERK OF THE BOARD
CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
CENTER FOR FAMILY SERVICES, INC.  

THIS CONTRACT is made effective this 2\textsuperscript{nd} day of February, 2022, by and between the COUNTY OF GLOUCESTER, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and CENTER FOR FAMILY SERVICES, INC., with offices at 584 Benson Street, Camden, New Jersey 08103, hereinafter referred to as "Contractor".  

RECITALS  

WHEREAS, there is a need by Gloucester County to contract for the provision of mentoring/coaching you to remain in compliance with the conditions of their probation and rewarding positive behavior of probationers by facilitating enrichment trips and activities which involve their families in healthy activities. Included will be providing youth with transportation to probation appointments, evaluations, enrichment activities and trips; and  

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

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

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

TERMS OF AGREEMENT  

1.  

TERM. The term of the contract shall be from January 1, 2022 to December 31, 2024.  

2.  

COMPENSATION. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor’s proposal, which was submitted in response to the County’s Request for Proposal # 022-010. The proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed $89,605.00 per year, contingent on the availability of funding.  

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

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.
It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the RFP# 022-017, and Contractor’s responsive 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 this Contract to comply with, all of the requirements set out in RFP# 022-017.

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

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

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

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

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

The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.
5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

   A. Pursuant to the termination provisions set forth in RFP# 022-017, which are specifically referred to and incorporated herein by reference.

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

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

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

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

   F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.
7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

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

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

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

10. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

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

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

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

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

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

17. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

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

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.
20. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

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

22. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of RFP# 022-017 and Contractor's proposal. If there is a conflict between this Contract and the specifications or the proposal, then this Contract and the specifications shall control.

   **THIS CONTRACT** shall be effective the 2nd day of February, 2022.

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

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**ATTEST:**

<table>
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<tr>
<th>COUNTY OF GLOUCESTER</th>
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| LAURIE J. BURNS,     |
| CLERK OF THE BOARD   |

| FRANK J. DIMARCO,    |
| DIRECTOR             |

**ATTEST:**

<table>
<thead>
<tr>
<th>CENTER FOR FAMILY SERVICES, INC.</th>
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| Name: |
| Title: |
RESOLUTION AUTHORIZING PURCHASES FROM THE INSTITUTE OF POLICE TECHNOLOGY AND MANAGEMENT, UNIVERSITY OF NORTH FLORIDA VIA STATE CONTRACT FOR A TOTAL AMOUNT OF $28,000.00

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

WHEREAS, the County of Gloucester through the Office of the Prosecutor deems it necessary to provide courses for members of County law enforcement in order to enhance investigative skills, to the benefit of County residents; and

WHEREAS, it has been determined that the Prosecutor’s Office can purchase instructional services and materials from the Institute of Police Technology and Management, University of North Florida, 12000 Alumni Drive, Jacksonville, FL 32224, via State Contract 18-PROS1-00327, for Forensic Scene Mapping Using Lasers, and via State Contract 18-PROS1-00328 for Crash Zone, said courses to be held at the Gloucester County Police Academy and attended by law enforcement personnel; and

WHEREAS, the County Treasurer has certified the availability of funds in the total amount of $28,000.00, pursuant to C.A.F. Number 22-00057 for $14,000.00, and C.A.F. Number 22-00058 for $14,000.00, to be charged against budget line item G-02-21-275-247-20217.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the purchase of instructional services from the Institute of Police Technology, University of North Florida via State Contracts 18-PROS1-00327 and 18-PROS1-00328 is hereby authorized, from June 6, 2022 to June 10, 2022 and from August 8, 2022 to August 12, 2022 for a total amount of $28,000.00.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on February 2, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
AGREEMENT

Agreement between The University of North Florida Training and Service Institute, Inc., db/a the Institute of Police Technology and Management, Jacksonville, Florida and the Gloucester County Prosecutor's Office, Woodbury, New Jersey,

FOR

Providing professional, technical and other services needed in conducting a forty (40) hour training course entitled "Forensic Scene Mapping Using Lasers" for a maximum of twenty-four (24) students.

It is agreed that the Institute of Police Technology and Management will provide the following at Sewell:

1. One instructional program in "Forensic Scene Mapping Using Lasers"
2. To commence on June 6, 2022 and conclude on June 10, 2022.
3. Instructional materials prepared at the Institute of Police Technology and Management.
4. Trainee materials prepared for dissemination during the course.
5. An appropriate Certificate of Completion for each trainee satisfactorily completing the course.
6. Technical assistance required to prepare, conduct and evaluate the course.
7. Training aids and student reference materials.
8. Making all arrangements for obtaining instructors, preparation of the instructor activities and all other arrangements pertaining to instructor transportation and honoraria.
The Gloucester County Prosecutor’s Office agrees to pay a total sum of fourteen thousand dollars ($14,000) to the Institute of Police Technology and Management for conducting this course for a maximum of twenty-four (24) students. Payment in full will be made within 10 days following completion of the program. Course may be cancelled 30 days prior to start date with no penalty. A 10% cancellation fee will be charged any time thereafter.

It is further agreed that the Gloucester County Prosecutor’s Office will provide classroom facilities and have available the following audio-visual equipment:

1. Chalk Board/White Board
2. DVD player with monitor
3. LCD-PowerPoint projector

The nondiscrimination clause contained in Section 202, Executive Order 11245, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, Veteran’s Act 38 USC 4212, Section 503 - Rehabilitation Act of 1973, Title I of the Americans with Disabilities Act of 1990 42 USC 12101, and University Regulations 1.0040R Nondiscrimination, Equal Opportunity and Diversity, and 1.0050R Sexual Misconduct and Title IX Sexual Harassment, are incorporated herein.

This contractual agreement agreed to this __________ day of __________, 2021.

County of Gloucester

By: ____________________________
Printed Name: Frank J. DiMarco,
Title: Director

Vince Smyth, Associate Vice President
The University of North Florida Training and Service Institute
1 UNF Drive
Jacksonville, Florida 32224-2645

Cameron Pucci, Director
Institute of Police Technology and Management
12000 Alumni Drive
SALES TAX ID #: 21-6000660

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<tr>
<th>QTY/UNIT</th>
<th>DESCRIPTION</th>
<th>ACCOUNT NO.</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
</table>
| 1.00     | 40 hr training course  
"FORENSIC SCENE MAPPING USING LASERS"  
June 6, 2022 - June 10, 2022  
Max 24 students  
PASSED BY RESOLUTION 2/2/22  
***paperwork to  
Phyllis Covic  
pcovic@co.gloucester.nj.us*** | G-02-21-275-247-20217  
Professional Services | 14,000.0000 | 14,000.00 |

Total: 14,000.00

CLAIMANT'S CERTIFICATE & DECLARATION:
I do solemnly swear and affirm under penalties of the law that the information within the bid is correct in all particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person within the knowledge of the claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

VENDOR SIGN HERE

RECEIVER'S CERTIFICATION
I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered, said certification being based on signed delivery slips or other reasonable procedures.

QUALIFIED PURCHASING AGENT

TREASURER / CFO

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

VOUCHER COPY SIGN AT X AND RETURN FOR PAYMENT
AGREEMENT

Agreement between The University of North Florida Training and Service Institute, Inc., d/b/a the Institute of Police Technology and Management, Jacksonville, Florida and the Gloucester County Prosecutor’s Office, Woodbury, New Jersey,

FOR

Providing professional, technical and other services needed in conducting a forty (40) hour training course entitled “Crash Zone” for a maximum of twenty-four (24) students.

It is agreed that the Institute of Police Technology and Management will provide the following at Sewell:

1. One instructional program in “Crash Zone”
2. To commence on August 8, 2022 and conclude on August 12, 2022.
3. Instructional materials prepared at the Institute of Police Technology and Management.
4. Trainee materials prepared for dissemination during the course.
5. An appropriate Certificate of Completion for each trainee satisfactorily completing the course.
6. Technical assistance required to prepare, conduct and evaluate the course.
7. Training aids and student reference materials.
8. Making all arrangements for obtaining instructors, preparation of the instructor activities and all other arrangements pertaining to instructor transportation and honoraria.
The Gloucester County Prosecutor's Office agrees to pay a total sum of fourteen thousand dollars ($14,000) to the Institute of Police Technology and Management for conducting this course for a maximum of twenty-four (24) students. Payment in full will be made within 10 days following completion of the program. Course may be cancelled 30 days prior to start date with no penalty. A 10% cancellation fee will be charged any time thereafter.

It is further agreed that the Gloucester County Prosecutor's Office will provide classroom facilities and have available the following audio-visual equipment:

1. Chalk Board/White Board
2. DVD player with monitor
3. LCD-PowerPoint projector

The nondiscrimination clause contained in Section 202, Executive Order 11245, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, Veteran's Act 38 USC 4212, Section 503 - Rehabilitation Act of 1973, Title I of the Americans with Disabilities Act of 1990 42 USC 12101, and University Regulations 1.0040R Nondiscrimination, Equal Opportunity and Diversity, and 1.0050R Sexual Misconduct and Title IX Sexual Harassment, are incorporated herein.

This contractual agreement agreed to this ______ day of ______ , 2021

Vince Smyth, Associate Vice President  
The University of North Florida Training and Service Institute  
1 UNF Drive  
Jacksonville, Florida 32224-2645

County of Gloucester  

By:  
Printed Name: Frank J. DiMarco  
Title: Director

Cameron Pucci, Director  
Institute of Police Technology and Management  
12000 Alumni Drive
**County of Gloucester Purchasing Department**
PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS**
THIS NUMBER MUST APPEAR ON ALL INVOICES

**NO.** 22-00058

**ORDER DATE:** 01/11/22
**REQUISITION NO.:** R1-10975
**DELIVERY DATE:**
**STATE CONTRACT:** 18-PROS1-00328
**ACCOUNT NO.:**

---

**SHIP TO:**
GLRIC. CO PROSECUTORS OFFICE
PO BOX 623, 70 HUNTER ST.
WOODBURY, NJ 08096 (3RD FLOOR)
856-384-5500/JUSTICE COMPLEX

**VENDOR:** INST. OF POLICE TECHN. & MGMT.
UNIV. OF NORTH FLORIDA
12000 ALUMNI DRIVE
JACKSONVILLE, FL 32224-2678

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**SALES TAX ID #:** 21-6000660

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| 1.00     | 40 hr training course  
"Crash Zone"  
August 8, 2022 - August 12, 2022  
Max 24 students  
PASSED BY RESOLUTION 2/2/22  
***Paperwork to  
Phyllis Covici  
p covici2@co.gloucester.nj.us*** | 6-02-21-275-247-70217  
Professional services | 14,009.0000 | 14,000.00 |

**TOTAL:** 14,000.00

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**CLAIMANT'S CERTIFICATE & DECLARATION**

I hereby declare that the claim is correct in all particulars; that the articles have been furnished; and that the amount stated is justly due and owing.

X

**RECEIVER'S CERTIFICATION**

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered, and that the amount charged is a reasonable one.

**APPROVAL TO PURCHASE**

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

TREASURER / CFO

X

**MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS**

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT
RESOLUTION AUTHORIZING PURCHASES FROM WEST PUBLISHING CORPORATION VIA STATE CONTRACT FROM JANUARY 1, 2022 TO DECEMBER 31, 2022 IN AN AMOUNT NOT TO EXCEED $35,000.00

WHEREAS, the County of Gloucester ("County") has a need for the purchase and supply of law books, legal forms and user fees for access services regarding Web-based investigative and locator data used by the County Prosecutor's Office, the Office of County Counsel, and other various departments; and

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

WHEREAS, it has been determined that the County can purchase said goods and services from West Publishing Corporation, a/k/a Thomson Reuters/Thomson West or West Group with a mailing address of P.O. Box 64833, St. Paul, MN 55164-0833, via State Contract Number 40691 from January 1, 2022 to December 31, 2022, in an amount not to exceed $35,000.00; and

WHEREAS, the contract is for estimated units or purchases on an as-needed basis, which does not obligate the County to make any minimum purchase, so that no Certificate of Availability of Funds are required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the purchase and supply of law books, legal forms and user fees for access services regarding Web-based investigative and locator data is hereby authorized from West Publishing Corporation West Publishing Corporation, a/k/a Thomson Reuters/Thomson West or West Group via State Contract Number 40691, from January 1, 2022 to December 31, 2022, in an amount not to exceed $35,000.00; and

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

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on February 2, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION AUTHORIZING PURCHASES FROM ATLANTIC TACTICAL VIA STATE CONTRACT FROM JANUARY 19, 2022 TO JANUARY 18, 2023 IN A TOTAL AMOUNT NOT TO EXCEED $150,000.00

WHEREAS, the County of Gloucester, through the Offices of the Prosecutor and Sheriff and Department of Correctional Services has a need to purchase police supplies including weapons, tactical equipment and protective equipment; and

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

WHEREAS, it has been determined that the County can purchase said supplies and equipment from Atlantic Tactical of 14 H World’s Fair Drive, Somerset, NJ 08873 via State Contract 17-FLEET-00732 from January 19, 2022 to January 18, 2023, for a combined amount not to exceed $150,000.00; and

WHEREAS, the purchases shall be for estimated units on an as-needed basis, which does not obligate the County to make any minimum purchase and is open-ended, so that no Certificate of Availability of Funds are required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that purchases from Atlantic Tactical of police supplies, including weapons, tactical equipment and protective equipment for use by the Offices of the Prosecutor and Sheriff and Department of Correctional Services is hereby authorized via State Contract 17-FLEET-00732, for a combined amount not to exceed $150,000.00; and

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

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on February 2, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD
RESOLUTION AUTHORIZING THE PURCHASES OF POSTAGE AND SUPPLIES FROM PITNEY BOWES VIA STATE CONTRACT FROM JANUARY 1, 2022 TO DECEMBER 31, 2022 IN AN AMOUNT NOT TO EXCEED $100,000.00

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment via State Contract, without the need for public bidding; and

WHEREAS, the County of Gloucester has a need for postage and postage equipment, maintenance, and supplies necessary to conduct the business of County government; and

WHEREAS, it has been determined that the County can purchase said supplies via State Contract No. A41258 from Pitney Bowes, with a mailing address of P.O. Box 371896, Pittsburgh, PA 15250, from January 1, 2022 to December 31, 2022 in an amount not to exceed $100,000.00; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of County of Gloucester that Director is authorized to execute and the Clerk of the Board to attest to, a contract with Pitney Bowes for the purchase of postage and postage equipment, maintenance and supplies for County use via State Contract No. A41258 from January 1, 2022 to December 31, 2022, in an amount not to exceed $100,000.00.

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

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on February 2, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION AUTHORIZING AN EMERGENCY CONTRACT WITH ENGLISH SEWAGE DISPOSAL, INC. FOR $44,939.81

WHEREAS, the Superintendent of Buildings and Grounds has notified the County Purchasing Agent that there was an urgent need for the repair of backflowing holding tank and waste drainage system failure at Pitman Golf Course, creating a public safety hazard; and

WHEREAS, the County exercised the provisions of N.J.S.A. 40A:11-6 (Emergency Purchases and Contracts) to contract with English Sewage Disposal, Inc., 1082 West Parsonage Road, Bridgeton, NJ 08302, for the emergency repair of drainage system and pump station, and replacement of tank pumps and controllers at the County-owned facility; and

WHEREAS, the Purchasing Agent of Gloucester County has certified the availability of funds for $44,939.81, which has been charged against Account No.C-04-18-018-310-18204 pursuant to C.A.F. No. 22-00155.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of County of Gloucester that Director is authorized to execute and the Clerk of the Board to attest to, an emergency repair contract with English Sewage Disposal, Inc. for $44,939.81.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on February 2, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
ENGLISH SEWAGE DISPOSAL, INC.

THIS CONTRACT is made effective the ______ day of January, 2022, by and between
THE COUNTY OF GLOUCESTER, a body politic and corporate, with administrative offices
at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "County", and
ENGLISH SEWAGE DISPOSAL, INC., with offices at 1082 West Parsonage Road,
Bridgeton, New Jersey 08032, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there exists a need for the County to contract for emergency services as
defined in the Local Public Contracts Law in N.J.S.A. 40A:11-6 (EMERGENCY PURCHASES
AND CONTRACTS), for drainage system repairs at County-owned Pitman Golf Course, 501
Pitman Road, Sewell, NJ 08080, as certified by Pete Scirrotto, County Director of Buildings and
Grounds; and

WHEREAS, the Director of Buildings and Grounds has notified the County Purchasing
Agent, of the need for said contract, the nature of the emergency, the time of its occurrence, and
the need for invoking the Emergency Provisions, and has certified to the same; and

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

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

TERMS OF AGREEMENT

1. CONTRACT TERM. Contract shall be for the period December 21, 2021, until project
   completion.

2. COMPENSATION. Contractor shall be compensated for the total amount of
   $44,939.81, as per C.A.F. No. 22-00155.

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

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

   1
It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be to furnish all necessary labor and materials to repair drain system at Pitman Golf Course, as described in County Requisition R2-00104.

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

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

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

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

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

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

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

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

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

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

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

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

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

   F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract.

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

   Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.
7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

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

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

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

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

10. **SET-OFF.** Should Contractor either refuse or neglect to perform the services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

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

14. **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. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of the United States and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

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

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

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

19. **CONTRACT PARTS.** This Contract consists of this Contract and any specifications promulgated by the County, and the bidder’s bid package, all of which are referred to and incorporated herein by reference, if applicable. Should there occur a conflict between this form of Contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

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

THIS CONTRACT is dated this _____ day of January, 2022.

ATTEST:                                      COUNTY OF GLOUCESTER

Laurie J. Burns, Clerk                        Frank J. Dimarco, Director
                                            Board of Commissioners

ATTEST:                                      English Sewage Disposal, Inc.

__________________________                          ______________

Authorized Representative
COUNTY OF GLOUCESTER
CERTIFICATION OF REQUEST FOR EMERGENCY PURCHASES

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

1. AN EMERGENCY CONDITION EXISTS IN: Buildings & Grounds
   (NAME OF DEPARTMENT)

2. THIS EMERGENCY OCCURRED ON: Dec 21, 2021
   (DATE)

3. THE NATURE OF THE EMERGENCY IS:
   Drain system at Golf Course failed

THIS CONDITION CONSTITUTES AN EMERGENCY AFFECTING THE IMMEDIATE HEALTH, SAFETY
OR WELFARE OF THE PUBLIC.

4. DESCRIPTION OF CONDITION AND HOW IT AFFECTS HEALTH, SAFETY OR WELFARE.
   Drain system at Golf Course failed, therefore nothing would go down drains to tank. The wastewater
   in tanks was back flowing into the building. This created a safety hazard to employees and the public at
   the Golf Course. All pumps and controllers for pumps in tank had to be replaced.

6. IT IS NECESSARY TO INVOKE N.J.S.A. 40A:11-6 (EMERGENCY PURCHASES AND
   CONTRACTS) IN ORDER TO OBTAIN THE DELIVERY OF THE AT DELIVERY OF THE MATERIALS,
   SUPPLIES, OR SERVICES DESCRIBED IN THE ATTACHED REQUISITION # R2-00104 THE
   ESTIMATED COST OF FURNISHING THE MATERIALS, SUPPLIES OR SERVICES IS $44,999.81
   VENDOR NAME: English Sewage Disposal

7. PERMISSION IS REQUESTED FOR APPROVAL TO ISSUE A PURCHASE ORDER WITHOUT
   OBTAINING BIDS, PURSUANT TO THE ABOVE CITED STATUTE.

3. I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT
   IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE WILLFULLY FALSE, I AM
   SUBJECT TO PUNISHMENT.

DEPARTMENT HEAD

QUALIFIED PURCHASING AGENT

APPROVED BY COUNTY ADMINISTRATOR
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<th>DESCRIPTION</th>
<th>ACCOUNT NO.</th>
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<td>1.00/EA</td>
<td>LABOR AND MATERIAL TO REBUILD PUMP STATION, INSTALL 2 NEW PUMPS, BASE AND SHOE TO EACH PUMP, CONTROL PANELS, SENSAPHONE CONTROLLERS, RADIO AND TRANSMITTER TO THE GOLF COURSE</td>
<td>C-04-21-018-310-18204 General Building Renovations</td>
<td>44,939.8100</td>
<td>44,939.81</td>
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**CLAIMANT'S CERTIFICATE & DECLARATION:**

I, [VENDOR NAME], hereby declare and certify under penalties of the law that the item and amount stated herein is true and correct and that the amount charged is a reasonable one.

**RECEIVER'S CERTIFICATION:**

I, [RECEIVER'S NAME], having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

**APPROVAL TO PURCHASE:**

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW.

**TREASURER / CFO:**

[Signature]

**QUALIFIED PURCHASING AGENT:**

[Signature]

**MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS**

**VOUCHER COPY SIGN AT X AND RETURN FOR PAYMENT**
# Invoice

**Billed To:**

Gloucester County Buildings & Grounds  
Shady Lane Complex  
Attn: Judy Middi  
254 County House Rd  
Clarkesboro, NJ 08020

**Ship To:**

Putnam Golf Course  
501 Putnam Rd  
Sewell, NJ 08080

**Home Improvement Contractor License #**13V100181200

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<th>P.O. No.</th>
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<td>Labor - Total Job Manhours - Rebuild Pump Station - Install 2 pumps, base and shoe to each pump, control panel, sensaphone, controller, radio, and transducer</td>
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**Sales Tax (0.0%)**

**Total**

**Payments/Credits**

**Balance Due**

Visit us online and order services at www.englishsewage.com.
**Invoice**

**Date:** 12/21/2021  
**Invoice #:** 150840  
**Tax ID:** 22-338455

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**Bill To**  
Gloucester County Buildings & Grounds  
Steady Lane Complex  
Attn: Judy Midilli  
254 County House Rd  
Clarksboro, NJ 08020

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**Ship To**  
Pilman Golf Course  
801 Pilman Rd  
Sewell, NJ 08080

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**Home Improvement Contractor License:** 013VH000181200

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<td>3712/159 02</td>
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Order Services online at www.englishsewage.com

We accept credit cards. Call today to process a payment! Past Due accounts will be lienied once 45 days old on your home or business. You are responsible for all collections costs including attorney fees, court costs, compound interest in the amount of 1.5% per month on unpaid balances, collection fees and any other cost incurred. Scheduling service is your personal guarantee that you are responsible for any resulting charges.

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Sales Tax (0.0%)  
$0.00

Total  
$44,939.81

Payments/Credits  
$0.00

Balance Due  
$44,939.81

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Phone #: 856-358-4771  
Fax #: 856-358-6576

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Visit us online and order services at www.englishsewage.com.
RESOLUTION AUTHORIZING PURCHASES FROM W.W. GRAINGER, INC. VIA STATE CONTRACT FROM FEBRUARY 3, 2022 TO FEBRUARY 2, 2023 IN AN AMOUNT NOT TO EXCEED $180,000.00

WHEREAS, the County of Gloucester (hereinafter "County") has a need to purchase various building maintenance and construction materials, tools, janitorial supplies and safety supplies for use by County departments; and

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

WHEREAS, it has been determined that the County can purchase needed materials via State Contract No. 19-FLEET-00566 from W.W. Grainger, Inc., 1001 Hadley Road, South Plainfield, NJ 07080 from February 3, 2022 to February 2, 2023, in an amount not to exceed $180,000.00; and

WHEREAS, the contract is for estimated units of service, therefore, the contract is open-ended, which does not obligate the County to make any purchase; accordingly, no Certificate of Availability of Funds is required at this time. Continuation of this contract beyond December 31, 2022 is conditioned upon approval of the 2023 Gloucester County budget.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of County of Gloucester that Director is authorized to execute and the Clerk of the Board to attest to, purchase of various building maintenance and construction materials, tools, janitorial supplies and safety supplies for use by County Departments from W.W. Grainger, Inc., via State Contract No. 19-FLEET-00566 from February 3, 2022 to February 2, 2023, in an amount not to exceed $180,000.00; and

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

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on February 2, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION AUTHORIZING A DEPOSIT AGREEMENT FOR THE TRANSFER OF PHYSICAL CUSTODY BUT NOT LEGAL CUSTODY OF CERTAIN PUBLIC RECORDS TO THE GLOUCESTER COUNTY HISTORICAL SOCIETY

WHEREAS, the Gloucester County Historical Society is a nonprofit corporation in the State of New Jersey, having its principal office at 17 Hunter Street, Woodbury, New Jersey 08096; and

WHEREAS, said institution was established for the purpose of perpetuating knowledge of, and encouraging public interest in, the history of the County of Gloucester, and to acquire and preserve materials and information relevant to the social, economic and political history of the County of Gloucester; and

WHEREAS, it has been recommended to the Board of County Commissioners of the County of Gloucester that it would be to the mutual advantage of both the County of Gloucester and the Gloucester County Historical Society to enter into a deposit agreement providing for the transfer of physical custody, but not legal custody, of certain historical public records to the Gloucester County Historical Society, to be kept and maintained by the Society; and

WHEREAS, the Board of County Commissioners of the County of Gloucester has considered said recommendation and is of the opinion that such transfer of said public records, reserving to the County of Gloucester the right to recall said public records, would be beneficial to the residents of the County of Gloucester and other persons interested in the history of County of Gloucester; and

WHEREAS, N.J.A.C. 15:3-6.1(d) Storage of records by public agencies and N.J.A.C. 15:3-6.3(c)(3) Designation of records storage facilities, provides that historically significant public records may be deposited in another institution with the approval of the Division of Archives and Records Management, Department of State; and

WHEREAS, it appears that the Gloucester County Historical Society is able to provide sufficient storage space, environmental controls, and security for the preservation of said public records in its facilities, and is able to permit public access to said records during its regular business hours; and

WHEREAS, the Gloucester County Historical Society has requested physical custody of said public records, and desires to enter into a deposit agreement with the County of Gloucester stating the terms and conditions of the transfer of custody.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester that the physical custody, but not legal custody of the historical public records listed in Exhibit 1 of the proposed deposit agreement as attached, and/or any future additions or corrections made to this list under the terms of the said deposit agreement, shall be transferred to the Gloucester County Historical Society; and that the said records shall be maintained and made publicly accessible by said institution in its facilities and that the deposit agreement containing the specific terms and conditions of this transfer be executed by authorized officials of both the County of Gloucester and the Gloucester County Historical Society and made part of the official minutes of the governing body of the County of Gloucester.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on February 2, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
Deposit Agreement

between

the County of Gloucester

and

the Gloucester County Historical Society

February 2, 2022
DEPOSIT AGREEMENT

Agreement made and entered into this _____ day of February, 2022 and among the County of Gloucester hereinafter referred to as “Owner”, the Gloucester County Historical Society hereinafter called “Depository,” and the Division of Archives and Records Management, hereinafter called “DARM.”

Witnesseth:

Owner has in its possession valuable public records pertaining to the history of the County of Gloucester which it desires to save for the benefit of future generations. Depository is willing to serve as temporary physical custodian for said public records, hereinafter referred to as the “Records,” so that they can be used for historical research purposes. Owner and Depository have declared their intention to execute a Depository Agreement for certain public records. A preliminary list of the Records placed in the temporary physical custody of the Depository, including the names and inclusive dates of the record series, is attached to this agreement as Exhibit 1. The approximate volume of each record series measured in cubic feet, bound volumes, or (if less than 0.25 cubic feet) the number of items, will be added to the list within one year after the date of this agreement. This specific agreement pertains only to the Owner’s Records housed at the Depository. DARM, New Jersey’s statutory and regulatory authority for the disposition of public records, is a party to, and must approve of such Depository Agreements and receive a copy of any revisions to Exhibit 1.

Section I

In accordance with N.J.A.C. 15:3-6.1(d) Storage of records by public agencies and N.J.A.C. 15:3-6.3(e)(3) Designation of records storage facilities and subject to the conditions and terms hereinafter set forth, Owner will transfer to the temporary physical custody of Depository the record series listed in Exhibit 1 attached to this agreement. Legal ownership of the Records will remain with Owner. The conditions and terms hereinafter set forth shall apply to all Records transferred to Depository, whether such documents are originals or copies (the originals of which remain in Owner’s possession).

Section II

Depository shall accept said Records when presented, store them, and preserve them under the same conditions and precautions accorded to its other valuable
manuscripts. Owner shall provide copies of preliminary as well as subsequent listings to Depository's designated official(s) as identified in Section VIII.

Section III

The deposit is perpetual, however, either Owner or Depository shall have the privilege upon six (6) months' written notice of discontinuing the deposit arrangement. In this event, all materials shall be returned to Owner at Owner's expense.

Section IV

Owner reserves the right at any time to recall any or all of its records, if needed (a) for use in the business of Owner, or (b) for litigation in which Owner is engaged or preparing to engage, or (c) to enable Owner to comply with a state or federal law, regulation, or court order. In such cases, Depository shall comply with such recall requests no later than two (2) working days after receipt of such notice. Records may be recalled from Depository only by Owner's authorized official, as named in Section VIII. The Depository shall prepare the Records requested by Owner for shipment in suitable containers and send them to any location designated by Owner. Any expenses incurred by Depository in fulfilling this provision shall be reimbursed by Owner. If necessary and if required by Depository, Owner will advance the funds required to transport the Records.

Section V

Owner reserves the right for its authorized official, as named in Section VIII, to inspect the Records during regular business hours without advance notice to Depository in order to determine if proper care is being taken.

Section VI

Acknowledging that the purpose of this agreement is to facilitate use of the Records for historical research purposes, Owner and Depository agree that Records will be made accessible to Owner's officials and employees, and to the general public for examination, use, and reproduction (at the expense of the person or agency requesting such reproduction) during Depository's normal business hours, in accordance with the New Jersey Right to Know Law and the Open Public Records Act (New Jersey Statutes 47:1A-1 et seq.).
Section VII

The Records will be sorted and preserved by Depository without charge to Owner. However, ultimate retention and preservation of the Records remains, under statute, the legal responsibility of the Owner. The Depository acknowledges that the Records are public documents under statute, which cannot be destroyed, deaccessioned, transferred to another repository, or otherwise disposed of without express written permission of the Owner and DARM.

Section VIII

All notices to Owner shall be addressed to:

Frank J. Di Marco, Director Board of Commissioners
County of Gloucester
2 South Broad Street, Woodbury, NJ 08096

or to such other person as Owner shall from time to time designate.

All notices to Depository shall be addressed to:

James Scythes
Gloucester County Historical Society
17 Hunter Street, Woodbury, NJ 08096

or to such other person as Depository shall from time to time designate.

This agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Section IX

If Depository shall default in the due observance or performance of any covenant, agreement or obligation of Depository contained in this agreement, Owner may, if it so elects, terminate this agreement by giving written notice to that effect to Depository and in such event the records will be returned to Owner within thirty (30) days after the date of delivery of such notice to Depository.
Section X

If Depository, at any time, finds that it is unable to observe or perform the covenants, agreements, or obligations herein contained, then it shall, upon six (6) months' written notice, return the records to Owner.

Signed:

______________________________  ________________
Frank J. Di Marco, Director Board of Commissioners  Date

______________________________  ________________
James Scythes, President of the GCHS  Date

Approved:

______________________________
Executive Director, Division of Archives and Records Management [DARM], or designated representative

Date
Exhibit 1

Records Transferred by Owner to Depository

The attached sheets constitute a preliminary list of all Records placed on deposit by Owner at Depository in accordance with the terms of the agreement to which this exhibit is attached.

This exhibit shall be revised and updated under the signature of the Owner’s authorized official whenever items are added to or removed from the deposit. A copy of any revision to this Exhibit shall be filed with the Executive Director, Division of Archives and Records Management, P.O. Box 307, 225 West State Street, Trenton, NJ 08625-0307.

________________________
Frank J. DiMarco, Director
County Board of Commissioners

________________________
Date

6
Records of the County of Gloucester to be deposited with the Gloucester County Historical Society
Approximately 100,000
d documentaries including but not limited to:

- All handwritten Deed Books 1784 – 1878
- Ancient Deeds 1884
- Mortgage Books A-Z 1755 – 1855
- 290 Justice of the Peace Books
- Roads Commissioners’ Reports 1819 – 1913*
- Road Petitions 1814 – 1902
- Roads Records 1852 – 1900*
- Roads Surveys 1801 – 1832, 1833 – 1920
- Sale Order 1921 – 1923
- Search - Property 1861, 1875, 1878
- Statements 1838 – 1923
- Special Bail 1804, 1809, 1815, 1869, 1875
- Subpoenas 1805 – 1829, 1836 – 1905*
- Transcripts 1821 – 1914*
- Writs of Inquiry 1801 – 1883
- Township Records 1829 – 1851
- Supreme Court Records 1805 – 1899
- Surveyors Appointments & Records 1897 – 98
- Motor Vehicles 1916 – 1920
- Narratives 1801 – 1881*
- Railroads 1832 – 1912
- Receipts 1804
- Physicians Records 1830 – 1905
- Pleas 1801 – 1904
- Promissory Notes 1 1820 – 1916
- Summons 1829 – 1916
- Judgments on Bonds 1801 – 1877
- Land Committee Reports 1801 – 1912*
- Petitions 1812 – 1923*
- Orders of Publication 1864, 1867
- Pardons 1888, 1903
- Oaths of Affirmation 1834 – 1899*
- Pension Records 1895
- Power of Attorney 1880 – 90, 1907
- Domestic Relations 1944 – 1947
- Cancellation of Mortgage Indexes 1908 – 1956
- Oaths of Office 1908

7
Judgment Docket Supreme Court Book A circa 1848
Judgments Docketed A Pleas circa 1849
Canvasser Election Reports 1924 – 1992
Docket Book Volume 275 1897 – 1899
Minute Books of Common Pleas Number 16 1820 – 1821
Minute Books of Common Pleas Number 19 1825 – 1827
Minute Books of Common Pleas Number 20 1827 – 1828
Minute Books of Common Pleas Number 21 1829 – 1830
Minute Books of Common Pleas Number 22 1831 – 1832
Minute Books of Common Pleas Number 23 1833 – 1834
Minute Books of Common Pleas Number 24 1834 – 1836
Minute Books of Common Pleas Number 25 1836 – 1838
Minute Books of Common Pleas Number 26 1838 – 1841
Minute Books of Common Pleas Number 27 1841 – 1846
Minute Books of Common Pleas Number 28 1846 – 1857
Minute Books of Common Pleas Number 29 1857 – 1872
Minute Books of Common Pleas Number 31 1891 – 1903
Bonds – Warrants 1801 – 1899
  Affidavits 1803 – 1927
  Agreements 1802 – 1921
  Appeals 1809 – 1889
  Claims 1824 –
  Collectors Reports 1880 –
  Appointments – Officers 1904 – 1916
Assessments of damages circuit ct. 1854 – 1873
Assignments of Trust (Misc Book) 1845 – 1925
  Convictions 1866 – 1924
  Tax Receipts 1868 – 1927
  Tavern Licenses 1874 – 1919
  Tax Records 1979 – 1916
Miscellaneous Records 1826 – 1889
  Power Attorney 1817
Naturalization Index 1926 – May 22, 1958
3 – Minute Books – Circuit Court 1798 – 1857
  2 – Minute Books – Oyer and Terminer
3 – Minute Books – Quarter Sessions 1821 – 1875
  Receipts 1854 – 1928
  Releases 1870 – 1905
  Resolutions 1880
  Tax Receipts 1917 – 1927
  Taxes 1879 – 1916
  Tavern Licenses 1917 – 1919
  Tax Receipts 1864 – 1904
  Tax Receipts 1905 – 1916
  Land Confirmations 1873 – 1899
Liens & Leases
Misc. 1810 – 1920
Master Reports 1850
Mortgages 1882 – 1927
Tavern Licenses 1865 – 1916
Tax Receipts 1868 – 1904
Executions Books H, K, F, G, J, D 1790 – 1875
Executions in Debt Books B, C, D, E 1821 – 1881
Special Executions in Debt Book A 1849 – 1875
Execution in Debt Books 1, 2, 3 1876 – 1957
Executions on Docketed Judgments Books 1 – 7 1884 –
Special Executions Book 1 1876 – 1921
Execution Docket of Appeals Book 1 1825 – 1866
Minutes Supreme Court Book 1 1873 – 1918
Minutes Supreme Court Book 3
Municipal Officers Bonds Book 1
Special Executions Book 2
Executions in Case Book 2
Executions in Case Book C
Mortgage Judgments
Superior Court Central Equity Matrimonial Vol. 1 – 9
Superior Court Chancery Division Central Equity Vol. 5 – 7
Sealing Docket 15 Books 1746 – 1858
Sealing Docket Circuit Court 1838 – 1852
Judgments on Bonds Circuit Court Common Pleas Book 10 – 1884
Judgments Attachments Replevin on Appeal Book 3 1846 – 1938
Accusations of Larceny
Alms House Records
Assessments
Auditors Reports
Bail Bonds
Civil War Records
Court Costs
Coroners Reports
Court Transcripts
Revolutionary War Records
Jury Lists
Marriage Reports 1783 – 1880
Survey Records
Manumission Records
Naturalization Proceedings 1808
Election Records & Returns 1888 – 1924
Canvasser Election Reports 1924 - 1992
Peddlers Licenses
Mothers Pensions
Petitions, Common Pleas Court 1933-1941
Petitions, Juvenile 1938
Firemen’s Association Ledger/Minute Books 1914-1993
General Index of Deeds, Books 1 and 2
Criminal Docket Books 1900’s
1885 Time Capsule Artifacts:
The Temperance Gazette — newspaper
The Constitution, vol. L11 no. 18 — newspaper
The Times — newspaper
Weekly Item — newspaper
The Constitution, vol. L1 no. 52 — newspaper
Public Ledger — newspaper
Supplement — newspaper
The Williamstown News — newspaper
The Constitution, vol. 6 no. 12
“...Enterprise” — newspaper
The Constitution, vol. L1 no. 8 — newspaper
“...Democrat” — newspaper
“The Swede...” — newspaper
Loose papers
Document with coin
“First National Bank of Woodbury” letterhead
“...Your Weekly Witness” — newspaper
The Pioneer — newspaper
The Jersey Knight — newspaper
Green’s Diary Almanac -1, Pamphlet
Green’s Diary Almanac -2, Pamphlet
The Industries of New Jersey, Part 2 — pamphlet
Title unknown, pamphlet
Unknown book
“The Pioneer Prohibition Fund (A)” — page
“Temperance (B)” — newspaper
Loose Papers
“Journal of the Proceedings of Legislative Council of NJ” — pamphlet
“Improved Order of Red Men” document with tomahawk
Business Cards — written and printed
Judgment Books Circa 1799 A thru P
Sheriff Prison Record Book 1877 thru 1922
Alms House Ledger 1896 — 1928
General Index of Mortgages No. 1
Grand Jury Check Book circa 1911 — 1921
32 Road Bonds 1924 — 1946
1938 Police School Documents

* Record series may be incomplete and/or inclusive dates may include gaps.